

**SEMINOLE COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA
12/11/2007
COUNTY SERVICES BUILDING
BCC CHAMBERS - ROOM 1028
1101 EAST FIRST STREET
SANFORD, FLORIDA**

Convene BCC Meeting at 9:30 AM

Opening Ceremonies

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

Awards and Presentations

1. **Resolution** - Commending Stephan E. Hrindich for his 23 years of service to Seminole County and its citizens.
2. **Resolution** - Commending John McDaniel, Jr. for his 23 years of service to Seminole County and its citizens.

Recess as the Board of County Commissioners and convene as the U.S. Highway 17-92 Community Redevelopment Agency.

3. Approve and authorize the Chairman to execute the US 17-92 CRA Redevelopment Grant Agreement between the CRA and Lowe's Home Centers, Inc. (District 4 - Henley) (John Metsopoulos)

Adjourn as the U.S. Highway 17-92 Community Redevelopment Agency and reconvene as the Board of County Commissioners.

Consent Agenda

- **County Manager's Consent Agenda (Items No. 4 - 57)**

County Manager Office

4. Confirm appointment of Sabrina O' Bryan as Assistant County Manager effective December 17, 2007. (Cynthia Coto)
5. Adopt and authorize the Chairman to execute a Resolution establishing revisions to Section 1.5 of the Seminole County Administrative Code. (Cynthia Coto)

Administrative Services

Purchasing and Contracts

- 6 . Approve and authorize the Chairman to execute Change Order #2 to DB-0577-06/DRR with American Bridge Company of Orlando, Florida in the amount of \$293,369.00 for the change of elevation of the pedestrian overpass over U.S Hwy 17-92 at General Hutchison Parkway as requested by FDOT in conjunction with the Air Space Agreement required for this project. (Ray Hooper)
- 7 . Award CC-2583-07/DRS - Seminole County Health Department Specialty Clinic Renovation Project in the amount of \$235,000.00 to Southern Building Services, Winter Garden, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the interior renovation of the Seminole County Health Department Specialty Clinic. (Ray Hooper)
- 8 . Award CC-2702-07/DRS - Seminole County Public Safety/Sheriff's Building Fire Alarm Replacement in the amount of \$198,735.00 to Jacksonville Sound & Communications, Jacksonville, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the installation of a new fire alarm system for the Seminole County Public Safety Building Complex. (Ray Hooper)
- 9 . Approve the revised Award Agreement for PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park. (Ray Hooper)
- 10 . Approve ranking list and authorize staff to negotiate rates for PS-2249-07/BHJ - Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million with DMJM Harris of Orlando, Florida; Keith & Schnars, Inc. of Orlando, Florida; and PB Americas of Orlando, Florida (estimated usage of \$750,000.00 per year). (Ray Hooper)
- 11 . Approve ranking list and authorize staff to negotiate rates for PS-2404-07/BHJ - Final Design Services for SR 426 Safety Improvements - Division Street to SR 46 with Earth Tech Consulting, Inc. of Orlando, Florida (\$700,000.00 estimated usage amount over the term of the Agreement). (Ray Hooper)
- 12 . Approve ranking list and authorize staff to negotiate rates for PS-2685-07/DRS – Architectural and Engineering Services for the Seminole County Fallen Heroes Memorial with Herbert-Halback, Inc (HHI), Orlando (Not to exceed \$200,000.00 over the term of the Agreement). (Ray Hooper)
- 13 . Assignment of RFP-4188-03/BJC - Security Services for Seminole County from Allied Protection Services, Inc., Fort Myers, Florida, to Allegiance Security Group, LLC, Morehead City, North Carolina. (Ray Hooper)
- 14 . Award RFP-600174-07/TLR – Integrated Library Automation System to Sirsi Corporation d/b/a SirsiDynix, Provo, UT. (Ray Hooper)
- 15 . Award RFP-600237-07/GMG - Seminole County Household Hazardous Waste (HHW) Program to EQ Florida, Inc., Tampa. (Ray Hooper)

Support Services

- 16 . Approve and authorize the Chairman to execute First Amendment to the Tourism Office Space Lease with Columbine Management Group, Inc., to include Common Area Maintenance (CAM) terms. (District 3 - Van Der Weide) (Meloney Lung)
- 17 . Approve and authorize the Chairman to execute the Mutual Termination of the Lease between Seminole County and the Seminole County Sheriff's Office relative to Minibike Trail at the Seminole County Landfill. (District 5 - Carey) (Meloney Lung)
- 18 . Approve and authorize Chairman to execute Reflections at Hidden Lakes, Inc. Tenant Estoppel Certificates for four (4) leases: Reflections Tower and Front space; Reflections Tanks offices; Reflections Community Services offices; and Reflections Environmental Services Program Management Contract space. (District 5 - Carey) (Meloney Lung x5256)
- 19 . Approve and authorize Chariman to execute Second Renewal and Fifth Amendment to the Reflections Tower and Front Office Space Lease Agreement between Seminole County and Reflections at Hidden Lake, Inc. (District 5 - Carey) (Meloney Lung)

Business Innovation Technology Services *Operations*

- 20 . Approve and authorize the Chairman to execute the Seminole County 800 MHz Rebanding Interlocal agreement with the cities and Sanford Airport Authority. (Robert Beach)

Community Services *Administration - Community Services*

- 21 . Approval by the Board of County Commissioners to allow the Florida Healthy Kids Corporation to retain \$4,490.65 as local match for 2007/08 and authorization for the Chairman to execute the "Refund Acknowledgment and Response Option." (Dr. David Medley)
- 22 . Approve and authorize the Chairman to execute The Managed Pharmacy Benefit Services Agreement between Seminole County, CaremarkPCS Health, L.P. and NACo. (Dr. David Medley)

Community Assistance

- 23 . Approve and authorize the Chairman to execute the attached Community Service Agency Grant Agreements for the 2007-2008 budget year. (Shirley Boyce)

- 24 . Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program. (Shirley Boyce)

Economic Development *Operations*

- 25 . Adopt a Resolution approving the issuance of industrial development revenue bonds not to exceed \$10,000,000.00 for Harvest Time International. (Bill McDermott)

Environmental Services *Water and Sewer*

- 26 . Approve participation in the amount of \$25,000.00 to St. Johns River Water Management Districts 2008 Water Conservation Public Awareness campaign. Authorize Department Director or designee to submit participation form for funding. (Debbie Meinert)

Fiscal Services *Administration - Fiscal Services*

- 27 . Approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$102,959.00 for the Emergency Management Preparedness Assistance (EMPA) Base Grant. (Jennifer Bero)
- 28 . Approve to submit a grant application to the Florida Department of Health requesting \$180,000.00 through their Emergency Medical Services (EMS) Matching Grant Program for the purchase of Zoll Autopulse devices; and authorize the Chairman to execute supporting documents. (Jennifer Bero)
- 29 . Approval to submit grant applications to Workforce Central Florida requesting up to \$50,000.00 through their Employee Training Grant Program for reimbursement of countywide employee training and/or certifications; and authorize the County Manager or designee to execute supporting documents. (Jennifer Bero)

Budget

- 30 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-21 through the 1991 Infrastructure Sales Tax fund in the amount of \$64,000.00 to provide additional funding for mitigation expenditures related to the County Road 419 (Phase I) Improvements. (Lin Polk)
- 31 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-25 through multiple funds in the amount of

- \$88,341,694 to carry forward the remaining unexpended project funds from FY 2006/07 into FY 2007/08. (Lin Polk)
- 32 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-26 through the General Fund in the amount of \$226,721.00 to recognize the budgetary impact of the Addressing reorganization. (Lin Polk)
 - 33 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-27 through the Fire Protection Fund in the amount of \$75,000.00 to provide additional funding for the design and construction of Fire Station 13. (Lin Polk)
 - 34 . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-28 through the 1991 Infrastructure Sales Tax Fund and the Arterial Transportation Impact Fee Fund in the amount of \$5,100.00 to provide funding for the acquisition of a permanent easement in conjunction with the County Road 427 (Phase III) Road Improvement project. (Lin Polk)
 - 35 . Approve and authorize the Chairman to execute Budget Change Request (BCR) #08-10 through the 2001 Infrastructure Sales Tax Fund in the amount of \$145,000.00 to recognize the cancellation of the Geneva Area Sidewalk project and reallocating the funds to other purposes. (Lin Polk)
 - 36 . Approve and authorize the Chairman to execute the Budget Change Request (BCR) #08-11 to the Stormwater Fund in the amount of \$65,750.00 to provide funding for monitoring of various stormwater mitigation projects. (Lin Polk)
 - 36A . Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-32 through the Municipal Services Benefit Unit Fund in the amount of \$158,562 to carry forward remaining unexpended project funds for the Charter Oaks MSBU project from FY2006/07 into FY2007/08. (Lin Polk)

Library Services

Administration - Library Services

- 37 . Approve and authorize the Chairman to execute the substitute Agreement between Seminole County and United Arts of Central Florida. (Jane Peterson)

Planning and Development

Administration - Planning and Development

- 38 . Approve and authorize the Chairman to execute the Resolution renaming Wynn Road in the Jamestown subdivision to Wynn Manor Way. (District 1 - Dallari) (Amy Curtis)

Development Review

- 39 . Authorize the release of the Al Baja Properties, LLC a/k/a Florida's Child Daycare Maintenance Agreement and Irrevocable Letter of Credit #113 in the amount of \$2,523.10 for the Florida's Child Daycare road improvements. (District 1 - Dallari) (Lee Shaffer)
- 40 . Authorize the release of the Signature Development Corporation a/k/a Sandy Lane Reserve Phase II Maintenance Bond #MB6283 in the amount of \$23,000.00 for the Sandy Lane Reserve Phase II road improvements. (District 3 - Van Der Weide) (Lee Shaffer)
- 41 . Authorize the release of the Via Tuscany Development, LLC a/k/a Tuscany Island HOA Maintenance Agreement and Letter of Credit #F847288 in the amount of \$21,992.40 for the Tuscany Island road improvements. (District 1 - Dallari) (Lee Shaffer)
- 42 . Authorize the release of the Upsala Road ROW - Regency Oaks Right of Way Utilization Permit Maintenance Bond #929367674 in the amount of \$8,103.00 for the Upsala Road ROW - Regency Oaks road improvements. (District 5 - Carey) (Lee Shaffer)
- 43 . Authorize the release of Performance Bond #40092848 in the amount of \$1,836,548.00 for Bella Foresta, as requested by Platte River Insurance Company & Laura D. Mosholder, applicant. (District 5 - Carey) (Cynthia Sweet)
- 44 . Approve and authorize the Chairman to execute the final plat for the Veramonte Subdivision located on the corner of Long Pond Road and west of Interstate 4 in Section 13, Township 20 south, Range 29 east. (District 5 - Carey) (Brian Walker)

Planning

- 45 . Approve and authorize the Chairman to execute the "Interlocal Agreement For Public Transit Services Between Seminole County and The Central Florida Regional Transportation Authority" (LYNX) for Fiscal Year 2008. (Sheryl Stolzenberg)
- 46 . Approve the Satisfaction of Lien in the amount of \$600.00, Case No. 07-56-CEB, on 6198 Linneal Beach Drive, Apopka, Tax Parcel # 19-21-29-501-0000-0260, owned by Judith D. Tinnell, and authorize the Chairman to execute a Satisfaction of Lien. (District 3 - Van Der Weide) (Tina Williamson)

Public Safety

Emergency Management

- 47 . Approve and authorize Chairman to execute the First Amendment to Memorandum of Understanding, Use of School Board Facilities as Mass Care Shelters and the Transportation of Evacuees. (Tad Stone)

Public Works

Engineering

- 48 . Approve and authorize the Chairman to execute an Amendment to a Non-Exclusive Drainage Easement and Joint Utilization Agreement to facilitate the joint use of a retention pond constructed in conjunction with the County Road 46A, Phase I, Project. (District 5 - Carey) (Jerry McCollum, P.E.)
- 49 . Approve and authorize the Chairman to execute an Interlocal Utility Construction Agreement with the City of Altamonte Springs to facilitate the construction of City utilities within County rights-of-way in conjunction with the Bunnell Road / Eden Park Avenue (a/k/a Eden Park Road) Project. (District 3 - Van Der Weide) (Jerry McCollum)
- 50 . Approve and authorize the Chairman to execute a Pipeline Longitudinal Occupancy Agreement with CSX Transportation, Inc., in conjunction with the County Road 46A, Phase III, Project (CSX Agreement No. CSX-05801). (District 5 - Carey) (Jerry McCollum)
- 51 . Approve and authorize the Chairman to execute a Purchase Agreement between Longwood/Lake Mary, LLC, and Seminole County for property needed in conjunction with the County Road 427, Phase III, Road Improvement Project. (District 4 - Henley) (Jerry McCollum)
- 52 . Adopt a Resolution accepting a Drainage Easement from Daniel C. and Melissa A. Heslep necessary for drainage improvements to Oakhurst Street. (District 4 - Henley) (Jerry McCollum)
- 53 . Approve and authorize the Chairman to execute a Resolution accepting eight (8) Quit Claim Deeds and one (1) Corrective Quit Claim Deed for property needed for the Magnolia Avenue Paving Project. (District 5 - Carey) (Jerry McCollum)
- 54 . Adopt Resolution and authorize the Chairman to execute a County Deed conveying property (FDOT Parcel No. 100) necessary to construct or improve State Road No. 400 (Interstate 4) to the Florida Department of Transportation (FDOT). (District 5 - Carey) (Jerry McCollum)
- 55 . Adopt Resolution and authorize the Chairman to execute a County Deed conveying property (FDOT Parcel No. 103) necessary to construct or improve State Road No. 400 (Interstate 4) to the Florida Department of Transportation (FDOT). (District 5 - Carey) (Jerry McCollum)

Roads-Stormwater

- 56 . Approve and authorize the Chairman to execute a Revenue Agreement between Seminole County and the St. Johns River Water Management District for the Seminole County Watershed Action Volunteer (WAV) Program Coordination. (Kim Ornberg)
- 57 . Approve and authorize the Chairman to execute a Revenue Agreement between the

University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program. (Kim Ornberg)

• **County Attorney's Consent Agenda (Items No. 58 - 62)**

County Attorney's Office
Litigation

- 58 . **Flightline of Sanford, Inc.** - An amended business damage claim has been filed by Flightline of Sanford, Inc. relating to Parcel Numbers 103/703 on the County Road 15 project. The owners of Parcel Numbers 103/703 are Winston and Camini Singh. Flightline of Sanford, Inc. operated a business on the site and has claimed \$297,655.00 in damages for the complete loss of the business, exclusive of statutory interest, attorney's fees, and cost reimbursements. Request authorization to make a counteroffer based on the report of the County's business damage expert up to the amount of the claim filed. Judge Simmons. (District 5 - Carey)
- 59 . **Lawlor Property** - A business damage claim has been served by Land Technologies, Inc., relating to Parcel I.D. Number: 16-19-30-5AB-0500-0030 on the Lockhart Smith Canal Project. The owner of the real property is John S. Lawlor who is sole officer, director, and shareholder of the corporation. Land Technologies, Inc. operates a nursery business on the site and has claimed \$138,363.00 in damages, exclusive of statutory interest, attorney's fees, and cost reimbursements. Request authorization to make a counteroffer based on the report of the County's business damage expert up to the amount of the claim filed. Judge Dickey. (District 5 - Carey)
- 60 . **Singh Property** - Approve proposed negotiated settlement relating to Parcel Numbers 103/703 of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$254,113.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge Simmons. (District 5 - Carey)
- 60A . **ADD 0N - Garth A. Schweizer Landscape Architect** - A business damage claim has been filed by Anthologia, Inc. d/b/a Garth A. Schweizer Landscape Architect, relating to Parcel Numbers 128/728A/728B/728C on the County Road 15 project. Anthologia operates a business on the site and has claimed \$950,350.00 in damages to compensate the business for reduction in income stream and a \$500,000.00 estimate for the cost to reestablish the business to avoid a total loss, or a total of \$1,450,350.00, exclusive of statutory interest, attorney's fees and cost reimbursements. Request authorization to make a counteroffer of \$313,397.14, based on the recommendation of County's experts. Judge Simmons. (District 5 - Carey)

Other

- 61 . **SCIDA and SCOPA Financial Disclosure** - Adopt Resolutions requiring SCIDA and SCOPA board members to file financial disclosure statements.

Property Acquisition

- 62 . **Regency Park at Lake Mary Condominiums** - Approve and execute purchase agreement relating to Parcel Number 729B of the Lake Emma Road improvement project, located at Regency Park at Lake Mary Condominiums on Secret Harbor Lane, for \$38,055.00, inclusive of statutory attorney fees, expert's fees and cost reimbursements interest and any other matter for which Seminole County might be obligated to pay relating to this parcel. (District 5 - Carey)

•Constitutional Officers Consent Agenda (Items No. 63 - 65)

Clerk's Office (Maryanne Morse, Clerk of the Court)

- 63 . Approval of Expenditure Lists dated October 29 & November 5 & 13, 2007; and approval of Payroll Lists dated November 1 & 15, 2007; and approval of Investment Policy Amendment; and approval of BCC Official Minutes dated October 23, 2007. (Dave Godwin)

Sheriff's Office (Don Eslinger, Sheriff)

- 64 . **Appropriation of Unclaimed Evidence Funds** - Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-23 increasing the Sheriff's Office FY 2007/08 budget by \$14,152.00. (Penny Fleming)
- 65 . **Law Enforcement Trust Fund** - Approval by the Seminole County Board of County Commissioners to contribute \$16,000.00 from the Sheriff's Law Enforcement Trust Fund to the "Take Stock in Children" Mentoring and Scholarship Program administered by the Foundation for Seminole County Public Schools, Inc. and \$750.00 to Seminole Community College on behalf of one selected student. (Penny Fleming)

Regular Agenda

- 66 . **Aeromedical Helicopter Services** - Staff is requesting Board direction on how to proceed regarding RFI-600219-07/BJC - Aeromedical Helicopter Services. (Ray Hooper)
- 67 . **Computer Equipment/Technical Staffing Services** - Award RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services to ESQ IT Solutions, Orlando. (Ray Hooper)
- 68 . **Qualified Target Industry/I-TradeFX** - A Resolution recognizing I-TradeFX as a Qualified Target Industry (QTI) and providing an appropriation of \$80,000.00 as local participation in the state QTI tax refund program. (Bill McDermott)
- 69 . **Qualified Target Industry/Market Traders Institute** - Approve and authorize the Chairman to execute a Resolution recognizing Market Traders Institute as a Qualified Target Industry (QTI) and providing an appropriation of \$100,000.00 as local participation in the state QTI tax refund program. (Bill McDermott)

- 70 . **Surplus Property** - Board direction regarding surplus property acquired in conjunction with the County Road 46A, Phase III, Road Improvement Project from west of Forrest Drive to east of Vinewood Drive. (District 5 - Carey) (Jerry McCollum)

County Manager's Briefing

- 71 . **Improvements to Soldiers Creek Park** - Board discussion and direction concerning improvements to Soldiers Creek Park per Board request during budget hearings on July 31st and August 2nd. (Bryan Nipe)
- 72 . **Leisure Services Advisory Committee** - Board discussion and direction concerning establishing a fifteen (15) member Leisure Services Advisory Committee that would replace the existing Natural Lands, Trails and Greenways, and Parks & Recreation Advisory Committees. (Joe Abel)
- 73 . **SeminoleWAY** - Staff is seeking direction from the Board regarding a proposed action plan for conducting a study of the SeminoleWAY Corridor (i.e., State Road 417 Expressway) for purposes of economic development and job growth. (Dori DeBord)
- 74 . **Update on Evaluation and Appraisal Report (EAR)** - Direct staff to proceed with the EAR-based amendments process as presented. (Sheryl Stolzenberg)

County Attorney's Briefing

Constitutional Officers Briefing

- **Recess BCC Meeting until 1:30 P.M.**
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- **Reconvene BCC Meeting at 1:30 P.M.**
 - **Public Hearing Agenda**
 - **Accept Proof of Publication**
 - **Chairman's Statement of Public Hearing Rules and Procedures**

Public Hearings

- 75 . **Brownfield Area Designation** - Designate property located at 6735 US 17-92 Fern Park, located east of US 17-92 and south of Fernwood Blvd, leased by Lowe's Home Improvement, Inc., a Brownfield Area for the purpose of environmental rehabilitation and economic development. Adopt a resolution supporting Lowe's application in the State's Brownfield Redevelopment Bonus Program and electing exemption from local financial support. (District 4 - Henley) (John Metsopoulos)
- 76 . **Brownfield Area Designation** - Designate two parcels located within the vicinity of 2950 Railroad Avenue, located west of State Road 417, east of Tusawilla Road, and south of State Road 434, owned by L.D. Plante, Inc., a Brownfield Area for the purpose of environmental rehabilitation and economic development. (District 2 - McLean) (Tom Tomerlin)

- 77 . **Appeal** - Board of Adjustment decision to approve 1) a lot size variance from 43,560 square feet to 40,904 square feet, 2) a front yard setback variance from 50 feet to 40 feet and 3) a side street setback variance from 50 feet to 10 feet for a proposed single family home in the A-1 (Agriculture) District. (District 2 - McLean) (Kathy Fall)
- 78 . **Capital Improvement Element 2007** - An ordinance amending the Capital Improvements Element of the Seminole County Comprehensive Plan (Vision 2020 Plan) by updating the text and replacing in full the Exhibits section of the Capital Improvements Element; (Seminole County). (Sheryl Stolzenberg)
- 79 . **Large Scale Future Land Use Amendment** - From Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) for approximately 16.34 acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue (Harling, Locklin & Associates, Hugh Harling). (District 5 - Carey) (Austin Watkins)
- 80 . **Rezone** - From A-1 (Agriculture) to R-1AA (Single-Family Dwelling) on 0.388 acres, located on the southeast corner of Derbyshire Road and Thunder Road (Hugh Harling). (District 4 - Henley) (Ian Sikonia)
- 81 . **Rezone** - From A-1 (Agriculture) to C-3 (General Commercial & Wholesale) for approximately 11.26 acres, located south of W. Chapman Road and east of State Road 417, approximately 220 feet west of Tatra Street (Terra Engineering/Rashad H. Jamalabad). (District 1 - Dallari) (Tina Williamson)
- 82 . **Vacate and Abandonment** - A portion of the unimproved public right-of-way known as South Drive, as shown on Watts's Farms Plat, as recorded in Plat Book 6, Page 80 in Section 10, Township 21S, Range 30E (Sima J. Sadri). (District 2 - McLean) (Alan Willis)
- 83 . **Vacate and Abandonment** - A portion of the conservation easement situated on Lot 10, as shown on the plat of Mikler Road Estates, further described as located on the east side of Mikler Road, approximately $\frac{3}{4}$ mile south of Red Bug Lake Road, (Richard L. and Susan D. Hanas). (District 1 - Dallari) (Cynthia Sweet)

Legislative Update

- 84 . Staff will provide an update of legislative program and activities. (Lisa Spriggs, Susan Dietrich)

- **Chairman's Report**
- **District Commissioner's Report - 3, 4, 5, 1 and 2**
- **Committee Report**
- **County Manager's Report**
- **County Attorney's Report**
- **Items For Future Agenda - Commission, Staff or Citizens**

Adjourn BCC Meeting

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

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

**THE FOLLOWING RESOLUTION WAS ADOPTED
AT THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA ON THE 11th DAY OF DECEMBER, A.D., 2007**

WHEREAS, Stephan E. Hrindich, currently an Engineering Inspector in the Roads-Stormwater Division of the Public Works Department, began his employment with Seminole County on June 13, 1984; and,

WHEREAS, Stephan E. Hrindich will retire effective December 31, 2007, after twenty three (23) years of employment with Seminole County; and,

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

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

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

ADOPTED this 11th day of December, A.D., 2007.

ATTEST:

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

Brenda Carey, Chairman
Board of County Commissioners

**THE FOLLOWING RESOLUTION WAS ADOPTED
AT THE REGULAR MEETING OF THE BOARD OF
COUNTY COMMISSIONERS OF SEMINOLE COUNTY,
FLORIDA ON THE 11th DAY OF DECEMBER, A.D., 2007**

WHEREAS, John McDaniel, Jr., a Team Leader in the Roads-Stormwater Division of the Public Works Department, began his employment with Seminole County on October 31, 1984; and

WHEREAS, John McDaniel, Jr. will retire effective December 31, 2007, after twenty three (23) years of employment with Seminole County; and

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

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

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

ADOPTED this 11th day of December, A.D., 2007.

ATTEST:

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

Brenda Carey, Chairman
Board of County Commissioners

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Lowe's Revised redevelopment Grant Agreement

DEPARTMENT: Economic Development

DIVISION: Community Redevelopment Agency

AUTHORIZED BY: William McDermott

CONTACT: John Metsopoulos

EXT: 7133

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the US 17-92 CRA Redevelopment Grant Agreement between the CRA and Lowe's Home Centers, Inc.

District 4 Carlton D. Henley

John Metsopoulos

BACKGROUND:

On January 23, 2007 the 17-92 CRA awarded Lowe's a \$225,000 Grant for the redevelopment of the former K-Mart site.

Staff has revised the Redevelopment Grant Agreement with Lowe's Home Centers to provide enhanced landscaping and site improvements as outlined in Exhibit B and is presenting the revised agreement to the Board of County Commission for approval.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the US 17-92 CRA Redevelopment Grant Agreement between the CRA and Lowe's Home Centers, Inc.

ATTACHMENTS:

1. Agreement
2. County Attorney's Office Memorandum
3. Lowe's Agreement Exhibit B
4. Lowe's Landscaping Upgrades

Additionally Reviewed By:

County Attorney Review (Ann Colby, Arnold Schneider)

**US 17-92 CRA REDEVELOPMENT GRANT AGREEMENT
LOWES HOME CENTER - FERN PARK**

THIS AGREEMENT is effective this _____ day of _____, 20____, by and between the **US 17-92 COMMUNITY REDEVELOPMENT AGENCY**, a public agency created by Resolution No. 97-R-130, pursuant to Florida Statutes 165.031, 163.356, and 163.357, of and in the State of Florida, whose address is 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "CRA") and **LOWE'S HOME CENTERS, INC.**, authorized and doing business in the State of Florida, whose address is 1605 Curtis Bridge Road, Wilkesboro, North Carolina 28697, and whose Employer ID Number is 56-0748358 (hereinafter referred to as the "COMPANY").

W I T N E S S E T H

WHEREAS, the Board of County Commissioners of Seminole County, Florida (the "BOARD") has established the CRA in accordance with the Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes, in recognition of the need to address, prevent, and eliminate blighted conditions within the community; and

WHEREAS, the BOARD enacted Ordinance Number 97-54 adopting the US 17-92 Corridor Redevelopment Plan (the "Plan") for the purposes of community redevelopment within the US 17-92 Community Redevelopment Area (the "Area"); and

WHEREAS, the CRA is authorized to undertake and carry out community redevelopment projects and related activities in accordance with Florida Statutes, Section 163.370; and

WHEREAS, the CRA has identified the need to eliminate blight conditions, increase commercial activity, improve pedestrian safety, and provide job opportunities for area residents in the Plan; and

WHEREAS, the US 17-92 Redevelopment Planning Agency (the "RPA") is empowered to review redevelopment projects, programs, and opportunities and provide recommendations to the CRA as authorized by the Multiparty Interlocal Agreement Establishing the US 17-92 Redevelopment Planning Agency; and

WHEREAS, the RPA has reviewed the proposal for commercial redevelopment of the shopping plaza located at 6735 South US Highway 17-92 in Fern Park and generally known as "Lowe's Home Center-Fern Park" and identified by the Development Review Division (the "Division" or the "County") of the Planning and Development Department of Seminole County, as Project No. 06-06000043 (the "Project"), presented by the COMPANY and found the Project consistent and complementary to the goals of the Plan; and

WHEREAS, the Project is consistent with the following strategies identified in the Plan:

(a) Promote and locate strategic land use activities of regional importance within the redevelopment area to capture emerging market opportunities while reinforcing the unique character of the community;

(b) Establish a partnership between the public sector and the private sector for the purpose of understanding the mutual benefits of proposed redevelopment projects; and

WHEREAS, on October 27, 2006, the RPA unanimously endorsed the Project and recommended the Project be forwarded to the CRA for approval; and

WHEREAS, the COMPANY is proposing as part of the Project to redevelop the former K-Mart shopping center located at 6735 South US Highway 17-92 (the "Property"), located in unincorporated Seminole County within the geographic boundaries of the Area, in accordance with the set of plans more particularly described in Exhibit A attached hereto and made a part hereof as approved by the Division on or about April 19, 2007 (collectively,  the "Project Plans"); and

WHEREAS, on January 23, 2007, the CRA authorized financial assistance from the 17-92 Redevelopment Trust Fund in the form of CRA Economic Redevelopment Grant Agreement to the COMPANY to assist the COMPANY in the Project by providing for enhanced landscaping and site improvement; and

WHEREAS, the CRA and the COMPANY desire to enter into this Agreement for the purpose of establishing additional assurances to the CRA that expenditures of the CRA related to the Project will produce a positive economic effect in the Area as a result of COMPANY'S activities in the Area;

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby covenant and agree as follows:

SECTION 1. RECITALS.

A. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

B. The CRA finds and declares that it is in the public's best interest and serves a public purpose to award a CRA Economic Redevelopment Grant from the 17-92 Redevelopment Trust Fund to the COMPANY in the amount of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) (the "Award") pursuant to the terms of this Agreement.



SECTION 2. DEFINITIONS.

A. "Project" includes all development, renovation, construction, and redevelopment substantially in accordance with the Project Plans and as described in Exhibit B-Fern Park Public Purpose Investments. The Project is intended to be completed by December 31, 2008.

B. "Completion Thresholds". The Project shall be deemed completed when the County issues its certificate of completion for the Lowe's store thereon, and the Lowe's store opens for business to the public and when investment as described in Exhibit B is verified (collectively, the "Store Completion").

C. "Award Payout." Award payout for the Project shall be made only after the COMPANY has satisfied the Completion Thresholds for the Project within the prescribed time period referenced in Section 2.A. and Section 2.B. of this Agreement, and investment as described in Exhibit B is verified.

The Award Payout upon completion of the Project shall be TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00). This amount represents 100 percent of the total grant award of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00).

D. "Allowable Costs" are any costs allowable by law associated with the redevelopment, renovation, and construction of the Project. Said costs may include site development costs, constructions costs, construction materials costs,  impact fees, permitting fees, and/or professional service fees associated with the Project.

SECTION 3. REPRESENTATIONS OF THE COMPANY. The COMPANY hereby represents and warrants to the CRA the following:

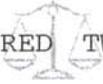
A. The COMPANY is duly organized and validly existing under the laws of the State of North Carolina and is authorized to do business in the State of Florida.

B. The COMPANY has the corporate power, authority, and legal right to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement by the COMPANY have been duly authorized by all necessary corporate and shareholder action.

SECTION 4. COVENANTS OF THE COMPANY. The COMPANY hereby covenants with CRA to do the following:

A. The COMPANY agrees to redevelop the Property (the former K-Mart Shopping Center) located at 6735 South US Highway 17-92, Fern Park, Seminole County, Florida in accordance with the Project Plans and the permits issued by the County with respect thereto.

B. The COMPANY agrees to satisfy the terms as described in Section 2.B. of this Agreement before requesting disbursement of the Award.

SECTION 5. COVENANTS OF THE CRA. Once the Store Completion and investment as described in Exhibit B is verified, the CRA will cause to be issued a payment to the COMPANY for demonstrated and allowable costs incurred up to TWO HUNDRED  TWENTY FIVE THOUSAND AND NO/100 DOLLARS (\$225,000.00) for redevelopment costs.

SECTION 6. TERM. This Agreement shall become effective upon execution by the CRA and the COMPANY and shall remain in effect through close out of the Agreement pursuant to and consistent with its terms. This Agreement will terminate upon payment to the COMPANY of the Award.

SECTION 7. FORCE MAJEURE. In the event any party hereunder fails to satisfy a requirement imposed in a timely manner due to hurricane, flood, tornado, or other Act of God or force majeure, then said party shall not be in default hereunder; provided, however that performance shall recommence upon such event ceasing its effect.

SECTION 8. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors in interest, transferees, and assigns of the parties.

SECTION 9. ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written approval of the other.

SECTION 10. NOTICES.

A. Whenever either party desires to give notice unto the other, notice may be sent to:

CRA:

US 17-92 Community Redevelopment Agency
County Services Building
1101 E. First Street
Sanford, FL 32771

With copies to:

Seminole CRA Economic Development Dept.
John Metsopolous, Coordinator
US 17-92 CRA
1055 AAA Drive, Suite 145
Heathrow, FL 32746

COMPANY:

Lowe's Home Centers, Inc.
Attn: Legal Real Estate Dept.
Mail Code LGS6
1605 Curtis Bridge Road
Wilkesboro, NC 28697

With copies to:

Lowe's Companies, Inc.
Attn: Property Management
REEC Dock (FMN6)
1605 Curtis Bridge Road
Wilkesboro, NC 28697

B. Either of the parties may change, by written notice as provided herein, the addresses of persons for receipt of notices or invoices. All notices shall be effective upon receipt.

SECTION 11. INDEMNITY AND INSURANCE.

A. Each party to the Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

B. To the extent allowed by law, each party to this Agreement shall indemnify, save, and hold harmless the other party and all of its respective officers, agents, and employees from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description whatsoever, including claims of property damage and claims for injury to or death of persons brought or recovered against the other party to this Agreement by reason of any act or omission of  the responsible party, its respective officers, agents, subcontractors, or employees in the execution of the work relating to this Agreement.

C. The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity of the CRA beyond the waiver provided for in Section 768.28, Florida Statutes.

D. The COMPANY shall provide necessary workers' compensation coverage and unemployment compensation for its employees.

SECTION 12. CONFLICT OF INTEREST.

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

B. The COMPANY hereby certifies that no officer, agent, or employee of the CRA has any material interest (as defined in Section 112.312, Florida Statutes), either directly or indirectly, in the business of the COMPANY to be conducted there, and that no such person shall have any such interest at any time during the term of this Agreement.

C. Pursuant to Section 216.347, Florida Statutes, the COMPANY hereby agrees that monies received from the CRA pursuant to this Agreement will not be used for the purpose of lobbying the legislature or any other state or federal agency.

D. The COMPANY agrees that it will comport all of its activities with the provisions of Chapter 760, Florida Statutes.

SECTION 13. COMPLIANCE WITH LAWS AND REGULATIONS. In performing under this Agreement, the parties shall abide by all laws, statutes, ordinances, rules, and regulations pertaining to or regulating the performance set forth herein, including those now in effect and hereafter adopted. Any material violation of said laws, statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the non-violating party to

terminate this Agreement immediately upon delivery of written notice of termination to the violating party.

SECTION 14. EMPLOYEE/COMPANY STATUS.

A. Persons employed or retained by the COMPANY in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to the CRA's officers and employees either by operation of law or by the CRA.

B. The COMPANY assumes total responsibility for salaries, employment benefits, contractual rights and benefits, contract payments, and federal, state, and local employment taxes, if any, attributable to the COMPANY  or contractors and agrees to indemnify and hold the CRA harmless from any responsibility for same.

C. In performing this Agreement, planning, developing, constructing, equipping, and operating the Project or carrying out any of the activities to be carried out by the COMPANY, the COMPANY will be acting independently, in the capacity of an independent entity, and not as a joint venturer, partner, associate, employee, agent, or representative of the CRA.

SECTION 15. NO THIRD-PARTY BENEFICIARIES. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns, including any successor in interest to the COMPANY's interest in the Project, and is not intended to and shall

not benefit any third party. No third party shall have any rights hereunder as a result of this Agreement or any right to enforce any provisions of this Agreement.

SECTION 16. CONTINGENT FEES/CONFLICTING EMPLOYMENT.

A. The COMPANY covenants that it has employed and retained only bona fide employees working for the COMPANY and attorneys and consultants to solicit or secure this Agreement. The CRA warrants that it has not paid or agreed to pay any person, the COMPANY, corporation, individual, or firm, other than a bona fide employee working for the COMPANY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award for making this Agreement.

B. The COMPANY agrees  at the time of execution of this Agreement it has no retainer or employment agreement, oral or written, with any third party relating to any matters which adversely affect any interest or position of the CRA. During the term of this Agreement, the COMPANY shall not accept any retainer or employment from a third party whose interests appear to be conflicting or inconsistent with those of the CRA.

SECTION 17. GOVERNING LAW/ATTORNEYS' FEES. This Agreement shall be construed and interpreted according to the laws of the State of Florida. In the event of litigation between the parties arising from or pertaining to this Agreement, the prevailing party shall be

entitled to recover from the other reasonable trial and appellate attorneys' fees and costs.

SECTION 18. CONSTRUCTION OF AGREEMENT. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, CRA and the COMPANY, have contributed substantially and materially to the preparation hereof.

SECTION 19. CONSTITUTIONAL AND STATUTORY LIMITATION ON AUTHORITY OF THE CRA. The terms and conditions of this Agreement placed upon the CRA are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of the CRA. Specifically,  the parties acknowledge that the CRA is without authority to grant or pledge a security interest in any of the CRA's revenue sources or property.

SECTION 20. EVENTS OF DEFAULT/REMEDIES. For purposes of this Agreement, "Event of Default" shall mean any of the following:

A. The COMPANY shall misapply or cause the misapplication of CRA funds or credits received pursuant to this Agreement.

B. Any representation or warranty made by the COMPANY herein or in any statement, invoice, or certificate furnished to the CRA in connection with the performance of this Agreement that proves to be untrue in a material respect as of the date of issuance or making

thereof and not corrected or brought into compliance within thirty (30) days after written notice thereof to the COMPANY by the CRA.

C. The COMPANY shall materially breach any covenant contained in this Agreement and such breach shall not be corrected or cured within thirty (30) days after written notice thereof to the COMPANY by the CRA; provided, however, that the CRA may declare a lesser cure period in the event that it finds, in its sole and absolute discretion, that such lesser period is necessary to protect the public health, safety, or welfare.

D. If within forty-five (45) days after receiving written notice from the CRA that an Event of Default has occurred, the COMPANY shall refund such disbursed funds which the CRA determines have been misapplied under the terms of this Agreement, or, in the alternative, deposit such funds into the registry of the Court, subject to determination of the CRA's entitlement thereto. The CRA may proceed to assert any and all legal or equitable remedies provided by law.

SECTION 21. COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

SECTION 22. HEADINGS. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

SECTION 23. TIME. Time is of the essence of this Agreement.

SECTION 24. SEVERABILITY. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable by a Court of competent jurisdiction, said determination shall not, in any way, effect the obligation of the parties as provided for or referred to herein and, to that end, the provisions of this Agreement shall be deemed severable. However, such invalidity or unenforceability shall preclude the continuing effect of this Agreement if a failure of consideration were to occur.

SECTION 25. ENTIRE AGREEMENT.

A. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified or amended except by written instrument equal in dignity herewith and executed by the parties to be bound thereby.

B. No waiver or consent to any departure from any term, condition, or provision of this Agreement shall be effective or binding upon any party hereto unless such waiver or consent is in writing and signed by an authorized officer of the party giving the same and delivered to the other party.

C. The COMPANY agrees that no representations have been made by the CRA in order to induce the COMPANY to enter into this Agreement other than as expressly stated in this Agreement.

(End of Agreement - Signature Page Follows)

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

ATTEST:

LOWES HOME CENTERS, INC.

Secretary

By: _____
President

[CORPORATE SEAL]

Date: _____

US 17-92 COMMUNITY
REDEVELOPMENT AGENCY

Witness

By: _____

Print Name

Title: _____

Witness

Date: _____

Print Name



AEC:jjr
11/7/07

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**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: John G. Metsopoulos, Program Manager II
Economic Development

Cc: William McDermott, Director
Economic Development

From: Ann E. Colby, Assistant County Attorney
Ext. 7254

Date: November 8, 2007

Subject: CRA Agreement with Lowe's Home Centers, Inc.

Attached is the US 17-92 CRA Redevelopment Grant Agreement with Lowes Home Center (Fern Park). The Agreement has been formatted to conform with other agreements prepared by this office. There were two small language changes: (i) Lowe's Home Center – Fern Park was added to the title; and (ii) the "whereas" clause on page 3 that begins "WHEREAS, on January 23, 2007, . . . to the COMPANY to assist the COMPANY in the ~~construction of the Project~~ **by providing for enhanced landscaping and site improvement; and**". Additionally, the signature page was revised so that the CRA and Lowe's will sign the Agreement, not the Board of County Commissioners.

Exhibit B, Fern Park Public Purpose Investments, is attached to the Agreement. Please attach Exhibit A to the Agreement prior to execution.

Please give me a call if you have any questions or changes. Once the Agreement has been signed by all parties, please provide a copy for our files.

AEC:jjr
Attachment:
Agreement



Fern Park Public Purpose Investments

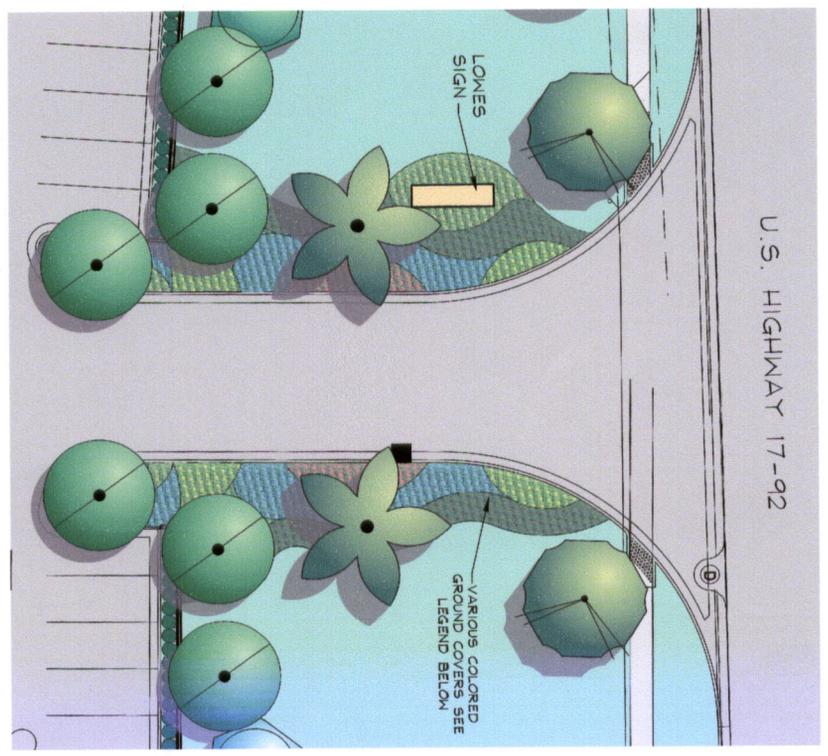
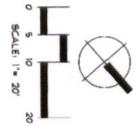
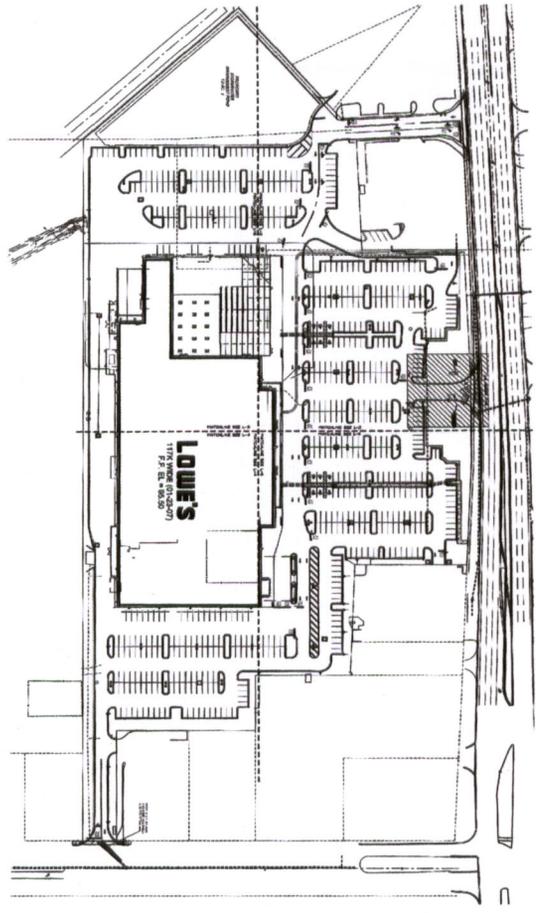


- As part of the CRA Agreement, Lowe's will commit to off-site improvements, remediation investment and landscaping upgrades totaling more than \$600,000.
- These include:
 - US17-92 Traffic Signalization \$280,000
 - Turn lane on access road & asphaltic overlay \$75,000
 - Demolition and removal of Asbestos tile: \$55,000
 - Removal of 6" Asbestos Cement Pipe: \$20,000
 - Install 2,500 lf of county owned 8" PVC: \$100,000
 - Phase II remediation requirements (related to oil contamination) \$50,000
 - Fire hydrant replacement: \$7,500
 - Landscaping Upgrades (see attached): \$30,000

Total: \$617,500

Exhibit B

Fern Park Lowes Entrance Landscape Plan



PLANT LEGEND

SYMB.	COMMON NAME
TREES	
AR	FLORIDA FLAME MAPLE
PC	CANARY ISLAND DATE PALM
TY	SILVER TRUPEE™ TREE
TD	BAIRD CYPRESS
SHRUBS	
FS	FLORIDA PRIVET
GROUNDCOVER	
CO	BLUE DAIZE
DV	YELLOW IRIS/BUTTERFLY IRIS
LC	LANTANA
JC	BLUE RUG JUNIPER
PC	PIKE'S PALMS
PI	INDIAN HAWTHORN
SI	ARGENTINE BAHIA 500

cplh
Creative Planting & Landscaping, Inc.
1177 Fern Park Road
Fern Park, FL 32730
Phone: 407-876-1177
Fax: 407-876-1178
www.cplh.com

Prepared: September 28, 2007
Project: Fern Park Lowes Entrance Landscape Plan
Drawing: Landscape Plan

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Confirm Appoint of Assistant County Manager

DEPARTMENT: County Manager Office **DIVISION:**

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

MOTION/RECOMMENDATION:

Confirm appointment of Sabrina O'Bryan as Assistant County Manager effective December 17, 2007.

County-wide

Cynthia Coto

BACKGROUND:

In accordance with Section 2.3B(1) of the Seminole County Charter, this is to request the Board of County Commissioner's confirmation of the appointment of Sabrina O'Bryan, as the Assistant County Manager, at an annual salary of \$72,012.93.

Ms. O'Bryan's resume is attached for the Board's review.

STAFF RECOMMENDATION:

Staff recommends confirmation of the appointment of Sabrina O'Bryan as Assistant County Manager effective December 17, 2007.

ATTACHMENTS:

1. Resume

Additionally Reviewed By: No additional reviews

Sabrina K. O'Bryan
3874 Kingston Oaks Cove
Oviedo, FL 32765

September 17, 2007

Cynthia A. Coto
County Manager
Seminole County Government
1101 E. First Street
Sanford, FL 32771

Dear Ms. Coto:

I am extremely interested in the Assistant County Manager position and the opportunity to work with the county management team.

As you will see on my enclosed resume, I have the organizational, project management, relationship building and supervisory skills necessary to excel in this position. I possess excellent listening and communication skills, which I have learned are essential to managing multiple priorities.

My experience in the private and public sector has prepared me for the professional and managerial quality work you are seeking for the position. If you have the opportunity to speak with current or previous co-workers and supervisors, I am confident you will discover I consistently reach beyond expectations.

I look forward to speaking with you further about the position and the opportunity.

Sincerely,

Sabrina K. O'Bryan

Enclosure

Sabrina K. O'Bryan

3874 Kingston Oaks Cove, Oviedo, FL 32765

(W) 407-665-7134 (C) 407-221-3783

- Objective** To utilize my project management, organizational and leadership skills to assist in the implementation of the county's vision and continue to build upon nine years of multi-departmental experience in Seminole County.
- Competencies**
- Analytical Thinking & Quality Decisions
 - Communication & Relationship Building
 - Creativity, Initiative & Versatility
 - Customer Focus & External Awareness
 - Integrity
 - Investigation & Research
 - Leadership & Teamwork
 - Organization & Project Management
- Experience** February 1998-Present Seminole County Government, Sanford FL
- Program Manager/Economic Development**
- Manage jobs growth incentive, business retention and outreach programs including long term project management and associated budgets
 - Implement strategic goals including the FTZ marketing materials and the Airport-City-County joint economic development strategy
 - Research, prepare and present statistical data and reports to the county management team, Board of County Commissioners and for use in the annual report, state of the county and bond presentations
 - Develop and monitor for performance all partnership agreements for example Metro Orlando EDC, SCC, and Orlando Sanford International Airport etc.
- Senior Coordinator-Customer Service Manager/Information Technologies**
- Set the example and guided the customer service operations team of seven toward the departments vision to provide excellent customer service
 - Implemented a cross training program for seven team members
 - Coordinated daily operations between teams
 - Collected and analyzed service statistics; adjusted operations as needed
 - Managed special projects including disaster recovery training and countywide software upgrades; which required collaboration with other teams and excellent project management skills to meet goals
 - Collaborated with departments countywide to mitigate technology issues at both staff and management levels
 - Successfully balanced multiple issues requiring immediate attention

**Experience
(continued)**

Technician/Information Services

- Provided first level technical support; utilized problem solving/troubleshooting skills
- Liaison between County IT Department and external service providers
- Prepared written procedures and cross trained co-workers to improve service levels
- Monitored systems for performance and developed improved processes to maintain efficiency

Senior Staff Assistant/Environmental Services

- Responsible for the accurate generation of approximately 30,000 bills per month; reconciled \$2 million in revenue monthly
- Provided informal leadership to six member customer service team
- Created custom reports to streamline the process and exceed customer expectations
- Managed a major software program replacement project for our department

January 1996 – February 1998

KAISCO, Inc. Sanford, FL

Office Administrator/Independent Paint Jobber

- Coordinated daily operations to ensure excellent service, managed special projects and skills transfer to satellite office administrator

April 1992 – March 1995 American Automobile Association, Heathrow, FL

Specialist/Telecommunications

- Maintained call accounting system for over 140 departments and coordinated service with internal/external stakeholders

Education

Barry University, Miami, FL

- B.S. Professional Administration (GPA 3.564), 2005

**Additional
Qualifications**

- Casselberry Chamber, 2nd Vice President (2007)
- Oviedo-Winter Springs Chamber, Business Development Committee (2007),
- Seminole County Regional Chamber, Ambassador & IRL Committee (2006-2007)
- University of South Florida Economic Development Course (2006)
- Employee of the Month November (2006)
- Florida Leadership Summit (2005)
- Employee Suggestion Box Chair (2004-2005)
- Effective Supervisory Management Training Program (2003)
- 7 Habits of Highly Effective People (2002)
- Employee Academy Graduate (2001)
- Employee of the Year (2000)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution - Administrative Code Section 1.5 Revision Revisions

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY:

CONTACT: Sharon Peters

EXT:

MOTION/RECOMMENDATION:

Adopt and authorize the Chairman to execute a Resolution establishing revisions to Section 1.5 of the Seminole County Administrative Code.

County-wide

Cynthia Coto

BACKGROUND:

On January 9, 2007 the Board authorized the County Manager to proceed with organizational changes. During the discussion, the County Manager confirmed that this was the first of several phases of organizational alignment, and further, that it would be necessary to update the Administrative Code to reflect the changes.

The following summarizes the primary changes requested to the Administrative Code:

Section 1.5 "Organization" A.(i) remove Addressing Division from the Business Innovation and Technology Services and placing back in the (I) Planning and Development Department to better serve the needs of the department.

STAFF RECOMMENDATION:

Adopt and authorize Chairman to execute Resolution amending revisions to Section 1.5 "Organization" of the Administrative Code.

ATTACHMENTS:

- 1. Admin Code
- 2. Resolution

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

SECTION 1. ORGANIZATION

1.5 ORGANIZATION

A. The organization and management structure for Seminole County government is as follows:

(1) **COUNTY ATTORNEY** - The County Attorney is the chief legal counsel to the County and is the head of the County Attorney's Office. The County Attorney serves under the supervision of the Board of County Commissioners.

(2) **COUNTY MANAGER** - The County Manager shall be the chief executive officer of the County and is responsible for departments reflected herein. The County Manager serves at the pleasure of the Board of County Commissioners and shall be responsible to the Board of County Commissioners for the performance of such duties as prescribed by the Seminole County Home Rule Charter, County ordinances, direction from the Board of County Commissioners and the laws of the State of Florida.

(a) **COUNTY MANAGER'S OFFICE** - The County Manager's Office shall be responsible for the supervision, direction and control of the Commission Office and all County Departments.

(b) **ADMINISTRATIVE SERVICES** - The Department of Administrative Services shall be under the direct supervision of the Administrative Services Director. The Department of Administrative Services shall include, but not be limited to, the functions of facilities maintenance, fleet services, risk management, safety, support services, property management and property acquisition, construction management, purchasing and records management.

(c) **COMMUNITY INFORMATION** - the Department of Community Information is under the direct supervision of the Community Information Director. The Department's mission shall include, but not be limited to, the dissemination of public information through such means necessary including Seminole Government TV, coordination of press releases, production of informational brochures and flyers and other promotional outlets. The Department shall also be responsible for telecommunication franchising and be responsible for all public records requests that cannot be handled immediately by the department to whom the request is made.

(d) **COMMUNITY SERVICES** - The Department of Community Services is under the direct supervision of the Community Services Director. The Department of Community Services shall include, but not be limited to, the functions of probation, prosecution alternatives for youth (PAY), adult pre-trial diversion, veterans services, community assistance, Federal and State Housing and Community Development Programs, and cooperative extension services.

(e) **ENVIRONMENTAL SERVICES** - The Department of Environmental Services is under the direct supervision of the Environmental Services Director. The Department of Environmental Services shall include, but not be limited to, the functions of water and sewer and solid waste.

(f) **ECONOMIC DEVELOPMENT** – The Economic Development Department is under the direct supervision of the Economic Development Director. The Department of Economic Development shall include, but not be limited to, the function of economic development such as recruitment and retention of desirable businesses and industries to enhance the economy of the County, and promoting Seminole County as a destination of choice (tourism).

(g) **FISCAL SERVICES** - The Department of Fiscal Services shall be under the direct supervision of the Fiscal Services Director. The Department of Fiscal Services shall include, but not be limited to, the functions of budget, municipal service benefit unit (MSBU's), and management services.

(h) **HUMAN RESOURCES** - The Human Resources Department shall be under the direct supervision of the Human Resources Director. The Department of Human Resources shall include, but not be limited to, the functions of personnel, and employee benefits.

(i) **BUSINESS INNOVATION AND TECHNOLOGY SERVICES** - The Department of Business Innovation and Technology Services is under the direct supervision of the Business Innovation and Technology Services Director. The Department of Business Innovation and Technology Services shall include, but not be limited to, the functions of computer services management, telecommunications radio maintenance, imaging, GIS, addressing, Web development and consolidation of SCINet.

(j) **LEISURE SERVICES** - The Department of Leisure Services is under the direct supervision of the Leisure Services Director. The Department of Leisure Services shall include, but not be limited to, the functions of parks and recreation, median maintenance, Trails Maintenance and Natural Lands.

(k) **LIBRARY SERVICES** – The Department of Library Services is under the direct supervision of the Library Services Director. The Department of Library Services shall include, but not be limited to, the functions of libraries, maintaining the museum activity, and Arts in Public Places.

(l) **PLANNING AND DEVELOPMENT** - The Department of Planning and Development shall be under the direct supervision of the Planning and Development Director. The Department of Planning and Development shall include, but not be limited to, the functions of issuance of permits and inspections, comprehensive planning, zoning, code enforcement, addressing and development review.

(m) **PUBLIC SAFETY** - The Department of Public Safety is under the direct supervision of the Public Safety Director. The Department of Public Safety shall include, but not be limited to, the functions of animal control, emergency management, emergency medical services, and fire suppression/rescue.

(n) **PUBLIC WORKS** - The Department of Public Works is under the direct supervision of the Public Works Director. The Department of Public Works shall include, but not be limited to, the functions of engineering, roads, stormwater and traffic engineering.

B. AUTHORITY. Resolution 2007-R-42 adopted March 13, 2007
Resolution 2005-R-172 adopted September 27, 2005
Approved by BCC September 23, 2003

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE ____ DAY OF _____, 2007.

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 for organizational purposes.

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 a new Section 1.5, "Organization", as more particularly described in the attachment.

ADOPTED this _____ day of _____, 2007.

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: _____

Attachment: Section 1.5, "Organization"

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Change Order #2 to DB-0577-06/DRR - US 17-92 Pedestrian Overpass

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Jacqui Perry

EXT: 7114

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Change Order #2 to DB-0577-06/DRR with American Bridge Company of Orlando, Florida in the amount of \$293,369.00 for the change of elevation as requested by FDOT in conjunction with the Air Space Agreement required for this project.

County-wide

Ray Hooper

BACKGROUND:

DB-0577-06/DRR provides for professional design and construction by the Design/Builder of the pedestrian overpass over U.S. Highway 17/92 at General Hutchison Parkway within the Spring Hammock Preserve just north of Longwood and Winter Springs.

Change Order #2 will provide for the change of elevation as requested by FDOT in conjunction with the Air Space Agreement required for this project (US 17-92 is being raised 4 feet during future road widening). As stated in the attached memorandum from the Seminole County Engineer dated May 31, 2007, FDOT has committed to pay 50% (\$146,684.50) of the associated costs. The proposed Change Order will also grant thirty (30) added Agreement days to complete this work. The revised date for the completion of this project is June 1, 2008. Upon approval of this Change Order, the County Engineer will formally request the District V Secretary to process FDOT's reimbursement.

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

Original Agreement Sum:	\$4,705,000.00
Change Order#1:	\$ 33,546.00
Change Order#2:	\$ 293,369.00
Revised Agreement Total	\$5,031,915.00

This is a budgeted project and funds are available in Engineering-Roads (077541.560650, CIP#00229202).

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute Change Order #2 to DB-0577-06/DRR with American Bridge Company of Orlando, Florida in the amount of \$293,369.00 for the change of elevation as requested by FDOT in conjunction with the Air Space Agreement required for this project.

ATTACHMENTS:

1. DB-0577-06-DRR CO #2 to American Bridge Company.pdf

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 No: DB-0577-06/DRR Initiation Date: October 1, 2007 Original: _____
 Change Order No: 02 Account No: _____ Contract Date: December 8, 2006
 Contract for: US 17-92 Pedestrian Overpass Arch/Eng Project No: _____

You are requested to make the following change(s) in this contract: Raise the main span of the overpass over US 17-92 to satisfy the FDOT's clearance requirement

Reason for change(s): Based on impacts with FDOT's design plans for widening of US 17/92 from four lanes to six lanes and proposed changes in roadway elevations, a redesign was required raising the main span and approaches of the Pedestrian Overpass approximately four feet

Original Contract Sum.....	\$ 4,705.00.00
Contract sum prior to this change order.....	\$ 4,738,546.00
Change order (increase)(decrease)(unchanged).....	\$ 293,369.00
New contract sum including this change order will be.....	\$ 5,031,915.00
Contract time will be (increased)(decreased)(unchanged) By (30) calendar days No calendar day.....	30
Final completion date through this change order.....	June 1, 2008

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

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

NOT VALID UNTIL SIGNED BY OWNER AND CONTRACTOR AND ARCHITECT/ENGINEER AS APPLICABLE.

Al Collock
Project Manager

N/A
Architect/Engineer

Public Works / Engineering
Department/Division

By: _____
Date: 10/15/07

Address _____
By: _____
Date: _____

American Bridge Company
Contractor (Seal)

David T. Simmons S.E.
8529 State Park Circle
Okaloosa 32819

Address _____
By: _____
Date: 10/16/07

Approved as to form & legal sufficiency:

[Signature]
County Attorney

11/16/07
Date

SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS

Brenda Carey, Chairman
Date: _____

MaryAnn Morse, Clerk of Circuit Court for
Seminole County BCC

Date



8529 South Park Circle
Suite 250
Orlando, FL 32819
407/226-7085
Fax: 407/226-7086
www.americanbridge.net
License # CGC057903

October 2, 2007

Sent Via: Field in Box

Al Collock
Seminole County Public Works Department
Engineering Division
520 West Lake Mary Boulevard
Sanford, FL 32773

Subject: US 17/92 Pedestrian Overpass Design Build
Contract DB-0577-06/DRR
COR-002- Raising Main Span Over US 17/92 Revised Pricing Based
on Final Design (Revision 2)

Mr. Collock:

Attached is the revised Change Order Request (COR) for raising the main span over US 17-92 in order to satisfy the FDOT's clearance requirement. Revisions to the COR were made based on negotiations between AB and the County.

Based on those negotiations, AB is requesting a change order be issued for the design services and additional work required for the lump sum amount of Two Hundred Ninety Three Thousand Three Hundred Sixty Nine and 00/100 Dollars (\$293,369.00).

AB has successfully maintained our Project Schedule throughout the re-design phase; however, work has only begun or has not started on items that were significantly affected by the redesign. Those work items include an increase of the MSE wall by approximately 25% along with the increase of import fill and placement for the walls, constructing stepped coping, curb, and slab on grade approach ramps, stepped aluminum handrails, and additional Class V and anti-graffiti finishes. No single item will significantly impact the Project Schedule, however all the items combined will increase the duration of the Project. Therefore AB is requesting a thirty (30) day Contract Extension be included in the Change Order. AB has not included our general condition costs for project management in our proposal, only a Contract time extension for the time required to complete this additional work.

Please note, the cost of the bond was excluded from this COR request and will be included in a subsequent Change Order at the end of the Project when AB is billed for the increase in Bond cost. All other terms and clarifications of original proposal remain unchanged.

PITTSBURGH

ORLANDO

TAMPA

WILLIAMSBURG

LOS ANGELES

SAN FRANCISCO

CHICAGO

NEW YORK

REEDSPORT



Additionally, attached to this correspondence is additional back up requested by the County; AB crew rates and aluminum railing supplier's pricing.

If you have any questions or require any additional information respective to this matter, please contact our office.

Regards,

AMERICAN BRIDGE COMPANY

A handwritten signature in black ink, appearing to read 'Allen Dronko'.

Allen Dronko
Project Manager

Attachments:

Change Order Cost Summary
Crew Rate Sheet
Aluminum Railing Pricing

Cc: COR-002 File
Project File
Richmond File



8529 South Park Circle
Suite 250
Orlando, FL 32819
407/226-7085
Fax: 407/226-7086
www.americanbridge.net
License # CGC057903

September 26, 2007

Sent Via: Field in Box

Al Collock
Seminole County Public Works Department
Engineering Division
520 West Lake Mary Boulevard
Sanford, FL 32773

Subject: US 17/92 Pedestrian Overpass Design Build
Contract DB-0577-06/DRR
COR-002- Raising Main Span Over US 17/92 Revised Pricing Based
on Final Design (Revision 1)

Mr. Collock:

Attached is the revised Change Order Request (COR) for raising the main span over US 17-92 in order to satisfy the FDOT's clearance requirement. Revisions to the COR were made based on negotiations between AB and the County.

Based on those negotiations, AB is requesting a change order be issued for the design services and additional work required for the lump sum amount of Two Hundred Ninety Three Thousand Three Hundred Sixty Nine and 00/100 Dollars (\$293,369.00).

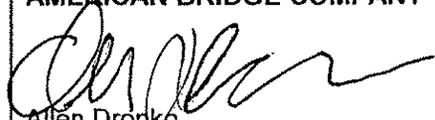
Please note, the cost of the bond was excluded from this COR request and will be included in a subsequent Change Order at the end of the Project when AB is billed for the increase in Bond cost. All other terms and clarifications of original proposal remain unchanged.

Additionally, attached to this correspondence is additional back up requested by the County; AB crew rates and aluminum railing supplier's pricing.

If you have any questions or require any additional information respective to this matter, please contact our office.

Regards,

AMERICAN BRIDGE COMPANY



Allen Dronko
Project Manager

- PITTSBURGH
- ORLANDO
- TAMPA
- WILLIAMSBURG
- LOS ANGELES
- SAN FRANCISCO
- CHICAGO
- NEW YORK
- REEDSPORT

Attachments:
Change Order Cost Summary
Crew Rate Sheet
Aluminum Railing Pricing

Cc: COR-002 File
Project File
Richmond File

AMERICAN BRIDGE COMPANY

ADDITIONAL APPROACH SPAN PRICING

PROJECT: 17 / 92 Pedestrian Bridge.

01:03 PM

01:03 PM

26-Sep-07

BID DATE: 19-July-06

	Crew	Productivity	Manhours	Waste	Quantity	Unit	LABOR		MATERIAL		EQUIPMENT		SUBS		TOTAL
							Unit Price	Extension							
DESIGN FEES															
AYRES					1.00	LS							49,527.00	49,527.00	49,527.00
PSI - Material Testing					1.00	LS							300.00	300.00	300.00
PSI - Geotech					1.00	LS							6,490.00	6,490.00	6,490.00
Survey					40.00	CH							135.00	5,400.00	5,400.00
SITWORK															
MAINTENANCE OF TRAFFIC (Additional Panel Deliveries)	L-2	12.000	24.00		2.00	DAY	221.76	443.52	0.00	0.00	0.00	0.00	0.00	0.00	443.52
MISC. EXCAVATION (Footings + Thick Edges Copings)	L-2	0.560	20.59		36.77	CY	18.19	668.92	0.00	0.00	30.00	617.76	0.00	0.00	1,286.68
BACKFILL (Footings)	L-2	1.100	48.54		44.13	CY	35.73	1,576.74	0.00	0.00	20.00	970.77	0.00	0.00	2,547.51
CLEAR & GRUB					0.21	AC		0.00				0.00	15,436.65	3,241.70	3,241.70
ROUGH GRADE SITE					1,000.00	SY		0.00				0.00	1.50	1,500.00	1,500.00
IMPORT AND SHUTTLE SELECT FILL					1,142.00	TCY		0.00				0.00	19.60	22,611.60	22,611.60
DEWATERING	L-1	2.000	60.00		30.00	DAY	55.67	1,670.13	0.00	0.00	67.00	2,010.00	0.00	0.00	3,680.13
CONCRETE PLACEMENT															
5500# PILE CAPS	P-1	0.550	13.31	10%	24.20	CY	19.14	463.11	118.00	2,855.60	0.00	0.00	0.00	0.00	3,318.71
5500# COLUMNS	P-1	1.200	29.15	13%	24.30	CY	41.75	1,014.40	118.00	2,856.81	0.00	0.00	0.00	0.00	3,881.21
5500# PIER CAPS	P-1	1.200	4.85	13%	4.05	CY	41.75	168.91	118.00	477.36	0.00	0.00	0.00	0.00	646.27
5500# MSE COPING	P-2	0.700	1.30	10%	1.85	CY	14.71	27.25	118.00	218.50	0.00	0.00	0.00	0.00	245.75
5500# MSE COPING (Decrease in Productivity)	P-2	0.210	14.81	0%	70.53	CY	4.41	311.35	0.00	0.00	0.00	0.00	0.00	0.00	311.35
5500# APPROACH SOG (Decrease in Productivity)	P-2	0.210	29.85	0%	142.16	CY	4.41	627.56	0.00	0.00	0.00	0.00	0.00	0.00	627.56
CONCRETE FORMING															
PILE CAPS CYCLE	C-1	0.20	96.40		482.00	SF	5.98	2,883.76	0.15	72.30	0.00	0.00	0.00	0.00	2,956.06
PRE-FAB / DISMANTLE	C-1	0.11	5.50		50.00	SF	3.29	164.53	2.75	137.50	0.00	0.00	0.00	0.00	302.03
COLUMN CYCLE	C-3	0.19	106.07		558.26	SF	5.99	3,344.54	0.15	83.74	2.33	1,300.75	0.00	0.00	4,729.03
PRE-FAB / DISMANTLE	C-3	0.15	18.75		125.00	SF	4.73	591.22	2.75	343.75	0.00	0.00	0.00	0.00	934.97
Pier Caps SOFFIT	C-7	0.05	1.00		20.00	SF	1.50	29.91	0.15	3.00	0.00	0.00	0.00	0.00	32.91
EDGE FORM	C-1	0.37	3.58		9.67	SF	11.07	106.99	0.15	1.45	0.00	0.00	0.00	0.00	108.44
PRE-FAB / DISMANTLE	C-1	0.33	1.32		4.00	SF	9.87	39.49	2.75	11.00	0.00	0.00	0.00	0.00	50.49
4" CURB CYCLE	C-4	0.17	4.59		27.00	SF	5.74	155.07	0.15	4.05	0.00	0.00	0.00	0.00	159.12
MSE WALL FORM COPING SOFFIT	C-1	0.98	30.14		30.75	SF	19.24	591.77	2.75	84.57	0.00	0.00	0.00	0.00	676.35
COPING EDGE FORM	C-1	0.25	9.99		39.94	SF	4.91	196.06	2.75	109.84	0.00	0.00	0.00	0.00	305.89
4" CURB CYCLE (Decrease in Productivity)	C-4	0.05	43.48		852.52	SF	1.72	1,468.86	0.00	0.00	0.00	0.00	0.00	0.00	1,468.86
MSE WALL FORM COPING SOFFIT (Decrease in Productivity)	C-1	0.29	290.21		987.12	SF	5.77	5,698.36	0.00	0.00	0.00	0.00	0.00	0.00	5,698.36
COPING EDGE FORM (Decrease in Productivity)	C-1	0.08	96.15		1,281.98	SF	1.47	1,887.88	0.00	0.00	0.00	0.00	0.00	0.00	1,887.88
APPROACH RAMP EDGE FORM (Decrease in Productivity)	C-1	0.06	32.90		548.34	SF	1.18	646.00	0.00	0.00	0.00	0.00	0.00	0.00	646.00
SET SCREED (Decrease in Productivity)	C-6	0.001	6.06		6,734.00	SF	0.02	127.17	0.00	0.00	0.00	0.00	0.00	0.00	127.17
CONCRETE FALSEWORK															
OVERHANG FALSEWORK - MSE COPING	F-2	0.120	118.45		987.12	SF	3.71	3,666.65	0.75	740.34	2.75	2,714.59	0.00	0.00	7,121.59
EQUIPMENT LOSS / DAMAGE 15%					1.00	LS	0.00	0.00	0.00	0.00	407.19	407.19	0.00	0.00	407.19
CONCRETE FINISH															
POINT N- PATCH	P-3	0.010	11.68		1,167.62	SF	0.21	247.81	0.05	58.38	0.00	0.00	0.00	0.00	306.19
RUBBING	P-3	0.011	7.54		685.62	SF	0.23	160.06	0.05	34.28	0.00	0.00	0.00	0.00	194.34
ANTI GRAFFITI		0.000	0.00		1,899.69	SF	0.00	0.00	0.00	0.00	0.00	0.00	1.50	2,849.54	2,849.54
CLASS V FINISH		0.000	0.00		2,487.62	SF	0.00	0.00	0.00	0.00	0.00	0.00	2.65	6,592.20	6,592.20
THEME PAINT MAIN SPAN COLUMNS		0.000	0.00		158.17	SF	0.00	0.00	0.00	0.00	0.00	0.00	8.00	1,201.35	1,201.35
STEEL															
PEDESTRIAN RAILING					1,944.00	LF	0.00	0.00	0.00	0.00	0.00	0.00	13.60	26,827.20	26,827.20
REINFORCING STEEL		27.000	65.45		2.42	TN	730.35	1,776.37	920.00	2,230.08	0.00	0.00	0.00	0.00	4,006.45
MSE WALLS															
MSE WALL SUBCONTRACT					1,802.00	SF							29.60	53,339.20	53,339.20
BOND					1.00	LS							1,066.78	1,066.78	1,066.78
EQUIPMENT															
BACKHOE					0.00	MO	0.00	0.00	0.00	0.00	1,505.00	1,505.00	0.00	0.00	1,505.00
SUB TOTALS															
SUBTOTAL			1,195.66					30,748		10,333	9,526		180,947		231,554
LABOR BURDEN, TAXES, ETC.							70.0%	21,524		7.0%	723		7.0%	567	0
FEE								52,272		11,056		10,193		180,947	254,468
SUBTOTAL															38,170
BUILDERS RISK INSURANCE						0.25%									292,638
P&P BONDS						0.00%									732
															0
TOTAL COR															293,369

JOB: 17 / 92 Pedestrian Bridge
 LOC.

LABOR RATES

Labor Class	Code	Base Rate	Fringes	Total			
Operator	Oper	22.00	0.00	22.00	Overtime 1	OT1	5%
Carpenter	Carp	19.50	0.00	19.50	Overtime 2	OT2	10%
Carpenter Helper	Help	17.50	0.00	17.50	Overtime 3	OT3	15%
Foreman	Fore	22.00	0.00	22.00	Productivity 1	P1	5%
Laborer	Lab	15.00	0.00	15.00	Productivity 2	P2	5%
Labor Foreman	Lfore	22.00	0.00	22.00	Productivity 3	P3	15%
Finisher	Fin	20.00	0.00	20.00			
Welder	Weld	20.00	0.00	20.00			

LABOR CREWS

L-1 Misc. Labor				L-2 Excavation			
Qty	Wage	Cost / Hr.		Qty	Wage	Cost / Hr.	
Labor Foreman	1	22.00	22.00	Superintendent	1	38.50	38.50
Laborer	4	15.00	60.00	Laborer	2	15.00	30.00
Superintendent	1	38.50	38.50	Operator	2	22.00	44.00
Crew Cost: 120.50 Per Hr.				Crew Cost: 112.50 Per Hr.			
Total Productive: 5.00 Ea.				Total Productive: 4.00 Ea.			
Production Cost/Man/Hr.: 24.10				Production Cost/Man/Hr.: 28.13			
Overtime: ot2 2.41				Overtime: ot2 2.81			
26.51				30.94			
Productivity Curve: p2 1.33				Productivity Curve: p2 1.55			
27.84				32.48			

CONCRETE FINISH CREWS

P-1 Concrete Placing				P-2 Struct Slab Placing				P-3 Patch & Rub			
Qty	Wage	Cost / Hr.		Qty	Wage	Cost / Hr.		Qty	Wage	Cost / Hr.	
Labor Foreman	1	22.00	22.00	Superintendent	1	38.50	38.50	Labor Foreman	1	22.00	22.00
Finisher	3	20.00	60.00	Finisher	5	20.00	100.00	Finisher	2	20.00	40.00
Operator	0	22.00	0.00	Labor Foreman	2	22.00	44.00	Laborer	1	15.00	15.00
Superintendent	1	38.50	38.50	Laborer	3	15.00	45.00	UNUSED	0	0.00	0.00
Crew Cost: 120.50 Per Hr.				Crew Cost: 227.50 Per Hr.				Crew Cost: 77.00 Per Hr.			
Total Productive: 4.00 Ea.				Total Productive: 10.00 Ea.				Total Productive: 4.00 Ea.			
Production Cost/Man/Hr.: 30.13				Production Cost/Man/Hr.: 22.75				Production Cost/Man/Hr.: 19.25			
Overtime: ot2 3.01				Overtime: ot2 2.28				Overtime: ot1 0.96			
33.14				25.03				20.21			
Productivity Curve: p2 1.66				Productivity Curve: p2 1.25				Productivity Curve: p2 1.01			
34.79				26.28				21.22			

CARPENTER CREWS

C-1 Edge Form / Footing				C-3 Columns				C-4 Edge Forms / Joints			
Qty	Wage	Cost / Hr.		Qty	Wage	Cost / Hr.		Qty	Wage	Cost / Hr.	
Superintendent	1	38.50	38.50	Superintendent	1	38.50	38.50	Superintendent	1	38.50	38.50
Foreman (Prod)	1	22.00	22.00	Foreman (Prod)	1	22.00	22.00	Foreman (Prod)	1	22.00	22.00
Carpenter	2	19.50	39.00	Carpenter	3	19.50	58.50	Carpenter	2	19.50	39.00
Carpenter Helper	0	17.50	0.00	Carpenter Helper	1	17.50	17.50	Carpenter Helper	1	17.50	17.50
Labor Foreman	0	22.00	0.00	Labor Foreman	0	22.00	0.00	Labor Foreman	0	22.00	0.00
Laborer	2	15.00	30.00	Laborer	0	15.00	0.00	Laborer	0	15.00	0.00
Crew Cost: 129.50 Per Hr.				Crew Cost: 136.50 Per Hr.				Crew Cost: 117.00 Per Hr.			
Total Productive: 5.00 Ea.				Total Productive: 5.00 Ea.				Total Productive: 4.00 Ea.			
Production Cost/Man/Hr.: 26.90				Production Cost/Man/Hr.: 27.30				Production Cost/Man/Hr.: 29.25			
Overtime: ot2 2.59				Overtime: ot2 2.73				Overtime: ot2 2.93			
28.49				30.03				32.18			
Productivity Curve: p2 1.42				Productivity Curve: p2 1.50				Productivity Curve: p2 1.61			
29.91				31.53				33.78			

C-6 Set Screeds

Qty	Wage	Cost / Hr.	
Superintendent	1	38.50	38.50
Foreman (Prod)	0	22.00	0.00
Carpenter	3	19.50	58.50
Carpenter Helper	0	17.50	0.00
Finisher	2	20.00	40.00
Laborer	1	15.00	15.00
Crew Cost: 152.00 Per Hr.			
Total Productive: 6.00 Ea.			
Production Cost/Man/Hr.: 25.33			
Overtime: ot2 2.53			
27.87			
Productivity Curve: p2 1.39			
29.26			

FALSEWORK CREW

F-2 Install Falsework			
Qty	Wage	Cost / Hr.	
Superintendent	1	38.50	38.50
Carpenter	3	19.50	58.50
Labor Foreman	1	22.00	22.00
Laborer	1	15.00	15.00
Welder	0	20.00	0.00
Crew Cost: 134.00 Per Hr.			
Total Productive: 5.00 Ea.			
Production Cost/Man/Hr.: 26.80			
Overtime: ot2 2.68			
29.48			
Productivity Curve: p2 1.47			
30.95			

Specific: Pedestrian / Bicycle Railing and One Line Grab Rail

1. Pedestrian / Bicycle Railing

- a. Subcontractor shall furnish and install 54" high aluminum pedestrian / bicycle picket railing with grab rail per FDOT index 860, including all mounting accessories, hardware, rubber pads, and shims required. Installation includes drilling any mounting holes in the concrete.
- b. Subcontractor shall furnish and install modified post height aluminum pedestrian / bicycle picket railing with grab rail per FDOT index 860 to accommodate an additional 6" in height required at the bottom of the ramps.
- c. Railing shall have a mill finish.
- d. Subcontractor shall submit shop drawings for approval prior to fabrication.
- e. Subcontractor shall furnish and install shims at the railing posts as required to eliminate any dips in the railing between posts or at expansion joints to ensure the railing has a level profile.

1,880 LF 54" Aluminum Picket Railing @ \$64.00 / LF	\$120,320.00
64 LF Modified Post Aluminum Picket Railing @ \$64.00 / LF	<u>\$4,096.00</u>
Picket Railing Subtotal	\$124,416.00

2. One Line Steel Grab Rail

- a. Subcontractor shall furnish and install 1-1/2" steel grab rail including all mounting accessories and hardware required. Installation includes drilling any mounting holes in the structural steel truss.
- b. Railing shall be manufactured so it conforms with the curvature and radius of the steel truss.
- c. Subcontractor shall furnish grab rail fabricated out of material with sufficient strength to prevent sagging of the rail between the varying mounting points of 10' to 12'.
- d. Subcontractor shall assist in the design of the mounting brackets.
- e. Railing shall have turned in ends to allow for a smooth transition between the railing on the pedestrian / bicycle railing.
- f. Railing shall be coated utilizing the following coating system: Primer - 3.0 mils DFT of Series 90-97 Tneme-Zinc, Intermediate Coat - 5.0 mils DFT of Series 66 Hi-Build Epoxoline, Finish Coat - 3 mils DFT of Series 73 Endura-Shield. Color shall be Federal Color No. 34227 "Seminole County Green"
- g. Subcontractor shall submit shop drawings for approval prior to fabrication.

416 LF One Line Steel Grab Rail @ 21.40 LF	\$8,902.40
Grab Rail Subtotal	\$8,902.40

Subtotal All Items \$166,541.40

Payment and Performance Bond @ 1% \$1,665.40

TOTAL \$168,206.80

Traffic Control Products of Fl., Inc.
5514 Carmack Road - Tampa, Florida 33610-9416
(813) 621-8484 Fax: (813) 621-4611
tcp@trafficcontrolproducts.org

RECEIVED

JUL 31 2007

American Bridge

July 31, 2007

Allan Dronko
American Bridge

RE: US17/92 Pedestrian Overpass Handrail
Email of 5-3-07

Allan;

After reviewing the changes in the revised wall plans (W-1 to W1-8) dated 02-07-07 the aluminum picket rails will now require a 8.3% slope. This change in slope requires a new jig to be manufactured for the 8.3% slope. Assembly and installation of the rail is also affected.

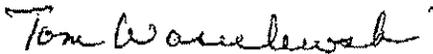
The following is Traffic Control Products of Fl., Inc. (TCP) revised quote to Furnish & Install the 54" Aluminum Handrail to the new required grade and profile.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u># of Unit</u>	<u>Price/Unit</u>	<u>Amount</u>
I.	54" Aluminum Handrail Picket	1880.00	\$77.80 LF	\$148,264.00
II.	Modified 54" Aluminum Handrail Picket	64.00	\$77.80 LF	\$4,979.20
<u>Total</u>				<u>\$151,243.20</u>

HANDRAIL - Prices are F.O.B. the jobsite. Prices include installation. Contractor will be responsible for providing station marker locations for permanent sign installation. Contractor to provide maintenance of traffic for installation work. Traffic Control Products requires a minimum of fourteen (14) days advance notice and fourteen (14) working days to complete the project.

Please provide a Change Order to the contract when possible. Please call if you have any questions. Thank you.

Sincerely;
Traffic Control Products of Fl., Inc.



Tom Wasielewski
Estimator, Ch E



MEMORANDUM

To: Al Collock, Seminole County
From: Kenneth Zagers, PBS&J
CC: Bill Glennon, Seminole County
Date: September 04, 2007
Re: 17/92 Pedestrian Overpass at General Hutchison Parkway - Revised Price Based on Final Design

American Bridge has submitted a change order request dated August 17, 2007 based on impacts to the referenced from the U.S. 17/92 widening project which is concurrently being designed by FDOT's consultant Carter-Burgess. The proposed profile of U.S. 17/92 under the bridge is approximately 5 ft. higher requiring the pedestrian bridge grades to be raised by 3.7' to meet the required vertical clearance. American Bridge considered several alternatives including: 1.) Cambering the main span while maintaining the approach spans at the current elevation; 2.) Raising the bridge and approaches and extending the wall approaches, maintaining 5% grade; 3.) Raising the bridge and approach spans and adding additional spans in lieu of walls, maintaining 5% grade and 4.) Raising the bridge and approaches and adjusting the grade to 8.33% with landings. Of these alternatives, American Bridge determined/selected Alternative 4 to be the cheapest and submitted their price on this alternative. We have reviewed the estimate and offer the following:

Design Fee

- Total design fee change (25%) as a percentage of construction cost change appears high when considering the extent of the revisions.

Sitework

- The unit price for select fill seems too high.

Concrete Placement

- There appears to be an error in the calculation in the cubic yard of concrete for the columns, 0.67 CY per column, not 1.0 CY.

Concrete Finish

- The Class V finish quantity should match the wall difference and column height increase, the current value is higher.

Steel

- The pedestrian railing increase should be almost zero since we only increased the slope from 5 to 8.33%. This should be explained.

In general we could not check the items identified as "Decrease in Productivity".

Please let me know if you have any questions on our review of the referenced change order.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-2583-07/DRS - Seminole County Health Department Specialty Clinic Renovation Project

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Award CC-2583-07/DRS - Seminole County Health Department Specialty Clinic Renovation Project in the amount of \$235,000.00 to Southern Building Services, Winter Garden, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the interior renovation of the Seminole County Health Department Specialty Clinic.

County-wide

Ray Hooper

BACKGROUND:

CC-2583-07/DRS will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the interior renovation of the Seminole County Health Department Specialty Clinic.

The project was publicly advertised and the County received nine (9) responses. The Review Committee consisting of Scott Werley, Construction Manager, Facilities Management; Rafael Fernandez, Project Manager I, Facilities Management; and Reinaldo Perez, Administrative Services Director II, Seminole County Health Department, evaluated the responses. Consideration was given to the bid price, qualifications, and experience.

The Review Committee recommends award of the contract to the lowest priced, responsive, responsible bidder, Southern Building Services, in the amount of \$235,000.00 for the base bid. The completion time for this project is ninety-five (95) calendar days from issuance of the Notice to Proceed by the County. The attached backup documentation includes the Tabulation Sheet.

This is a budgeted project and funds are available in account line 010560.560650 (Facilities Management/Construction in Progress); CIP No. 00234802 (Renovation Health Department-Airport).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2583-07/DRS - Seminole County Health Department Specialty Clinic Renovation Project in the amount of \$235,000.00 to Southern Building Services, Winter Garden, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the interior renovation of the Seminole County Health Department Specialty Clinic.

ATTACHMENTS:

1. CC-2583-07/DRS Tabulation Sheet
2. CC-2583-07_DRS Award Agreement to Southern Building Services

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

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

BID NUMBER: CC-2583-07/DRS

BID TITLE: Seminole County Heath Department STD Clinic Renovation Project

OPENING DATE: October 31, 2007, 2:00 P.M.

PAGE: 1 of 3

ITEM DESCRIPTION	Response 1	Response 2	Response 3
		Southern Building Services, Inc. 1165 E. Plant Street, Ste 9 Winter Garden, Florida 34787 Mr. Jeffrey L. Sherron, President (407) 877-1108 Phone (407) 877-7188 Fax	Fredricks Construction, Inc. 1985 Red Cedar Circle South Daytona, Florida 32119 Ms. Cindy Fredricks, President (386) 322-8784 Phone (386) 322-8784 Fax
Total Bid Price	\$235,000.00	\$247,915.00	\$254,520.00
Bid Form/Acknowledgement of Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act Form	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit of Bidder Form	Yes	Yes	Yes
Certificate of Nonsegregated Facilities Form	Yes	Yes	Yes
Drug-free Workplace Form	Yes	Yes	Yes
Americans with Disabilities Act Form	Yes	Yes	Yes

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

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

BID NUMBER: CC-2583-07/DRS

BID TITLE: Seminole County Heath Department STD Clinic Renovation Project

OPENING DATE: October 31, 2007, 2:00 P.M.

PAGE: 2 of 3

ITEM DESCRIPTION	Response 4	Response 5	Response 6
	Yovaish Construction Services, Inc. 1490 Gene Street Winter Park, Florida 32789	Ovation Construction Company 786 S. Lake Claire Circus Oviedo, Florida 32762	Peak Contracting, Inc. 1050 B. West King Street Cocoa, Florida 32924-3068
	Mr. David V. Yovaish, President (407) 774-5995 Phone (407) 774-7041 Fax	Mr. Bertin J. Karpinski, Jr., President (407) 722-4161 Phone (866) 431-6032 Fax	Mr. James Roberts, Jr., President (321) 633-4788 Phone (321) 633-4657 Fax
Total Bid Price	\$269,000.00	\$280,000.00	\$299,435.00
Bid Form/Acknowledgement of Addenda	Yes	Yes	Yes
Bid Bond	Yes	Yes	Yes
Trench Safety Act Form	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit of Bidder Form	Yes	Yes	Yes
Certificate of Nonsegregated Facilities Form	Yes	Yes	Yes
Drug-free Workplace Form	Yes	Yes	Yes
Americans with Disabilities Act Form	Yes	Yes	Yes

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

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

BID NUMBER: CC-2583-07/DRS

BID TITLE: Seminole County Heath Department STD Clinic Renovation Project

OPENING DATE: October 31, 2007, 2:00 P.M.

PAGE: 3 of 3

ITEM DESCRIPTION	Response 7	Response 8	Response 9
Total Bid Price	\$304,500.00	Non-Responsive *	\$425,310.00
Bid Form/Acknowledgement of Addenda	Yes	Yes	Yes
Bid Bond	Yes	No	Yes
Trench Safety Act Form	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit of Bidder Form	Yes	Yes	Yes
Certificate of Nonsegregated Facilities Form	Yes	Yes	Yes
Drug-free Workplace Form	Yes	Yes	Yes
Americans with Disabilities Act Form	Yes	Yes	Yes

Opened and Tabulated by: David R. Santiago, CPPB

Posted: November 1, 2007 at 5:00 p.m.

Recommendation of Award: Southern Building Services (November 7, 2007)

BCC award date: December 11, 2007

* No Bid Bond submitted.

**CONSTRUCTION SERVICES AGREEMENT
SEMINOLE COUNTY HEALTH DEPARTMENT STD CLINIC RENOVATION
(CC-2583-07/DRS)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____, by and between **SOUTHERN BUILDING SERVICES, INC.**, duly authorized to conduct business in the State of Florida, whose address is 1165 East Plant Street, Suite 9, Winter Garden, Florida 34787, 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 Exhibit A attached hereto and in the Contract Documents. The Work is generally described as Seminole County Health Department STD Clinic Renovation.

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

SECTION 2. ENGINEER.

(a) Engineer of Record as named in the Contract Documents shall mean Vision IV Architecture, LLC, whose address is 1401 West Colonial Drive, Orlando, Florida 32804.

(b) The Project Manager shall be Rafael Fernandez, Project Coordinator, Administrative Services Department, Fleet and Facilities

Division.

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 EIGHTY (80) 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 FIFTEEN (15) calendar days after the actual date of Substantial Completion.

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

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

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

SECTION 4. CONTRACT PRICE.

(a) COUNTY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents on the basis of the Total Bid (original Contract Price). CONTRACTOR's total compensation is TWO HUNDRED THIRTY FIVE THOUSAND AND NO/100 DOLLARS (\$235,000.00) subject only to increases or decreases made in strict conformance with the Contract Documents.

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

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

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

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

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

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

SECTION 5. PAYMENT PROCEDURES.

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

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

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

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

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

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

(c) If CONTRACTOR is behind schedule and it is anticipated by

COUNTY that the Work will not be completed within the Contract Time, COUNTY may withhold additional retainage in anticipation of liquidated damages equal to the product of the number of days after the scheduled Contract Time (Substantial Completion or Final Completion) and the amount of liquidated damages set forth in Section 9 of this Agreement. The additional retainage under this subsection may, at COUNTY's discretion, be withheld from subsequent Progress Payments. Any additional retainage held under this subsection shall be released to CONTRACTOR in the next Progress Payment following the ENGINEER's approval of a supplemental Progress Schedule demonstrating that the requisite progress will be regained and maintained as required by Section 6.19.2 of the General Conditions.

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

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

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

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



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

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

(f) CONTRACTOR has given ENGINEER written notice of all

conflicts, errors, or discrepancies that it has discovered in the Contract Documents; and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

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

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

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

(j) CONTRACTOR has studied carefully and considered all permit requirements related to performance of the Work. CONTRACTOR declares

and agrees that all costs related to performing the Work in compliance with the requirements of all permits at the Contract Price are included in the Contract Price. CONTRACTOR agrees that it shall be solely responsible for payment of all fines and penalties of any nature assessed to CONTRACTOR, COUNTY, or both by any governmental entity, district, or authority, or other jurisdictional entity, relating to all permits required for performance of the Work.

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

(l) CONTRACTOR acknowledges that county-owned property obtained for performance of the Work within the project limits includes

temporary construction easements. In the event that CONTRACTOR fails to perform the Work within the Contract Time, then CONTRACTOR shall be solely responsible for payment of all costs for additional or extended temporary construction easements. CONTRACTOR authorizes COUNTY to deduct the actual costs of additional or extended temporary construction easements from subsequent Progress Payments or the retainage.

SECTION 8. CONTRACT DOCUMENTS.

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

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

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

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

- (6) General Conditions;
- (7) Supplementary Conditions including any utility-specific forms provided by County's Utility Division;
- (8) Notice to Proceed;
- (9) Change Orders;
- (10) Certificate of Substantial Completion;
- (11) Certificate of Final Inspection;
- (12) Certificate of Engineer;
- (13) Certificate of Final Completion;
- (14) Contractor's Release;
- (15) Drawings and Plans;
- (16) Supplemental Agreements;
- (17) Contractor's Waiver of Lien (Partial);
- (18) Contractor's Waiver of Lien (Final and Complete);
- (19) Subcontractor/Vendor's Waiver of Lien (Final and Complete);
- (20) Consent of Surety to Final Payment;
- (21) Instructions to Bidders; and
- (22) Contractor's Insurance Requirements, Certificate, and Insurance Policies.

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

SECTION 9. LIQUIDATED DAMAGES.

(a) COUNTY and CONTRACTOR recognize that time is essential to the performance of this Agreement, and CONTRACTOR recognizes that COUNTY and its traveling public will suffer financial loss if the Work is not substantially completed as described in subsection 14.13 of the General Conditions within the time specified below, plus any extensions thereof allowed in accordance with Section 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or alternative dispute resolution proceeding the damages resulting from inconvenience to the traveling public including traffic loading, intersection operations, costs for time, costs of fuel, and costs for some environmental impacts (excluding actual delay damages which may include, but are not limited to, engineering fees and inspection costs) suffered by COUNTY if the Work is not completed on time. Accordingly, CONTRACTOR and CONTRACTOR's Surety agree to pay COUNTY as liquidated damages, and not as a penalty, TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) 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:

Rafael Fernandez, Project Coordinator
Administrative Services/Facilities
200 West County Home Road
Sanford, FL 32773

COPIES TO:

Mark A. Kaiser, AIA
Vision IV Architecture
1401 West Colonial Drive
Orlando, FL 32804

For CONTRACTOR:

Southern Building Services, Inc.
1165 East Plant Street, Suite 9
Witner Garden, Florida 34787

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.



(End of Agreement - 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:

SOUTHERN BUILDING SERVICES, INC.

GABRIELE SHERRON, Secretary

By: _____
JEFFREY L. SHERRON, President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
 BRENDA CAREY, Chairman

Date: _____

For 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 and Addenda Acknowledgment
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

AEC:jjr:sjs

11/08/2007, 11/26/07

E:\Users\jroyal\Purchasing 2007\Agreements\CC-2583-07-Southern Bldg.doc

EXHIBIT A
SECTION 01110
SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. The Project consists of the tenant improvement of approximately 2889 square feet of interior space. Located at the Seminole County Health department, Sanford, Florida.
- B. Contract Documents, dated August 24, 2007 were prepared by Vision IV Architecture, 1401 West Colonial Drive, Orlando, Florida, 32804.
- C. 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 industry for construction of a building project.

1.2 CONTRACTS

- A. Contract Type: Single Prime

1.3 ADMINISTRATIVE RESPONSIBILITIES

- A. Maintain the Construction Schedule throughout Work.
- B. Contract Documents are not divided in any way to assume any division of labor. Examine all Contract Documents to avoid omissions or duplications.
- C. Understand conditions relating to the construction of the Project and the employment of necessary labor. Failure to do so will not relieve the obligation to provide all material and labor required to carry out the provisions of the Contract.

1.4 CONTRACTOR USE OF PREMISES

- A. Limit use of premises to construction activities in areas indicated or as directed by the Owner.
 - 1. Do not disturb portions of the site beyond the areas which Work is indicated.
 - 2. Allow for Owner occupancy and use by the public.
 - 3. Existing systems shall remain in operation during the construction period.
 - 4. Schedule and coordinate all times of interrupted utility service, shut downs, and disruptions to public services with the Owner's Representative 72 hours in advance.
 - 5. Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, public, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - 6. Coordinate appropriate time for delivery and removal of demolished and discarded materials with the Owner.
 - 7. Staging areas and location of field offices shall be as directed by the Owner.
 - 8. Site Restoration: Restore site areas damaged or altered during construction to original or better condition.
- B. Move stored products that interfere with operation of the Owner.

- C. Obtain and pay for the use of additional storage of work areas needed for operation.
- D. The Owner reserves the right to access the Site during the Construction Period.
- E. Use of the Existing Building: Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.
 - 1. The Owner will designate an elevator and a set of restrooms for use during construction.

1.5 OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: The Owner will occupy the existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate owner usage. Perform the Work so as not to interfere with the Owner's operations.
 - 1. Unless otherwise directed by the Owner, work shall be scheduled between the hours of 7:00 AM until 4:00 PM each day.

1.6 TAXES

- A. Taxes which are legally enacted at the time bids are received, whether or not effective, shall be paid by the contractor.

1.7 PERMITS, FEES, AND NOTICES

- A. Secure the general building permit. Secure other permits, governmental fees, and licenses necessary for the execution and completion of the Work. Fees to relocate utilities on Owner's property shall be included in the bid.
- B. Coordinate utility tie-ins with local utility company and other involved parties for minimum interruption of service.
- C. Coordinate inspections of installed with governing authorities. Leave Work uncovered until approved.
- D. Give notices and comply with laws, ordinances, rules, regulations, and orders of public authorities bearing on the performance of the Work. If the Contract Documents are at variance, notify the Architect in writing. Necessary changes will be adjusted by appropriate notification. If Work is performed while knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Architect, the portion of Work in question shall be corrected at no additional cost to the Project.

1.8 LABOR AND MATERIALS

- A. Provide labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated.
- B. Enforce strict discipline and good working order among employees or other persons carrying out Work of this Contract. Do not permit employment of unfit person or persons or anyone not skilled in the task assigned to them.

1.9 PROJECT COORDINATION

- A. Provide full-time, on-site supervision including a Superintendent to coordinate all aspects of the Work through final completion.
 - 1. Designate a Safety and Health Representative to administer the Safety and Health Program.
- B. Coordinate the performance of subcontractors in the utilization of the site, as well as in the actual performance of their contractual obligations.
- C. Verify all dimensions shown on the Drawings and obtain all measurements required for execution of Work.
- D. Special and Other Equipment
 - 1. Copies of Equipment Specifications and Drawings shall be made available to all trades for information by which they shall determine the amount of Work to be done.
 - 2. As the Project nears completion, certain rooms may be made ready to accept the equipment intended for them.
 - 3. Cooperate with the suppliers' installation personnel by providing unobstructed areas in which they may assemble and install equipment. These areas shall be adequately heated and lighted with temporary or permanent power available for tools or testing purposes.
- E. Temporary Omission of Work: If any materials and finishes are of such nature that it is necessary to temporarily omit certain portions of work (as illustrated in the Contract Documents) in order to make final installation, omit such parts or finish as necessary until other work or materials have been installed. Coordinate omitted parts of work prior to Substantial Completion.

1.10 PROJECT SECURITY

- A. Develop a security program, specifically oriented for protection and preventing damage, injury, or loss to the Project, other property at the Site, and adjacent properties. Program shall be acceptable to the Owner and shall remain in effect through Substantial Completion of the Project.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Permit Posting Board: Provide a permit posting board with weatherproof cover for posting all permits and other information requested by the Owner. Coordinate size and location with Owner's Representative.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01110

Exhibit "B"

BID FORM

SEMINOLE COUNTY, FLORIDA FOR THE CONSTRUCTION OF

PROJECT: CC-2583-07/DRS – Seminole County Health Department STD Clinic Renovation Project

Name of Bidder: Southern Building Services, Inc.

Mailing Address: 1165 E. Plant Street, Suite 9

Street Address: 1165 E. Plant Street, Suite 9

City/State/Zip: Winter Garden, FL 34787

Phone Number: (407) 877-1108

FAX Number: (407) 877-7188

Email Address: jsherron@southernbuildingservices.com

Contractor License Number: CGC060685

TO: Purchasing and Contacts Division of Seminole County, Florida

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

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

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

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

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

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

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

BID FORM

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

TOTAL AMOUNT OF BID: 235,000.00 Numbers

two hundred thirty five thousand

(IN WORDS)

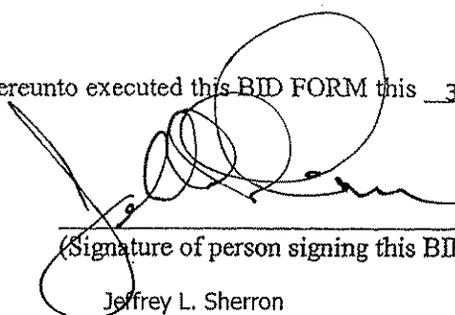
1. The Bidder acknowledges that the Total Amount of Bid stated above includes the sum of \$250.00 or 1% of the Bid whichever is greater, specific consideration for indemnification.
2. The Bidder acknowledges that the Total Amount of Bid stated above includes compensation for all Work, labor, permits,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

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

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms (Including W-9)
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug-free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

IN WITNESS WHEREOF, BIDDER has hereunto executed this BID FORM this 31st day of October, 2007.

Southern Building Services, Inc.
(Name of BIDDER)


(Signature of person signing this BID FORM)

Jeffrey L. Sherron
(Printed name of person signing this BID FORM)

President
(Title of person signing this BID FORM)

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

BOARD OF COUNTY COMMISSIONERS, SEMINOLE COUNTY, FLORIDA

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) SOUTHERN BUILDING SERVICES, INC	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 1165 E PLANT ST., STE 9	Requester's name and address (optional)
City, state, and ZIP code WINTER GARDEN, FL 34787	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number								

or

Employer identification number								
5	9	3	5	6	2	4	1	4

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ Oct 31, 2007
------------------	----------------------------	----------------------------

Purpose of Form

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

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

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

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

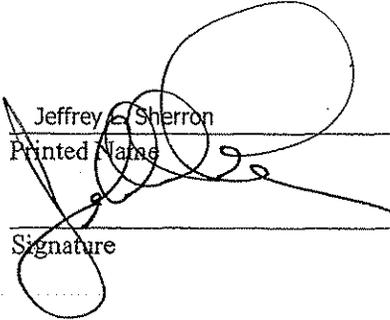
Exhibit "C"

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

NOTICE TO BIDDERS:

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

<u>TRENCH SAFETY MEASURE</u>	<u>UNITS OF MEASURE</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>EXTENDED COST</u>
_____	_____	_____	_____	N/A
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Jeffrey A. Sherron
 Printed Name

 Signature

TOTAL \$ N/A

Southern Building Services, Inc.
 Bidder Name
October 31, 2007
 Date

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Construction Contract: CC-2702-07/DRS - Fire Alarm Replacement for the Public Safety/Sheriff's Office Building Complex

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Award CC-2702-07/DRS - Seminole County Public Safety/Sheriff's Building Fire Alarm Replacement in the amount of \$198,735.00 to Jacksonville Sound & Communications, Jacksonville, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the installation of a new fire alarm system for the Seminole County Public Safety Building Complex.

County-wide

Ray Hooper

BACKGROUND:

CC-2702-07/DRS will provide for all labor, materials, equipment, transportation, coordination and incidentals necessary for the installation of a new fire alarm system for the Seminole County Public Safety Building Complex.

The project was publicly advertised and the County received five (5) responses. The Review Committee consisting of Scott Werley, Construction Manager, Facilities Management; Rafael Fernandez, Project Manager I, Facilities Management; and Al Mitchell, Contract/Project Coordinator, Facilities Management; evaluated the responses. Consideration was given to the bid price, qualifications, and experience.

The Review Committee recommends award of the Agreement to the lowest priced, responsive, responsible bidder, Jacksonville Sound & Communications, in the amount of \$198,735.00 for the base bid. The completion time for this project is one hundred fifty (150) calendar days from issuance of the Notice to Proceed by the County. The attached backup documentation includes the Tabulation Sheet.

This is a budgeted project, and funds are available in account lines 010560.560650 (Facilities Management/Construction in Progress), 010577.560620 (Fire Protection Fund/Buildings); CIP No. 00235001 (PSB Fire Alarm System Upgrade).

STAFF RECOMMENDATION:

Staff recommends that the Board award CC-2702-07/DRS - Seminole County Public Safety/Sheriff's Building Fire Alarm Replacement in the amount of \$198,735.00 to Jacksonville Sound & Communications, Jacksonville, Florida, for all labor, materials, equipment, transportation, coordination and incidentals necessary for the installation of a new fire alarm system for the Seminole County Public Safety Building Complex.

ATTACHMENTS:

1. CC-2702-07/DRS Tabulation Sheet
2. CC-2707-07_DRS Award Agreement to Jacksonville Sound and Communications

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

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

BID NUMBER: CC-2702-07/DRS

BID TITLE: Seminole County Public Safety/Sheriff's Building
Fire Alarm Replacement

PAGE: 1 of 2

OPENING DATE: October 31, 2007, 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3
	Jacksonville Sound and Communications 5021 Stepp Avenue Jacksonville, Florida 32216 Mr. Robert E. Begley, President (904) 737-3511 Phone (904) 373-8553 Fax	Automated Building Control Systems 4108 W. Alva Street Tampa, Florida 33614 * Lindsay W. Byers, President (813) 879-8222 Phone (813) 870-2083 Fax	GW Systems 1701 Timocuan Way Longwood, Florida 32750 Mr. James A. Fritze, President (407) 331-3551 Phone (407) 331-1934 Fax
Total Bid Price	\$198,735.00	\$232,000.00	\$239,764.00
Bid Form/Acknowledgement of Addenda	Yes	Yes	Yes
Bid Bond **			
Trench Safety Act Form	Yes	Yes	Yes
Bidder Information Form	Yes	Yes	Yes
Non-Collusion Affidavit of Bidder Form	Yes	Yes	Yes
Certificate of Nonsegregated Facilities Form	Yes	Yes	Yes
Drug-free Workplace Form	Yes	Yes	Yes
Americans with Disabilities Act Form	Yes	Yes	Yes

* This bid was submitted in accordance with the bid documents and was accepted by Seminole County Mail Center personnel at 1101 E. First Street, Sanford, Fl. The bid was not available at the public opening, but is being accepted based on the verifiable delivery record and signature.

** Due to a technical error on the Bid Form, the statement for required bid security was omitted from the bid documents.

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

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

BID NUMBER: CC-2702-07/DRS

BID TITLE: Seminole County Public Safety/Sheriff's Building
 Fire Alarm Replacement

PAGE: 2 of 2

OPENING DATE: October 31, 2007, 2:00 P.M.

ITEM DESCRIPTION	Response 4	Response 5	
		Site Secure 627 Progress Way Sanford, Florida 32771 Mr. Ronald F. Davoli, President (407) 328-5220 Phone (407) 328-8346 Fax	Signature Systems of Florida 150 Wilshire Blvd Casselberry, Florida 32707 Mr. Phillip Lutes, President (407) 644-8990 Phone (407) 644-9626 Fax
Total Bid Price	\$248,539.00	\$372,600.00	
Bid Form/Acknowledgement of Addenda	Yes	Yes	
Bid Bond **			
Trench Safety Act Form	Yes	Yes	
Bidder Information Form	Yes	Yes	
Non-Collusion Affidavit of Bidder Form	Yes	Yes	
Certificate of Nonsegregated Facilities Form	Yes	Yes	
Drug-free Workplace Form	Yes	Yes	
Americans with Disabilities Act Form	Yes	Yes	

Opened and Tabulated by: David R. Santiago, CPPB

Posted: November 1, 2007 at 2:00 p.m.

Recommendation of Award: Jacksonville Sound and Communication, Inc. (November 5, 2007)

BCC award date: December 11, 2007

**FIRE ALARM REPLACEMENT SERVICES AGREEMENT
PUBLIC SAFETY/ SHERIFF'S OFFICE BUILDING
(CC-2702-07/DRS)**

THIS AGREEMENT is dated as of the ____ day of _____ 20____,
by and between **JACKSONVILLE SOUND & COMMUNICATIONS, INC.**, duly
authorized to conduct business in the State of Florida, whose
corporate address is 5021 Stepp Avenue, Jacksonville, Florida 32216,
and whose local office address is 1985 Corporate Square, Longwood,
Florida 32750, 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 in Exhibit A, attached hereto, and as indicated in the
Contract Documents. The Work is generally described as fire alarm
replacement services at the Seminole County Public Safety/Sheriff's
Office Building.

The Project for which the Work under the Contract Documents is a
part is generally described as fire alarm replacement services at the
Seminole County Public Safety/Sheriff's Office Building.

SECTION 2. ENGINEER. ENGINEER OF RECORD as named in the Contract
Documents shall mean HUGHES ASSOCIATES, INC., whose address is 303
East Par Street, Orlando, Florida 32804-4003.

SECTION 3. CONTRACT TIME.

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

(b) The Work shall be substantially completed as described in subsection 14.13 of the General Conditions, within ONE HUNDRED TWENTY (120) 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 HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$198,735.00) 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 RICHARD HILL, 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 and Addenda Acknowledgment, 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
Attention: Facilities Management
200 W. County Home Road
Sanford, FL 32773

COPIES TO:

Hughes Associates, Inc.
303 East Par Street
Orlando, FL 32804-4004

For CONTRACTOR:

Jacksonville Sound & Communications, Inc.
1985 Corporate Square
Longwood, FL 32750



COPIES TO:

Jacksonville Sound & Communications, Inc.
5021 Stepp Avenue
Jacksonville, FL 32216

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:

JACKSONVILLE SOUND & COMMUNICATIONS ,INC.

CAROL B. STANDIFORD
Secretary

By: _____
ROBERT E. BEGLEY, JR.
President

(CORPORATE SEAL)

Date: _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

 By: _____
BRENDA CAREY, Chairman

Date: _____

For 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 and Addenda Acknowledgment
- Exhibit C - Trench Safety Act
- Exhibit D - American with Disabilities Act Affidavit

AEC:jjr:sjs
11/06/07, 11/26/07
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Scope of Services
Exhibit "A"

Seminole County Public Safety/Sheriff's Building
Fire Alarm Replacement

Scope of Work: Provide all labor, equipment and materials, and perform all operations in connection with the installation of a new addressable analog fire alarm system in the Seminole County Public Safety Complex Building. All work under this contract will be in strict accordance with the engineered specifications and drawings. All contractor and subcontractor employees will require a positive Seminole County background check prior to entry into the Sheriff's Office spaces.

Exhibit "B"

BID FORM

CC-2702-07/DRS

SEMINOLE COUNTY PUBLIC SAFETY/SHERIFF'S BUILDING
FIRE ALARM REPLACEMENT

Name of Bidder: Jacksonville Sound & Communications, Inc.
Mailing Address: 5021 Stepp Avenue
Street Address: Same
City/State/Zip: Jacksonville, FL 32216
Phone Number: (904) 737-3511
FAX Number: (904) 737-8553
Email Address: _____
Contractors License Number: 59-1229041

PURCHASING COPY

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. _____ through _____, 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: \$198,735.00
Numbers

One Hundred Ninety Eight, Seven Hundred
Thirty Five and 00/100
IN WORDS)

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

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

- Section 00100 - Bid Forms, including alternates and addendum, if any.
- Section 00150 - Trench Safety Act Form
- Section 00160 - Bidder Information Forms (Including W-9)
- Section 00300 - Non-Collusion Affidavit of Bidder Form
- Section 00310 - Certification of Nonsegregated Facilities Form
- Section 00330 - Drug-free Workplace Form
- Section 00630 - Americans with Disabilities Act Form

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name JACKSONVILLE SOUND & COMMUNICATIONS, INC.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input checked="" type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) PO BOX 551629	
City, state, and ZIP code JACKSONVILLE, FL 32255-1629	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number								

or

Employer identification number								
5	9	1	2	2	9	0	4	1

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person	Date 6-1-07
-----------	--------------------------	--------------------

Purpose of Form

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

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

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

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

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Exhibit "D"

AMERICANS WITH DISABILITIES ACT AFFIDAVIT

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

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

CONTRACTOR: Jacksonville Sound & Comm., Inc.
Signature: *Patrick J. Dunn*
Printed Name: PATRICK DUNN
Title: BRANCH Manager
Date: 10/30/07

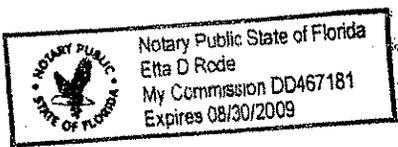
Affix Corporate Seal

STATE OF Florida)
COUNTY OF Seminole) ss

The foregoing instrument was acknowledged before me this 30th day of October, 2007, by PATRICK DUNN of Jacksonville Sound & Communications firm), on behalf of the firm. He/She is personally known to me or has produced _____ identification.

Etta D. Rode
Print Name ETTA D. RODE
Notary Public in and for the County
and State Aforementioned

My commission expires: 8-30-2009



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Diane Reed

EXT: 7120

MOTION/RECOMMENDATION:

Approve the revised Award Agreement for PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park.

County-wide

Ray Hooper

BACKGROUND:

PS-2084-07/LKR will provide architectural and engineering services for the Design and Construction Administration of Jetta Point Park.

On November 13, 2007, the Board approved the negotiated rates and awarded the agreement to PBS & J of Orlando, Florida. In reviewing the award agreement that was approved by the Board on November 13, 2007, PBS & J expressed concern with the sections related to indemnification and reimbursable expense. Additional negotiations were conducted, and the County Attorney has revised the language in those sections of the attached award agreement.

These changes have no effect on the term (30 days from the execution of the agreement until 30 days after the project completion) or the estimated usage amount (\$800,000.00 over the term of the agreement).

STAFF RECOMMENDATION:

Staff recommends that the Board approve the revised award agreement for PS-2084-07/LKR - Architectural and Engineering Services for the Design and Construction Administration of Jetta Point Park.

ATTACHMENTS:

1. Revised PS-2084 Award Agreement with PBS&J

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

**ARCHITECTURAL AND ENGINEERING SERVICES AGREEMENT
DESIGN AND CONSTRUCTION ADMINISTRATION FOR JETTA POINT PARK
(PS-2084-07-/LKR)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **PBS&J**, duly authorized to conduct business in the State of Florida, whose address is 482 South Keller Road, Orlando, Florida 32810, hereinafter called "CONSULTANT" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONSULTANT to provide design and construction administration for Jetta Point Park in Seminole County; and

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

WHEREAS, CONSULTANT is competent and qualified to furnish design and construction administration services for Jetta Point Park to COUNTY and desires to provide professional services according to the terms and conditions stated herein,

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

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

This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY, with work to commence within thirty (30) days of that date, and shall run for a period of one (1) year and, this Agreement shall terminate thirty (30) days after final payment has been made to the Construction Manager-at-Risk, upon completion of the Project. Expiration of the term of this Agreement shall have no effect upon Work Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until completion of the work authorized by the Work Order.

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

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

accrue from expediting an otherwise established time schedule for completion of services under a given Work Order, that Work Order may include a negotiated schedule of incentives based on time savings.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement on either a "Fixed Fee Basis" or on a "Time Basis Method". If a Work Order is issued under a Time Basis Method, then CONSULTANT shall be compensated in accordance with the rate schedule attached as Exhibit C. If a Work Order is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee amount shall include any and all reimbursable expenses. Compensation payable to CONSULTANT pursuant to this Agreement, including reimbursable expenses, shall not exceed COUNTY's annual budgeted amount for design and construction administration for Jetta Point Park.

SECTION 6. REIMBURSABLE EXPENSES.

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

(1) Travel expenses in connection with the Project subject to Sections 112.061(7) and (8), Florida Statutes, or its successor, including:

A. Reimbursement for mileage shall be at the rate allowable by the Federal Internal Revenue Services.

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

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

D. Meals shall not exceed:

1. Breakfast:
\$6.00 without receipts
\$10.00 with receipts;
2. Lunch:
\$11.00 without receipts
\$13.00 with receipts;
3. Dinner:
\$19.00 without receipts
\$27.00 with receipts.

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

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

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

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

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

SECTION 7. PAYMENT AND BILLING.

(a) If the Scope of Services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Work Order,

but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.

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

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



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

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

Basis Method with a Not-to-Exceed amount.

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

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

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

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

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

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

Administrative Services
200 West County Home Road
Sanford, Florida 32773

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

SECTION 8. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

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

(d) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at CONSULTANT's office at all reasonable times during the Agreement period and for

five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsections (b) and (c) of this Section.

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

SECTION 9. RESPONSIBILITIES OF CONSULTANT.

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

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

SECTION 10. OWNERSHIP OF DOCUMENTS. All deliverable analysis, reference data, survey data, plans, and reports or any other form of

written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement shall become the property of COUNTY after final payment is made to CONSULTANT.

SECTION 11. TERMINATION.

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

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

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

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

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be

liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however, that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

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



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

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

SECTION 13. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to,

the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION 15. CONFLICT OF INTEREST.

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

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

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

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

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

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

SECTION 19. INSURANCE.

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

(1) CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given

not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

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

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

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT's indemnification of COUNTY under this Agreement.

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

(1) Companies issuing policies (other than Workers' Compensation) must be authorized to conduct business in the State of Florida

and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

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

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

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

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

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

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

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

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment, and the elimination of coverage for Fire Damage Legal Liability.

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

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

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

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must be on an occurrence basis or claims-made basis. If a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents

of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 20. DISPUTE RESOLUTION.

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

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

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

SECTION 21. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, shall designate in writing and shall advise CONSULTANT in

writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

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

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

SECTION 23. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 24. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting CONSULTANT (including its officers, employ-

ees, and agents) an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

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

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

SECTION 27. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to  release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 29. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Administrative Services
200 W. County Home Road
Sanford, FL 32773

For CONSULTANT:

PBS&J
482 S. Keller Road
Orlando, FL 32810

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

(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: PBS&J

Witness

By: _____

Print Name

Title: _____

Witness

Printed Name: _____

Print Name

Date: _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____


For use and reliance
of Seminole County only.

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 - Sample Work Order
Exhibit C - Rate Schedule
Exhibit D - Conceptual Plan

AEC:jjr:sjs
10/29/07, 11/26/07
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Exhibit A.

Scope of Services

PS-2084-07/LKR

**Request for Professional Services -
Architectural and Engineering Services for Design and Construction
Administration for Jetta Point Park**

Seminole County Government is seeking proposals for architectural and engineering services for the design and construction administration of Jetta Point Park. Jetta Point Park is located on the southwest corner of the interchange at SR 434 and SR 417 in both the City of Winter Springs and the City of Oviedo. The park site is approximately 44.75 acres in size with potentially 7.6 acres of the total acreage identified as wetlands.

Jetta Point Park is envisioned as a centerpiece active recreation park for Seminole County that will be enjoyed for generations to come. Its location provides excellent vehicular accessibility from all over Seminole County. In addition, the park site is located adjacent to the SR 434 Trailhead for the Cross Seminole Trail. This unique opportunity to locate a major park adjacent to the trail and trailhead will provide enhanced access for pedestrian, skaters/roller blades and bicyclists countywide.

The scope of the finished project will include the following elements (see conceptual site plan):

- A. Four (4) Softball Fields (wagon wheel configuration)**
 - Two hundred (200) foot fence distance from home plate.
 - Thirty (30) foot backstop distance from home plate.
 - Covered dugouts and bleachers (50 per bleacher).
 - Water fountains in dugouts.
 - Regulation backstops with five (5) foot green vinyl coated industrial fencing in the foul lines and outfield.
 - Foul poles and yellow protective tubing over fences.
 - Sport lighting for all four (4) fields.

- B. Concession Building at Softball Fields**
 - Three thousand (3,000) square foot minimum.
 - Two-story, four (4) sides facing each field.
 - Restrooms and concession area on the first floor.
 - Second-story office area for park operator and scorekeeper observation area.
 - Office area, not including scorekeeper observation area (see Seminole County Softball Complex).

- C. Four (4) Multipurpose Fields**
 - International soccer field size desired, rectangular configuration.

- Width - Sixty-five (65) yards minimum to eighty (80) yards maximum.
- Length - one hundred ten (110) yards minimum to one hundred twenty (120) yards maximum.
- Bermuda 419 turf grass.
- Amenities to include moveable player benches.
- Sports lighting for all four fields.

D. Concession Building and Office Building at Multi-purpose Fields

- One-story, fifteen hundred (1,500) square foot minimum each building.
- Restrooms and concession area.
- Office area for park operator and meeting room for tournament control.
- Office building, not including meeting room.

E. Field Parking Standard

- Fifty (50) spaces per field x eight (8) fields = four hundred (400) spaces minimum.

F. Maintenance Building

- Three (3) bay concrete masonry unit building.
- Each bay sixty (60) feet by thirty (30) feet for equipment storage.
- Three hundred fifty (350) square foot office space with ADA rest room.
- Two (2) open covered bays on each end of building, one thousand (1,000) square feet each, for materials storage.

G. Destination Playground

- Large configuration of “unique” playground equipment to include separate areas for 2-5 year olds and 5-12 year olds.
- Prefabricated manufacturer equipment.
- Three (3) pre-manufactured shade cloths.
- Swing sets for each age group.
- Poured in-place cushioned surfacing required.
- Appropriate amenities to include water fountains, benches, etc. (similar to Greenwood Lakes Park and double in size).
- Two (2) pre-manufactured pavilions, fifteen hundred (1,500) square feet each.

H. Equestrian

- Maximum dimensions - three hundred fifty (350) feet by two hundred (200) feet with one (1) entrance/exit on a two hundred (200) foot side.
- Minimum dimensions - one hundred (100) feet by one hundred seventy-five (175) feet with two (2) entrance/exits on one hundred (100) foot sides.
- Perimeter defined by Type A fence, with twelve (12) foot swing gates for access at entrances/exits.
- Typical section for unpaved parking area to include
 - Twelve (12) inch Type B Stabilization
 - Geo-textile layer

- Perforated terracell section filled with 70/30 aggregate/topsoil mix
 - Sod surface
- Provide unpaved, stabilized parking/unloading area accessed by unpaved, stabilized driveway approach.

I. General

- Information Kiosks
 - Located in key areas
- Management
 - Two separate organizations will operate softball and multipurpose fields independent of one another and will have little or no interaction.
- Utilities
 - Electrical, Water and Irrigation must be separately metered for each area.
 - Irrigation systems must be independent of each other.
- Tot-Lot (small)
 - One (1) Pavilion – fifteen hundred (1,500) square feet (Pre-manufactured).
- Open Pavilions
 - Four (4) Pre-manufactured Small Pavilions – four hundred (400) square feet.
- Trail Connections
 - Minimizing wetland impacts from equestrian area to the trail suitable for horses and from multipurpose fields to trails around the world rest stop.
- Buffers
 - Utilizing existing berm and landscaping to shield adjacent properties for sound, etc.

The tasks will include submittals at schematic (30%), design development (60%), and construction development (90% and 100%). Estimates will be provided at 30%, 60%, and 90%. An environmental assessment will be made of the site to include wetland delineation, flora and fauna identification and protection, and unsuitable soils and other conditions. Coordination will be made with the City of Winter Springs, City of Oviedo, Seminole County, St. Johns River Water Management District, Army Corps of Engineers, Department of Environmental Protection, Department of Transportation, and any other authorities having jurisdiction. Project administration, geotechnical services, permitting, survey, bidding and award phase, and construction administration are also included.

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

WORK ORDER

Work Order Number: _____

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

Consultant: _____
Address: _____

ATTACHMENTS TO THIS WORK ORDER:

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

METHOD OF COMPENSATION:

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

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

Work Order Amount: _____ DOLLARS (\$ _____)

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

(THIS SECTION TO BE COMPLETED BY THE COUNTY)

ATTEST:

, Secretary

By: _____, President

(CORPORATE SEAL)

Date: _____

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

WITNESSES:

(Procurement Analyst)

By: _____, Procurement Supervisor

(Procurement Analyst)

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

OC # _____

ON # _____

WORK ORDER TERMS AND CONDITIONS

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

October 5, 2007

PBS&J Billing Rates By Grade Level - Seminole County Architectural and Engineering Services for Design and Construction Administration of Jetta Park PS-2084-07/LKR

		Multiplier= 2.9082	
		2007 Raw Hourly Rate \$/hr	2007 Hourly Billing Rate \$/hr
<u>Grade Level</u>	<u>Position Titles</u>		
N1 and N2	Rodperson I, Trainee	9.74	28.33
N3	Technical Aide I	12.33	35.86
N4	Rodperson II, Drafter I	12.58	36.59
N5	Instrument Operator I, Technician Aide II	13.35	38.82
N6	Interior Designer I, Drafter II	15.63	45.46
N7	Instrument Operator II, Cadd Technician I, Technician I	16.25	47.26
N8	Party Chief II,	18.44	53.63
N9	Sr. Technician I, Administrative Assistant, Party Chief II, Sr. CADD Technician, Sr. Drafter II, Sr. Tech. Estimator/Scheduler	22.26	64.74
N10	Designer, CADD Designer/Technician, Sr. Technician II, Sr. Party Chief, Sr. Field Representative, Sr. Graphics Coordinator	23.98	69.74
N11	CADD Designer, Sr. Party Chief II, Sr. Filed Rep. II, Designer II	31.81	92.51
E10	Engineer I, Technical Professional I, Tech. Coordinator I, Estimator/Scheduler, GIS Analyst, Sr. CADD Designer/Operator, Sr. Designer I, Property Acquisition Agent I	22.02	64.04
E11	Engineer II, Technical Professional II, GIS Analyst II, Sr. CADD Designer, ITS Analyst, Sr. Designer II, CADD Supervisor, Technical Coordinator II, Property Acquisition Agent II	29.74	86.48
E12	Sr. Engineer I, Sr. Technical Professional I, Sr. Tech. Coordinator I, GIS/ITS Specialist I, Sr. Designer III, Survey Manager I, Sr. Estimator/Scheduler I	34.62	100.68
E13	Sr. Technical Coordinator II, Sr. Property Acquisition Agent II, ITS Specialist II, Sr. Technical Coordinator II	38.31	111.41
E14	Sr. Engineer II, Sr. Technical Professional II, Sr. Surveyor II, Sr. Estimator/Scheduler II, Sr. Property Acquisition Agent III, Sr. GIS Specialist, Survey Manager II	42.00	122.14
E15	Sr. Engineer III, Sr. Technical Professional III, Sr. Property Acquisition Agent IV, Sr. Project Manager, Program Manager, Resident Engineer	51.71	150.38
E16	Sr. Engineer IV, Sr. Technical Professional IV, Sr. Program Manager, Division Manager, Sr. Resident Engineer, Project Director	55.02	160.01
E17 and above	Principal Technical Professional, Sr. Division Manager	74.81	217.56

PBS&J has an extensive list of titles. These titles are categorized into Grade Levels. Levels N1 to N11 are all non-exempt positions which are eligible for overtime pay @ 1.5 times the regular rate. The term "Technical Professionals" refers to Architects, Engineers, Landscape Architects, Planners, Scientists, Surveyors, etc.

Current Audited Overhead Rate = 2.622 , use 2.62	2.6200
Contract Margin Rate @ 11%	0.2882
Total Contract Multiplier	2.9082

Truth in Negotiations Certificate

This is to certify that, to the best of my knowledge and belief, the wage rates and other factual unit costs supporting the compensation (as defined in section 287.055 of the Florida Statutes (otherwise known as the "Consultants' Competitive Negotiations Act" or CCNA) and required under CCNA subsection 287.055 (5) (a)) submitted to Seminole County Purchasing and Contracts Division, Contracts Section, either actually or by specific identification in writing, in support of PS-_____ * are accurate, complete, and current as of _____ (Date)**. This certification includes the wage rates and other factual unit costs supporting any Work Orders or Amendments issued under the agreement between the Consultant and the County.

Firm _____

Signature _____

Name _____

Title _____

Date of execution*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., PS No.).

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

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

(End of certificate)

SR 419 & SR 434

Entrance Sign & Gate
Pavilion (30' x 50')
10' Powerline Easement

Landscaped Earth Berm
Buffer/Seating

Existing Restroom Bldg
Lighted Multi-Purpose Fields

4 Pavilions (25' x 25')

1.5 Hiking/Biking Trails

Pre-Manufactured Bridge
(8' x 40')

Wetland

Ranchion Pond

Total Parking Space: 300

SR 417

Restroom / Concession (50' x 50')
Office Building (30' x 50')
Open Field/Tiny
10' Landscaped Buffer Along SR 417

Tot Lot With Pavilion (50' x 50')
2-Story Concession Building
First Floor: Restroom/Concession (1500 sq ft)
Second Floor: Offices/Score Box (1500 sq ft)
Softball Drop-off
Lighted 4 Fast-Pitch Softball Fields

Out Parcel

Winter Springs

Oviedo

Retention Pond
Maintenance Facility
(30' x 60')

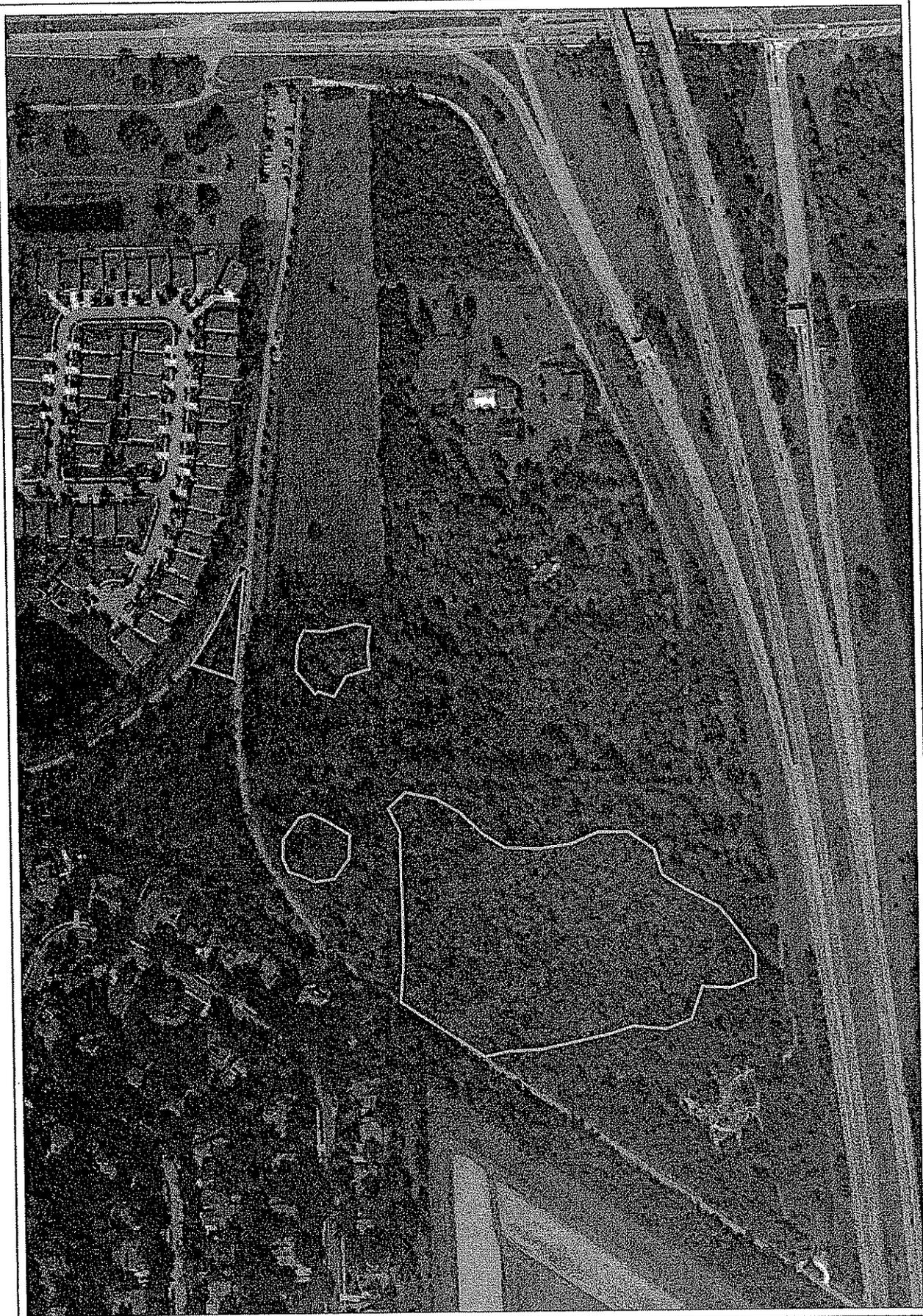
Retention Pond
Cross Seminole Trail
Trails Around The World



Jetta Point Park Conceptual Site Plan

Dated July 16, 2005



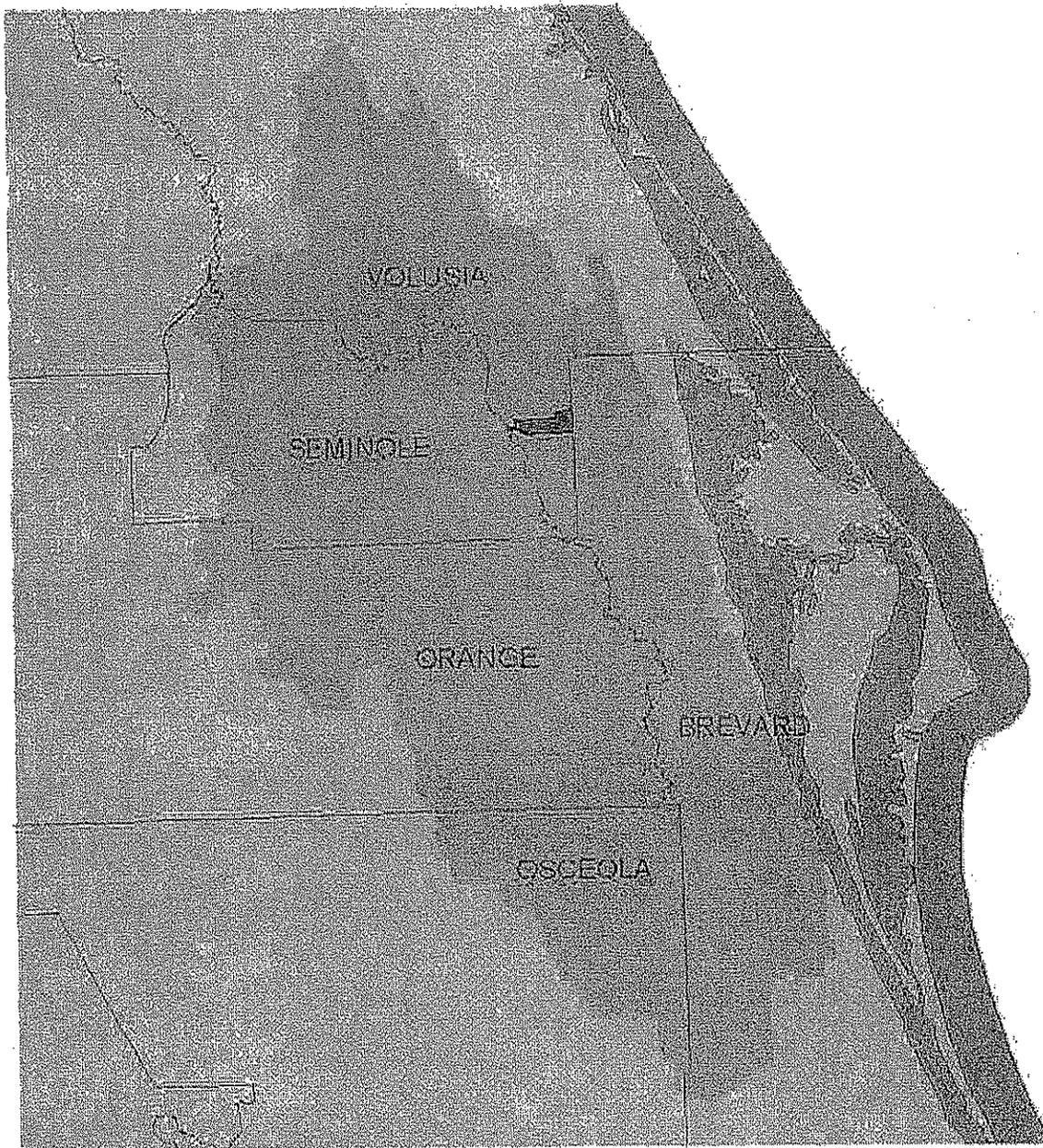


Scale: 1" represents 200'
Exhibit Date: 6/19/06

Jetta Point
Seminole County, Florida
Exhibit "D" Page 2 of 8



PBSJ

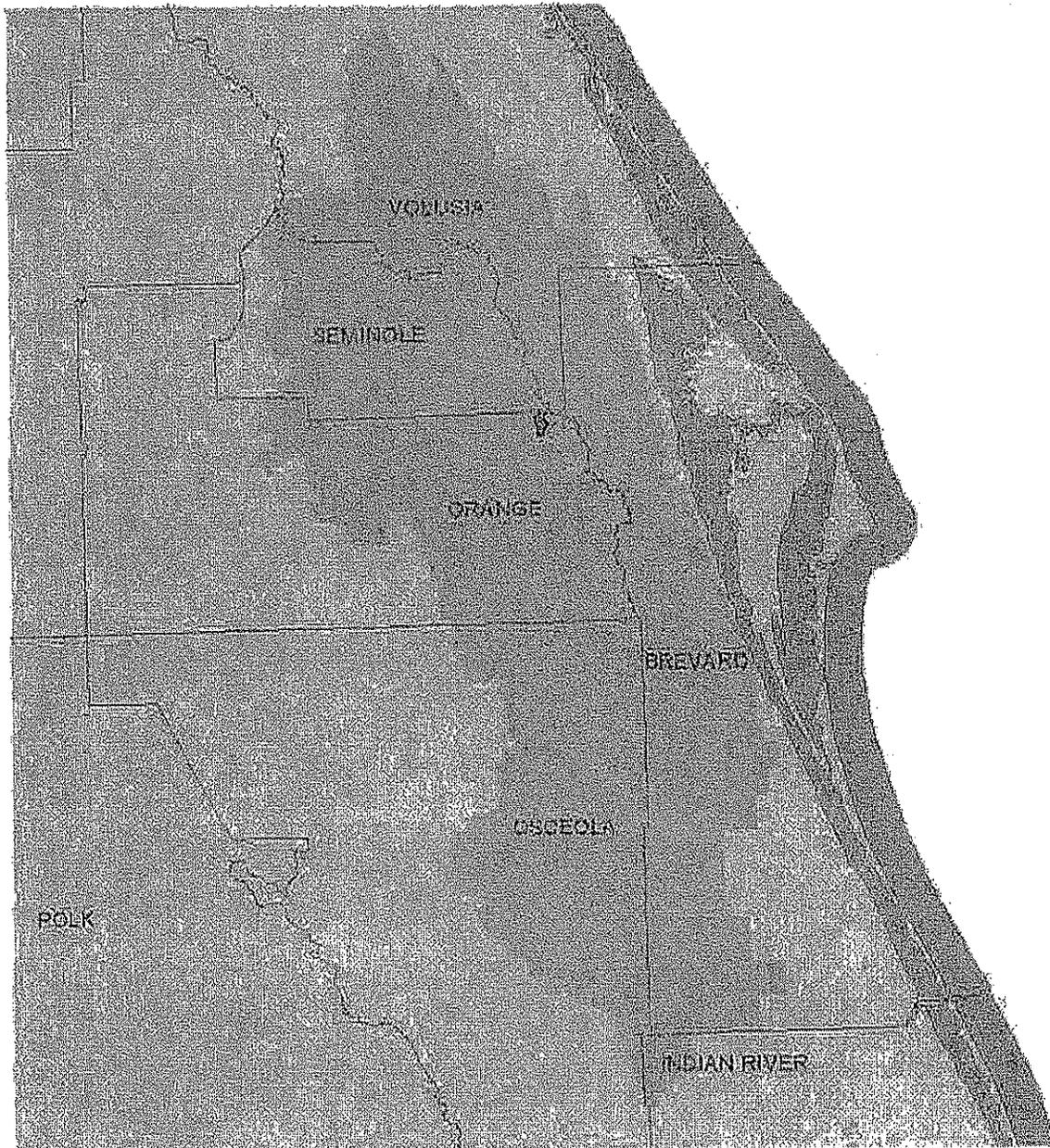


Colbert-Cameron Mitigation Bank (in Volusia Co.) and Mitigation Service Area (pink)

This map was prepared by FDEP to represent the general location of the mitigation bank and service area. Precision of scale, locations or names is not guaranteed.



Department of Environmental Protection
Bureau of Submerged Land and Environmental Resources
Prepared by V. Tauxe on 4-14-01
(850) 488-0130

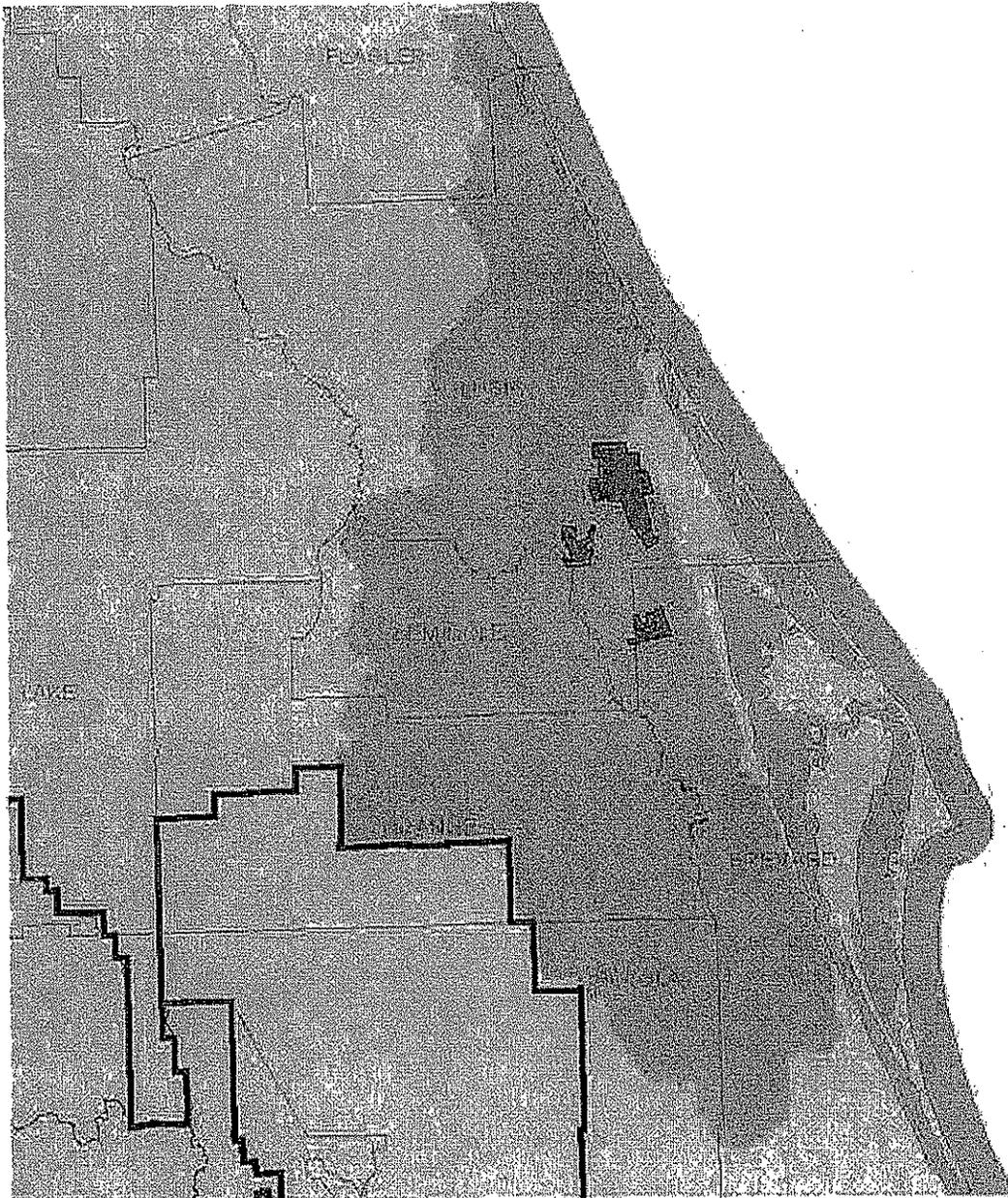


**East Central Mitigation Bank (in Orange Co.)
and Mitigation Service Area (violet)**

This map was prepared by FDEP to represent the general location of the mitigation bank and service area. Precision of scale, locations or names is not guaranteed.



Department of Environmental Protection
Bureau of Submerged Land and Environmental Resources
Prepared by V. Tauxe on 4-14-01
(850) 438-0130

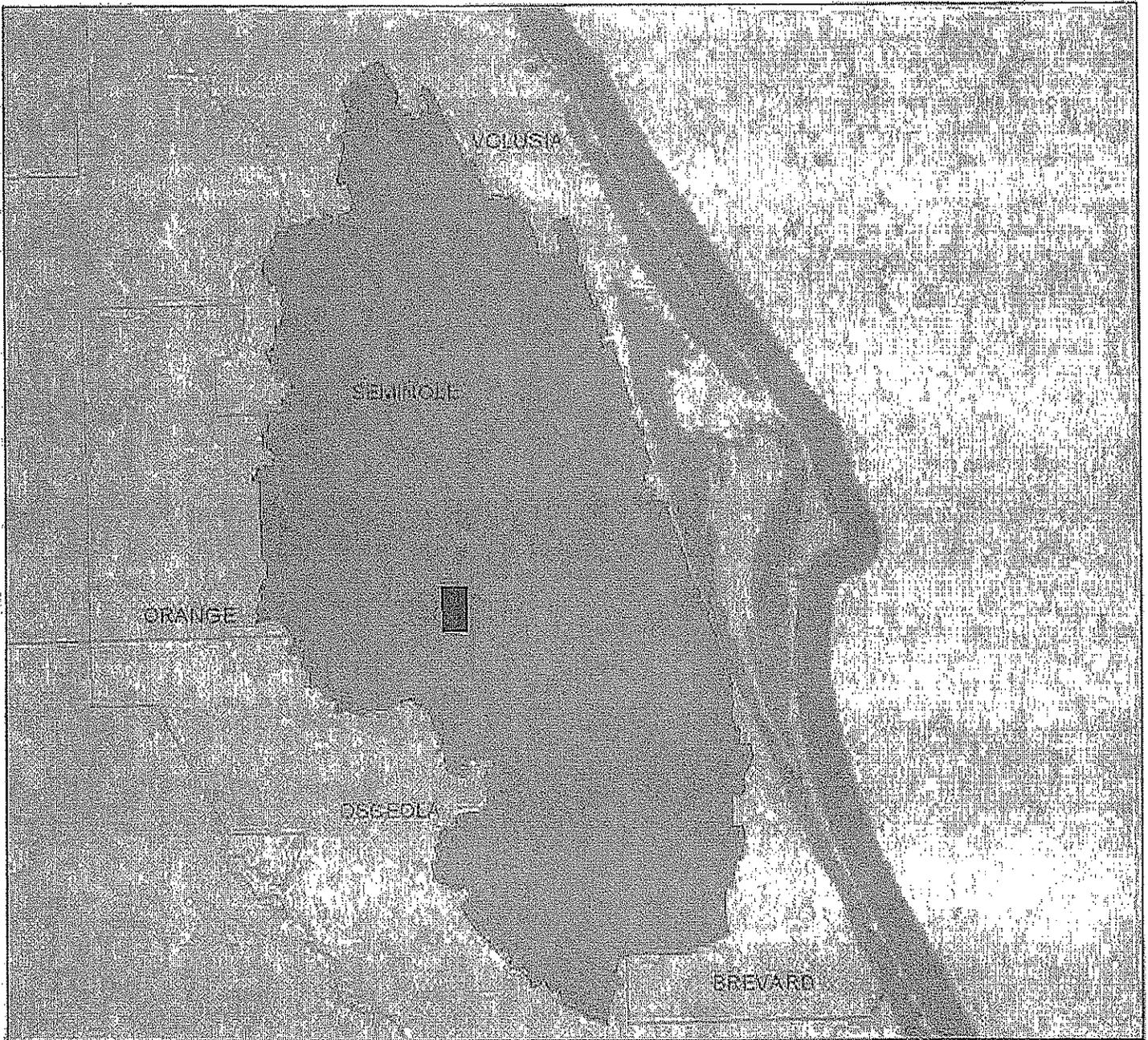


**Farnton Mitigation Bank (in Volusia and Brevard Co.)
and Mitigation Service Area (blue)**

This map was prepared by FDEP to represent the general location of the mitigation bank and service area. Precision of scale, locations or names is not guaranteed.



Department of Environmental Protection
Bureau of Submerged Land and Environmental Resources
Prepared by V. Tauxe on 4-14-01
(850) 488-0130



T-M Econ Mitigation Bank (in Orange Co.) and Mitigation Service Area (violet)



This map was prepared by FDEP
to represent the general locations of
state permitted mitigation banks.
Precision of scale, locations or
names is not guaranteed.



Department of Environmental Protection
Submerged Lands and Environmental Resources
Prepared by V. Fauze on 8/08
(850) 215-6474



FLORIDA NATURAL AREAS INVENTORY
 1018 Thomasville Road, Suite 200-C
 Tallahassee, FL 32303
 (850) 224-8207, FAX (850) 681-9364



January 2004

Seminole County Summary

Page 1

Rare Species and Natural Communities Documented or Reported

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
<u>FISH</u>					
<i>Ameiurus brunneus</i>	Snail Bullhead	G4	S3	N	N
<i>Petromyzon marinus</i>	Sea Lamprey	G5	SNA	N	N
<i>Pteronotropis welaka</i>	Bluenose Shiner	G3G4	S4	N	LS
<u>AMPHIBIANS</u>					
<i>Notophthalmus perstriatus</i>	Striped Newt	G2G3	S2S3	N	N
<i>Rana capito</i>	Gopher Frog	G3	S3	N	LS
<u>REPTILES</u>					
<i>Alligator mississippiensis</i>	American Alligator	G5	S4	T(S/A)	LS
<i>Drymarchon cooperi</i>	Eastern Indigo Snake	G3	S3	N	LT
<i>Gopherus polyphemus</i>	Gopher Tortoise	G3	S3	N	LS
<i>Pituophis melanoleucus mugilus</i>	Florida Pine Snake	G4T3?	S3	N	LS
<i>Stilosoma extenuatum</i>	Short-tailed Snake	G3	S3	N	LT
<u>BIRDS</u>					
<i>Accipiter cooperii</i>	Cooper's Hawk	G5	S3	N	N
<i>Aimophila aestivalis</i>	Bachman's Sparrow	G3	S3	N	N
<i>Aphelocoma coerulescens</i>	Florida Scrub-jay	G2	S2	LT	LT
<i>Aramus guarana</i>	Limpkin	G5	S3	N	LS
<i>Ardea alba</i>	Great Egret	G5	S4	N	N
<i>Buteo brachyurus</i>	Short-tailed Hawk	G4G5	S1	N	N
<i>Egretta caerulea</i>	Little Blue Heron	G5	S4	N	LS
<i>Egretta thula</i>	Snowy Egret	G5	S3	N	LS
<i>Egretta tricolor</i>	Tricolored Heron	G5	S4	N	LS
<i>Elanoides forficatus</i>	Swallow-tailed Kite	G5	S2	N	N
<i>Eudocimus albus</i>	White Ibis	G5	S4	N	LS
<i>Falco columbarius</i>	Merlin	G5	S2	N	N
<i>Falco peregrinus</i>	Peregrine Falcon	G4	S2	N	LE
<i>Falco sparverius paulus</i>	Southeastern American Kestrel	G5T4	S3	N	LT
<i>Grus canadensis pratensis</i>	Florida Sandhill Crane	G5T2T3	S2S3	N	LT
<i>Haliaeetus leucocephalus</i>	Bald Eagle	G4	S3	LT	LT
<i>Ixobrychus exilis</i>	Least Bittern	G5	S4	N	N
<i>Laterallus jamaicensis</i>	Black Rail	G4	S2	N	N
<i>Mycteria americana</i>	Wood Stork	G4	S2	LE	LE
<i>Nyctanassa violacea</i>	Yellow-crowned Night-heron	G5	S3	N	N
<i>Nycticorax nycticorax</i>	Black-crowned Night-heron	G5	S3	N	N
<i>Pandion haliaetus</i>	Osprey	G5	S3S4	N	LS*
<i>Picooides villosus</i>	Hairy Woodpecker	G5	S3	N	N
<i>Plegadis falcinellus</i>	Glossy Ibis	G5	S3	N	N
<u>MAMMALS</u>					
<i>Corynorhinus rafinesquii</i>	Rafinesque's Big-eared Bat	G3G4	S2	N	N
<i>Mustela frenata peninsulæ</i>	Florida Long-tailed Weasel	G5T3	S3	N	N
<i>Neofiber alleni</i>	Round-tailed Muskrat	G3	S3	N	N
<i>Podomys floridanus</i>	Florida Mouse	G3	S3	N	LS
<i>Sciurus niger shermani</i>	Sherman's Fox Squirrel	G5T3	S3	N	LS
<i>Trichechus manatus</i>	Manatee	G2	S2	LE	LE
<i>Ursus americanus floridanus</i>	Florida Black Bear	G5T2	S2	N	LT*
<u>INVERTEBRATES</u>					

Rare Species and Natural Communities Documented or Reported

Scientific Name	Common Name	Global Rank	State Rank	Federal Status	State Status
<u>INVERTEBRATES</u>					
<i>Aphaostracon monas</i>	Wekiwa Hydrobe	G1	S1	N	N
<i>Aphaostracon theiocrenetum</i>	Clifton Springs Hydrobe	G1	S1	N	N
<i>Cincinnatia ponderosa</i>	Sanlando Spring Siltsnail	G1	S1	N	N
<i>Cincinnatia wekiwae</i>	Wekiwa Siltsnail	G1	S1	N	N
<i>Procambarus acherontis</i>	Orlando Cave Crayfish	G1G2	S1	N	N
<u>PLANTS</u>					
<i>Carex chapmanii</i>	Chapman's Sedge	G3	S3	N	LE
<i>Centrosema arenicola</i>	Sand Butterfly Pea	G2Q	S2	N	LE
<i>Cucurbita okeechobeensis</i>	Okeechobee Gourd	G1	S1	LE	LE
<i>Dennstaedtia bipinnata</i>	Hay Scented Fern	G4	S1	N	LE
<i>Illicium parviflorum</i>	Star Anise	G2	S2	N	LE
<i>Lechea cernua</i>	Nodding Pinweed	G3	S3	N	LT
<i>Ophioglossum palmatum</i>	Hand Fern	G4	S2	N	LE
<i>Salix floridana</i>	Florida Willow	G2	S2	N	LE
<u>NATURAL COMMUNITIES</u>					
Aquatic cave		G3	S3	N	N
Baygall		G4	S4	N	N
Blackwater stream		G4	S3	N	N
Bottomland forest		G4	S3	N	N
Depression marsh		G4	S4	N	N
Floodplain swamp		G4	S4	N	N
Hydric hammock		G4	S4	N	N
Sandhill		G3	S2	N	N
Scrub		G2	S2	N	N
Scrubby flatwoods		G3	S3	N	N
Spring-run stream		G2	S2	N	N
Wet flatwoods		G4	S4	N	N
Xeric hammock		G3	S3	N	N
<u>OTHER ELEMENTS</u>					
Geological feature		GNR	SNR	N	N

Total count:

Number of tracked elements: 68
Number of distinct occurrences: 110

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-2249-07/BHJ - Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bill Johnson

EXT: 7128

MOTION/RECOMMENDATION:

Approve ranking list and authorize staff to negotiate rates for PS-2249-07/BHJ - Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million with DMJM Harris of Orlando, Florida; Keith & Schnars, Inc. of Orlando, Florida; and PB Americas of Orlando, Florida (estimated usage of \$750,000.00 per year).

County-wide

Ray Hooper

BACKGROUND:

PS-2249-07/BHJ will provide construction engineering and inspection services to ensure the construction project is constructed in reasonable conformity with the plans, specifications and agreement provisions. The project was publicly advertised and the County received twenty-four (24) submittals (listed alphabetically):

Barnes, Ferland, and Associates, Inc.
Bermello Ajamil & Partners, Inc.
Calvin, Giordano & Associates, Inc.
Civil Consulting & Construction Services, LLC
Consul-Tech Construction Management, Inc.
CPH Engineers, Inc.
Dick Corporation
DMJM Harris
Dyer, Riddle, Mills & Precourt, Inc.
Eisman & Russo, Inc.
F.R. Aleman & Associates, Inc.
GAI Consultants, Inc.
GCI, Inc.
HNTB Corporation
Keith & Schnars, Inc.
Mehta & Associates, Inc.
Miller Legg
PB Americas, Inc.
PBS & J
Reynolds, Smith and Hills CS, Inc.
SAI Consulting Engineers, Inc.
TEK Science and Engineering
Volkert Construction

Wilbur Smith Associates, Inc.

The Evaluation Committee, which consisted of Steve Douglas, Principal Engineer, Public Works; Bill Glennon, Principal Engineer, Public Works; Gary Johnson, Director, Public Works; Antoine Khoury, Assistant County Engineer, Public Works; and Jerry McCollum, County Engineer, Public Works, evaluated the submittals and agreed to shortlist six (6) firms. The Evaluation Committee with the exception of Gary Johnson (unable to attend Presentations Meeting) interviewed these firms giving consideration to the following criteria:

- Project Challenges/Understanding
- Innovative Ideas on Approach/Changes to Improve Project Delivery and Reduce Costs
- Availability of the Team to Manage Several Projects at the Same Time
- Similar Project Experience
- Team Experience

The attached backup documentation includes the Bid Tabulation, the Presentation Summary & Scoring Sheets, the Evaluation Summary Sheet, and the Project Scope. The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the top three (3) ranked firms in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. Keith & Schnars, Inc.
2. DMJM Harris
3. PB Americas
4. PBS & J
5. GAI Consultants
6. Bermello Ajamil & Partners, Inc.

STAFF RECOMMENDATION:

Staff recommends that the Board approve ranking list and authorize staff to negotiate rates for PS-2249-07/BHJ - Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million with Keith & Schnars, Inc. of Orlando, Florida; DMJM Harris of Orlando, Florida; and PB Americas of Orlando, Florida (estimated usage of \$750,000.00 per year).

ATTACHMENTS:

1. Professional Services - PS-2249-07/BHJ - Backup

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

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

PS NUMBER: PS-2249-07/BHJ

PS TITLE : Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

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

DATE: August 22, 2007 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Barnes, Ferland, and Associates, Inc. 3655 Maguire Blvd., Ste 150 Orlando, FL 32803	Bermello Ajamil & Partners, Inc. 315 E. Robinson St., Ste 570 Orlando, FL 32801	Calvin, Giordano & Associates, Inc. 390 N. Orange Ave., Ste 2600 Orlando, FL 32801	Civil Consulting & Construction Services, LLC 239 Mission Court Altamonte Springs, FL 32714	Consul-Tech Construction Management, Inc. 2828 Edgewater Dr., Ste 200 Orlando, FL 32804
Daniel L. Allen, P.E. (407) 869-8608 – Phone (407) 896-1822 – Fax	Gustavo R. Quesada, P.E. (407) 210-6620 – Phone (407) 650-0455 – Fax	John P. Downes, P.E. (407) 423-0523 – Phone (407) 926-7761 – Fax	Robert P. Rudd (407) 461-1564 – Phone (407) 772-0355 – Fax	Carlos Mallol (954) 438-4300 – Phone (954) 438-1433 – Fax
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	RESPONSE -10-
CPH Engineers, Inc 500 W Fulton St Sanford, FL 32771	Dick Corporation 375 Douglas Ave., Ste 2002 Altamonte Springs, FL 32714	DMJM Harris 20 N. Orange Ave., Ste 407 Orlando, FL 32801	Dyer, Riddle, Mills & Precourt, Inc 941 Lake Baldwin Ln Orlando, FL 32814	Eisman & Russo, Inc 3361 Rouse Rd., Ste 125 Orlando, FL 32817
David A. Gierach, P.E., Pres. (407) 322-6841 – Phone (407) 330-0639 – Fax	Daniel P. Sokal (407) 865-5677 – Phone (407) 862-5170 – Fax	Barry Fiandra (407) 246-7112 – Phone (407) 649-7188 – Fax	Lucious J. Cushman, P.E. (407) 896-0594 – Phone (407) 896-4836 – Fax	Tony Mahfoud, P.E. (407) 382-7774 – Phone (407) 382-7723 – Fax
RESPONSE -11-	RESPONSE -12-	RESPONSE -13-	RESPONSE -14-	RESPONSE -15-
F.R. Aleman & Associates, Inc. 1080 Woodcock Rd, Ste 277 Orlando, FL 32803	GAI Consultants, Inc. 618 E. South St. Orlando, FL 32801	GCI, Inc. 2290 N. Ronald Reagan Blvd., Ste. 100 Longwood, FL 32750	HNTB Corporation 300 Primera Blvd. Ste 200 Lake Mary, FL 32746	Keith & Schnars, Inc. 6500 North Andrews Ave. Ft. Lauderdale, FL 33309
Mike Yazdani (407) 864-5651 – Phone (407) 894-5255 – Fax	Richard A. Cima, P.E. (407) 423-8398 – Phone (407) 843-1070 – Fax	Owusu Amaning (407) 331-6332 – Phone (407) 331-9066 – Fax	Sia Kusha (407) 805-0355 – Phone (407) 805-0227 – Fax	John P. Cleland, P.E. (954) 776-1616 – Phone (954) 771-7690 – Fax

RESPONSE -16-	RESPONSE -17-	RESPONSE -18-	RESPONSE -19-	RESPONSE -20-
Mehta & Associates, Inc One Purlieu Pl., Ste. 100 Winter Park, FL 32792	Miller Legg 631 S. Orlando Ave. #200 Winter Park, FL 32789	PB Americas, Inc. 100 E. Pine St. Ste. 500 Orlando, FL 32801	PBS & J 482 S. Keller Rd. Orlando, FL 32810-6101	Reynolds, Smith and Hills CS, Inc. 1000 Legion Pl., Ste. 870
Vipin C. Mehta, P.E. (407) 657-6662 – Phone (407) 657-9579 – Fax	Jon Walls, RLA (407) 629-8880 – Phone (407) 629-7883 – Fax	G. Dewey Martin III, P.E. (407) 587-7800 – Phone (407) 587-7960 – Fax	Steven W. Martin (407) 647-7275 – Phone (407) 838-1601 – Fax	Dale A. Barnes (407) 893-5870 – Phone (407) 648-9171 – Fax
RESPONSE -21-	RESPONSE -22-	RESPONSE -23-	RESPONSE -24-	
SAI Consulting Engineers, Inc. 1350 Penn Ave., Ste. 300 Pittsburgh, PA 15222-4211	TEK Science and Engineering 3006 Moss Valley Pl. Winter Park, FL 32792	Volkert Construction Services, Inc. 151 S. Wymore Rd., Ste. 550 Altamonte Springs, FL 32714	Wilbur Smith Associates, Inc. 3191 Maguire Blvd., Ste. 200 Orlando, FL 32803	
James J. Lombardi (412) 392-8750 – Phone (412) 392-8784 – Fax	Sheila Tarte (407) 677-1012 – Phone (407) 677-1012 – Fax	Jack W. Roberts, P.E. (407) 682-2045 – Phone (407) 682-7861 – Fax	Adrian B. Share, P.E. (407) 896-5851 – Phone (407) 896-9165 – Fax	

Tabulated by B. Johnson – Posted August 27, 2007 (9:30 A.M. EST)

Short-listing Evaluation Committee Meeting: **September 26, 2007 at 9:30 AM Eastern**

(Updated September 26, 2007 at 1:30 PM Eastern) **Lake Jessup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773**

Short-listed Firms: **Keith & Schnars, P.A.**

GAI Consultants, Inc.

DMJM Harris

PB Americas, Inc.

PBS & J

Bermello Ajamil & Partners, Inc.

Presentations: **November 6, 2007 at 8:00 AM Eastern**

(Updated October 10, 2007 at 4:00 PM Eastern) **Lake Jessup Conference Room, 520 W. Lake Mary Blvd, Sanford, Florida 32773**

Schedule and Criteria:

Bermello Ajamil & Partners, Inc.

8:00 – 8:25 AM

DMJM Harris

8:30 – 8:55 AM

GAI Consultants

9:00 – 9:25 AM

Keith & Schnars, P. A.

9:30 – 9:55 AM

PB Americas, Inc.

10:00 – 10:25 AM

PBS&J

10:30 – 10:55 AM

[35 points] Project Challenges/Understanding.

[25 points] Innovative ideas on approach/changes to improve this project delivery and reduce costs.

[15 points] Availability of the team to manage several projects at the same time.

[15 points] Similar Project Experience.

[10 points] Team Experience.

BCC Agenda Date - Request to Approval to Negotiate (Rank) with the top 3 Firms: December 11, 2007

(Updated by B. Johnson 11/7/2007 at 10:00 AM EST)

- 1. Keith & Schnars, Inc.**
- 2. DMJM Harris**
- 3. PB Americas, Inc.**
- 4. PBS&J**
- 5. GAI Consultants**
- 6. Bermello Ajamil & Partners, Inc.**

Board of County Commissioners Agenda Date – Award: TBD

PRESENTATION RANKINGS

PS-2249-07/BHJ - Continious CE&I Services Agreement for Construction Projects less than \$1 Million

DATE 11/6/2007 8:00 AM EST

	Steve Douglas	Bill Glennon	Antoine Khoury	Jerry McCollum	Total	Ranking
Bermello Ajamil & Partners, Inc.	5	6	6	3	20	6
DMJM Harris	2	3	2	2	9	2
GAI Consultants, Inc.	4	5	5	6	20	5
Keith & Schnars, Inc.	1	2	1	1	5	1
PB Americas, Inc.	3	1	3	5	12	3
PBS & J	6	4	4	4	18	4

PRESENTATION RANKINGS

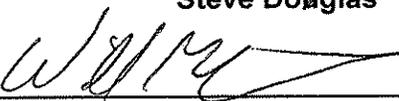
PS-2249-07/BHJ - Continious CE&I Services Agreement for Construction Projects less than \$1 Million

The Evaluation Committee agrees to the following ranking:

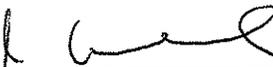
1. Keith & Schnars, Inc.
2. DMJM Harris
3. PB Americas, Inc.
4. PBS & J
5. GAI Consultants, Inc.
6. Bermello Ajamil & Partners, Inc.



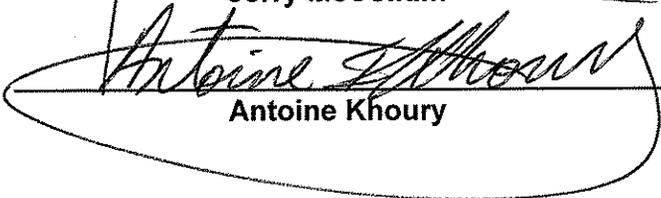
Steve Douglas



Bill Glennon



Jerry McCollum



Antoine Khoury

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: Keith & Schnars, Inc.
QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

94
time

Very good (C+)
 Not major issues School, signs (very good)
 Detailed public involvement, landscape issues,
 Circulation / cont. grade, Trees - Plan issues
 reviewed, Purp. issues, utility issues

Very detailed and focuses on major issues

Score 28.70
(0-35) **82**

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

base dry season - Prob'd review 6.21
 ABC base in a year
 Realign road at self course
 Good (H)

Score 19.0
(0-25) **76**

Availability of the Team to Manage Several Projects at the Same Time: (15)

Have performed very good on current contract, M.F.L. Co.

Score 12.0
(0-15) **80**

Similar Project Experience: (15)

Currently do work for Co.
 12 < 1M and 4 major projects
 Very good (C)

Score 12.3
(0-15) **82**

Team Experience: (10)

Very good staff

Score 8.0
(0-10) **80**

Ranking 1

Total Score (0-100) 80.0

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: DMJM Harris
QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35) MTO major issue.
 Irrigation removal. Prohibitions missing. VMS for job.
 Complete for self coverage. More water. Don't pay issues. 85
 S. K. Wall (issues) (broken). Numerous comments
 on other plan issues. Tree issue.
 Very very detailed. Excellent (+) Score 29.75
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25) 75
 Cures / Mill / Resurfacing whole project
 done with quality savings
 Good
Score 18.75
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15) 76
 Covered in general. Some specifics
 Good (+)
Score 11.4
(0-15)

Similar Project Experience: (15) 80
 Very good. Numerous projects
Score 12.0
(0-15)

Team Experience: (10) 80
 Very good experienced staff
Score 8.0
(0-10)

Ranking 2

Total Score (0-100) 79.9

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: PBS&J
QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

General utilities. Stress Public Impact. Work with
like many. Sidewalk strip issues / driveway connections 78
Street layout. Fuel. Right-of-way. Etc.
MOT issues.
Covered most issues Good (+) **Score 27.3**
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Drainage / why extra safety and CMP. Etc. 80
Do not require T&E on temporary use permit on LRB
Use local roads as detour
Build up road for rest protection
Very good **Score 20.0**
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Can move staff easily
Good. little general 75

Score 11.25
(0-15)

Similar Project Experience: (15)

Very good. Similar projects 80
and major projects

Score 12.0
(0-15)

Team Experience: (10)

Very good experienced staff 80

Score 8.0
(0-10)

Ranking 4

Total Score (0-100) 78.55

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: PB Americas, Inc.
QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

9-4
 issue
 Tree issues (including drainage problem caused by trees) - M&T. silver 1. Construction method
 Public Invol. Use detourers? Temp. driving surface
 Covered in detail many major issues
 Crown, wood.
 Eliminate line rock
 Good (++)
 Score 27.3
 (0-35) 78

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Modify curb and for
 trees. Consider raised grade.
 ARMI use
 Good (++)
 Score 19.50
 (0-25) 78

Availability of the Team to Manage Several Projects at the Same Time: (15)

Covered in some detail
 Good (++)
 Score 11.70
 (0-15) 78

Similar Project Experience: (15)

Numerous major projects
 Very good
 Score 12.0
 (0-15) 80

Team Experience: (10)

Very good exp. staff
 Score 8.0
 (0-10) 80

Ranking 5

Total Score (0-100) 78.50

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: GAI Consultants
QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

MTD issues major problem. Not for public at all times. Narrow section at golf course. Erosion contract. Protect tree roots. Base course issues. (Rain issues) 76

Good with some specifics
Good (+) Score 26.6
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Use ARMI - keep water out at B-D-E and provide concrete milling / Resurfacing Good ++ 78

Score 19.5
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Good - covered in general form 75

Score 11.25
(0-15)

Similar Project Experience: (15)

Very good experience. Numerous continuing CEI contracts 80

Score 12.0
(0-15)

Team Experience: (10)

Very good staff 80

Score 8.0
(0-10)

Ranking 6

Total Score (0-100) 77.35

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: PB Americas, Inc.
QUALIFICATION COMMITTEE MEMBER: Bill Glennon

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

Significant interaction w/ 46A public ⇒ Excellent
MSI ⇒ Section by Section Train
Public Exhibitions

Score 33
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Section specific solution Excellent
ARMI

Score 24
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Available right now
Work on OCEAT

Score 14
(0-15)

Similar Project Experience: (15)

OCEAT Miss CE7 100

Score 14
(0-15)

Team Experience: (10)

Martin Lean ⇒ Sr Proj Eng.
Barry Johnson ⇒ Best in the state
Share Success
Steve Bryant ⇒

Score 10
(0-10)

Ranking _____

Total Score (0-100) 95

How is Twitter ride going?

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: Keith & Schnars, Inc.
QUALIFICATION COMMITTEE MEMBER: Bill Glennon

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

NOT
PEO
Asphalt Base Stabilization

Score 33
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Pre bid plan review
shorten the road 4' to the middle

Score 23
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Pete, Frank, Richard, Brian, Paul
100% by March

Score 14
(0-15)

Similar Project Experience: (15)

"Multiple" Seminole County Projects
Outstanding

Score 14
(0-15)

Team Experience: (10)

Multiple Seminole County Projects
Outstanding

Score 10
(0-10)

Ranking _____

Total Score (0-100) 94

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: DMJM Harris ✓
QUALIFICATION COMMITTEE MEMBER: Bill Glennon ✓

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

Utility coordination
MOT should be spelled out separately => No
Constructability review detailed many plan errors
Excellent job on project Understanding
Score 32
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Mill + Base Base
Constructability review in Innovation
Tree root avoidance detail not practical
Excellent & No restriction on how far can work in a day
Score 22
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

20 Inspectors 100 inspections Collectively
15 in this area
Score 12
(0-15)

Similar Project Experience: (15)

FDOT 1, 2, 4, 5 + 6 + T. Rapid
Excellent
Score 12
(0-15)

Team Experience: (10)

ENR Top 500 Firm
Harold Resident Engineer
Parish Show
John Thomas
Score 10
(0-10)

Ranking _____

Total Score (0-100) 88

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: PBS&J
QUALIFICATION COMMITTEE MEMBER: Bill Glennon

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

Utility Coordination
NOT
Coordination with Builders
Trip Hazards
Score 32
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Upgrade → Extra Details
Revise Base Specifications
Score 20
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Team on Airport Blvd?
Score 14
(0-15)

Similar Project Experience: (15)

= Airport Blvd
= Many small projects
Score 12
(0-15)

Team Experience: (10)

Ken Pearson
All inspectors are CTQP
Greg Taylor Excellent
Chris Rodi
Score 9
(0-10)

Ranking _____

Total Score (0-100) 87

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: GAI Consultants
QUALIFICATION COMMITTEE MEMBER: Bill Glennon

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

⇒ One lane closure w/ one way Traffic. Coordinate w/ Contractor not to clog up my people.
⇒ Erosion Control, Good (Protection of Trees)
⇒ Recycled Asphalt Stabilized Base

Score 32
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Recommended one lane the road
ARMI → Excellent Plan
Milling & Resurfacing

Score 22
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Local Office
Lane, Bill & Ty available

Score 12
(0-15)

Similar Project Experience: (15)

Orange County Public Schools

Score 11
(0-15)

Team Experience: (10)

⇒ "GAI has more continuing contract experience than any other firm" by Gibson

Score 9
(0-10)

Ranking _____

Total Score (0-100) 96

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: Bermello Ajamil & Partners, Inc.
QUALIFICATION COMMITTEE MEMBER: Bill Glennon

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings –
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

Public Awareness to clarify the project intent
NOT existing Top Marks
Erosion Control
Drainage
Recycled Asphalt
Score 30
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Sharing resources with Wabir Simon & Son
Relocate conflict prior to construction
Cored existing Road - very good
Score 21
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

George Sawanya Jim Heber
Alan Ambler
Carlos Gaviria & Wekim
Score 10
(0-15)

Similar Project Experience: (15)

Multiple projects w/ SR 408 / OOCEA / FAUT /
Score 14
(0-15)

Team Experience: (10)

Rhonda Griffiths
George 15 years
Carlos
Score 10
(0-10)

Ranking _____

Total Score (0-100) 85

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: Keith & Schnars, Inc.
QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

VERY GOOD UNDERSTANDING OF PLANS +
CONSTRUCTION

Score 32
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

PRE BID Plan Review

Score 22
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

VERY GOOD

Score 12
(0-15)

Similar Project Experience: (15)

DONE A LOT OF WORK FOR COUNTY

Score 13
(0-15)

Team Experience: (10)

VERY GOOD

Score 9
(0-10)

Ranking _____

Total Score (0-100) 88

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: DMJM Harris
QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
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 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

VERY DETAIL REVIEW OF PLANS,

Score 30
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Identified major issues with plans. Two notes

Score 20
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Big Firm

Score 10
(0-15)

Similar Project Experience: (15)

NOT TOO SIMILAR

Score 10
(0-15)

Team Experience: (10)

Score 8
(0-10)

Ranking _____

Total Score (0-100) 78

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: PB Americas, Inc.
QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

VERY GOOD, DETAIL SOLUTIONS

Score 26
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Wedge Design, ARMED LAYER

Score 20
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Good TEAM

Score 11
(0-15)

Similar Project Experience: (15)

Score 12
(0-15)

Team Experience: (10)

VERY GOOD

Score 8
(0-10)

Ranking _____

Total Score (0-100) 77

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: PBS&J
QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

Good review of plans, good suggestions

Score 26
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

utility coordination,

Score 15
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

VERY GOOD

Score 13
(0-15)

Similar Project Experience: (15)

VERY GOOD

Score 13
(0-15)

Team Experience: (10)

Score 9
(0-10)

Ranking _____

Total Score (0-100) 76

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: GAI Consultants
QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

Scheduling of Contractor's Work. INFO VIA WEB
VMS, ARMS

Score 27
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

ARMS LAYER, MILL RESURFACING

Score 20
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

GOOD

Score 10
(0-15)

Similar Project Experience: (15)

GOOD

Score 10
(0-15)

Team Experience: (10)

GOOD/VERY GOOD

Score 8
(0-10)

Ranking _____

Total Score (0-100) 75

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: Bermello Ajamil & Partners, Inc.
QUALIFICATION COMMITTEE MEMBER: Antoine Khoury

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

Utility Engineer, Challenges Identified, Transition

Score 25
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

NOT TOO MUCH TIME BACK MAY BE
NO GOOD DETOURS

Score 15
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

OK, Good, Very Good

Score 12
(0-15)

Similar Project Experience: (15)

NOT TOO DETAILED

Score 10
(0-15)

Team Experience: (10)

Utility Engineer

Score 8
(0-10)

Ranking _____

Total Score (0-100) 70

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: Keith & Schnars, Inc.
QUALIFICATION COMMITTEE MEMBER: Steve Douglas

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

92

Project Challenges / Understanding: (35) 9-4 time period tight.

MoT
PR
Issues
Const
 { MoT issues & express challenges / School Bus issues accommodations.
 3 paragraphs. Issues will need proper response.
 PR Info provided to reduce complaints. O.Sed/Landscaping/grading
 travel time.
 making of sidewalks/pavement / testing / curbs / Edge treatment
 drop offs between trees, Jersey. Trees, low area w/ no sidewalk.
 Const. steps construction / water services.
Score 32 (0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

Extensive
Plan
Review
Pass.
Solar
 { Rebar not same length (length). Plan review prior to bid. Ex
 low spot w/ no sidewalk. Rebar crosses at gravity well, line may be at
 Rest avoidance. Visit site for extensive review.
 constant during dry season / ABC base at intersections / three trees
 ready road away from trees. Injuring trees may kill them.
Score 20 (0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Two palms
 { Previous history of managing several small projects simultaneously for one client
 Sonoma Co.

Score 15 (0-15)

Similar Project Experience: (15)

Const. over 12 projects under San Co. Const. contracts
 very strong project experience.

good MoT / TRAFFIC CONTROL / resolution.
Score 15 (0-15)

Team Experience: (10)

Strong team great availability of superintendent / Senior
 inspector
 listed team experience. Great people skills.

Score 10 (0-10)

Ranking _____

Total Score (0-100) _____

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: DMJM Harris
QUALIFICATION COMMITTEE MEMBER: Steve Douglas

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

37

Project Challenges / Understanding: (35)

- MOI - difficult to guarantee. Provided several items that need to be adjusted/modified in any way. E.g. slowway replacement. Provide world class. Turn out even in plan cost. Tree Removal / Power Lines / back sw. System control slopes. MOI one lane entire project. See root detail challenges. Deton material (problem w/ houses) flow of. Res area.

Score 30
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

VMS change from 2 up to direction of prog. See. MSB entire project / Core quantity. Not from road. Book building. Consider steps for missing.

Score 17
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

30+ projects - volume. Can work on several small projects on short notice / project tracking scheduling. Has to keep core group in line. 15 inspectors this area alone. (RES/PA)

Score 15
(0-15)

Similar Project Experience: (15)

FDOT Districts 1-6. Limited amount.

Score 15
(0-15)

Team Experience: (10)

Provided history. One TB yr. CEI Experience.

Score 10
(0-10)

Ranking _____

Total Score (0-100) _____

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: GAI Consultants
QUALIFICATION COMMITTEE MEMBER: Steve Douglas

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

***Describe strengths, weaknesses and deficiencies to support your assessment.**

84

Project Challenges / Understanding: (35)

Most one way traffic open traffic at end of day. Provide area notes
 Half course area necessary possible detour area. Subarea control.
 Needs more curb / Return up left / Remove
 Recycle Asphalt Dress: Low areas challenges, weather
 Potential not a good detour.

Score 27
(0-35)

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

APME Asphalt Paving Membrane alternative - overhauled machinery save trees
 MSP estimating laboring Cost Savings

Score 22
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

Senior project Eng. Lynn Balsa PE & Jane Smith P.E.
 Provided by charter. Can manage several projects at
 one time
 Senior Inspector / Inspector rate where needed
 on small project

Score 15
(0-15)

Similar Project Experience: (15)

(45 paving, 10721 curbs and dells)
 Manager of Concrete Services Center C&I ORLANDO FLORIDA
 EXP. Authority Federal District Asphalt plant map when needed.

Score 15
(0-15)

Team Experience: (10)

C&I Exp Drawing Co Strong org chart

Score 10
(0-10)

Ranking _____

Total Score (0-100) _____

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: Bermello Ajamil & Partners, Inc.
QUALIFICATION COMMITTEE MEMBER: Steve Douglas

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - Excellent, Very Good, Solid in all respects.
 - Good, No major weaknesses, Fully Acceptable as is
 - Marginal, Weak, Workable but needs clarifications
 - Unacceptable, Needs major help to be acceptable
- *Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35)

*Existing Dams ingress system, Ashworth trap has inlet/return
 irrigation, structure, conflict w/ Ditch. pool after rain H₂O
 ponding in front of treatment plant. Deep cut trench post
 erosion control, M&R. 11ft lane width in golf course area
 tree roots.*

Score 25
(0-35)

30

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)

*Most (Dams) Challenge: Dams ingress system flow of.
 Ashworth trap may work during off peak season
 provide cones of roadway ~ 2 1/2 to 3" asphalt tree area.
 weather / recycle asphalt 3" line hole we may not need?
 control strip.*

Score 15
(0-25)

Availability of the Team to Manage Several Projects at the Same Time: (15)

*Unrelated cases for a Damnable County
 One will be on hand person on site.*

Score 15
(0-15)

Similar Project Experience: (15)

*Provided several similar projects.
 Earth work / asphalt, Ditch shaft cuts.*

Score 15
(0-15)

Team Experience: (10)

Provided team on Dams Damages 15+ years

Score 10
(0-10)

Ranking _____

Total Score (0-100) _____

PS-2249-07/BHJ – Presentations for Continuous Construction Engineering and Inspection Services Agreement for Construction Projects Less than \$1 Million

SUBMITTAL COMPANY NAME: PBS&J
QUALIFICATION COMMITTEE MEMBER: Steve Douglas

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

79

***Describe strengths, weaknesses and deficiencies to support your assessment.**

Project Challenges / Understanding: (35) *Under main large trees / shade on curb. 14 ft arched blade light area. No cut / NPDES / water pond area. SRWMD permit. Res. business. Clean project. BA contact news letter. Contact John May City Supervisor and driveway imp by due to up haul STATE 2052. Reducible alignment - grade on the area. Trees and temp construction cut / tree root cover. Score 21*

MST maintain 16' width per CEG where possible. Detour John on Rantour (0-35) local traffic only (hoops) build up road to save roots

Innovative Ideas on Approach/Changes to Improve Project Delivery & Reduce Costs: (25)
Drainage: CMP pipe removal. Site. pilots. Base construction = 95% comp and regal temp surface. Misc mat all at once prime coat. PABS Emission a great benefit. 2000 lb length of canal for Base (remove two steps) Score 18
cost 1.6 mil at this time (combine) (0-25)

mix bag - CMP FALTS

Availability of the Team to Manage Several Projects at the Same Time: (15)
Staff project based of project needs. Staff available. Score 15
(0-15)

Similar Project Experience: (15)
Currently working on San Jo projects by paving / airport Blvd - CR 4th / CA 110th. Also CA Orange Strand S.F. County wide Park maintenance. FDOT DIST II. ESCOLA Co. / ORANGE Co. Score 15
(0-15)

Team Experience: (10)
45 yrs exp in CET between First Reading road 90 and above. Led several qualifications. E.g. Rance P. / Thompson / Mike Baker. provided eye chart. Score 10
(0-10)

Ranking _____ **Total Score (0-100)** _____

EVALUATION RANKINGS

PS-2249-07/BHJ - Continious CE&I Services Agreement for Construction Projects less than \$1 Million

Page 1 of 2

DATE 9/26/2007 TIME 9:30 AM EST

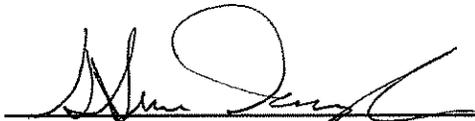
	Steve Douglas	Bill Glennon	Gary Johnson	Antoine Khoury	Jerry McCollum	Total	Ranking
Barnes Ferland and Associates, Inc.	19	20	23	22	20	104	
Bermello Ajamil & Partners, Inc.	6	5	10	7	4	32	
Calvin Giordano & Associates, Inc.	17	14	21	21	19	92	
Civil Consulting & Construction, LLC	18	15	9	11	16	69	
Consul-Tech Construction Mgmt.	7	19	11	16	15	68	
CPH Engineers, Inc.	21	22	15	18	17	93	
Dick Corporation	12	21	5	19	11	68	
DMJM Harris	3	6	3	12	1	25	
DRMP, Inc.	16	10	16	6	10	58	
Eisman & Russo, Inc.	13	8	6	5	8	40	
F.R. Aleman & Associates, Inc.	8	13	18	13	21	73	
GAI Consultants, Inc.	2	1	4	3	5	15	
GCI, Inc.	22	23	17	15	22	99	
HNTB Corporation	11	12	2	8	6	39	
Keith & Schnars, Inc.	4	2	1	1	2	10	
Mehta & Associates, Inc.	14	11	13	9	12	59	
Miller Legg	9	6	12	14	14	55	
PB Americas, Inc.	1	3	8	10	3	25	
PBS & J	5	4	7	2	7	25	
Reynolds, Smith, Hills CS, Inc.	10	16	14	4	9	53	
SAI Consulting Engineers, Inc.	24	18	22	20	23	107	
TEK Science and Engineering	20	24	24	23	24	115	
Volkert Construction Services, Inc.	23	17	20	17	18	95	
Wilbur Smith Associates, Inc.	15	9	19	24	13	80	

EVALUATION RANKINGS

PS-2249-07/BHJ - Continious CE&I Services Agreement for Construction Projects less than \$1 Million

The Evaluation Committee agrees to shortlist the following Firms:

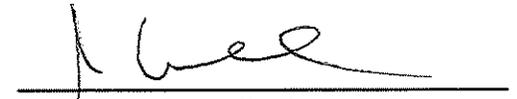
1. Keith & Schnars, Inc.
2. GAI Consultants, Inc.
3. DMJM Harris
4. PB Americas, Inc.
- 5 PBS & J
6. Bermello Ajamil & Partners, Inc.



Steve Douglas



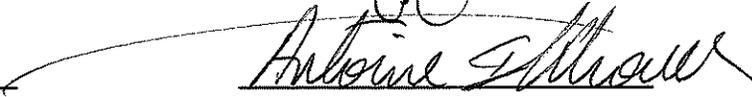
Gary Johnson



Jerry McCollum



Bill Glennon



Antoine Khoury

EXHIBIT A

CE&I SCOPE OF SERVICES

For

Construction engineering and Inspection Master Agreement for Construction projects
cost of \$1,000,000 or less.

GENERAL

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contract in the manner so as to determine that the project is constructed in reasonable conformity with the plans, specifications and contract provisions.

PRE-CONSTRUCTION ACTIVITIES

It is the intent of the county to have the CONSULTANT perform activities prior to the start of construction. The activities will be but not limited to: Constructibility Review, Utility Coordination, Public Involvement with the stake holders and Bid review.

SURVEY CONTROL

The CONSULTANT shall (1) make and record such measurements as are necessary to calculate and document quantities for items; and (2) perform incidental engineering surveys as may be necessary to carry out the services covered by the Agreement.

TESTING

The CONSULTANT, or approved subconsultant, shall perform sampling and testing of component materials and completed work items to the extent that will determine that the materials and workmanship incorporated into the project are in reasonable conformity with the plans, specifications and contract provisions.

Sampling, testing and laboratory methods shall be accomplished by the CONSULTANT as required by the Florida Department of Transportation Standard Specification or as modified by the contract provisions.

CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT shall perform management engineering services necessary:

(1) to assure that proper coordination of the activities of all parties involved will accomplish a complete project; (2) to maintain organized, complete, accurate records of all activities and events relating to the project; (3) to provide interpretations of the plans, specifications and contract provisions of a minor nature (Any other major interpretations that affect the integrity of the construction plans, specifications, and contract revisions, shall first be directed to the Design Consultant for their interpretations and recommendations); (4) to make recommendations to the COUNTY to resolve disputes which arise in relation to the construction contract; and (5) to maintain an adequate level of surveillance of the Contractor's activities. The CONSULTANT shall also perform any other construction engineering services normally or customarily assigned to a Resident Engineer that are required to fulfill its responsibilities under this Agreement. Construction engineering services for this project shall include, but are not necessarily limited to, the following:

The CONSULTANT shall provide a resident project engineer and the requisite inspection staff to observe the Contractor's on-site construction operations as required or necessary to determine that quality of workmanship and materials is such that the project will be completed in reasonable conformity with the plans, specifications, and other contract provisions. The project site staff to be under the direction of a registered professional engineer (Resident Engineer).

Prior to the start of construction, the CONSULTANT shall assist the COUNTY in review of the bids received for construction of the project. The review shall consist of an overview of the bid prices received and the qualifications of the apparent, qualified low bidder.

The CONSULTANT shall maintain records of all significant activities and events relating to the project and estimates of all work completed by the Contractor. The CONSULTANT shall immediately report to the COUNTY apparent significant changes in quantity, time or cost as they are noted.

The CONSULTANT shall maintain a Project Control Schedule for the work. The CONSULTANT shall, on a regular basis, report the status to the COUNTY on all major items of work requested of the Construction Contractor reflected on the Project Control Schedule.

The CONSULTANT shall review the Construction Contractor's schedule in detail and submit a report to the COUNTY as well as meet with and discuss with the Construction Contractor during the schedule review and approval process, and any updates thereto. Any subsequent Construction Contractor requests for major activity or construction contract time extensions shall be reviewed by and commented on by the CONSULTANT. Project Control Schedule runs to review the results of Contractor requests and/or CONSULTANT recommended alternatives shall be performed by the CONSULTANT, as required.

The CONSULTANT shall maintain a log of materials entering into the work and utilized in the work with proper indication of the basis of acceptance of each shipment of material.

The CONSULTANT shall maintain records of all sampling and testing accomplished under this Agreement and analyze such records required to ascertain acceptability of material and completed work items.

The CONSULTANT shall meet with the Construction Contractor on no less than a weekly basis (depending upon actual level of activity and/or progress) for project coordination and problem resolution.

The CONSULTANT shall record minutes of each meeting and forward a copy to the Contractor and to the COUNTY with the engineer's summary weekly report. Included in the report shall be noted activities accomplished, production achieved and shall list and describe those scheduled activities which were not accomplished, and what activities/events were planned for the next week. The CONSULTANT shall list separately any quality control problems or impediments to the work that would normally be noted in the engineer's weekly summary report.

Once each month, the CONSULTANT shall prepare a tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress Estimate. The CONSULTANT shall submit the completed tabulation to the COUNTY.

Shop drawings and other submittals will be reviewed and approved by the CONSULTANT for conformance to the intent of the design concept of the project plans and specifications. Shop drawings/sample submittals and approvals shall be tracked by the CONSULTANT. Tracking shall include, but not be limited to, maintaining cognizance of the status of each submittal as it progresses through the review and approval process and procedures. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly.

The CONSULTANT shall provide to the Contractor, interpretations of the plans, specifications and contract provisions. The CONSULTANT shall consult with the COUNTY when interpretation involves complex or otherwise significant issues or may have an impact on the cost of performing the Work. When warranted by the COUNTY, the COUNTY shall request an interpretation from the Design Consultant prior to any major changes of the plans specifications and contract revisions being clarified to the Contractor by the CEI Consultant. The COUNTY shall coordinate all requests for involvement of the Design Consultant.

The CONSULTANT shall analyze any and all problems that arise on the project and proposals submitted by the Contractor and shall prepare and submit a recommendation to the COUNTY.

The CONSULTANT shall analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly within the scope of the original contract. The CONSULTANT shall recommend such changes to the COUNTY for approval/disapproval.

When it is determined that a modification to the original contract for the project is required due to necessary change in the character of the Work, the CONSULTANT shall negotiate prices with the Contractor and prepare and submit for approval/disapproval by the COUNTY a Supplemental Agreement or change order.

In the event that the Contractor for a project submits a claim for additional compensation, the CONSULTANT shall analyze the submittal and prepare a recommendation to the COUNTY covering and analyzing the validity and reasonableness of the charges and shall conduct negotiations leading to a recommendation for settlement of the claim.

In the event that the Contractor submits a request for extension of the allowable contract time, the CONSULTANT shall analyze the request and prepare a recommendation to the COUNTY covering the accuracy of statement and the actual effect of the delay on the completion of the controlling work items and the costs to the COUNTY.

The CONSULTANT shall prepare and submit to the COUNTY for further processing a final estimate and two (2) sets of record plans for the construction contract.

The CONSULTANT shall monitor the construction contract to the extent necessary to observe construction activities in order to verify general compliance with the requirements of permits. The COUNTY will provide the CONSULTANT with a copy of each permit within the project limits.

Upon identification of a prospective changed condition or construction contract change, the extent of change shall be analyzed by the CONSULTANT and in order of magnitude estimate of cost and time of change, if any, will be prepared by the CONSULTANT.

The CONSULTANT shall negotiate all changes with the Contractor using the CONSULTANT - prepared estimate as a basis. The CONSULTANT shall submit the results to the COUNTY within two (2) weeks of start of negotiations or report the major differences to the COUNTY, if agreement is not reached. The CONSULTANT shall prepare supplement and change order documents and track the status of each one until executed.

PERSONNEL

The CONSULTANT shall provide an agreed upon number of qualified personnel to effectively carry out its responsibilities under this Agreement. The CONSULTANT shall utilize only competent personnel who are qualified by experience and education.

STAFFING

The CONSULTANT shall maintain an appropriate staff after completion of construction to complete the final Estimate and Record Plans. No personnel other than those

designated herewith, shall be assigned to the project by the CONSULTANT unless authorized by the COUNTY.

Construction engineering and inspection forces shall be required to be retained by or under contract to the CONSULTANT at all times while the Contractor is working on the construction contract. If the construction contract is suspended, the CONSULTANTS forces shall be adjusted, to correspond with the type of suspension; provided, however, that no member of the CONSULTANT'S forces shall be deemed to be a COUNTY employee.

PHOTOGRAPHS

The CONSULTANT shall take and submit two (2) prints of each progress photograph taken each month. Views and timing of photographs shall be to show maximum progress. Photographs shall be clean, sharp and clearly show details. Photographs shall be submitted in sets with each photograph numbered in sequence beginning with the numeral one (1). Photographs shall be enclosed in a clear plastic protector punched to fit a standard 8 1/2-inch by 11-inch three-ring binder.

OTHER SERVICES

The CONSULTANT shall upon written authorization by the COUNTY, perform any additional services not otherwise identified in this Agreement as may be required by the COUNTY in connection with the project. The following items are not included as part of this Agreement, but may be required of the CONSULTANT by the COUNTY to supplement the CONSULTANT'S services under this Agreement:

- (1) The CONSULTANT shall, upon review, approval and written authorization by the COUNTY, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.
- (2) The CONSULTANT shall, upon written request by the COUNTY, assist the COUNTY in preparing for arbitration hearings, or litigation that occurs during the CONSULTANT'S contract time in connection with the project covered by the Agreement.
- (3) The CONSULTANT shall, upon written request by the COUNTY, provide qualified engineers and/or engineering witnesses, provide exhibits and otherwise assist the COUNTY in any litigation or hearings in connection with the construction contract(s).

- (4) The CONSULTANT shall, upon written request by the COUNTY, provide overall program project control schedules for the purposes of assisting the COUNTY in overall planning and scheduling of construction projects.
- (5) The CONSULTANT shall, upon written request by the COUNTY, provide project cost and cash flow analysis services to assist the COUNTY with overall program financial management of the COUNTY'S proposed road construction/improvement program.
- (6) The COUNTY agrees to compensate the CONSULTANT for authorized additional services not included in this Agreement as a supplement to the basic fee for CE&I services. The amount of such fee and the specific scope of services will be negotiated prior to the CONSULTANT providing such additional services.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-2404-07/BHJ - Final Design Services for CR 426 Safety Improvements - Division Street to SR 46.

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Bill Johnson

EXT: 7128

MOTION/RECOMMENDATION:

Approve ranking list and authorize staff to negotiate rates for PS-2404-07/BHJ - Final Design Services for SR 426 Safety Improvements - Division Street to SR 46 with Earth Tech Consulting, Inc. of Orlando, Florida (\$700,000.00 estimated usage amount over the term of the Agreement).

County-wide

Ray Hooper

BACKGROUND:

PS-2404-07/BHJ will provide professional services for final & post design services for the construction of an 8 foot shoulder (5 foot paved) along both sides of CR 426 (Division Street to SR 46) as needed and 1 foot pavement widening on both sides as necessary within project limits. These improvements may include but are not limited to drainage, safety, utilities, driveway connections, unsignalized pedestrian crossings of intersecting roadways, and ADA access along the proposed corridor under a LAP Agreement with FDOT. The project was publicly advertised and the County received eighteen (18) submittals (listed alphabetically):

Bentley Architects + Engineers, Inc.
Bermello Ajamil & Partners, Inc.
Calvin, Giordano & Associates, Inc.
Carnahan, Proctor, & Cross, Inc.
Consul-tech Transportation, Inc.
CPH Engineers, Inc
EAC Consulting, Inc.
Earth Tech Consulting, Inc.
Eisman & Russo, Inc.
GAI Consultants, Inc.
HDR Engineering, Inc.
Horizon Engineering Group
Infrastructure Engineers, Inc.
Johnson, Mirmiran & Thompson
Lochrane Engineering, Inc.
Moffatt & Nichol
Vanasse Hangen Brustlin, Inc.
WBQ Design & Engineering, Inc.

The Evaluation Committee, which consisted of Brett Blackadar, Principal Engineer, Public Works; Gary Johnson, Director, Public Works; Jerry McCollum, County Engineer, Public Works; and Shad Smith, Principal Engineer, Public Works, evaluated the submittals and agreed to shortlist three (3) firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

- Project Approach
- Qualifications of the Proposed Team/Similar Work Experience
- Innovation/Cost Saving Ideas

The attached backup documentation includes the Bid Tabulation, the Presentation Summary & Scoring Sheets, the Evaluation Summary Sheet and the Project Scope. The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. Earth Tech Consulting, Inc.
2. Horizon Engineering Group
3. Moffatt & Nichol

STAFF RECOMMENDATION:

Staff recommends that the Board approve ranking list and authorize staff to negotiate rates for PS-2404-07/BHJ - Final Design Services for SR 426 Safety Improvements - Division Street to SR 46 with Earth Tech Consulting, Inc. of Orlando, Florida (\$700,000.00 estimated usage amount over the term of the Agreement).

ATTACHMENTS:

1. Professional Services - PS-2404-07/BHJ - Backup

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

PS NUMBER: PS-2404-07/BHJ

PS TITLE : Final Design Services for CR 426 Safety Improvements
- Shoulder Construction (Division Street to SR 46)

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

DATE: September 12, 2007 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-	RESPONSE -5-
Bentley Architects + Engineers, Inc. 665 West Warren Ave. Longwood, FL 32750	Bermello Ajamil & Partners, Inc. 315 E Robinson St. STE 570 Orlando, FL 32801	Calvin, Giordano & Associates, Inc. 390 N. Orange Ave. STE 2600 Orlando, FL 32801	Carnahan, Proctor, & Cross, Inc. 1035 S. Semoran Blvd. STE 1027 Winter Park, FL 32792	Consul-tech Transportation, Inc. 2828 Edgewater Dr. Orlando, FL 32804
Molly A. DeVivero, P.E. (407) 331-1616 – Phone (407) 331-4566 – Fax	Michael Heron, P.E. (407) 210-6620 – Phone (407) 650-0455 – Fax	Mindy Carlisle, P.E. (407) 423-0523 – Phone (407) 926-7761 – Fax	Greg Procter, Pres. (407) 478-3620 – Phone (407) 673-6600 – Fax	Phillip Hursh, P.E. (407) 649-8334 – Phone (407) 649-8190 – Fax
RESPONSE -6-	RESPONSE -7-	RESPONSE -8-	RESPONSE -9-	RESPONSE -10-
CPH Engineers, Inc 500 W Fulton St Sanford, FL 32771	EAC Consulting, Inc. 315 E. Robinson St., #580 Orlando, FL 32801	Earth Tech Consulting, Inc. 30 S. Keller Rd. STE 500 Orlando, FL 32810	Eisman & Russo, Inc. 3361 Rouse Road STE 125 Orlando, FL 32817	GAI Consultants, Inc. 618 East South St. Orlando, FL 32801
David A. Gierach, P.E., Pres. (407) 322-6841 – Phone (407) 330-0639 – Fax	Enrique A. Crooks, P.E. (407) 420-4756 – Phone (407) 420-4756 – Fax	David W. Gordon, P.E. (407) 660-1719 – Phone (407) 660-0250 – Fax	Antonio J. Mahfoud, P.E. (407) 382-7774 – Phone (407) 382-7723 – Fax	Richard A. Cima, P.E. (407) 423-8398 – Phone (407) 843-1070 – Fax

RESPONSE -11-	RESPONSE -12-	RESPONSE -13-	RESPONSE -14-	RESPONSE -15-
HDR Engineering, Inc. 315 E. Robinson St. STE 400 Orlando, FL 32801 Steven A. Keyes, P.E. (407) 420-4200 – Phone (407) 420-4242 – Fax	Horizon Engineering Group 2500 Maitland Center Parkway STE 300 Maitland, FL 32751 Scott P. Seck (407) 644-7755 – Phone (407) 644-7855 – Fax	Infrastructure Engineers, Inc. 2121 Old Hickory Tree Rd. St. Cloud, FL 34772 Greg Peschong, P.E. (407) 957-1660 – Phone (407) 957-8744 – Fax	Johnson, Mirmiran & Thompson 615 Crescent Executive Court STE 106 Lake Mary, FL 32746 Jon Miller (407) 833-9898 – Phone (407) 833-9899 – Fax	Lochrane Engineering, Inc. 201 South Bumby Ave. Orlando, FL 32803 Donald P. Graham, P.E. (407) 896-3317 – Phone (407) 896-9167 – Fax
RESPONSE -16-	RESPONSE -17-	RESPONSE -18-		
Moffatt & Nichol 1025 Greenwood Blvd, STE 371 Lake Mary, FL 32746 Jeffrey A. Messenger, P.E. (407) 562-2030 – Phone (407) 562-2031 – Fax	Vanasse Hangen Brustlin, Inc. 225 E. Robinson St. STE 300 Orlando, FL 32801 Mark Bertoncini, P.E. (407) 839-4006 – Phone (407) 839-4008 – Fax	WBQ Design & Engineering, Inc. 201 N. Magnolia Ave. Orlando, FL 32801 Jennifer R. Quigley (407) 839-4300 – Phone (407) 839-1621 – Fax		

Tabulated by B. Johnson - Posted September 17, 2007 (2:00 PM EST)

Short-listing Evaluation Committee Meeting: **Revised** Thursday, October 18, 2007 at 3:00 PM EST – Reflections Plaza, Lake Jessup Conference Room, 520 W. Lake Mary Blvd, Sanford, FL 32773

Short-listed Firms: *(Updated by B. Johnson October 19, 2007 at 9:15 AM EST)*

Earth Tech Consulting, Inc.
Horizon Engineering Group
& Moffat & Nichol

Presentations: Wednesday, November 14, 2007 at 1:30 PM EST – Reflections Plaza, Lake Jessup Conference Room, 520 W. Lake Mary Blvd, Sanford, FL 32773.

Earth Tech Consulting, Inc.	1:30 – 2:10 PM
Horizon Engineering Group	2:15 – 2:55 PM
Moffatt & Nichol	3:00 – 3:40 PM

Ranking and Authorization for Negotiation: *(Board Date: Tuesday, December 11, 2007)*
(Updated by B. Johnson 11/16/2007 8:30 AM EST)

1. Earth Tech Consulting, Inc.
2. Horizon Engineering Group
3. Moffatt & Nichol

Recommendation: TBD

PRESENTATION RANKINGS

11/14/2007

1:30 PM EST

PS-2404-07/BHJ - Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

	B. Blackadar	G. Johnson	J. McCollum	S. Smith	TOTAL POINTS	RANKING
Earth Tech Consulting, Inc.	1	1	1	2	5	1
Horizon Engineering Group	2	2	2	1	7	2
Moffatt & Nichol	3	3	3	3	12	3

The Evaluation Committee agrees to the following ranking:

- 1 Earth Tech Consulting, Inc.
- 2 Horizon Engineering Group
- 3 Moffatt & Nichol



Brett Blackadar



Jerry McCollum



Gary Johnson



Shad Smith

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Earth Tech Consulting, Inc.

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: (60) 16 mos. schedule QAVAC program
 Safety issues - No passing zone study
 Bike riders use - Have several parks along roadway
 School bus stop issues - Why need 29' when you have 22'. Can use 6' shoulders and black base.
 Reduce earthwork - 2 Row areas of access, Audible edge lines. Intersect. design - Drainage - w. 10' l.f.
 Right of way details. Endments at 4' f. Use maintenance maps. Est 4.1 M. Ut. l.f. 1.5
 ET estimate 2.7M Very detailed Very good (+) Score 49.2 (0-60)

Cost Savings

82

Qualifications of Proposed Team/Similar Work Experience: (20)
 Good experience staff and experience, HAP experience and right of way (FOUR former staff)
 Good (++) Score 15.6 (0-20)

78

Innovation/Cost Savings Ideas: (20)
 Typical Section 11' lanes / black base / audible edge. Innov. intersection, Fencing / mulch
 Row savings
 Very good / detailed Score 16.0 (0-20)

80

Ranking 1 Total Score (0-100) 80.80

Row
 Q 42/43 - w/out claim Row prescription

PS-2404-07/BHJ - Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Horizon Consulting Group

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: (60)

QA/QC program
 Reduce plan format (\$). Good on history of projects
 Design criteria (use PPM) Speed study (57 mph)
 All lanes - S. drive will use 4' shoulder. Use 6' shld. most
 areas - maybe not mill. Harv. curve issues, 4
 areas of ROW acco. Shift rdwy in some area
 to save ROW. Side slope issues. Missing soil SW
 to Shore Kelly. No Pestling Study. MAT
 Rumble strip (b. Ker). Drainage/Wetland issue.
 utilities / Public Involvement. 12 mos. schedule
 Horizon est. \$0 M Very good Score 48.0
 (0-60)

80

Qualifications of Proposed Team/Similar Work Experience: (20)

Very experienced staff and
 similar work especially in mill/resurfacing
 Also LAP experience
 Barfield for ROW
 Good (++) Score 15.6
 (0-20)

78

Innovation/Cost Savings Ideas: (20)

Minimize mill/resurfacing. Use black base.
 Shift ROW in order to save money.
 Guard rail (Min. wetland)
 Detailed Good (++) Score 15.6
 (0-20)

78

Ranking 2

Total Score (0-100) 79.2

Q Row - maint. map
 will consider as option

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Moffatt & Nichol

QUALIFICATION COMMITTEE MEMBER: Jerry McCollum

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: (60)

QA/QC program

LAP criteria - Use PPM-3R criteria.
 No R, L, or W. Postpone after FDOT work done. 12 hrs. design. Widen to one side only to get 12' pavement. Maybe minimal milling. Drainage Util. L. Several intersections dismissed. Mail box issue. Did discuss wild-life issue. No b. Kog discussion. Est. 4,25M. Do Passing Zone study. Available markings. Good(++)

78

Score 46.8
(0-60)

Qualifications of Proposed Team/Similar Work Experience: (20)

Several LAP projects. Did original study for project. Done similar projects. CR 448 project (Chick's). Good exp. staff and experience.

78

Good(++)

Score 15.6
(0-20)

Innovation/Cost Savings Ideas: (20)

Lane widening (Must 12') - widen 1 side only. Safety improvement. Survey. No ROW? Q How do this (Ans. exceptions)

78

Good(++)

Score 15.6
(0-20)

Ranking 3

Total Score (0-100) 78.0

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Earth Tech Consulting, Inc.

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: (60)

Very good discussion. Very good school bus discussion. Excellent typical section analysis. Good intersection turn lane analysis. Very good utility analysis. Good drainage overview. Ed has already met with the agency where we need ROW. Very good ROW discussion. Very good mail delivery discussion. Very good cost analysis. Had very good pavement discussions. Excellent project schedule. Excellent answers to questions.

Score 55
(0-60)

Qualifications of Proposed Team/Similar Work Experience: (20)

Proposed team is experienced & qualified. They have both County & DOT experience. Ed Bokeld is former DOT ROW agent. LAP experience.

Score 19
(0-20)

Innovation/Cost Savings Ideas: (20)

Propose a re-passing zone analysis. Propose maintaining 11' lanes, 6' shoulders & black base, but earthwork in half. Install available striping. Do maintenance work to expand ROW. Excavate out areas from survey. Several other items. OK start do constructability review.

Score 18
(0-20)

Ranking _____

Total Score (0-100) 92

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Horizon Consulting Group

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: _____ (60)

Very good overview of history of projects in corridor. Did a special study to justify 55 mph design speed. Very good design technical analysis. Very good intersection analysis. Good horizontal clearance analysis. Proper subgrade connection to Stone Lake park. Return road to passing state & special study. Very detailed drainage discussion. Very thorough culvert discussion. Very good environmental permitting discussion. Did not propose detailed typical sections. Score 50
(0-60)

Qualifications of Proposed Team/Similar Work Experience: _____ (20)

Experienced + qualified team. They have County + FDOT experience. Ed Bartfield is on the team - but he did not present. Score 18
(0-20)

Innovation/Cost Savings Ideas: _____ (20)

Propose reduced set of plans. Proper 8' shoulders + steeper slopes using Ch. 25 P.M. Propose to maintain 11' ft laneway for new pavement, mill 0.5" or not at all. No cross slope connection by making it equal at rebuild. Acquire RWR on only one side. Proper rumble strips in pavement markings. Proper BSA per review. Multiple pavement design options for contractor. Proper 2' paved in tight area. Score 19
(0-20)

Ranking _____

Total Score (0-100) _____

88

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Moffatt & Nichol

QUALIFICATION COMMITTEE MEMBER: Brett Blackadar

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: (60)

Some most regular street has 12' lanes Very good pavement analysis. Very good analysis of typical section near Reed Ave. Very good road utility discussion. Very good utility analysis. Proper passing zone study. Very good flooding discussion. Very good permit plan analysis. Very good environmental discussion. Very good historical structure research. Proper 12' width design. Schedule?

Score 50
(0-60)

Qualifications of Proposed Team/Similar Work Experience: (20)

Team is not as experienced or diversified as other proposed teams. Team does have a lot of similar experience. They are doing a similar project for Lake County.

Score 17
(0-20)

Innovation/Cost Savings Ideas: (20)

No improvements needed for curve. Proper no PWS acquisition. Widen to 12' lanes but within on only one side of road. Don't do minimum pavement design. Proper available pavement marking. 45th savings for Survey. Proper clear zone variations so we can build the project sooner.

Score 18
(0-20)

Ranking _____

Total Score (0-100) 87

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Earth Tech Consulting, Inc.

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: _____ (60)

*Excellent funding analysis - Fed req's
Traffic study good - no pass zones featured, multiple school bus stops
Innovative approach - 11' lanes, 6' shldr on black base
Intersections - Geneva & Snow Hill Rd
Drainage analysis good - permitting included, recognized pre-existing cond.
"Expand R/W envelope" - use maintenance maps, easements for harmonizing
LAP experience 16 month schedule*

Score 55
(0-60)

Qualifications of Proposed Team/Similar Work Experience: _____ (20)

*HNTB background
LAP experience*

Score 20
(0-20)

Innovation/Cost Savings Ideas: _____ (20)

*Typical section - design issues
Right-of-way - earthwork
QA/QC*

Score 18
(0-20)

Ranking 1

Total Score (0-100) 93

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Horizon Consulting Group

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: _____ (60)

Extensive Mill & resurface experience - LAP projects, \$3R
Good general mgmt. approach - Use DOT PPM c'tels
Keep 11' lanes, 4' shoulder, 2' paved, mill & resurface black base
Good horiz & vertical alignment analysis, widen west @ N. end
Good clear zone analysis, drainage basin issues, multiple options, avoid mitigation
Utility coordination standard procedure
12 month schedule - No exemption due to wetlands

Score 50
(0-60)

Qualifications of Proposed Team/Similar Work Experience: _____ (20)

Extensive FDOT mill & resurface (\$3R)
Scott S - extensive SC experience

Score 20
(0-20)

Innovation/Cost Savings Ideas: _____ (20)

Multiple options - black base determined by contractor
- reduce reviews

Score 15
(0-20)

Ranking 2

Total Score (0-100) 85

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Moffatt & Nichol

QUALIFICATION COMMITTEE MEMBER: Gary Johnson

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: _____ (60)

"1 yr early, \$2M savings" → Design, no R/W, limits, survey
LAP Manual: Green Book or PPM (FDOT)
Textbook 3R project - no R/W req'd postpone
<15% needs to be widened - good details at each intersection (west end)
mailbox turnoffs, utility pole adjustments
Passing zone study, use guardrail instead of extending culverts
Noticed General Permit - saves R/W + mitigation

Score 45
(0-60)

Qualifications of Proposed Team/Similar Work Experience: _____ (20)

3 current LAP projects
SC exp w/ TET, CR 448 (Lake County)

Score 15
(0-20)

Innovation/Cost Savings Ideas: _____ (20)

Reuse exist. materials
2D aerial survey saves 2 months, \$45K
12 mos. vs. 24 mos.

Score 15
(0-20)

Ranking 3

Total Score (0-100) 75

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Earth Tech Consulting, Inc.

QUALIFICATION COMMITTEE MEMBER: Shad Smith

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: (60)

Excellent approach. Very Good presentation.
16 Month schedule - very realistic
covered safety very well. Excellent cost coverage.
Drainage exemption - Disagree due to wetland
covered. Benefit cost very well
A couple of areas not covered well and not detailed.
Do not recommend milling - actually said can't
do it with safety money.

Score 55
(0-60)

Qualifications of Proposed Team/Similar Work Experience: (20)

Outstanding experienced team.
LAPE experience
Excellent Subs.

Score 19
(0-20)

Innovation/Cost Savings Ideas: (20)

Reduce Design Cost. ROW reduction Excellent
Typical section breakdown. Intersection improvements
Add wildlife fencing.
Maintenance Maps.

Score 20
(0-20)

Ranking _____

Total Score (0-100) 94

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Horizon Consulting Group

QUALIFICATION COMMITTEE MEMBER: Shad Smith

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: _____ (60)

*Excellent coverage of typicals.
Outside slopes varied
Good schedule, Modify limits.
Realized 20' Dedication at North end.
Excellent answer to Questions, Maint Maps
Covered ADA Sidewalks well
mentioned Historic Building
Did not cover RW in detail.*

Score 57
(0-60)

Qualifications of Proposed Team/Similar Work Experience: _____ (20)

*Excellent team w/ exp experience.
Listed similar projects.*

Score 18
(0-20)

Innovation/Cost Savings Ideas: _____ (20)

*11' x 4' shoulder. Multiple Port Designs, 2' urban sidewalks.
Reduce wetland impacts < .5.
Estimate is high.*

Score 20
(0-20)

Ranking _____

Total Score (0-100) 95

PS-2404-07/BHJ – Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

SUBMITTAL COMPANY NAME: Moffatt & Nichol

QUALIFICATION COMMITTEE MEMBER: Shad Smith

EVALUATION CONSIDERATIONS

INSTRUCTIONS: Score each criterion up to the number of points allotted for each. The total number of points for all criterion will equal 100 points based on the following general guidelines:

- Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- Excellent, Very Good, Solid in all respects.
- Good, No major weaknesses, Fully Acceptable as is
- Marginal, Weak, Workable but needs clarifications
- Unacceptable, Needs major help to be acceptable

Please describe any strengths, weaknesses and deficiencies to support your assessment for each of the above stated evaluation criteria.

Project Approach: (60)

Mentioned follow FHWA criteria for ROW.
Explained only small area has 12' lane
*State No ROW Required. Cover control zones well.
found some drainage structures that were missing.
Covered environmental very well. Covered Geotech
PZ Study is needed.
12 Mo schedule. Good presentation NOT excellent
Disagree that D. Mott needs involved.

Score 53
(0-60)

Qualifications of Proposed Team/Similar Work Experience: (20)

GOOD team. No county experience.
Did similar project CR448 in lake Co.
LAP experience.

Score 17
(0-20)

Innovation/Cost Savings Ideas: (20)

Removing 6' Rail at 6th St. Relocate handrail
Did show COST and how much saved.
Reed Ave + Oklahoma St improvements. No ROW required
No ROW

Score 17
(0-20)

Ranking _____

Total Score (0-100) 87

EVALUATION RANKINGS

October 18, 2007 at 3:00 PM EST

PS-2404-07/BHJ - Final Design Services for CR 426 Safety Improvements - Shoulder Construction (Division Street to SR 46)

	B. Blackadar	G. Johnson	J. McCollum	S. Smith	TOTAL POINTS	RANKING
Bentley Architects + Engineers, Inc.	15	13	13	15	56	14
Bermello Ajamil & Partners, Inc.	12	9	12	10	43	10
Calvin, Giordano & Associates, Inc.	17	12	15	17	61	16
Carnahan, Proctor, & Cross, Inc.	18	14	18	18	68	18
Consul-tech Transportation	13	6	8	11	38	9
CPH Engineers, Inc.	16	8	17	16	57	15
EAC Consulting, Inc.	8	4	11	12	35	8
Earth Tech Consulting, Inc.	2	1	3	1	7	1
Eisman & Russo, Inc.	5	3	9	6	23	7
GAI Consultants, Inc.	6	2	5	8	21	4
HDR Engineering, Inc.	7	7	6	2	22	6
Horizon Engineering Group	4	5	4	5	18	2
Infrastructure Engineers, Inc.	11	11	14	7	43	10
Johnson Mirmiran & Thompson	9	16	7	14	46	12
Lochrane Engineering, Inc.	10	17	10	9	46	12
Moffatt & Nichol	3	10	1	4	18	2
Vanasse Hangen & Brustlin, Inc.	1	15	2	3	21	4
WBQ Design & Engineering, Inc.	14	18	16	13	61	16

The Evaluation Committee agrees to short-list the following firms:

**Earth Tech Consulting, Inc.
Horizon Engineering Group
Moffatt & Nichol**


Brett Blackadar


Jerry McCollum


Gary Johnson


Shad Smith

Exhibit A
C.R. 426 Shoulder Improvements
Division Street to SR 46
CIP # 1916-52
FP ID: 419679-1

<p>Scope of Services</p> <p>Preliminary Engineering, Design & Permitting</p>

A. PURPOSE AND INTENT

Seminole County (**COUNTY**) wishes to select a FDOT Prequalified Professional Engineering Firm (**CONSULTANT**) to provide professional engineering design services for this FDOT LAP Project (FPN No. 419679-1-38-01). The design services are in connection with constructing shoulders along both sides of approximately 2.0 miles of County Road 426 from Division Street to SR 46.

The purpose of this document is to inform prospective **CONSULTANTS** that the **COUNTY** intends to design and construct shoulder including 5' paved along both sides of County Road 426 as needed. This document defines the scope of work and the responsibilities of the **CONSULTANT** and it provides a non-exclusive summary of technical requirements and necessary professional services. Our purpose is to achieve a quality design in a timely manner from competent professionals providing construction documents.

B. PROJECT DESCRIPTION

The project is located in Seminole County with a small segment in the city limits of Oviedo. This project consists of addition of 5' paved shoulder and the widening 8-foot shoulders as needed. Additionally, the mainline roadway will be widened to 12' as deemed necessary for increased safety. Lastly, this project includes the mainline milling and resurfacing of the existing pavement. These improvements may include but are not limited to shoulder construction, drainage, pavement striping, utility relocations, driveway connections, right-of-way acquisition, milling and resurfacing, and ADA access along the proposed corridor in areas of existing sidewalk. It is anticipated that some additional right-of-way will be required, as justified.

C. GENERAL PROJECT REQUIREMENTS

1.0 Project Invoicing

When invoicing, the **CONSULTANT** is to submit an invoicing distribution consistent with the primary categories of the Scope of Services. Direct expenses shall be separately listed. Each month's invoice is to indicate the following minimum data:

- Invoice Number
- Contract amount
- Percent (%) complete for each category (to date)
- Previous percent (%) complete for each category
- An overall project percent (%) complete (to date)
- An overall earned amount (to date)
- Total retainage to date
- The previous invoice amount (incl. retainage)
- Amount earned this invoice
- Less retainage (current invoice)
- Amount due this invoice

- County Contract Number & FDOT Contract Number
- Project Identification & Limits.

2.0 Consultant Personnel

The **CONSULTANT**'s work is to be performed by the key personnel at the office location identified in the technical/fee proposal submitted by the **CONSULTANT**. Prior to any changes in the indicated personnel or the **CONSULTANT**'s office-in-charge of the work, as identified in the **CONSULTANT**'s Proposal, these changes will be reviewed and approved by the **COUNTY**.

3.0 Project Related Correspondence

The **CONSULTANT** will furnish copies of all correspondence, telephone memorandums, fax's, maps, exhibits, etc. between the **CONSULTANT** and any party regarding this project. This information is to be forwarded to the **COUNTY**'s Project Manager within one (1) week of the contact with these parties.

The **CONSULTANT** is responsible for recording and distributing the minutes of all meetings, presentations, etc. pertaining to this project. Upon completion of the study, the **CONSULTANT** shall deliver to the **COUNTY**, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

4.0 Professional Endorsement

The **CONSULTANT** will provide the **COUNTY** with a final copy of all design documents with his/her professional endorsement (seal/signature as appropriate) on every sheet of the record print sets, computations, maps, exhibits and any other professional work shown on the endorsed sheets produced by the **CONSULTANT**. The original set of plans shall have the title block placed on each sheet, and the raised seal and original signature shall be placed on the Key Map.

5.0 Supplemental Services

Fees and associated time for completion of additional work that is determined by the **COUNTY** to be extraordinary to the accomplishment or requirements of the original work contemplated in the scope of services may be negotiated as an extension of the man-hour and fee proposal within the approved design services Agreement utilizing man-hour unit price basis from the current fee proposal for similar work. Supplemental work for tasks not contemplated in the Scope of Services can be negotiated as a formal amendment to the original design services Agreement. The executed work order will authorize the additional work to begin.

6.0 Legal Proceedings

The **CONSULTANT** will serve as an expert witness in legal proceedings, if requested by the **COUNTY**. The fee for these services will be established if and when these services are requested.

7.0 County Responsibility

The **COUNTY** shall provide the following:

- Project Manager who will provide administrative and technical coordination for the **COUNTY**
- Relevant design correspondence on file
- Assistance with the application process for environmental permits.

8.0 Subcontractor Services

The variety of the professional services required to successfully design the project makes it desirable, if not necessary, for the **CONSULTANT** to subcontract portions of the work (e.g., aerial photography). The **CONSULTANT** is authorized to subcontract these services to a FDOT Prequalified Subconsultant under the provisions of this document. However, a minimum of 50% of the total contract man-hours specified for work described in the Scope of Services must be performed by the prime **CONSULTANT**. The subcontracting firms must be approved by the **COUNTY** prior to initiation of their work on this project.

Coordination of SUBCONSULTANT services is the responsibility of the CONSULTANT. The CONSULTANT shall be fully responsible for the satisfactory performance of all subcontracted work. All work shall be reviewed by the CONSULTANT prior to delivery to the COUNTY.

D. SCOPE OF WORK REQUIREMENTS

The CONSULTANT will provide all necessary professional services for the preparation of construction plans, technical specifications, special provisions, agency permits, bid documents, and related professional services to design C.R. 426 Shoulder improvements from Division Street to SR 46.

Final design plans will be prepared consistent with COUNTY and the FDOT requirements. The CONSULTANT will prepare all documents necessary to successfully permit the project through regulatory agencies and to publicly bid and construct the project according to the design and permits. The final construction design developed by the CONSULTANT shall be the best solution to a given problem and not merely an adherence to the minimum FDOT, AASHTO, or County standards.

The CONSULTANT will submit a **man-hour and fee proposal** for the required services, including SUBCONSULTANT services and direct expenses. With this proposal, the CONSULTANT will provide a Project Schedule, as described in Section 1.2 of Appendix A.

The professional services for the design services included within this Scope of Services can be generally grouped into the following eight (8) primary categories:

1. **Administration**
2. **Surveys**
3. **Final Design & Specifications**
4. **Environmental & Regulatory Permitting**
5. **Utility Coordination and Relocation**
6. **Local Government, FDOT, & Other Agency Coordination**
7. **Deliverables / Phase Submission Documents**

Please refer to the **Appendix A** for a description of each task within these eight (8) elements. These descriptions provide a non-exclusive summary of the specific tasks within this Scope of Services and are the minimum criteria for project performance and execution.

APPENDIX A

Expanded Scope of Services

1.0 Administration

2.1 Project Initiation/Notice to Proceed

The CONSULTANT will prepare for and attend a Kick-off Meeting with the COUNTY's Project Manager, staff and others as determined by the COUNTY. At this meeting, the COUNTY and key members of the CONSULTANT's team will set the final parameters for the project. The executed work order will serve as the Notice to Proceed.

2.1 Project Schedule

As part of the man-hour and lump-sum fee proposal, the CONSULTANT will provide a Project Schedule, identifying the timetable for execution and completion of all elements of the Scope of Work. The schedule will identify major tasks, duration and task relationships. An electronic submittal, compatible with *MS Project* is required. This schedule will indicate both projected and actual completion dates. The CONSULTANT will send the COUNTY's Project Manager an e-mail update of the *MS Project* compatible schedule monthly.

2.1 Project Status Meetings

The appropriate members of the CONSULTANT's team will attend periodic meetings [up to three (3)] with the COUNTY's Project Manager and staff to discuss the project's progress, status and other activities. The purpose of these meetings is to maintain clear communication between the COUNTY and the CONSULTANT's team. The CONSULTANT will prepare minutes from these meetings, and distribute these minutes within ten (10) days following each meeting.

The CONSULTANT will communicate with the COUNTY bi-weekly, via email, the project's progress and issues.

2.1 Coordination Meetings

The CONSULTANT will be required to meet with various project stakeholders to discuss the project and receive input. The CONSULTANT should plan to attend at least four (4) such meetings. The CONSULTANT may be called upon to provide maps, plans sheets, audio-visual displays and similar material for these meetings.

2.1 Public Involvement

The purpose of a public involvement element is to ensure that the community is involved in the project development and decision making process so that the COUNTY can develop a project that not only meets the pedestrian needs of the area, but is also supported by the community it serves. Therefore, the CONSULTANT will conduct the following public involvement activities:

1.1 Community Awareness Program:

The CONSULTANT will provide newsletters to update the general public on the project's progress at the 60% Phase submittals.

1.2 Public Involvement Meeting:

The CONSULTANT will prepare for one (1) public involvement meeting as described below. The CONSULTANT will conduct the meeting for the COUNTY, with assistance from the COUNTY, to ensure an adequate number of personnel are present. The CONSULTANT will be responsible for presentation and handout materials, and will provide minutes / summary the meeting. The CONSULTANT shall prepare written responses to questions not adequately

addressed at the meeting and will provide follow-up information necessary to respond to the public's questions and comments.

The **CONSULTANT** shall coordinate and conduct, with the **COUNTY's** assistance, a public involvement meeting at the approximate 60% Construction Plan Stage. The purpose of this meeting is to inform the community of the project and proposed sidewalk improvements along the CR 426 corridor. The **CONSULTANT** shall present the design to the public and respond to their questions and comments. The meeting shall include a 20-minute presentation followed by a question and answer period. The **CONSULTANT** will have staff available to respond to questions from the public. The **CONSULTANT** will prepare and provide mounted color aerial based boards depicting the 60% Construction Plans. The **CONSULTANT** will prepare and provide up to two-hundred (200) copies of a comment and information form for use by the public.

2.0 SURVEYS/RIGHT-OF-WAY DOCUMENTS

2.1 Specific Purpose Surveys for Right-of-Way Acquisition and Sketches of Description

The **CONSULTANT** is to provide the **COUNTY** with the necessary Specific Purpose Surveys for right-of-way acquisition and Sketches of Description for the project. These documents shall meet or exceed the following requirements:

- 2.1.1 Comply with the Technical Standards for Land Surveyors and Mappers in accordance with Chapter 61G17-6, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.
- 2.1.2 The man-hour and fee proposal should reflect an estimated twenty (15) right-of-way acquisition parcels. If additional parcels are necessary, the **CONSULTANT** will be reimbursed on a unit price basis derived from the fee proposal. Parcel sketches, descriptions and Specific Purpose Survey maps will be submitted.
- 2.1.3 Title searches will be to the earliest public record. Two (2) sets are required and will be submitted in the manner as described within these specifications. The **COUNTY** will acquire and provide the Title Searches to the **CONSULTANT**.
- 2.1.4 Final approved Specific Purpose Survey maps and sketches of description will, in addition to blueline and mylars, be submitted in the following formats:
 - a. Specific Purpose Survey for Right-of-Way Acquisition will be in Microsoft format.
 - b. Legal descriptions on disk in Microsoft Word format.
 - c. A numbered Point-Plot drawing of all parcels and control points will be prepared and submitted on disk in MicroStation.
 - d. Sketch of descriptions in a MicroStation file.

2.2 CONTROL SURVEYS

- 2.2.1 The Control Survey will be contained within the Specific Purpose Survey map in place of the key map. The title block will note Specific Purpose Survey for Right-of-Way Acquisition. The map will be drawn at a scale of not greater than 1 inch = 200 feet, and will be legible. The Specific Purpose Survey will meet the Minimum Technical Standards as required in Chapter 61G17-6.005 (4)(A) and contain the following certification on the first sheet of the Specific Purpose Survey.

"I hereby certify that to the best of my knowledge and belief this drawing, consisting of sheets _____ thru _____ is a true, accurate and complete depiction of a field survey performed under my direction and completed on _____. I further certify that said drawing is in compliance with the Florida Minimum Technical Standards for Control Surveys as set forth in Chapter 61G17-6 by the Florida Board of Professional Surveyors and Mappers, pursuant to section 472.027, Florida Statutes."

- 2.2.2 The Specific Purpose Survey, where possible, will be required to be tied to the COUNTY'S Horizontal Control and GPS Control Networks. All P.C.P.'s and fractional corners will have State Plane Coordinate Values calculated for them and shown on the Specific Purpose Survey Point Reference sheet in a tabular form. Vertical control will be based on, tied into the COUNTY'S Vertical Control Points, where possible, and noted on the map.
- 2.2.3 The baseline of survey, as shown on the Specific Purpose Survey, shall physically exist in the field and have referenced P.C.P.'s at all P.I.s, P.C.s, P.T.s, the beginning and end of the project, and at all side street centerline intersections.
- 2.2.4 The control survey will show all control references both horizontal and vertical.
- 2.2.5 The following surveyor's note shall be contained on the Specific Purpose Survey:

"This survey was performed for the purpose of establishing a baseline, locating existing monumentation and placing additional monuments where required. Said data to be used in the preparation of Boundary Surveys for Right-of-Way Acquisition."
- 2.2.6 Field notes and computer printouts will be submitted at the 60% submittal. All field traverse, bench loop runs and sketches depicting stations with point block numbers for data collected information will be kept in bound field book provided by the **CONSULTANT**. These books become the property of Seminole County. Computer printouts of raw and processed electronically collected field data will be bound and have an index that correlates the material to the field book sketch by field book and page. All field books will be certified by the surveyor of record. Additional field notes and computer printout information will be submitted as completed or in the next submittal.
- 2.2.7 All sections through which the corridor or proposed corridor passes will be surveyed in their entirety. All section and 1/4 section corners will be recovered or set and referenced in accordance with the latest addition of the B.L.M. *Manual of Instructions for the Survey of the Public Lands of the United States*. All certified corner records used or new records to be submitted to D.N.R. will be submitted at 60% for review by the **COUNTY**. All references to be placed outside the limits of construction.
- 2.2.8 All underground storage tanks, septic tanks, drainfields and wells must be field located if inside the proposed right-of-way limits or within the limits of construction, and shown in detail with station/offset location on the right-of-way map as well as the construction plans. All above ground improvements must be located within 25' of the proposed right-of-way or limits of construction by station/offset.

2.3 RIGH-OF-WAY SURVEYS

- 2.3.1 "I hereby certify this Specific Purpose Survey, consists of sheets ____ through ____ for the specific purpose of surveying, referencing, describing and mapping the right-of-way corridor and adjoining properties for the transportation facility shown and depicted hereon, that said survey was done under my responsible charge and meets the Minimum Technical Standards for Land Surveyors and Mappers as set forth within Chapter 61G17-6, Florida Administrative Code, Florida Statutes."
- 2.3.2 Boundary Surveys for Right-of-Way Acquisition will be submitted at the preliminary and final phases. Detailed Maps are to be drawn at 1" = 40' scale. Variations of this scale may be acceptable provided all required information is shown in a "legible" format; however, approvals from the COUNTY'S Project Manager and Quality Assurance Surveyor are required prior to preparation of any non-standard scale map.
- 2.3.3 Field notes and computer printouts will be provided. All field traverse, bench loop runs and sketches depicting stations with point block numbers for data collected information will be kept in

bound field book provided by the ENGINEER. These books become the property of the COUNTY. Computer printouts of raw and processed electronically collected field data will be bound and have an index that correlates the material to the field book sketch by field book and page. All field books will be certified by the surveyor of record. Additional field notes and computer printout information will be submitted as completed or in the next submittal.

- 2.3.4 All section and ¼ section corners used in fractional calculations will be recovered or set and referenced in accordance with the latest addition of the B.L.M. *Manual of Instructions for the Survey of the Public Lands of the United States*. All certified corner records used or new records to be submitted to D.N.R. will be submitted for review by the COUNTY. All references are to be placed outside the limits of construction.
- 2.3.5 Subdivision Blocks, affected by the right-of-way takings, adjoining the right-of-way corridor, will be mathematically closed and supported by field measurements; found corners to be noted on the Map. All Block corners will be recovered or set in the field and noted on the Map. A Surveyor's Report will be prepared for areas where it is not readily apparent by reviewing the Map as to what corners were held to construct a particular block or tier of blocks.
- 2.3.6 A Surveyor's Report will be required on parcels that present unusual problems (conflicting corners, deed overlays, hiatus, etc.). This report should include, but not limited to, sketches, detailed title chronology, plats, tax maps and the surveyor's opinion detailing how the problem was resolved.
- 2.3.7 All underground storage tanks, septic tanks, drain fields and wells must be field located if inside the proposed right-of-way limits or within the limits of construction, and shown in detail with station/offset location on the right-of-way map as well as the construction plans. All above ground improvements must be located within 25' of the proposed right-of-way or limits of construction by station/offset.
- 2.3.8 Upon completion of acquisition, the ENGINEER shall complete the table of ownership with the appropriate book and page where the description for the fee take and/or temporary construction easement and/or permanent easement is recorded.

2.4 SKETCH OF DESCRIPTION AND LEGAL DESCRIPTION

- 2.4.1 An individual sketch of description will be prepared for each right-of-way parcel, temporary construction easement, permanent easement, rights-of-entry, and T.I.I.F. reservations.
- 2.4.2 All sketches, legal descriptions, control survey data and right-of-way survey data must match verbatim.
- 2.4.3 All sketches will include a computational sheet showing the lines traversed, closure and area.
- 2.2.9 Each owner set of descriptions will be placed in a file marked with the right-of-way parcel number. This file will also contain title work, surveyor's reports, calculation sheets, and any other pertinent data concerning the subject parcel.
- 2.4.5 The following represents the minimum criteria for sketches of description and legal descriptions:

Sketch of Description (Sheet #1):

Show complete parent tract

Show all calls utilized in the legal description

- 3. Note all deed references to the R/W, easement, etc.

4. Prepare each Sketch on an 8½" x 11" or 8½" x 14" format, including company name of certifying Surveyor, title block, border, scale, date, etc.
5. Sign, seal, and date by Surveyor-of-Record
6. Surveyor's Notes:
 "This is not a Survey"
 "Sketch based upon the right-of-way survey prepared for the roadway design, see sheet ____ of ____."
7. Photocopies of Right-of-Way Maps are not acceptable

Legal Descriptions (Sheet #2):

1. Strip descriptions are not acceptable
2. Aliquot-part descriptions, when they can be utilized, are preferred
3. Metes and bounds descriptions will contain the following:

Preamble to contain the parent tract recording data and any recording data that is used to create the parent tract geometry as it is shown on the map. Also section, township, range, plat data, county and state.

Points of commencement will be from the closest identifiable corner (section corner, subdivision corner, block corner, lot corner, etc.), if needed.

Superior calls to and along fractional lines, plat lies, right-of-way lines and deed lines.

4. All descriptions will contain the following:
 At the top of the page, list the RW project name, RW parcel #, title search #, Tax I.D. #(s), owner(s) name(s), designation for fee simple, temporary construction easement or permanent easement. Include area of parcel: if less than ½ acre →square footage, if more than ½ acre →acres A "subject to" listing of all easements that affect the description along with the type and recording information.

2.5 Design Surveys

The **CONSULTANT** shall furnish complete field verified design surveys. The surveys shall include aerial targeting as necessary, wetlands vegetation lines, topography, right-of-way, 100' interval cross sections for plotting purposes, cross sections at driveways with anticipated connection slopes approaching maximum design criteria, physical location of utilities, drainage and base line control, along with surveys necessary for side road connections or upgrading. Should additional field surveys be required to successfully design, permit and construct this project, the **CONSULTANT** is to obtain this information as a fundamental requirement of this scope of services.

The work shall be performed in accordance with the latest edition of the FDOT Location Manual, Policy No. 760.001-760.012 and the Minimum Technical Standards for Land Surveying in the State of Florida set forth by the Board of Land Surveyors, Chapter 61G17-6, F.A.C., pursuant to Chapter 472, Florida Statutes. Variations in survey methodologies, etc., as required by FDOT, will be permitted if approved by the **COUNTY** Surveyor prior to submittal of man-hour and lump-sum fee proposals. Coordination with the **COUNTY** Surveyor is required prior to beginning this work effort.

3 Final Design & Specifications

3.4 Assembly and Evaluation of Data

The **CONSULTANT** is to collect and evaluate all available and appropriate data for the successful final design of this project. Specifically, and non-inclusively, the **CONSULTANT** will address the following:

3.2.6 Assembly of Data:

The **CONSULTANT** is to collect and review all available information such as records, maps, surveys, plans, soil investigation reports, utility service system availability data, zoning classifications, building codes and standards, requirements of all agencies having jurisdiction over the project, and any other information which may have a bearing or impact to the planning, design, approval, permitting, construction and/or operation of this project. The **CONSULTANT** is to review all appropriate **COUNTY** information on this project.

3.2.7 Regulatory Agencies:

The **CONSULTANT** is to coordinate all necessary and required activities with regulatory agencies throughout the entire design and permitting phases of the project.

3.2.8 Field Reviews and Surveys:

The **CONSULTANT** is to field review data, including surveys, for consistency with actual field conditions.

The **CONSULTANT** is to evaluate right-of-way and topographic surveys for consistency with design and construction requirements of the project, as well as adherence to appropriate standards of professional practice.

3.2.9 Soils Survey / Geotechnical Investigations:

The **CONSULTANT** is to provide the necessary soil survey and analysis for the project design. The results of the soils survey will be analyzed, posted and summarized appropriately on the cross-sections and applicable plan sheets consistent with FDOT requirements. This analysis will include design recommendations for roadway fill alternate culvert materials and other design and construction elements. Further, the soils investigations will include all required soil parameters necessary to design and construct the shoulder, widening, drainage systems, including surface water management systems, utility installations, etc.

3.2.10 Preliminary Drainage:

The **CONSULTANT** is to evaluate the project's overall drainage situation. The concern is to identify at the earliest possible stage the need to address large-scale drainage issues and/or issues of significance to the project. The **CONSULTANT** is to review these matters with the **COUNTY** early in the progress of the final design.

3.2.11 Environmental Issues:

The **CONSULTANT** is to evaluate the project's overall impact to the environment, specifically addressing elements requiring agency permitting. The purpose is to identify at the earliest possible stage the need to address the critical path(s) of design elements related to these issues. The **CONSULTANT** is to review these matters with the **COUNTY** early in the progress of the final design.

3.5 Drainage Design

The **CONSULTANT** is to provide for the drainage basin/sub-basin mapping and design sufficient to meet **COUNTY** and Federal standards, as well as State and Federal regulatory agency permit requirements.

3.2.6 The project must meet the following minimum requirements:

- a. Seminole **COUNTY**'s Land Development Code, including Appendix B;
- b. St. Johns River Water Management District rules and regulations;
- c. Other State and Federal rules and regulations.

- 3.2.7 Before or at the 60% submission, the **CONSULTANT** is to obtain **COUNTY** approval for the conceptual layout and design for all stormwater management facilities (SWMF). The **CONSULTANT** is to submit the following minimum information at this time:
- a. Large-scale mapping of all drainage elements affecting the design of the project, including basin and sub-basin delineations on a scaleable, readable, contoured map;
 - a. Definable locations of the SWMF on a scaleable graphic including parcel identification information;
 - b. Brief narrative on availability of land, zoning, current use, future use (Comp. Plan), environmental issues, if any, estimated construction costs, and other relevant data to adequately review and evaluate the proposed SWMF location.

3.6 Construction Plan Preparation

The shoulder and widening design will be based on the best interest of the public and benefits to the health, safety and welfare of the citizens of Seminole County.

The **CONSULTANT** is to provide all necessary and required construction plans for the successful design and construction of the project. Each contract plans package and its component parts will be prepared in accordance with **COUNTY** and/or FDOT standards, policies, procedures, memorandums and directives. Design work will comply with the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways*, latest non-metric edition, *Seminole County Consultants Informational Guidelines for Projects*, and FDOT standards with deference to **COUNTY** policy, procedures and specifications. Exceptions to these standards may be permitted, but must be pre-approved by the **COUNTY** prior to submittal of man-hour and technical proposals.

Each contract plans package shall be accurate, legible, complete in design, suitable for public bidding purposes and drawn to scales acceptable to the **COUNTY** and in a format acceptable to the **COUNTY**. For recommendations concerning the plans preparation the **CONSULTANT** should refer to the latest non-metric editions of the *FDOT Roadway Plans Preparation Manual, Volumes I & II, Standard Specifications for Road and Bridge Construction, Design Standards*, and other applicable manuals as determined by the **COUNTY**'s Project Manager. Usage of CADD or FDOT CADD criteria in general is mandatory. It is the **CONSULTANT**'s responsibility to acquire and utilize the necessary FDOT manuals that are required to complete the project design. The project must meet the following minimum plans and documentation requirements:

- a. Plan sets:
 1. Cover / Key Sheet
 2. Summary of Pay Items
 3. Drainage Maps (1"=200' maximum scale, with contours)
 4. Typical Sections
 5. Summary of Quantities
 6. Summary of Drainage Structures (Includes invert elevations)
 7. Plan Sheets (1"=40' maximum scale)
 8. Special Profiles (if necessary)
 9. Miscellaneous details (1"=10' maximum scale)
 10. Drainage Detail Sheets
 11. Drainage Structure Cross Sections
 12. Erosion Control Sheets (NPDES Sheet)
 13. Soils Survey Data Sheets
 14. Signing and Pavement Marking Plans and details
 15. Cross Sections Sheets (scale 1"=2' or 5' by 1"=10', 20' 40', 50')
 16. Traffic Control Data Sheet
 17. Utility Adjustment Sheets (as necessary)

b. Design Documentation Report:

Technical criteria, strategic decisions, project influences and processes employed in the execution of project design and plans preparation are to be memorialized in a bound document submitted to the COUNTY. The purpose is to provide a chronicle of the strategies, decision and events that lead to the preparation of the final construction documents. At a minimum, the CONSULTANT is to provide the following documentation:

1. Design criteria (non-standard or special exceptions)
2. Design Calculations
3. Drainage computations
4. Quantity computations with graphical backup.
5. Computerized information (provide in a format compatible with COUNTY)
6. Review comments and responses
7. Agency coordination
8. Utility coordination
9. Meetings, telephone conversations, correspondence

3.7 Intersections, Project Termini Design & Driveways

The CONSULTANT is to provide all necessary design and special detailing required to adequately detail improvements to intersections, terminus points and driveways within the project area.

3.8 Signing and Pavement Marking Plans

The CONSULTANT is responsible for the preparation and design of a complete set of signing and pavement marking plans in compliance with the latest (non metric) FDOT Standards, the *M.U.T.C.D.*, and the "*Sign/Marking Standards for Older Road Users Program Compliance*" for the project. These plans will be included as a component part of the contract plans set and shall include all necessary side street signing and striping necessary for the safe and effective operation of vehicles and pedestrians on or crossing the roadway.

Phase submittals for engineering review will be in accordance with the requirements for construction plans and submitted at 60%, 90% and 100% completion stages.

3.9 Standard Specifications and Special Provisions

The COUNTY uses the current edition of the FDOT "*Standard Specifications for Road and Bridge Construction*", and Supplements thereto, and all technical memorandum and addenda henceforth for the standard specification on roadway and bridge construction.

The CONSULTANT is responsible to provide all Special Provisions necessary for the successful construction of the project. These Special Provisions are to be prepared in the same and complimentary format as the referenced standard specifications.

The COUNTY reserves the right to reject any special provision specification deemed inadequate for the project.

3.10 Engineer's Estimate of Probable Construction Costs and Quantity Computation

The CONSULTANT will prepare preliminary estimates of probable construction costs with unit prices based on current FDOT estimates and pay items.

These estimates will be provided at project start, and the 60% and 90% phase submittals of the final construction plans. A "final" estimate will be provided when professionally endorsed plans are delivered to the COUNTY.

The **CONSULTANT** will prepare a Summary of Pay Items plan sheet to be incorporated as part of the final construction plans.

The **CONSULTANT** will prepare and submit a complete Quantity Computation Book, listing all quantities and their related calculations for the project. Computer and/or written computations must conform to the **FDOT** general format as outlined in the current *Basis of Estimate Manual and Computation Manual*. The final Quantity Computation Book will be included in the design documentation report.

The **CONSULTANT** will submit to the **COUNTY** any necessary copies of quantity computations requested for review.

3.11 Maintenance of Traffic

The **CONSULTANT** is responsible for providing a construction design conducive to safe maintenance of traffic for vehicles and pedestrians.

3.2.6 The **CONSULTANT** will prepare a Traffic Control Data Sheet (T.C.D.S.) for inclusion as part of the roadway plans. The intent of the T.C.D.S., as prepared by the **CONSULTANT**, is to provide adequate minimum requirements and direction to the construction contractor regarding specific project and construction plan conditions, and to enable the contractor to prepare a detailed maintenance of traffic plan for approval by the **COUNTY** prior to construction beginning.

3.2.7 The T.C.D.S. will explain the following:

- a. Recommended construction phasing intent
- b. Special construction techniques, methodologies, materials or sequencing of events
- c. Unusual or extraordinary typical section applications
- d. Unique traffic conditions or access requirements
- e. And other conditions known to the **CONSULTANT** that would positively or negatively affect the preparation of the detailed maintenance of traffic plan by the roadway contractor.

3.2.8 The T.C.D.S. will include, as a minimum, the following:

- a. General notes
- b. Graphical and written phasing typical sections
- c. Graphical and written description of requirements at intersections and major driveways within the project
- d. An erosion sediment control plan approved by SJRWMD for use throughout the different construction phases of this project. This document is also to be used in conjunction with the MOT plans.

4 Environmental & Regulatory Permitting

The **CONSULTANT** is required to submit complete permit applications, respond to Requests for Additional Information and provide all necessary follow up information for all permits necessary to successfully design and construct the project.

4.4 St. Johns River Water Management District (District)

Environmental permitting through the District is a requirement of the District and a significant element of this project. The **CONSULTANT** is to actively involve the **COUNTY**'s Project Manager in all permitting activities involving the District including pre-application conferences, RAI meetings, field meetings, Board of Governor meetings, etc.

4.2.6 The **CONSULTANT** is responsible for early identification of all potential permitting issues.

4.2.7 The **CONSULTANT** is to coordinate with the District and any other regulatory agencies having jurisdiction to assure that design efforts are properly directed toward permit requirements.

4.2.8 The **CONSULTANT** will prepare a complete permit package necessary to construct the project, including site and system design information required by and acceptable to the District and all other regulatory agencies.

4.2.9 The **CONSULTANT** will professionally endorse the permit package(s) for District permitting and any regulatory agency exercising jurisdiction with the **COUNTY** as applicant. The **CONSULTANT** is responsible for permit package submittal, agency coordination and for all the information necessary to secure permits from these regulatory agencies. The **COUNTY** will provide the permitting fees.

4.5 Florida Department of Environmental Protection (FDEP)

At this juncture, we do not anticipate any site condition on this project that would initiate jurisdictional authority by the Florida Department of Environmental Protection (FDEP). However, if FDEP jurisdiction is exercised, the **CONSULTANT** is responsible to address their issues and pursue appropriate resolutions. Compensation for professional fees for this work will be negotiated as supplemental services to the existing design services Agreement using man-hour unit prices from the current Agreement.

4.6 NPDES

The **CONSULTANT** is responsible to obtain appropriate permits, notices, clearances, etc. from the Environmental Protection Agency (or State of Florida if delegated) regarding the construction of this project.

5 Utility Coordination and Relocation

Coordination of existing and proposed utilities is of critical importance to the cost and overall success of the project. The **CONSULTANT** is to contact all utility companies and local governments having facilities within the project area and obtain necessary information on their existing and proposed facilities. The **CONSULTANT** is to coordinate design activities with the respective utility companies/local governments and **COUNTY** Project Manager.

The **CONSULTANT** is responsible to accurately reflect the information provided by these utilities. When necessary for the accuracy of the design, the **CONSULTANT** will obtain actual field horizontal and vertical locations, coordinating this effort through respective utility companies/local governments. The **CONSULTANT** will field verify vertical and horizontal location data on existing utilities prior to the final design of project to avoid unnecessary conflicts. The field verification of vertical and horizontal positions will be at intervals not to exceed 200', including all valves, changes in direction and structures. Accuracy shall be within 0.2 of a foot horizontally and vertically. The mapping work described in this section does not include normal design survey utility work specified in the Design Survey and the Utilities sections. The **CONSULTANT** will evaluate relocations, abandonments, adjustments, or facilities to remain in place for impact to design elements of the project.

5.4 Early Coordination

The **CONSULTANT** will submit two (2) sets of plans to each entity for verification of respective utility locations after the initial field survey is plotted and field reviewed. One set should be marked up and returned to the **CONSULTANT**.

5.5 Coordination at 60% Plans

The **CONSULTANT** will prepare 60% plans showing existing utilities. Following **COUNTY** review and plan adjustment, the **CONSULTANT** will submit two (2) sets of plans to these groups for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Upon return of these markups, the **CONSULTANT** is responsible to prepare a complete **Utilities Adjustment Plan** for the project as part of the roadway design process. This work includes coordination with public and private utility companies for the location and design of their pre-construction (existing) and post-construction (relocated) utilities.

5.6 Coordination at 90% Plans

At the time of the 90% submittal, the **CONSULTANT** will contact these groups again and send two (2) sets of the 90% plans for review and markup. One set should be marked up and returned to the **CONSULTANT**.

Additional submissions and coordination are at the discretion of the **CONSULTANT**. The **CONSULTANT** may request that the utility companies provide an electronic copy of any corrections.

6 Local Government, FDOT, Other Agencies Coordination

Coordination with local governments, public agencies and others is of critical importance to the overall success of the project. Accordingly, the **CONSULTANT** is responsible to coordinate all design activities with these groups to ensure adequate opportunity on their behalf to address design and construction issues.

The **CONSULTANT** is responsible to contact each local government, FDOT, and other known agencies having an interest in this project. The **CONSULTANT** is to coordinate their interest with the design of the project, as necessary, to work towards solutions acceptable to the **COUNTY** and these groups.

Contact with these groups is to occur at regular intervals as needed, and with a set of "final" plans delivered to these groups after the **CONSULTANT** has professionally endorsed the final plans. One (1) plan set is to be delivered to each group for review and comment at each submission stage.

7 Deliverables / Phase Submission Documents

The **CONSULTANT** will submit Design Plans and support documents to the **COUNTY** and FDOT for review and approval at specific junctures. Each plan set submitted will have the percentage complete for that submittal clearly indicated on the first sheet of each set of plans.

7.4 30% Design Documents Submission (2 week COUNTY review)

- Five (5) sets of prints: horizontal and vertical geometry, typical sections, and cross sections at 500 feet (or as needed- critical sections). Meeting to discuss initial design concepts for approval by **COUNTY**.

7.5 60% Design Documents Submission (2 week COUNTY review / 4 week FDOT review)

- Five (8) sets of prints (Construction Plans) for **COUNTY** and three (3) for FDOT
- Preliminary estimate of probable construction cost
- Preliminary Drainage Computations (SWMF layout / big picture information)
- 60% signed checklist
- One (1) CD containing PDF files of plan set
- A detailed utility conflict letter based upon the preliminary drainage design

7.6 90% Design Documents Submission (2 week COUNTY review / 3 to 4 week FDOT review)

- Five (8) sets of prints (Construction Plans) for **COUNTY** and three (3) for FDOT
- Preliminary estimate of probable construction cost (Engineer's Estimate)
- Final Right-of-Way maps
- Final Drainage Design and documentation (with maps, comps, etc.)
- 90% signed checklist
- One (1) CD containing PDF files for plan set
- One (1) CD containing CADD files for plans set.

7.7 100% Design Documents Submission (2 week COUNTY review / 3 to 4 week FDOT review)

- Five (8) sets of prints (Construction Plans) for COUNTY and three (3) for FDOT
- One (1) CD containing PDF files for entire 100% plan set for bidding purposes
- One (1) CD containing CADD files for entire plans set.
- One (1) engineer's cost estimate
- One (1) set of bid forms (Provide forms electronically as well)
- One (1) Design Documentation Reports
- Contract Documents and Specifications
- 100% signed checklist

7.8 Final Deliverables (after COUNTY and FDOT have approved 100% plans)

- Two (2) sets of bound signed and sealed Construction Plans for COUNTY and one copy for FDOT
- One (1) set of un-bound signed and sealed Construction Plans
- One (1) CD containing PDF files for entire Final plan set

7.9 General Phase Submission Comments

7.2.6 All plan submittals will be half size prints (11x17).

7.2.7 When aerial photography is used as a base, the half-size prints will be halftone, clear, Photo-Mechanical Transfers (PMT's) or equivalent quality.

7.2.8 As a minimum, phase submittals to the COUNTY should be in accordance with the current FDOT Plans Preparation Manual (non-metric) information content requirements including a written response to previous COUNTY review comments.

7.2.9 Phase submittals of construction plans shall not be considered complete if applicable individual component parts, such as signals, signing and pavement markings, utility adjustments, etc., are not included with the submittal.

7.2.10 If the COUNTY determines that the phase submittal is incomplete, the CONSULTANT is to pick-up the submittal, make it complete and resubmit. The COUNTY may require additional data if determined by individual project requirements.

7.2.11 Phase submittals of Construction Plans or Drainage Computations will not be considered representative of the percent complete indicated until they have been reviewed and accepted by the COUNTY.

— End of Appendix A – Expanded Scope of Services —

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Professional Services: PS-2685-07/DRS - Architectural and Engineering Services for Seminole County Fallen Heroes Memorial

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Approve the ranking list and authorize staff to negotiate rates for PS-2685-07/DRS – Architectural and Engineering Services for the Seminole County Fallen Heroes Memorial with Herbert-Halback, Inc (HHI), Orlando (Not to exceed \$200,000.00 over the term of the Agreement).

County-wide

Ray Hooper

BACKGROUND:

PS-2685-07/DRS will provide architectural and engineering services for the Seminole County Fallen Heroes Memorial. The selected firm will provide design services, site analysis, planning, coordination, project administration and management, and construction contract administration for a memorial for Seminole County law enforcement, fire fighters, and veterans. The project was publicly advertised and the County received five (5) submittals (listed below alphabetically):

- Bellomo-Herbert & Company, Inc.
- Bentley Architects & Engineers, Inc.
- Herbert-Halback, Inc. (HHI)
- Starmer Ranaldi, Inc.
- VIA Concepts, LLC

The Evaluation Committee, which consisted of Ray Hooper, Purchasing and Contracts Manager; Meloney Lung, Support Services Manager; Paula Ritchey, Lieutenant, Public Safety; Kathryn Townsend, Purchasing Supervisor, Seminole County Sheriff's Office; and George Tingle, Veterans Affairs Officer, agreed to short-list and interview the top three (3) ranked firms. The Evaluation Committee interviewed these firms giving consideration to the following criteria:

- Understanding of the Project/Project Execution
- Experience on Historical or Similar Projects
- Sub-Contracting Arrangements
- Ability to network with non-profits/Grants/Fundraising
- Budget/Value Engineering

The attached backup documentation includes the Project Scope, Bid Tabulation, Presentation

Scoring and Evaluation Sheets, and Presentation Summaries. The Evaluation Committee recommends that the Board approve the ranking below and authorize staff to negotiate rates with the top ranked firm in accordance with F.S. 287.055, the Consultants Competitive Negotiation Act (CCNA):

1. Herbert-Halback, Inc. (HHI)
2. Bellomo-Herbert & Company, Inc.
3. VIA Concepts, LLC

STAFF RECOMMENDATION:

Staff recommends the Board approve the ranking list and authorize staff to negotiate rates for PS-2685-07/DRS – Architectural and Engineering Services for the Seminole County Fallen Heroes Memorial with Herbert-Halback, Inc (HHI), Orlando (Not to exceed \$200,000.00 over the term of the Agreement).

ATTACHMENTS:

1. PS-2685-07_DRS Backup Documents

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

PS-2685-07/DRS
Architectural and Engineering Services for the Seminole County
Fallen Heroes Memorial

Scope of Services

Seminole County Government is requesting proposals from architectural/engineering firms to provide design services, site analysis, planning, coordination, project administration and management, and construction contract administration for a memorial for County law enforcement, fire fighters, and veterans. The memorial will be located to the east of the Criminal Justice Center and fronting on US 17-92 adjacent to the existing pond. Site plan attached.

The design and location of the memorial will be capable of holding ceremonies for remembrance, recognition, and awards. The memorial will be located in the park-like setting east of the Criminal Justice Center. Electric and water is available for lighting and water features associated with the memorial. The names of the fallen may be displayed/engraved in granite or marble features in chronological order of their passing with the symbol of their branch of service/office following their name.

The budget for this project has not been established at the time of the proposal request. Funding is anticipated from multiple non-profit organizations, donations and in-kind services.

The contract agreement will be awarded to a single Consultant as a master agreement. Work issued under this agreement will be in the form of executed Work Orders. The contract term will be three (3) years.

**B.C.C. - SEMINOLE COUNTY, FL
PS TABULATION SHEET**

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

BID NUMBER: PS-2685-07/DRS

BID TITLE: Architectural and Engineering Services for the Seminole County Fallen Heroes Memorial

DATE: November 14, 2007

TIME: 2:00 P.M.

Page 1 of 1

Response #1	Response #2	Response #3	Response #4
Bellomo-Herbert & Company, Inc. 801 N. Orange Ave, Ste 730 Orlando, Florida 32801 Mr. Glenn Herbert, FASLA, VP (407) 422-4845 Phone (407) 422-0699 Fax	Bentley Architects & Engineers, Inc. 665 W. Warren Avenue Longwood, Florida 32728 Mr. Gary Kranston, AIA, VP (407) 331-6116 Phone (407) 331-4566 Fax	Herbert-Halback, Inc. (HHI) 423 S. Keller Road, Ste 300 Orlando, Florida 32810-6132 Ms. Virginia Corless, President (407) 422-1449 Phone (407) 875-0851 Fax	Starmer Ranaldi, Inc. 820 W. Broadway St., Ste 3000 Oviedo, Florida 32765 Mr. Joseph A. Ranaldi, VP (407) 977-1080 Phone (407) 977-1019 Fax
Response #5			
VIA Concepts, LLC 506 Third Street South Jacksonville, Florida 32250 Ms. Ana Paula Ibarra, Principal (904) 249-9900 Phone (904) 249-6555 Fax			

Opened and Tabulated by:

David R. Santiago, CPPB, Sr. Procurement Analyst (Posted: November 14, 2007 at 1600)

Evaluation Committee Meeting:

November 20, 2007 at 2:00 pm, 1101 E. First Street, Sanford, FL 32771, Room 3208 (Purchasing & Contracts)

Short-Listed Firms:

Bellomo-Herbert & Company, Inc; Herbert-Halback, Inc.; and VIA Concepts, LLC

(Posted: November 20, 2007 at 1730)

Telephone Presentations:

November 28, 2007 beginning at 2:30 p.m.

Recommendation of Award:

Herbert-Halback, Inc. (HHI) (Posted: November 28, 2007 at 1650)

BCC Agenda Date:

December 11, 2007

EVALUATION RANKINGS

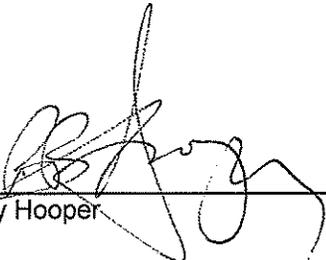
November 20, 2007

PS-2685-07/DRS - Architectural and Engineering Services for the Seminole County Fallen Heroes Memorial

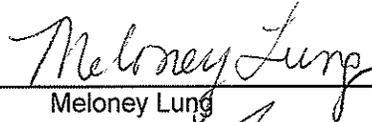
	R. Hooper	M. Lung	P. Richie	K. Townsend	G. Tingle	TOTAL POINTS	RANKING
Bellomo-Herbert & Company	2	2	4	4	5	17	3
Bentley Architects & Engineers	4	5	1	5	4	19	5
Herbert-Halback (HHI)	3	1	3	2	1	10	1
Starmer Ranaldi	5	4	5	3	1	18	4
VIA Concepts	1	3	2	1	3	10	1

The Evaluation Committee agrees to short-list the top three ranked firms:

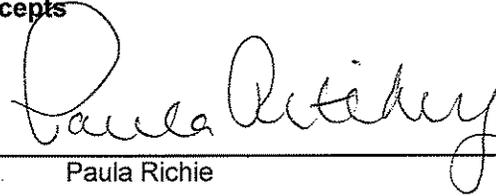
Bellomo-Herbert & Company
Herbert-Halback (HHI)
VIA Concepts



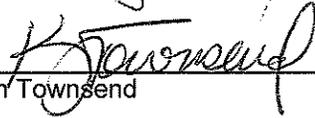
Ray Hooper



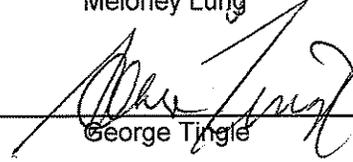
Meloney Lung



Paula Richie



Kathryn Townsend



George Tingle



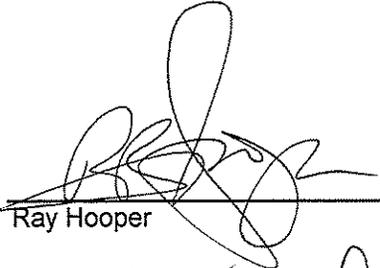
Bob Kohl (Advisory)

PRESENTATION RANKINGS November 28, 2007

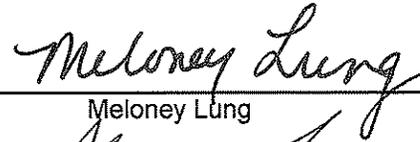
PS-2685-07/DRS - Architectural and Engineering Services for the Seminole County Fallen Heroes Memorial

	R. Hooper	M. Lung	P. Richie	K. Townsend	G. Tingle	TOTAL POINTS	RANKING
Bellomo-Herbert & Company	2	2	1	2	3	10	2
Herbert-Halback (HHI)	1	1	1	1	1	5	1
VIA Concepts	3	3	2	3	2	13	3

The Evaluation Committee recommends award to: Herbert-Halback, Inc (HHI)



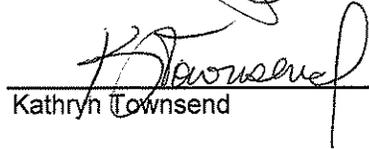
Ray Hooper



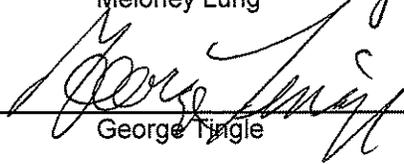
Meloney Lung



Paula Richie



Kathryn Townsend



George Tingle



Bob Kohl (Advisory)

Presentations Scoring Sheet

RAY HOOPER

PS-2685-07/DRS - A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Bellomo-Herbert & Company

QUALIFICATION COMMITTEE MEMBER: RAY HOOPER

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Glen Herbert
 Fran Bellomo
 Jerry Miller -
 Citol Ray
 Randy + Jim

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

1 to 2 months Conceptual Design Bennett Park
6 to 8 months - Design.
- Graphics for fund raising - then fund raising then final design on fund raising!

Score 91
(0-100)

Criteria: Past Experience/Similar Work (20%)

33 year Maryland project - Mgt
Naples - \$5 million
Bennett Park - Successful Thoral involvement. WAI to Gulf.

Score 94
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

Vertical construction on Burke Hogue's Mills.

Score 90
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

- Maybe // fund community Base // private grants
- Community: citizen / School Board + notes of discussion concerning participation. (Randy and Jim to set up their portion). State funding.
- State; community block grant; local involvement.
- 100% grant application. Kid's House.

Score 95
(0-100)

Criteria: Budget/Value Engineering (20%)

Design project 60% ; 90% ; early on Design on Budget.

Score 93
(0-100)

4/3 = 5 =

92.6

Presentations Scoring Sheet

RAY HOOPER

PS-2685-07/DRS - A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Herbert-Halback (HHI)

QUALIFICATION COMMITTEE MEMBER: RAY HOOPER

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Dwight Collins
Randy Raymond - Landscape PM
Laura HHI planner - engineer

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

WALLS - good - sequence. walls reduce noise.
3 months public involvement preliminary
3 to 4 months design. I can provide project (CEI) construction mgt.

Score 96
(0-100)

Criteria: Past Experience/Similar Work (20%)

Dr. Phillips
Veteran Office in Veteran Memorial Park - 40,000 sq ft. MAJOR RELATED PROJECT
Developed material / script / DWGs. to raise funds.

Score 96
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

HHI, TEK & BACE - grants / offer.
75% 15% 10%

Score 94
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

Several groups - Community - Foundation - Community
Raise \$2M / 50/50 matching - Veteran (In-House Employees) ✓

Score 92
(0-100)

Criteria: Budget/Value Engineering (20%)

Yes. Estimates and VE alternatives. insert VE in Bidding; schedule
of values. - \$170K Dr. Phillips Savings

Score 96
(0-100)

474 ÷ 5 =
94.8

Presentations Scoring Sheet

RAY HOOPER

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: VIA Concepts, LLC

QUALIFICATION COMMITTEE MEMBER: RAY HOOPER

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
 - 80 – 89 Excellent, Very Good, Solid in all respects.
 - 70 – 79 Good, No major weaknesses, Fully Acceptable as is
 - 60 – 69 Marginal, Weak, Workable but needs clarifications
 - Below 60 Unacceptable, Needs major help to be acceptable
- Take Client - owner/Design
Steven Davis - Landscape - Final copy
Civil parking.*

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

yes - not high - sound (Quality and life cycle cost)
 approval - 3 months or less - NO Review of client
 - Construction Mgmt - for lump sum reimbursable 1.0 million

Score 80
(0-100)

Criteria: Past Experience/Similar Work (20%)

Port Antonio 4,000 sq to 8K sq ft \$2.1m to \$2.6
 Atlantic - Design - inactive - North Fla. Paleontology; Taini Khanna -
 - Delta - 9 people firm - engineer

Score 82
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

- maybe civil eng // landscape - Final copy

Score 80
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

- yes target.com // preservation - TAX sub - with a grant 50136

Score 80
(0-100)

Criteria: Budget/Value Engineering (20%)

- Yes - VA were it is appropriate // Balance
 Bid along with alternatives

Score 85
(0-100)

81.4

Presentations Scoring Sheet

PS-2685-07/DRS - A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Bellomo-Herbert & Company

QUALIFICATION COMMITTEE MEMBER: Meloney Lung

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 - 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 - 89 Excellent, Very Good, Solid in all respects.
- 70 - 79 Good, No major weaknesses, Fully Acceptable as is
- 60 - 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Glenn Herbert
Frank Bellomo
Jerry M. Mills
weeks

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

Preliminary drawings - 2 to 3 months
Final - 8 to 9 months
Research with others - they found that many designed their
fund-raised to the level needed.

Score 80
(0-100)

16

Criteria: Past Experience/Similar Work (20%)

Bennett Memorial Park - portion of a larger park
responsible for overall design - project did not complete

Score 50
(0-100)

10

Criteria: Sub-Contracting Arrangements (20%)

Burke, Hague + Mills for A+E

Score 75
(0-100)

15

Criteria: Non-profits/Grants/Fundraising (20%)

Grants - Community based Campaigns (multifaceted) / Education opportunities
Set up committees to fund raise - book selling, education
component, corporate sponsorship.
2 yr timeframe for project (Randy + firm to set up campaign)
LWCF funding ??, CBG, State - Focus on local
Over 18 yrs - wrote 12 (Successful on all)

Score 85
(0-100)

17

Criteria: Budget/Value Engineering (20%)

yes - try to do during design phase
so that cost overruns do not occur
major project \$8.25M - bid within 1% of budget
they just completed

Score 90
(0-100)

18

76

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Herbert-Halback (HHI)

QUALIFICATION COMMITTEE MEMBER: Meloney Hung

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

90 – 100	Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89	Excellent, Very Good, Solid in all respects.
70 – 79	Good, No major weaknesses, Fully Acceptable as is
60 – 69	Marginal, Weak, Workable but needs clarifications
Below 60	Unacceptable, Needs major help to be acceptable

*Ginger Cortless
Randy Raymond -
Lara Mentz*

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

Walls - on-site soil OK's / Aware that walls need to be developed in safe manner
walls + vegetation can reduce noise levels of 17-92
3 months preliminary drawings
3+ months for final drawings

Score 80 16
(0-100)

Criteria: Past Experience/Similar Work (20%)

Veterans Memorial Park - Hillsborough Coy.
existing park - wk with Veterans + Citizens
40,000 sq ft building, educational space
Phase - I ceremonial ground - March 2008 drawings begin
Nov 2008 break ground

Score 50 10
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

Prepared to provide any assistance
landscaping
HHI - 75% / TRK - 15% / RACE 5% 10%

Score 80 16
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

Several Groups - Community Foundation / Developed scripts, powerpoints,
FRDP - Probably not eligible / boards, brochures for fund
raising - trucks -

Score 90 18
(0-100)

Criteria: Budget/Value Engineering (20%)

Provide estimates early on to ensure within budget -
Place Value Engineering clauses within bid
wk with selected contractor for Schedule of Values
Dr. Phillips - \$175,000 Value Eng.
5/6 M

Score 90 18
(0-100)

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: VIA Concepts, LLC

QUALIFICATION COMMITTEE MEMBER: Meloney Hung

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

*Tat Chan - Principal/design
Stephen Davis - Landscape*

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

Vertical Walls - used in multiple wrap - walls used for noise reduction - can use in design
once design approved - 3 months of P&ES not review process
Design that is approved - must/will be involved in construction Admin - Reimbursable at cost
Deland / 2 people / one office Miami + fax

Score 75
(0-100)

15

Criteria: Past Experience/Similar Work (20%)

Atlantic Beach Memorial - designed / on hold
uked North Fla Veterans Council
Timmy Johnson - PR

Score 25
(0-100)

5

Criteria: Sub-Contracting Arrangements (20%)

Stephen Davis - Landscaping
Civil Eng-?? " Chantel Bony

Score 50
(0-100)

10

Criteria: Non-profits/Grants/Fundraising (20%)

Target.com, Preservation Jacksonville - uked with Mueller in Tallahassee

Score 75
(0-100)

15

Criteria: Budget/Value Engineering (20%)

Use where appropriate extra thought/design, product, materials)
Will not reduce so that quality will suffer.
Bid drawings can have alternates that will allow options at bid

Score 85
(0-100)

17

62

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Bellomo-Herbert & Company

QUALIFICATION COMMITTEE MEMBER: Paula J. Kitchey

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

*Glean
Sammills*

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

Score 90%
(0-100)

Criteria: Past Experience/Similar Work (20%)

Bennett Memorial

Score ~~95%~~ 90%
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

Score 90%
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

huge project, maybe community based - simple design
Randy mavis - ? community based capital grant
multi-acted educational component - Challow
educational component fundraisers, corporate, educational

Score 95%
(0-100)

Criteria: Budget/Value Engineering (20%)

Sarasota -

Score 90%
(0-100)

*Randy
Q&A
set up
campaign*

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Herbert Halback (HHI)

QUALIFICATION COMMITTEE MEMBER: Paula Jo Retchey

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

Dr. Phillips
available to be on-site as project requires
met every 2 weeks

Score 90%
(0-100)

Criteria: Past Experience/Similar Work (20%)

Dr. Phillips Veterans Memorial Borough -

Score 95%
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

Beland Municipal
Heritage Square -

Score 85%
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

Grants - Community Involvement -
Endowment
Fundraising - provide graphics for

Score 90%
(0-100)

Criteria: Budget/Value Engineering (20%)

great explanation
(put) options in bid - evaluates at
each milestone

Score 95%
(0-100)

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: VIA Concepts, LLC

QUALIFICATION COMMITTEE MEMBER: Paula G. Pritchey

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

3 months or less? design
Preliminary plans - distance - not confident on availability

Score 70
(0-100)

Criteria: Past Experience/Similar Work (20%)

Atlantic Memorial - designed - still on
the horizon, but on hold, not built

Score 70
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

only 2 on call
did not perform strongly,
not include civil - well included if necessary

Score 70
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

didn't appear to have a lot of

Score 70
(0-100)

Criteria: Budget/Value Engineering (20%)

provided examples - milestones
options in bid

Score 75
(0-100)

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Bellomo-Herbert & Company

QUALIFICATION COMMITTEE MEMBER: George Tingle

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

Preliminary drawing 2 to 3 mo., final completion drawing 8 to 12 mo., depending on committee input and funding

Score 70
(0-100)

Criteria: Past Experience/Similar Work (20%)

Past similar projects

Score 70
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

enjoys comfortable working relationship

Score 70
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

Numerous grants, great track record

Score 70
(0-100)

Criteria: Budget/Value Engineering (20%)

dedicated manager - comfortable in all areas.
Value engineering in all areas

Score 70
(0-100)

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Herbert-Halback (HHI)

QUALIFICATION COMMITTEE MEMBER: Steve Tingle

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

Preliminary drawings 3 mos., final completion drawings
3-4 mos. - total 6 mos.

Score 80
(0-100)

Criteria: Past Experience/Similar Work (20%)

numerous similar work projects

Score 80
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

As required - on site

Score 75
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

several groups - not competitive basis, community
foundation -

Score 75
(0-100)

Criteria: Budget/Value Engineering (20%)

Active Value Engineering

Score 75
(0-100)

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: VIA Concepts, LLC

QUALIFICATION COMMITTEE MEMBER: *Aracyn Tingle*

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

Preliminary drawings 3 mo. final drawings - rather quickly depending on approval. low walls, multiple use, noise not taken out

Score 70
(0-100)

Criteria: Past Experience/Similar Work (20%)

8,000 sq ft. bldg → 6,000, shipping containers - cost effective Atlantic Beach Memorial designed ONLY, not built.

Score 70
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

DISTANCE not a problem

Score 70
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

LOT of grants - web sites, willing to provide

Score 70
(0-100)

Criteria: Budget/Value Engineering (20%)

Balance required, Quality won't suffer. "check and balance"

Score 75
(0-100)

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Bellomo-Herbert & Company

QUALIFICATION COMMITTEE MEMBER: J. Townsend

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:
90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
80 – 89 Excellent, Very Good, Solid in all respects.
70 – 79 Good, No major weaknesses, Fully Acceptable as is
60 – 69 Marginal, Weak, Workable but needs clarifications
Below 60 Unacceptable, Needs major help to be acceptable

*Alan Herbert -
On Phone
Frank Bellomo
Randy Morris*

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

Project mng - 33 yrs exp. suggest no contract until funding is in place. Vertical walls pose no problem to design. 6-8 mths for design -

Score 90 +5
(0-100)

Criteria: Past Experience/Similar Work (20%)

Design for Volusia Cty (DeBary) after design Volusia decided not to fund. Naples project by pond & sculpture

Score 78
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

sub Burke, Hogue & Melis to add exp in fundraising
was no other

Score 70
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

Have reviewed every grant applied for - many suggestions for possible grants in education possible 2 yr. time frame for grants - Kids House

Score 75
(0-100)

Criteria: Budget/Value Engineering (20%)

"Yes" - Runny design process - reduces back tracking
back to local artists for sculpture -

Score 72
(0-100)

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: Herbert-Halback (HHI)

QUALIFICATION COMMITTEE MEMBER: H. Townsend

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

*Buyer
Costs*

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

*Vertical walls - sequence of walls - visited site - crime prevention
thru environmental design - 17' wall reduces noise for 17' x 2'
Design + construction = same manager*

Score 89
(0-100)

Criteria: Past Experience/Similar Work (20%)

*Valerius Park - Hellsboro - 30 acre pk + mltly space, museum,
vets etc. ed of public
Design concrete - estimates at ea milestone; exp. in selection
of materials ie bronze etc*

Score 90
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

75% HHI - 25% augmented staff

Score 80
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

*Com foundation of Central / Enclosures / Donations / Bricks
for families to purchase.*

Score 85
(0-100)

Criteria: Budget/Value Engineering (20%)

**175K value Eng of 40m Budget for Hellsboro City Dr. Phillips Park
In House graphics design - collateral pieces for
fundraising*

Score 86
(0-100)

Presentations Scoring Sheet

PS-2685-07/DRS – A&E Services for the Seminole County Fallen Heroes Memorial

SUBMITTAL COMPANY NAME: VIA Concepts, LLC

QUALIFICATION COMMITTEE MEMBER: *H. Stinson*

INSTRUCTIONS: Score each criterion from 1 to 100 based on the following general guidelines:

- 90 – 100 Outstanding, out-of-the-box, Innovative, Cost/Time Savings
- 80 – 89 Excellent, Very Good, Solid in all respects.
- 70 – 79 Good, No major weaknesses, Fully Acceptable as is
- 60 – 69 Marginal, Weak, Workable but needs clarifications
- Below 60 Unacceptable, Needs major help to be acceptable

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Project Execution (20%)

2 yrs - Miami/FL - vertical well - environmental issues

Score *68*
(0-100)

Criteria: Past Experience/Similar Work (20%)

Deland, Deltona, Sebring, Atlantic Beach design completed - project on hold -

Score *74*
(0-100)

Criteria: Sub-Contracting Arrangements (20%)

all job area - landscape + civil eng

Score *72*
(0-100)

Criteria: Non-profits/Grants/Fundraising (20%)

*Good ideas on grants - Target 5% profit give back
Dallahase Mueller Assoc - specialize in grants*

Score *90*
(0-100)

Criteria: Budget/Value Engineering (20%)

lys - production, materials or design process -

Score *70*
(0-100)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Assignment of RFP-4188-03/BJC - Security Services for Seminole County

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: David Santiago

EXT: 7106

MOTION/RECOMMENDATION:

Assignment of RFP-4188-03/BJC - Security Services for Seminole County from Allied Protection Services, Inc., Fort Myers, Florida, to Allegiance Security Group, LLC, Morehead City, North Carolina.

County-wide

Ray Hooper

BACKGROUND:

RFP-4188-03/BJC provides all labor and incidentals necessary to provide security services to miscellaneous buildings throughout Seminole County.

Allied Protection Services, Inc. has been purchased by Allegiance Security Group, LLC, who has agreed to take over this Agreement with the same terms and conditions as awarded by the Seminole County Board of County Commissioners on June 24, 2003. The attached backup documentation includes a copy of Allegiance Security Group, LLC, letter dated October 30, 2007. Currently, the contract is in the first renewal period.

STAFF RECOMMENDATION:

Staff recommends the Board approve the assignment of RFP-4188-03/BJC - Security Services for Seminole County from Allied Protection Services, Inc., Fort Myers, Florida, to Allegiance Security Group, LLC, Morehead City, North Carolina.

ATTACHMENTS:

1. RFP-4188-03_BJC Assignment Agreement
2. RFP-4188-03_BJC Assignment Support Documents

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

**ASSIGNMENT OF SECURITY SERVICES AGREEMENT
(RFP-4188-03/BJC)**

THIS ASSIGNMENT is made and entered into this _____ day of _____, 20___, by and between **ALLIED PROTECTION SERVICES, INC.**, whose address is P. O. Box 7259, Ft. Myers, Florida 33911, hereinafter called "ASSIGNOR", **ALLEGIANCE SECURITY GROUP, LLC**, whose address is 151B Highway 24, Morehead City, North Carolina 28557, 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 Security Services Agreement (RFP-4188-03/BJC) on July 21, 2003, whereby ASSIGNOR agreed to provide COUNTY with security services on a continuing basis; and

WHEREAS, ASSIGNOR, as of March 3, 2007, was sold to the Assignee; and

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

WHEREAS, Section 12 of the Security Services Agreement entered into between COUNTY and ASSIGNOR on July 21, 2003, requires that the Agreement not be assigned by the parties without prior written consent of the other party, and in such cases, only by a document of equal dignity therewith; and

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

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

(1) ASSIGNOR assigns all of its rights in that certain Agreement with the COUNTY, dated July 21, 2003, and as amended therein, for security services (RFP-4188-03/BJC) to ASSIGNEE, effective immediately.

(2) ASSIGNEE accepts the above assignment and agrees to be bound by all of the terms and conditions of that Agreement dated July 21, 2003, as amended to be performed on the part of ASSIGNOR, and ASSIGNEE agrees to indemnify COUNTY against any and all liabilities under that Agreement, effective immediately.

(3) COUNTY hereby consents to the foregoing assignments between ASSIGNOR and ASSIGNEE of those contracted rights and duties as set forth in the Agreement dated July 21, 2003, as amended.

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

(End of Agreement - Signature Page Follows)

ATTEST:

ALLIED PROTECTION SERVICES, INC.
ASSIGNOR

By: _____
STEPHEN M. LEVINE, President

(CORPORATE SEAL)

Date: _____

ALLEGIANCE SECURITY GROUP, LLC
ASSIGNEE

Witness

By: _____
STEPHEN M. LEVINE
Senior Vice President

Print Name

Date: _____

Witness

Print Name

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AEC:sjs
11/26/07

P:\Users\jroyal\Purchasing 2007\Agreements\RFP-4188-03-BJC Assignment.doc



October 30, 2007

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

Reference: RFP-4188-03/BJC

To Whom It May Concern:

I am writing to confirm that Allied Protection Services, Inc. was purchased by Allegiance Security Group LLC on March 3, 2007. There have been no changes in Allied Protection Services' management, supervision, or client service staff, including myself.

A separate request from Allegiance Security Group has been submitted to Seminole County to request the reassignment of the Security Services Agreement RFP-4188-03/BJC.

Should you need additional information, please let me know.

Sincerely,

Stephen Levine
Senior Vice President
(Prior President of Allied Protections Services, Inc.)

Cc: Seminole County File

Allegiance Security Group, LLC
151B Highway 24
Morehead City, NC 28557

TEL 252.247.1138
866.747.ASGTeam (2748)
FAX 252.247.1139

www.allegiancesecurityteam.com



October 30, 2007

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

Reference: RFP-4188-03/BJC

To Whom It May Concern:

I am writing to request the assignment of the Security Services Agreement (RFP-4188-03/BJC) with Allied Protection Services, Inc. to Allegiance Security Group LLC. Allegiance Security Group purchased Allied Protection Services, Inc. on March 3, 2007. Allegiance Security Group accepts all the terms and conditions under RFP-4188-03/BJC.

Should you need additional information, please let me know.

Sincerely,

James C. Stevens
President & CEO

Cc: Seminole County File
Steve Levine

Allegiance Security Group, LLC
151B Highway 24
Morehead City, NC 28557

TEL 252.247.1138
866.747.ASGTeam (2748)
FAX 252.247.1139

www.allegiancesecurityteam.com

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** RFP-600174-07/TLR - Integrated Library Automation System**DEPARTMENT:** Administrative Services**DIVISION:** Purchasing and Contracts**AUTHORIZED BY:** Frank Raymond**CONTACT:** Tammy Roberts**EXT:** 7115**MOTION/RECOMMENDATION:**

Award RFP-600174-07/TLR – Integrated Library Automation System to Sirsi Corporation d/b/a SirsiDynix, Provo, UT.

County-wide

Ray Hooper

BACKGROUND:

The Seminole County Public Library System currently operates a legacy Integrated Library System (ILS) supporting an integrated database of approximately 222,000 bibliographic records, 571,000 item records, 213,000 borrower records, and 2,500,000 items circulated annually. RFP-600174-07 provides for Integrated Library System Software and Services to support:

1. Circulation (Check-in, Check-out, etc.)
2. Acquisitions
3. Cataloging with Authority Control
4. Serials
5. Public Access Computers
6. Web Portal for Library Catalog
7. Statistical Reports and Patron Notice
8. Automated Telephone Notification
9. Print Management for Public Access Catalog
10. PC Scheduling for Public Access Catalog
11. Self-Check
12. Credit Card Payment
13. RFID Capable

The Contractor will be required to work with the Seminole County Libraries to analyze bibliographic records (titles), holdings (items), and patron data to identify inconsistencies and mutually acceptable solutions for normalizing and correcting data. In the appropriate section, the vendor has successfully described their processes for analyzing and correcting data.

This project was publicly advertised and the County received three (3) submittals in response to the solicitation. The Evaluation Committee, which consisted of Charlene Beamer, Team Leader, Library Services; James Day, Sr. Analyst, Library Services; Priscilla Glasgow, Program Manager, BITS; Jackson Heinzelman, Program Manager, BITS; Jane Peterson, Library Services Director; and Jerry Tate, Program Manager, Library Services, evaluated the proposals. Consideration was given to past performance, qualifications and training of personnel, system performance/compliance, implementation and integration, and price. The

Committee determined to have presentations from the following two (2) firms: Polaris Library Systems, Liverpool, NY, and Sirsi Corporation d/b/a SirsiDynix, Provo, Utah. Consideration was given to system performance/compliance, implementation and integration; past performance; qualifications & training; and overall presentation. The Committee recommends award of the project to Sirsi Corporation d/b/a SirsiDynix, Provo, Utah. Authorization for services shall begin upon execution of the Agreement, and continue through final completion and acceptance. The total cost of the project including software, hardware, licenses, migration services, support, and reimbursable expenses is \$418,205.00, as budgeted.

Supporting documents include the tabulation sheet, evaluation consensus, and presentation evaluation consensus and evaluation committee comment sheets, and the Master Software License and Services Agreement as reviewed and approved by the County Attorney's Office.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600174-07/TLR – Integrated Library Automation System to Sirsi Corporation d/b/a SirsiDynix, Provo, UT.

ATTACHMENTS:

1. Tabulation Sheet
2. Evaluation & Presentation Consensus & Comments
3. Agreement

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

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

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

RFP NUMBER: RFP-600174-07/TLR

RFP TITLE: Integrated Library Automation System

DUE DATE: June 27, 2007, at 2:00 P.M.

PAGE: 1 of 1

Submittals	Response 1	Response 2	Response 3
	Polaris Library Systems 103 Commerce blvd., Ste. A Liverpool, NY 13088 Ph. 800-272-3414 Fx. 315-457-5883 Alastair Cameron, Manager	Sirsi Corp. DBA SirsiDynix 400 West Dynix Dr. Provo, UT 84604 Ph. 800-288-8020 Fx. 801-223-5202 Ian Forrest, Secretary	The Library Corp. Research Park Inwood, WV 25428 Ph. 800-325-7759 Fx. 304-229-0295 Calvin Whittington, Director of Finance
Bidder's Certification Form	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes
Drug-Free Workplace Form	Yes	Yes	Yes
Acknowledgement of Addenda	Yes	Yes	No

Evaluation Criteria

- Past Performance, qualifications and training of personnel
- System Performance/Compliance
- Implementation and Integration
- Price Proposal

STATUS

Received and tabulated by: T. Roberts, Sr. Procurement Analyst (Posted: 6/27/2007 at 4:00 pm)

Evaluation Committee Meeting: 7/12/2007 @ 10AM, CSB, 1101 East 1st St., Room 3223, Sanford, FL

Interviews/Presentations: Polaris Library Systems & SirsiDynix – 9/4/2007 @ 8:45am, 215 North Oxford Rd, Casselberry, FL

Evaluation Committee Meeting: 10/24/2007 @ 11am, CSB, 1101 East 1st St., Room 3223, Sanford, FL

Recommendation: Sirsi Corp. dba SirsiDynix, Presented to the BCC: 12/11/2007. (Posted 10/24/2007 @12noon)

RFP-600174-07/TLR
Integrated Library Automation System
RANKING OF PROPOSALS

Evaluation Criteria Respondent	Past Performance, Qualifications & Training	System Performance/ Compliance	Implementation & Integration	Price	Total	Ranking
The Library Corp.	A	U	A	A	M/A	3
Polaris Library Systems	A	M	A	A	A	2
Sirsi Corp. dba SirsiDynix	HA	A	HA	A	A/HA	1

Evaluation Key:

Highly Acceptable = 3
 Acceptable = 2
 Marginal = 1
 Unsatisfactory = 0

The Evaluation Team Recommends: Interviews/presentations with the top two ranked firms, Polaris and SirsiDynix

Evaluators:

- Evaluator #1 – Jane Peterson, Library Services Manager
- Evaluator #2 – Jerry Tate, Program Manager, Library Services
- Evaluator #3 – James Day, Sr. Analyst, Library Services
- Evaluator #4 – Charlene Beamer, Team Leader, Library Services
- Evaluator #5 – Jackson Heinzelman, Program Manager, BITS
- Evaluator #6 – Priscilla Glasgow, Program Manager, BITS

Jane E. Peterson

Jerry Tate

James Day

Charlene Beamer

Jackson Heinzelman

Priscilla P. Glasgow

RFP-600174-07/TLR - Integrated Library Automation System
Presentation Evaluation/Consensus

	Polaris Library Systems	SirsiDynix							
Highly Acceptable (3)		4							
Acceptable (2)	5	1							
Marginal (1)	1	1							
Unsatisfactory (0)									
Total Score	11	15	0						

Evaluators:

Jane Peterson, Library Services

Jerry Tate, Library Services

James Day, Library Services

Charlene Beamer, Library Services

Jackson Heinzelman, BITS

Parsilla Glasgow, BITS

Jane E. Peterson

Jerry Tate

James Day

Charlene Beamer

Jackson Heinzelman

Parsilla J. Glasgow

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

Jane E. Petersen

9/4/07 presentation

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Superior training. 8 days on-site;
Online training
Familiarity with SCPL Systems

Criteria: System Performance/Compliance

Intuitive interface for staff and patrons
for smoother transition

Criteria: Implementation and Integration

Included: self check, PC scheduling
print management. These systems
are highly desirable for SCPLS and
will save the County money

Criteria: Overall Presentation

Focused. Organized. To me the Sirsi
Corp was more focused than Polaris

Overall Rating:

Highly Acceptable

(4)

Marginal

()

Acceptable

()

Unsatisfactory

()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

9/4/07 Presentation

Gene E. Peters

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Offsite travel for training costing the
county money

Back up support - first day assistance
and post-installation assistance is not
Criteria: System Performance/Compliance included in quote

Interface is not intuitive making
it harder for staff to learn and
patrons to use. Appearance not as
clean as Sirsi

Criteria: Implementation and Integration

Problems with Technical Services functions:
ILL doesn't match specs procedures
serial holds do not migrate creating
extra work for staff. Acquisitions
accounts can't be transferred

Criteria: Price Proposal

Presentation did not go smoothly - did not
request right equipment. Explanations not
too clear. Indicates potential problems
with installation and customer service

Overall Rating:

Highly Acceptable ()
Marginal ()

Acceptable (4)
Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

Jerry Tate

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Strengths: 8 day on-site training; on-line training.
Weaknesses: Vendor's on-site training travel expenses can go beyond the \$3,000 allocated.

Criteria: System Performance/Compliance

Strengths: Forms functionality is part of the ILS; Authority work was included in the quote; web portal and training database are hosted by vendor; staff interface is clean.

Criteria: Implementation and Integration

Strengths: Integrated self-check, print management and PE scheduling on a single platform (one stop); Acquisitions fund accounts can be transferred

Criteria: Overall Presentation

Strengths: Questions were answered; access requirements were requested in advance.

Overall Rating:

Highly Acceptable (✓)
Marginal ()

Acceptable ()
Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

Jerry Tate

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Strengths: 7 day on-site training.

Weaknesses: System Admin training is off-site with travel expenses the responsibility of the library; on-site post-installation review is extra cost; five-day assistance is optional.

Criteria: System Performance/Compliance

Strengths: MSSQL database (County std.); Remote Patron Authentication is built into the ILS - no additional charge.

Weaknesses: Staff interface is cluttered.

Criteria: Implementation and Integration

Strengths: Self-check is part of the ILS functionality but can support 3rd party vendors.

Weaknesses: Acquisitions fund accounts do not transfer; serial holds do not migrate to new ILS; Inter Library Loan functionality is not compatible with the library's workflow.

Criteria: Overall Presentation

Strengths: Questions were answered.

Weaknesses: Presentation was interrupted due to access need that was not requested in advance.

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable (✓)

Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

JAMES DAY

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Highly Acceptable: Our current vendor with a very good history of service. This vendor has many important customers of libraries of our size in Florida. Strong, known user group (CODR).

Criteria: System Performance/Compliance

Highly Acceptable: Staff client is a very modern and highly customizable software package allowing for a better match to our established workflows. PAC has a highly customizable set of "content modules" which is much like a content management system.

Weaknesses: No opt-in for patrons to keep a list of read books.

Criteria: Implementation and Integration

Highly Acceptable: SirsiDynix releasing new ILS Symphony with many new features to a stable Unicorn base. One Stop system integrates self-checkout, PC scheduling, print management, e-commerce, and RFID. Very detailed implementation and training schedule. As current vendor, can provide more complete data migration.

Criteria: Overall Presentation

Very thorough and professional presentation. Presenters were very knowledgeable, planned ahead, arrived early, and had no technical problems.

Overall Rating:

Highly Acceptable	(X)	Acceptable	()
Marginal	()	Unsatisfactory	()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

JAMES DAY

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Acceptable: The vendor listed several customers in Florida, but none were major public libraries despite their focus on those types of libraries.

Criteria: System Performance/Compliance

Acceptable: System offers pre-notification built-in.
PAC stylesheets and ASP code is customizable.
PAC has no limits for sorting results.
Staff mode has a good finder, can create SQL queries for staff.
Weaknesses: Children's PAC must be purchased separately.
In circulation, items out columns are not sortable.

Unsatisfactory: Did not quote price for all necessary modules or components.

Criteria: Implementation and Integration

Acceptable: Assigned support team of Site Manager and Technician.
New version 4.0 supposedly coming in about one year - unknown features
Weaknesses: Conversion of data from current Dynix ILS will not be as easy or complete.

Criteria: Overall Presentation

Presentation was well done. Presenters were knowledgeable, although a little late and had a few technical problems

Overall Rating:

Highly Acceptable	()	Acceptable	(X)
Marginal	()	Unsatisfactory	()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

Charlene Beamer

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Strengths include an eight day on-site training for up to ten staff per session covering all of the software modules proposed. Four-day system administration course for system administrators to be provided via WebEx. Master Training coupon provides unlimited access to online training throughout the implementation process, continuing to approximately thirty days after the system Go-Live date.

Criteria: System Performance/Compliance

Strengths include patrons having more options when searching the library catalog. For example, searches could include library databases, local libraries holdings, and the web. Staff and patrons alike will have an easier time with searches because the system defaults back to the search screen after placing a hold. Capability of custom tool bars so staff will not have to flip between functionalities. Example, serials may be checked-in with out leaving the cataloging module. Customized wizards streamline the desktop and allow for a less cluttered look while providing staff with all the necessary duties of the circulation desk. Patrons and staff have the ability to suspend a hold and input specific dates as desired.

Criteria: Implementation and Integration

On-site trainer/consultant, on hand for the first two – three days to provide answers, refresher training and assist with fine-tuning policies and parameters if necessary.

Criteria: Overall Presentation

SirsiDynix provided a flawless, professional presentation that included answers to all questions presented by library staff in attendance.

Overall Rating:

Highly Acceptable	(X)	Acceptable	()
Marginal	()	Unsatisfactory	()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

Charlene Beamer

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Strengths include a seven day on-site training for PAC, Patron Services, Cataloging, Acquisitions, Serials and Workflow.

Weaknesses include optional, not standard, live-day assistance. Three days of Syracuse-based training at the library expense.

Criteria: System Performance/Compliance

Strengths include County standard MSSQL database.

Weaknesses include not being able to accept debit or credit cards for payment of fees and fines. Unable to switch patron record if a patron barcode is entered when an item barcode is expected. Unable to designate representatives who can check out and renew items in their names. Unable to allow patrons/staff to suspend a hold and input specific dates. Global updating of the authority records is fee based and is not included in the quote provided. The fund account data will not convert with Polaris.

Criteria: Implementation and Integration

Criteria: Overall Presentation

Polaris representatives were late to the presentation and had technical difficulties during the presentation. As a result, we were not able to evaluate all applications including serials.

Overall Rating:

Highly Acceptable ()

Marginal (X)

Acceptable ()

Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

 Jackson Heinzelman

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Bigger and older company, perhaps not as focused on newer technology

Criteria: System Performance/Compliance

Does not fit County architecture, would be harder to integrate with other applications/systems

Criteria: Implementation and Integration

Closer integration with current system

Criteria: Overall Presentation

Sales Presentation

Needs further technical review from TAT and NASA team!

Overall Rating:

Highly Acceptable ()

Marginal (X)

Acceptable ()

Unsatisfactory ()

Roberts, Tammy

From: Heinzelman, Jackson
Sent: Wednesday, October 24, 2007 11:27 AM
To: Roberts, Tammy
Subject: Presentation Evaluation ILS.doc

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

 Jackson Heinzelman

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training
Very Customer focused

Criteria: System Performance/Compliance
Fits overall County infrastructure, SQL Backend with web front end that we own and can modify

Criteria: Implementation and Integration
Financial data would not be transferred, would require a transition plan, dual entry

Criteria: Overall Presentation
*Customer Focused, answered all questions positively
Needs further technical review from TAT and NASA team!*

Overall Rating:

Highly Acceptable ()
Marginal ()

Acceptable (X)
Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Sirsi Corp

EVALUATION COMMITTEE MEMBER:

Priscilla Glasgow

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Acceptable

Criteria: System Performance/Compliance

Acceptable

Criteria: Implementation and Integration

~~Highly~~ Acceptable

Criteria: Overall Presentation

Acceptable

Overall Rating:

Highly Acceptable ()
Marginal ()

Acceptable (✓)
Unsatisfactory ()

RFP-600174-07/TLR – Integrated Library Automation System

PROPOSERS NAME: Polaris Library Systems

EVALUATION COMMITTEE MEMBER:

Priscilla Glasgow

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Past Performance, qualifications & Training

Acceptable

Criteria: System Performance/Compliance

Acceptable

Criteria: Implementation and Integration

Highly Acceptable

Criteria: Overall Presentation

Acceptable

Overall Rating:

Highly Acceptable ()
Marginal ()

Acceptable (✓)
Unsatisfactory ()



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Tammy Roberts, Senior Procurement Analyst
Purchasing & Contracts

From: Ann Colby, Assistant County Attorney
Ext. 7254

Date: October 29, 2007

Subject: Integrated Library Automation System

In response to your letter dated October 26, 2007, I reviewed the Master Software License and Services Agreement proposed by SirsiDynix for the Integrated Library Automation System. I have no problems with the form and legality of the Agreement; however, it should be reviewed carefully by the Department of Library Services to make sure that the services as detailed are in fact the services desired.

I have no objection to this contract being used in lieu of the County-drafted Agreement provided that its terms are compatible with the Library's needs.

If you have any additional questions regarding this Agreement, please give me a call.

AEC:jjr



MASTER SOFTWARE LICENSE AND SERVICES AGREEMENT

This Master Software License and Services Agreement ("**Agreement**") # _____ is made and entered into this ____ day of _____, 200__ ("**Effective Date**") by and between SirsiDynix, with principal offices at 101 Washington Street SE, Huntsville, Alabama 35801-4827 ("**SirsiDynix**") and _____ ("**Customer**"), having its offices at _____. Collectively, Customer and SirsiDynix shall be referred to as "**Parties**" and individually as a "**Party**."

In consideration of the mutual promises, covenants and representations herein, and upon the terms and conditions set forth below, the Parties agree as follows:

This Software License and Services Agreement is a binding agreement between the Parties for all orders placed by Customer with SirsiDynix and accepted by SirsiDynix for the license of Software and/or the provision of SaaS Services, Support, Professional Services and other services. All orders shall be placed using an Ordering Form, as defined herein, the terms of which are incorporated in this Agreement by reference herein.

1. DEFINITION OF TERMS.

"**Agreement**" means this Master Software License and Services Agreement, Ordering Forms, SaaS Schedule, reference to information contained in a SirsiDynix URL or policy and such other attachments and exhibits that the Parties' authorized representatives may mutually agree to in writing.

"**SaaS Schedule**" means a schedule for SaaS Services if purchased by Customer.

"**SaaS Services**" has the meaning set forth in the SaaS Schedule.

"**Certified Operating Environment**" or "**COE**" means Hardware, operating system, middleware, database products and other software on which SirsiDynix indicates the Software or SaaS Services will operate.

"**Confidential Information**" has the meaning set forth in section 10.

"**Content**" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material which Customer is provided access to by SirsiDynix on a subscription basis pursuant to this Agreement.

"**Customer Data**" means any electronic data, information or material provided or submitted by Customer to SirsiDynix through the Services together with all data, information or material that Customer enters into the Services or has entered on its behalf, or which SirsiDynix is otherwise given access to under this Agreement to perform its obligations.

"**Designated Equipment or Hardware**" means the computer or server comprised of its central processing unit and its major peripherals, including the equipment provided by SirsiDynix and identified as such in the Ordering Form; the equipment provided by Customer, if any, and identified as such in the Ordering Form; and the usual and necessary operating system software provided with the equipment by its manufacturer or purchased by Customer, but excluding networking equipment, communication lines and computer equipment at the other end of such lines.

"**Developed Materials**" means any Intellectual Property created or developed by SirsiDynix, its employees, agents or contractors in the performance of this Agreement.

"**Documentation**" means the user instructions, release notes, manuals and on-line help files in the form generally made available by SirsiDynix, regarding the use of the applicable Software.

"**Error**" means a material failure of the Software to conform to its functional specifications described in the Documentation.

"**Error Correction**" means any bug fixes, modifications, additions, or routines intended to correct the practical adverse effect of an Error.

"**Go Live Date**" means, with respect to the SirsiDynix Software license orders, the date on which the SirsiDynix Software is placed into operational use for normal daily business, including searching the public access catalog and circulating materials.

"**Intellectual Property Rights**" or "**Intellectual Property**" means patent rights (including patent applications and disclosures), copyrights, moral

rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

"**License Period**" means, with respect to Software license or Content orders, the period for which the license is granted to Customer for each Software or Content subscription, as shown in the applicable Ordering Form.

"**Ordering Form**" means either (i) the document executed by the Parties that describes in detail Customer's order-specific information, including but not limited to, description of Software or Services ordered, fees, License Period or Term, or (ii) a Purchase Order.

"**Purchase Order**" means Customer's order to obtain Software or Services pursuant to this Agreement duly signed by a Customer's authorized representative, which incorporates by reference the terms of this Agreement and the written quotation provided by SirsiDynix.

"**Professional Services**" has the meaning set forth in section 4A.

"**Services**" means Professional Services, SaaS Services, Support and/or Training Services.

"**SirsiDynix Software**" means each SirsiDynix-developed or SirsiDynix-owned software product, as listed in the Ordering Form, in machine readable object code (not source code), the Documentation for such product, and any Updates thereto.

"**Software**" means the SirsiDynix Software and Third Party Software.

"**Support**" means with respect to the SaaS Services and/or SirsiDynix Software license orders (i) assistance and workarounds for resolving known problems, (ii) Error Corrections if required in the sole judgment of SirsiDynix to enable the applicable SirsiDynix Software to perform substantially in conformity with the Documentation, and (iii) Updates, all of which are provided under SirsiDynix's Support Policies in effect at the time the Services are provided.

"**Support Policies**" means the technical support and maintenance policies of SirsiDynix, a current version of which can be found at http://www.sirsi.com/uhtbin/custinfo/Cccinfo/support_policies_for_website.pdf.

"**System**" means the total complement of Hardware, SirsiDynix Software, and Third Party Software furnished and maintained by SirsiDynix.

"**Third Party EULA**" means the end user license agreement that either accompanies the Third Party Software or is appended to the Ordering Form.

"**Third Party Software**" means the object code of the software, including Documentation and Updates, listed in the Ordering Form owned by an entity other than SirsiDynix which is sublicensed by SirsiDynix to Customer pursuant to the terms of the Third party EULA.

"**Training Services**" has the meaning set forth in section 4B.

"**Updates**" means the Error Corrections, updates, modifications or enhancements to the Software developed after the effective date of the Ordering Form which SirsiDynix makes generally available to its

customers as part of the Support. Updates exclude new products in which SirsiDynix generally charges a separate license fee.

"User" means an employee, agent, or contractor of Customer that has been authorized by Customer, and assigned a unique username-password combination, to access and use the Software, Content or SaaS Services.

2. SOFTWARE LICENSE ORDERS.

A. License Grant. Subject to the terms and conditions of this Agreement, including but not limited to the use rights, license scope rules and definitions described in the applicable Ordering Form and subject to payment of the applicable fees, SirsiDynix hereby grants to Customer a limited, non-exclusive, personal, non-transferable license, for the License Period to (i) install, run and use the Software on the Designated Equipment and COE solely for Customer's own business operations and solely as enabled by the license key or keys, (ii) use the Documentation in connection with such use of the Software, and (iii) access Content, if purchased by Customer, on a subscription basis. The server Software shall not be simultaneously loaded and operated on more than one hardware platform.

B. Third Party Software. If no Third Party EULA is provided, the terms and conditions applicable to the Third Party Software shall be governed by the terms and conditions of this Agreement. The terms and conditions applicable to any Third Party Software will otherwise be governed by the applicable Third Party EULA. In the event of a conflict, the Third Party EULA will take precedence over the terms of this Agreement.

C. Copies. Customer may make a reasonable number of machine-readable copies of the Software solely for internal backup or archival purposes. All Intellectual Property Rights notices must be reproduced and included on such copies. Customer shall maintain accurate and up-to-date records of the number and location of all copies of the Software and inform SirsiDynix in writing of such number and location upon request.

D. License Restrictions. Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Software, or SirsiDynix's or its licensors' Intellectual Property or Confidential Information; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Software, Intellectual Property or Confidential Information of SirsiDynix or its licensors to any user other than Customer's employees and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Agreement; provided however that Customer may extend to library users, other libraries, and third party entities online data inquiry access to the Software module provided for that purpose (i.e. public access catalog); (iv) write or develop any derivative software or any other software program based upon the Software, the Intellectual Property or Confidential Information of SirsiDynix or its licensors; (v) modify, adapt, translate or otherwise make any changes to the Software or any part thereof; (vi) use the Software, the Intellectual Property or Confidential Information of SirsiDynix or its licensors to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis; (vii) disclose or publish, without SirsiDynix's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Software; or (viii) otherwise use or copy the Software except as expressly permitted herein. Content accessed on a subscription basis (i) may not be modified, (ii) may be used solely for Customer's own use and (iii) may not be used as part of a commercial time-sharing or service bureau or in any resale capacity.

E. Additional Licenses. Customer may purchase additional Software or Content licenses or otherwise expand the scope of such license granted under an Ordering Form, upon SirsiDynix's receipt and acceptance of a new Ordering Form specifying the foregoing, and upon Customer's

payment of additional license fees, if applicable, for such expanded scope.

F. Dedicated Servers. All servers that are part of the System shall be dedicated servers and shall only contain software and content for, and shall only be operated for the purposes of, the System. Failure to comply with this requirement by Customer may result in SirsiDynix's voiding its warranties made under this Agreement and/or terminating Support.

3. SUPPORT.

A. General. Support shall be provided under SirsiDynix's Support Policies in effect at the time the services are provided. The Support Policies, incorporated in this Agreement, are subject to change at SirsiDynix's discretion; however, SirsiDynix will not materially reduce the level of services provided during the period for which Support fees have been paid.

SirsiDynix reserves the right to correct Errors in the latest version of the Software. Updates are provided when available, and SirsiDynix is under no obligation to develop any future programs or functionality.

Customer agrees to report all suspected Errors and questions through its authorized support contact. Reports will include all pertinent information regarding Customer deployment of the Software and the circumstances under which the problem occurred. When submitting a Support service request, the support contact should have a baseline understanding of the problem encountered and the ability to reproduce the problem in order to assist SirsiDynix in diagnosing and triaging the problem.

SirsiDynix is under no obligation to provide Support with respect to: (i) Software that has been altered or modified by anyone other than SirsiDynix; (ii) a release of Software for which Support has been discontinued; (iii) discrepancies that do not significantly impair or affect the operation of the Software; (iv) SirsiDynix Software used on a computer or operating system other than a COE; (v) any violation of the terms and conditions of this Agreement; or (vi) any systems or programs not supplied by SirsiDynix or not covered by the Ordering Form.

B. SirsiDynix Software Support. Starting on the Go Live Date, during the License Period, and as long as Customer is current on its payments of Support fees (as described in this Agreement and the Ordering Form), SirsiDynix shall provide Support for the SirsiDynix Software listed on the Ordering Form). Support shall be provided on an annual basis. Following the first anniversary of the initial Support term, and unless the License Period has expired, Support services shall be automatically renewed from year to year unless Customer gives written notice 60 days prior to the end of the initial Support period or any extension thereof, of its intention to terminate the Support service.

During the term of the License Period, in the event that Support Services lapse, a reinstatement fee shall be assessed, equal to 100% of the aggregate Support fee that would have been payable during the period of lapse, based on the list price for Support Services at the time of reinstatement. In order to reinstate Support for licenses with products not currently supported by SirsiDynix, Customer must migrate its program licenses to currently available releases.

Support must be ordered for all copies of the SirsiDynix Software and for all elements of the SirsiDynix Software under an Ordering Form, which are used conjunctively by Customer.

C. Third Party Software and Hardware Support. Unless otherwise noted in an Ordering Form, SirsiDynix will provide first line support for Third Party Software and Hardware listed on an Ordering Form in accordance with SirsiDynix's then-current Support policies.

4. OTHER SERVICES.

A. Professional Services. Customer may obtain, at its sole option, professional services such as consulting, data services, site planning, configuration, integration and deployment of the Software, as mutually agreed to and described in the applicable Ordering Form ("Professional Services").

B. Training Services. Customer may obtain, at its sole option, training courses for its personnel, as mutually agreed to and described in the applicable Ordering Form ("Training Services").

C. Additional & Change Orders. Customer may purchase additional Services upon SirsiDynix's receipt and acceptance of a new Ordering Form specifying the foregoing, and upon Customer's payment of additional fees, if applicable. Either Party may propose a change order to add to, reduce or change the work ordered in the Ordering Form. Each change order shall specify the change(s) to the services or deliverables, and the effect, if any, on the schedule and on SirsiDynix's compensation, due to the change. SirsiDynix shall not implement a change order unless it is executed by the Parties. In the event of any delay in Customer's performance of any of the obligations set forth herein or any other delays caused by Customer, the milestones and fees set forth in the Ordering Form shall be adjusted as reasonably necessary to account for such delays, in accordance with the provisions of this section 4C.

D. Estimated Time/Cost Overruns. This section applies if the Professional Services or Training Services ordered under the Ordering Form are not compensated on a fixed-price (total flat fee) basis, e.g., work compensated on a time and materials basis or under an estimated "cap" with fixed hourly rates. SirsiDynix shall track its progress of the work against the estimated schedule/milestones and the budgeted cost of performance, and provide a written report to Customer of such progress with each invoice. SirsiDynix shall promptly report to Customer at the earliest time it discovers that the time or cost of performance of the Professional Services or Training Services will exceed the estimated time and/or cost authorized in the Ordering Form, and in any event before proceeding with the portion of the Professional Services or Training Services that will cause the estimated time and/or cost to exceed the then-current estimate(s). In such report, SirsiDynix shall explain in reasonable detail the reason(s) for the anticipated time and/or cost overrun and shall estimate the revision in the estimated time and/or estimated costs necessary to complete the work. SirsiDynix shall not perform such additional work or any work performed in excess of any estimated "cap" identified in the Ordering Form, unless the Parties have executed a change order pursuant to section 4C above.

5. HARDWARE.

Risk of loss on all Hardware passes to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker, which shall constitute delivery to Customer. Thereafter Customer will be responsible for risks of loss or damage, except for loss or damage caused by SirsiDynix in the process of installation. Title to the Hardware shall pass to Customer on SirsiDynix's placement of the Hardware with a common carrier or licensed trucker.

6. COOPERATION AND ASSISTANCE.

A. Cooperation. Customer shall provide SirsiDynix with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by SirsiDynix in order to provide the Services, including, but not limited to, providing Customer Data, security access, information, and software interfaces to Customer's applications, and Customer personnel, as may be reasonably requested by SirsiDynix from time to time.

B. Personnel; Remote Access. SirsiDynix shall provide reasonably sufficient personnel to perform the Services required by the Ordering Form. SirsiDynix's personnel performing the Services may be either SirsiDynix employees or contractor personnel, and in either case shall comply with Customer's reasonable rules and regulations while on Customer's premises. Customer agrees to provide SirsiDynix with access to and use of Customer's personnel, facilities and equipment to the extent necessary for SirsiDynix to perform the Services. For installation of the System, Customer shall ensure that SirsiDynix's assigned technical personnel are able to access the System remotely. Customer shall be responsible for providing access through any security measures it deems necessary. SirsiDynix alone shall decide whether access to the System is sufficient for installation purposes. Ordering Forms may set forth additional details regarding SirsiDynix's access to and use of Customer's personnel, facilities and equipment.

C. Enforcement. Customer shall ensure that all Users and any third parties comply with the terms and conditions of this Agreement. Customer shall promptly notify SirsiDynix of any suspected or alleged violation of the terms and conditions of this Agreement and shall provide information to SirsiDynix with respect to: (i) investigation by SirsiDynix of any suspected or alleged violation of this Agreement and (ii) any action by SirsiDynix to enforce the terms and conditions of this Agreement.

7. OWNERSHIP.

A. Software. All rights not expressly granted in this Agreement are reserved by SirsiDynix and its licensors. Customer acknowledges that: (i) all Software is licensed and not sold; (ii) by accepting the license set forth in this Agreement, Customer acquires only the right to use the Software and SirsiDynix, or its licensors, shall retain sole and exclusive ownership and all rights, title, and interest in, including Intellectual Property Rights embodied or associated with, the Software and all copies and derivative works thereof (whether developed by SirsiDynix, Customer or a third party); and (iii) the Software, including the source and object codes, logic and structure, constitute valuable trade secrets of SirsiDynix and its licensors. Customer agrees to secure and protect the Software consistent with the maintenance of SirsiDynix's and its licensors' rights in the Software, as set forth in this Agreement.

B. Developed Materials. SirsiDynix retains all rights, title and interest in any and all Developed Materials, all training and procedural materials used or in any manner employed by SirsiDynix in the provision of Professional Services or other Services under this Agreement, which may be developed for Customer through the reimbursed or unreimbursed efforts of SirsiDynix employees or agents. To the extent Developed Materials may be included with or embodied in any deliverables delivered to Customer hereunder, SirsiDynix grants Customer, upon full payment of the applicable fees and charges, a personal, irrevocable, nonexclusive, worldwide, royalty-free license to, during the License Period, use, execute, reproduce, display, perform, distribute internally, and prepare for internal use only derivative works based upon the Developed Materials in each case solely in conjunction with the deliverable provided in connection with the Ordering Form. Customer acknowledges that SirsiDynix may use works for third parties that are based upon, similar or identical to the deliverable. The license restrictions set forth in section 2 apply to Developed Materials.

C. Content. Customer further acknowledges that all Content, excluding any Customer Data, is proprietary to SirsiDynix or its licensors, and SirsiDynix or such licensors retain exclusive ownership of the same throughout the world, including all Intellectual Property Rights embodied therein.

D. Customer Data. SirsiDynix disclaims ownership of any and all Customer Data, all bibliographic, authority, item, fine, patron, and other data loaded to, created and/or entered into Customer's database or supplied to SirsiDynix by Customer.

8. WARRANTIES; DISCLAIMER.

A. SirsiDynix Software. SirsiDynix warrants that, for a period of 90 days from the Go Live Date, the SirsiDynix Software will operate in all material respects in conformity with the Documentation so long as Customer has incorporated all Error Corrections and Updates to the SirsiDynix Software that SirsiDynix has made available to Customer.

B. Remedies. If the SirsiDynix Software does not perform as set forth in the Documentation, SirsiDynix shall use commercially reasonable efforts to correct Errors. As Customer's exclusive remedy for any claim under this warranty, Customer shall promptly notify SirsiDynix in writing of its claim. Provided that such claim is determined by SirsiDynix to be SirsiDynix's responsibility, SirsiDynix shall, within 30 days of its receipt of Customer's written notice, (i) correct such Error; (ii) provide Customer with a plan reasonably acceptable to Customer for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from SirsiDynix, then SirsiDynix or Customer may terminate the SirsiDynix Software license and Customer will be entitled to an equitable adjustment in the fees paid for the affected SirsiDynix Software at SirsiDynix's discretion. The preceding warranty cure shall constitute

SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein. If Customer elects not to terminate the SirsiDynix Software license for the affected portion of the Software, Customer waives all rights for the applicable warranty cure set forth herein.

C. Exclusions. SirsiDynix is not responsible for any claimed breach of any warranty set forth in section 8A or 8B caused by: (i) modifications made to the System by anyone other than SirsiDynix; (ii) the combination, operation or use of the System components with any items not supplied by SirsiDynix to Customer; (iii) Customer's failure to use any new or corrected versions of the System components made available by SirsiDynix; (iv) SirsiDynix's adherence to Customer's specifications or instructions; or (v) Customer deviating from the SirsiDynix Software operating procedures described in the Documentation.

D. Professional Services. SirsiDynix warrants that the Professional Services provided under this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. Customer's exclusive remedy, and SirsiDynix's entire liability, shall be the re-performance of the Service or an equitable adjustment in the fees paid for the affected Professional Services, at SirsiDynix's discretion. The preceding warranty cure shall constitute SirsiDynix's entire liability and Customer's exclusive remedy for cure of the warranty set forth herein.

E. Third Party Software and Hardware.

SirsiDynix warrants that it is an authorized distributor of the Hardware and Third Party Software and that with the execution of the Ordering Form, Customer will have the right to use the Third Party Software in accordance with the terms and conditions of the Third Party EULA or of this Agreement if no Third party EULA is provided.

Hardware warranties shall be governed by the manufacturer's warranty. Such warranties begin on shipment of the third party products from the manufacturer, whether shipment is to SirsiDynix or to Customer. SirsiDynix makes no warranties of any kind with respect to the Hardware.

Third Party Software warranties, if any, shall be governed by the terms of the Third Party EULA. SirsiDynix makes no warranties of any kind with respect to Third Party Software.

G. Disclaimer. THE WARRANTIES SET FORTH IN SECTION 8A, 8B, 8D AND 8E OF THIS AGREEMENT ARE IN LIEU OF, AND SIRSIDYNIX, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT THE SIRSIDYNIX SOFTWARE, DOCUMENTATION, DELIVERED MATERIALS OR CONTENT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY SIRSIDYNIX, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

9. FEES, TAXES, PAYMENT.

A. Fees and Payment Terms. Fees or other charges for licenses, products, and Services shall be as specified in the Ordering Form. Fees are exclusive of, and Customer is responsible for, shipping costs. Invoices shall be considered past due 30 days after the date shown thereon. Past due balances are subject to the lesser of a 1½% per month interest charge (18% per annum) or the highest rate allowed by law. Unless expressly provided otherwise in the Ordering Form, fees paid or payable for Software licenses or Support are not contingent under any circumstances upon the performance of any Professional Services (including implementation services) or Training Services.

B. Taxes. Unless otherwise noted, the prices in this Agreement do not include taxes. Customer agrees to pay any taxes, other than those

based on SirsiDynix's net income, arising out of this Agreement. If Customer has tax exempt status, Customer agrees to send SirsiDynix a copy of its tax-exempt certificate prior to execution of this Agreement. Customer agrees to indemnify SirsiDynix from any liability or expense incurred by SirsiDynix as a result of Customer's failure or delay in paying taxes due.

10. CONFIDENTIALITY.

SirsiDynix acknowledges that Customer may be subject to freedom of information legislation and further acknowledges that such legislation may take precedence over the confidentiality provisions of this section as they apply to Customer.

By virtue of this Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing Party ("**Confidential Information**"). Confidential Information of SirsiDynix and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of this Agreement, all trade secrets, software, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of SirsiDynix and its licensors relating to or embodied in the Software or Documentation. SirsiDynix's placement of a copyright notice on any portion of any Software or any update to such Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of SirsiDynix.

Except as expressly permitted any law, each Party will protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that each such Party uses to protect its own non-public and confidential information, but in no event less than a reasonable amount of care. Neither Party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither Party will disclose to third parties the other's Confidential Information without prior written consent of the other Party.

Information shall not be considered Confidential Information to the extent, but only to the extent, that the disclosing Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by one Party without reference to any Confidential Information of the other; or (v) is required to be disclosed by law provided the receiving Party has promptly notified the disclosing Party of such requirement and allowed the disclosing Party a reasonable time to oppose such requirement.

11. INDEMNIFICATION.

SirsiDynix will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the SirsiDynix Software or SaaS Services infringe a third party's intellectual property rights ("Claim"). For purposes of this section, "Intellectual property rights" means any USA patent, registered copyright, trade secret or registered trademark. SirsiDynix will indemnify Customer against all damages and costs attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to SirsiDynix; (ii) gives SirsiDynix sole control of the defense and settlement of the Claim; (iii) provides SirsiDynix, at SirsiDynix's expense, with all available information and assistance relating to the Claim and cooperates with SirsiDynix and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with SirsiDynix.

SirsiDynix has no obligation to the extent any Claim results from: (i) Customer having modified the SirsiDynix Software or SaaS Services or used a release other than a current unaltered release of the SirsiDynix Software, if such an infringement would have been avoided by the use of a current unaltered release of the SirsiDynix Software or SaaS Services,

or (ii) the combination, operation or use of the SirsiDynix Software or SaaS Services with software or data not provided under this Agreement.

If it is adjudicated that an infringement of the SirsiDynix Software or SaaS Service by itself and used in accordance with this Agreement infringes any USA patent, registered copyright, trade secret or registered trademark, SirsiDynix shall, at its option: (i) procure for Customer the right to continue using the SirsiDynix Software or the SaaS Service; (ii) replace or modify the SirsiDynix Software or the SaaS Service so it becomes non-infringing; or (iii) (a) with respect to the SirsiDynix Software license: remove the SirsiDynix Software in question and refund its net book value based on a straight-line basis over a five year period commencing on the Go Live Date and (b) with respect to SaaS Services: terminate such Service and refund any prepaid fees for SaaS Services after the date of termination.

This section states SirsiDynix's entire obligation to Customer and Customer's sole remedy for any claim of infringement.

12. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY LAW, SIRSIDYNIX'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THIS AGREEMENT) TO CUSTOMER AND ANY THIRD PARTIES UNDER THIS AGREEMENT, EXCLUDING LIABILITY PURSUANT TO SECTION 11 (Indemnification), WILL BE LIMITED TO THE PAYMENTS MADE BY CUSTOMER DURING THE PREVIOUS 12 MONTHS FOR THE PRODUCT OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM. IN NO EVENT WILL SIRSIDYNIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SIRSIDYNIX HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SIRSIDYNIX BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR TREBLE DAMAGES ARISING FROM CUSTOMER'S OR ITS USER'S USE OF THE WEBSITES, CONTENT OR DATABASE IN ANY MANNER, INCLUDING WITHOUT LIMITATION ANY CLAIM RELATING TO THEIR USE OR INABILITY TO USE THEM, OR THE ACCURACY OF THEIR CONTENT. NO CLAIM ARISING OUT OF THIS AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF TWO YEARS OR THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

13. TERMINATION.

Either Party may terminate this Agreement immediately upon written notice if the other Party commits a non-remediable material breach of this Agreement or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of such breach. Customer acknowledges that its distribution or use of the Software or SaaS Services in violation of this Agreement constitutes a non-remediable material breach. Following termination of this Agreement (for whatever reason), each Party will deliver to the other any property of the other Party in its possession or control in good condition, reasonable wear and tear excepted. Upon SirsiDynix's request, Customer agrees to certify that it has returned or destroyed all copies of the Software, Developed Materials and Confidential Information and acknowledges that its rights to use the same are relinquished. Neither Party will be liable for any damages arising out of the termination of this Agreement, provided that such termination will not affect any right to recover damages sustained by reason of material breach or any payments owing under the Agreement.

Where the non-breaching Party has a right to terminate this Agreement, the non-breaching Party may at its discretion either terminate this Agreement or the applicable Ordering Form, or terminate this Agreement in respect of those parts of the Agreement which can be severed from the remainder and which provide for the performance of those obligations which the breaching Party has not performed.

14. GENERAL.

A. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control. This provision does not relieve Customer of its obligation to make payments then owing.

B. Assignment. SirsiDynix may assign this Agreement and all of its rights and obligations herein without Customer's approval to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity. Neither Party may otherwise assign or transfer this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld.

C. Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software are acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

D. Export. If Customer exports any of the Software, it must comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law. Customer shall not knowingly, directly or indirectly, without prior written consent, if required, of the office of Export Administration of the US Department of Commerce, export or transmit any of the Software to any country to which such transmission is restricted by applicable regulations or statutes.

E. Compliance. During the term of this Agreement and for a period of one year following its termination, Customer shall maintain and make available to SirsiDynix records sufficient to permit SirsiDynix or an independent auditor retained by SirsiDynix to verify, upon ten days' written notice, Customer's full compliance with the terms and requirements of this Agreement. Such audit shall be performed during regular business hours. If such verification process reveals any noncompliance by Customer of this Agreement, Customer shall reimburse SirsiDynix for the reasonable costs and expenses of such verification process (including, but not limited to the fees of an independent auditor) incurred by SirsiDynix, and Customer shall promptly cure any such noncompliance; provided, however, that the obligations under this section does not constitute a waiver of SirsiDynix's termination rights.

F. Notices. Any notice required or permitted to be sent under this Agreement shall be delivered by hand, by overnight courier, by facsimile, or by registered mail, return receipt requested, to the address of the Parties first set forth in this Agreement or to such other address of the Parties designated in writing in accordance with this subsection.

G. Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither Party may bind the other Party or act in a manner which expresses or implies a relationship other than that of independent contractor.

H. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

I. Survival. The following provisions will survive any termination or expiration of this Agreement or an Ordering Form: 1, 2B, 2C, 2D, 6C, 7, 8B, 8C, 8G, 9, 10, 12, 13, and 14.

J. No Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

K. Modification. No modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

L. Section Headings. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

M. Entire Agreement. This Agreement constitutes the Parties' entire agreement relating to its subject matter. It cancels and supersedes all prior or contemporaneous oral or written communications, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter during its term. It also replaces any prior contractual agreements between the Parties for SirsiDynix-provided products and services.

N. Order of Precedence. In the event of a conflict between an Ordering Form and this Agreement, this Agreement shall prevail, provided however, that such standard variable terms such as price, quantity, tax, exempt status, payment terms, shipping instructions and the like shall be specified on each Ordering Form. All pre-printed terms of any Purchase Order shall have no effect. In the event of a conflict between the terms of this Agreement and a Third Party EULA, the Third Party EULA will take precedence over the terms of this Agreement in accordance with section 2C.

O. Third Party Beneficiaries. All rights and benefits afforded to SirsiDynix under this Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of this Agreement, with respect to the Third Party Software.

P. Counterparts. The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

IN WITNESS WHEREOF, the Parties have caused this Agreement, which shall inure to the benefit of and be binding upon the successors of the respective Parties, to be signed and entered as of the Effective Date.

SIRSIDYNIX

CUSTOMER

By: _____

By: _____

Name _____

Name _____

Title: _____

Title: _____



Electronic Library Proposal
for the
Seminole County Public Library System

November 16, 2007

The following is SirsiDynix's financial proposal for a complete Symphony electronic library system, including software licensing, education and documentation, policy configuration, data loading and indexing, server hardware and ongoing system maintenance and enhancements.

Software support includes toll-free telephone consultation service and 24-hour, 7-day emergency support from SirsiDynix's Client Care Center, and all future enhancements released by SirsiDynix for the Symphony modules licensed.

Prices and products presented here are valid for 90 days from the date of this proposal unless otherwise specified in the Statement of Work.

SirsiDynix may add and/or substitute equivalent products for any third party items quoted in the event of product unavailability, software requirements and/or model number changes.

INVESTMENT SUMMARY

<i>Description</i>	<i>License & 1st Year Software Support</i>	<i>Estimated 2nd Year Software Support</i>	<i>Estimated 2nd Year Subscription</i>
SOFTWARE SUBTOTAL	\$ 122,520	\$ 40,174	\$ 9,806
SIRSIDYNIX PROFESSIONAL SERVICES SUBTOTAL	\$ 80,450	N/A	N/A
SIRSIDYNIX HARDWARE SUBTOTAL	\$ 1,693	3 Year Warranty	N/A
TOTAL SYSTEM COST	\$ 204,663	\$ 40,174	\$ 9,806

Statement of Work

SirsiDynix has quoted our base package of licensed Symphony software, including:

- o Cataloging with authority control (including community information, Dublin core, and local metadata formats)
- o Circulation (including inventory and offline circulation)
- o HTML web OPAC
- o Native report writer (including email notification system)
- o NISO Z39.50 client/server modules
- o Embedded Oracle RDBMS license
- o Complete electronic documentation

This Level 3 license is valid for one library with a database of up to 750,000 bibliographic records (i.e., titles). The staff software, WorkFlows Java, is licensed for 75 concurrent staff users (based on the number of staff users logged on at any given time; does not include OPAC users, which are unlimited). There are no other limits on file sizes.

Added to the base package are the following integrated modules and services:

- o Enrichment Content includes Tables of Contents, Summaries, First Chapters/Excerpts, Author Notes, and reviews from Publisher's Weekly, Library Journal, Special Library Journal, Criticas, and Choice.
- o ReferenceLibrarian enhances the OPAC with Kids' Library, Find it Fast, and Have You Read pre-defined searches.
- o SmartPort, SirsiDynix's Z39.50 copy cataloging and authority control utility, streamlines the process of identifying and capturing descriptive bibliographic records and authority records. With SmartPort, technical services staff can simply and rapidly search any designated Z39.50 bibliographic and authority databases and download appropriate records for local editing.
- o Acquisitions and Fund Accounting provides efficient online tracking of materials from ordering through claiming,

receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together.

- o 9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems (e.g., B&T TSII and Ingram's iPage)

- o Electronic Data Interchange (EDI) facilitates electronic communication with your materials vendors. EDI supports the claim/claim response, invoice, and functional acknowledgment transactions and can electronically transmit and receive information using the X12 protocol.

- o Serials Checkin and Control manages the prediction, receipt, and routing of all serial subscriptions, generating and maintaining a separate MARC holdings record for each subscription. Managing orders and renewals is fully integrated with Acquisitions. As the library receives individual issues, Serials Control automatically predicts the next expected issue based on the serials publication pattern.

To implement the proposed Symphony system for the Library, SirsiDynix has included a deluxe migration package, which includes conversion and migration to Symphony of all viable bibliographic, item, authority, patron, and circulation transaction (current charges, bills, and holds) data as well as funds, vendors, open POs and basic serials data. As a current Dynix customer, we have also included (at no charge) data extraction from your current Dynix system.

SirsiDynix's migration package includes an implementation team consisting of a Project Manager, Database Specialist, System Engineer and Trainer, responsible for all SirsiDynix software set-up, configuration assistance and policy generation.

- o SureStart Telephone Consulting for new customers is an additional layer of consulting support designed to smooth your transition to a production environment. SureStart is a continuing dialog with an experienced librarian who can help you take the things you learned in training and apply them to your specific processes. The goal of SureStart Services is to help you make the most of your data, your operations, your existing resources, and the help mechanisms already available through SirsiDynix. To that end, SureStart is a resource for your entire library, not just your system administrator.

SureStart begins no later than the week you go live, but we recommend that it begin one to two weeks before your Go Live date. We will work closely with you and your Project Manager to determine the optimal start date. Typically SureStart consists of 10 consecutive weekly calls, followed by 9 consecutive monthly calls. SureStart will carry you through your first year with Symphony. If you would like to extend the monthly consulting into additional years, you can purchase SureSailing services on a yearly basis.

The API class is included for one Seminole staff member at no additional cost and can be taken either via WebEx or else at the SirsiDynix Huntsville location. Staff travel expenses not included.

Training and consulting services include:

- o Pre-install Consultation Visit: your project manager will conduct a 3-day onsite visit to assist your library with system policy development, data mapping from your current system, and migration planning.

- o (8) days of on-site training for up to ten staff per session covering all of the software modules proposed (a not-to-exceed travel amount has been included and includes the pre-install visit, the 8 days of onsite applications training and the one day EPS onsite training. This will include up to 4 trips.)

- o A four-day system administration course for system administrators to be provided via WebEx

- o Master Training Coupon provides unlimited access to online training throughout your implementation process, continuing to approximately 30 days after your system Go-Live.

SIRSIDYNIX SOFTWARE

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>License & 1st Year Software Support</i>	<i>Estimated 2nd Year Software Support</i>	<i>Estimated 2nd Year Subscription</i>
Symphony Package LVL3 (200K-750K) Titles			\$ 42,500	\$ 15,300	
Symphony Package LVL3 (200K-750K) Titles	ea	1	Included		
<i>Description:</i> The fully-integrated Symphony ILS includes Bibliographic and Authority Control, Circulation, Backup Circulation, and Reports modules. The package also includes extensive electronic documentation, an Oracle embedded license, and a Z39.50 server. Your license supports up to 750K titles.					
Bibliographic Control system with Z39.50 Version 3 Server	ea	1	Included		
<i>Description:</i> Symphony fully supports MARC21 formats for bibliographic and authority records, including ANSI/NISO Z39.2/ISO2709 standards for record structure, content designations defined by each MARC format, and content standards such as ISBD, AACR2, LCSH, ANSI/NISO Z39.44. Symphony supports the Z39.85 Dublin Core Metadata Element Set as a record catalog format. You may specify custom formats for the catalog. Symphony's Z39.50 server allows queries from Z39.50 clients.					
Authority Control	ea	1	Included		
<i>Description:</i> The Authority Control module links authority-controlled bibliographic headings with corresponding authority records through an ANSI-standard thesaurus. Symphony supports multiple authority files such as LC Names, LC Subjects file, MeSH, LC Children's, local authorities. Symphony includes a machine-proposed authority feature for creating minimal level authority records generated from entries in bib records. Symphony validates bib headings as they are added or changed, and updates all linked bibliographic headings by editing the authority record. Symphony automatically 'deblinds' references.					
Circulation Control	ea	1	Included		
<i>Description:</i> Symphony's three dimensional policy matrix allows you to define the precise terms under which items can be circulated to users from various locations. The library-defined Circulation Map is a matrix of policies that control the circulation, loan period, grace period, and billing structure of library materials based upon user profile, item type, and library location. Symphony accommodates the production of overdue notices, billing notices, and request-available notices. You determine the text on all notices.					
Backup Circulation Software	ea	1	Included		
<i>Description:</i> If the server is unavailable, Backup Circulation Software enables your staff to continue circulation transactions, including checkin, checkout, renewing items, and registering users. A report updates circulation workstations with files of delinquent, blocked and barred patrons at your preferred frequency (e.g., daily, weekly). This alerts staff to a user's status at time of checkout, supporting uninterrupted enforcement of library policies relative to user privileges. For delinquent users, staff can optionally override and proceed.					
User Request & Information Module	ea	1	Included		
<i>Description:</i> With the User Request & Information module, library users can create and view Symphony requests through the OPAC, e.g., hold requests. Other examples include online Address Change forms, Research Assistance requests, Suggest for Purchase, and ILL forms.					
Bath Server Profile Compliance	ea	1	Included		
<i>Description:</i> We comply with Bath Profile release 1.0 and most of release 2.0 Functional Area A. With respect to Functional Area B, we comply with Release 1.0. Functional Area B of Release 2.0 is under review by an ISO Committee. Symphony complies with Z39.50 level three (client and server), provides broadcast searching as a standard, and complies with Bath Profile level one. Symphony is standards based, so the system will be compatible with current and emerging standards-based products and services.					
Reporting Module and MARC Import/Export Utilities	ea	1	Included		
<i>Description:</i> Symphony comes with a comprehensive suite of over 500 customizable report templates, designed to provide management statistics, working lists, notices and database management tools across all system modules. Reports can be scheduled to run automatically and unattended according to a pre-set timetable, with results directed to the user(s) who need them. Reports can also be launched on demand from any Symphony staff workstation, and the resulting report output directed to a word processing or spreadsheet application on that user's desktop. Symphony includes a Bibliographic Record					

Loader to transfer records you import from any MARC compliant source to your local catalog.					
Complete Electronic System Documentation	ea	1	Included		
<i>Description:</i> Symphony electronic documentation provides detailed content-sensitive instructions on the use of any WorkFlows command. Help screens are delivered with fly-by, hypertext and balloon help features. A CONTENTS directory lists complete system documentation in addition to a topical INDEX and a FIND comprehensive word search. Online help files are active across all modules.					
Oracle Embedded License	ea	1	Included		
<i>Description:</i> The Oracle Embedded License for Symphony is a license to use the Oracle database sold to run with the Symphony application. With the embedded Oracle license, you can use third party SQL and ODBC applications like Crystal Reports, ReportSmith, and even Excel or Access against the Symphony system for read-only access; it will go through the Symphony SQL connection that is delivered with the system. The SirsiDynix API subscription is recommended for sites who wish to take advantage of 3rd party tools for read-only access to the database.					
Oracle Embedded Annual Support	ea	1	Included		
<i>Description:</i> SirsiDynix is responsible for Oracle support and updates as needed to support our application at our sole discretion.					
iBistro LVL3 Public Access Web System	ea	1	Included		
<i>Description:</i> iBistro Suite: Includes Public Access Catalog, Web Catalog Interface, My Favorites, Most Popular, Buy Now, Announcements					
Symphony LVL3 ReferenceLIBRARIAN	ea	1	\$ 1,350	\$ 486	
<i>Description:</i> ReferenceLibrarian enhances the OPAC with Kids' Library, Find-it-Fast, and Have-You-Read pre-defined searches.					
Additional Branch Fee (per service agency)	ea	4	\$ 3,000	\$ 1,080	
<i>Description:</i> This license fee applies for each additional service agency.					
WorkFlows for Windows Concurrent User License	ea	75	\$ 13,125	\$ 4,725	
SmartPORT Concurrent User	ea	5	\$ 3,125	\$ 1,125	
<i>Description:</i> You may add one additional SmartPORT Z39.50 copy cataloging client user license for this price. SmartPORT enables staff to locate a record in a Z39.50-compliant database and to import the record to your own database.					
Symphony LVL3 Serials Checkin and Control	ea	1	\$ 4,950	\$ 1,782	
<i>Description:</i> The Serials Control module includes all tools needed to manage subscriptions to journals, series, and supplements. Staff can predict, receive, claim, and route issues. Serials Control utilizes MFHD using the standard holdings tags embedded in the bib record; Serials Control is SISAC compliant.					
Symphony LVL3 Acquisitions and Fund Accounting	ea	1	\$ 4,950	\$ 1,782	
<i>Description:</i> Acquisitions and Fund Accounting provides efficient online tracking of materials from ordering through claiming, receiving, invoicing, and processing. Firm orders, gifts, subscriptions, approval, and standing orders are all easily accommodated and can be tracked separately or together.					
Symphony LVL3 Electronic Data Interchange (EDI)	ea	1	\$ 2,450	\$ 882	
<i>Description:</i> Our EDI Transaction Manager facilitates the transfer of order or subscription information between your library and your vendors using standard transaction sets such as those defined in the X12 protocols. This report suite interacts					

with the Acquisitions and/or Serials modules to send, resend, and receive EDI transmissions, and to acknowledge that the transmittal has been sent or received.

9XX Order Interface for Acquisitions	ea	1	\$ 1,200	\$ 432
<i>Description:</i> 9XX Order Interface automatically loads bibliographic and order information from online acquisitions systems (e.g., B&T TSII and Ingram's iPage)				
Symphony LVL3 Outreach Services	ea	1	\$ 2,700	\$ 972
<i>Description:</i> The Outreach Services module automates and streamlines the processes required to deliver materials to homebound patrons who cannot physically enter the library, as well as nursing home residents, institutionalized patrons in schools, prisons, and daycares, and persons living in remote areas. These processes include the establishment of a special patron record; creation of patron interest profiles and reading histories; and the easy selection, delivery, and return of items.				
Enriched Content Basic Public Subscription (Per Circ)		2,500,000	\$ 10,000	\$ 9,500
<i>Description:</i> Price is Per Circ. Enrichment Elements include: Tables of Contents, Summaries, First Chapters/Excerpts, Author Notes, and reviews from Publisher's Weekly, Library Journal, Special Library Journal, Criticas, and Choice.				
Ibistro upgrade to EPS, LVL3	ea	1	\$ 1,250	\$ 450
<i>Description:</i> Enterprise Portal Solution (EPS) is a single interface to all relevant, high-quality information, resources, and services you offer, including books from your collection, databases, digital archive, RSS feeds, virtual reference, ILL - even powerful federated search capabilities - in contexts that make sense. Rooms is an innovative context management technology that forms the centerpiece of EPS, to build subject-based virtual "Rooms" of high-quality content from any source. EPS makes information discovery for users and Web management for library staff much easier and more efficient. EPS offers searching precision by providing for strategic contextual searches, not just federated searches.				
EPS/Rooms Builder, LVL 3	ea	1	\$ 5,000	\$ 1,800
<i>Description:</i> Rooms Builder allows you to configure EPS/Rooms and add your own custom Rooms and Content Modules				
Collection Agency Interface(per institution)	ea	1	\$ 3,500	\$ 1,260
<i>Description:</i> Collection Agency Interface communicates with Unique Management and other collection agencies for automatic referral of delinquent patrons				
4 Port SirsiDynix Voice Automation (SVA) System Package, Tower			\$ 15,250	\$ 6,100
4 Port SirsiDynix Voice Automation (SVA) System, Tower	ea	1	Included	
<i>Description:</i> SirsiDynix Voice Automation (SVA) package is a great way to serve your users by staying in touch with them and letting them stay in touch with you without direct staff involvement. Make outbound calls about overdue items, available holds, and bills or take inbound calls from users to review their personal account information, renew items, view fines, change PIN, see available holds, and more. Help keep users better informed and yet save on staff effort and the expense of paper notices and postage.				
(2) Realspeak Software Licenses	ea	2	Included	
Dialogic 4 Port PCI Analog Voice Board	ea	1	Included	
SVA Phone Callin Software Add-in Component 4-port	ea	1	Included	
SVA Phone Notification Software Add-in Component 4-port	ea	1	Included	
SVA Language Designation- English	ea	1	Included	
Dell Server Tower SVA Config.	ea	1	Included	

Description: (1) 2.8 Ghz Xeon Processor
 512MB Memory
 (2)73GB SCSI Disk Drives wt/ Integrated Controller
 10/100/1000mbps Ethernet LAN Adapter
 CD-RW Drive
 Keyboard/Mouse
 SVA Communications Adapter
 (4 Ports per Board, 1 Boards Max. per Server)
 Sound Card
 Windows 2003 Server Wt/ 5 Cals License
 3 year Onsite Day Warranty (M-F, 8-6, 4Hr Response)
 This Server can be a 4 Port Only.

Capacity:

Processors: 2 Maximum (1 processors included in price)
 Hard Drives: 435GB Maximum in 3 bays (36GB included in price) Hot Pluggable
 Memory: 8GB Maximum in 6 slots (512MB in 2 slots included in price)
 WARRANTY Dell Servers include a 3 year Onsite Same Business Day Warranty

Options: (are not included in the base price)

Add: Dell 19" Rack Enclosure (2U when Mounted) Starting @
 Add: Shipping for Rack

SIP2 Interface Per Certified Vendor	ea	1	Included	\$ 360	
<i>Notes:</i> For E'Ware PC Res, Print Mgt, and OneStop.					
Symphony LVL3 Test System Package	ea	1	\$ 6,375	\$ 1,530	
<i>Notes:</i> Includes server staging and software installation (copy over).					
<i>Description:</i> A Symphony Test System Package can be loaded with generic policies and data so you can test policy changes before initiating changes to the production server. You can test upgrades/updates prior to applying those to the production server, and/or use the test system for on-going training of staff and new staff. Test file customization and global changes will not affect your catalog and database.					
Oracle Embedded Test Lic LVL3 Upgr from ISAM, Sybase, MSSQL	ea	1	\$ 1,489		
Oracle Embedded Test Ann Supp LVL3 Upgr from ISAM, Sybase, MSSQL	ea	1	\$ 306		\$ 306
First Year Software Maintenance	ann	40,174	Included		
SIRSIDYNIX SOFTWARE SUBTOTAL			<hr/>	\$ 122,520	\$ 40,066
					\$ 9,806

SIRSIDYNIX PROFESSIONAL SERVICES

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Fee</i>
Pre-install Consultation Visit <i>Description:</i> Pre-install Consultation Visit: your project manager will conduct a 2- or 3-day onsite visit to assist your library with system policy development, data mapping from your current system, and migration planning.	day	3	\$ 5,400
On-site Training EPS with Builder (1 Day)	ea	1	\$ 2,250
On-site Training (Plus Expenses)	day	8	\$ 14,400
Travel Expense to be billed upon completion	fee	10	\$ 5,000
<i>Notes:</i> Not to exceed travel expenses. No more than 4 trips.			
Symphony Master Training Coupon <i>Description:</i> Provides unlimited access to online training throughout your implementation process, continuing to approximately 30 days after your system Go-Live.	ea	1	\$ 7,500
MARC Authority Basic Processing <i>Description:</i> SirsiDynix staff will process a single file of MARC bibliographic records. SirsiDynix will identify matching authority records in SirsiDynix's copy of the Library of Congress authority file, for each heading. SirsiDynix will modify the text in the bibliographic record to match the authority record, when the heading used is a SEE reference. SirsiDynix also performs other text and field validation such as expanding abbreviations and correcting subfielding errors, to further upgrade heading fields. Processing will include name, series, and LCSH subject fields. SirsiDynix will provide the matching authority records and the updated bibliographic records, with appropriate reports of changes made and of headings for which no matching heading was found.	hour	48	\$ 12,000
Server Staging and Software Installation <i>Description:</i> This includes remote server staging and installation of purchased software components.	ea	2	\$ 2,400
SureStart Telephone Consulting for new customers <i>Description:</i> SureStart Telephone Consulting for new customers is an additional layer of consulting support designed to smooth your transition to a production environment. SureStart is a continuing dialog with an experienced librarian who can help you take the things you learned in training and apply them to your specific processes. The goal of SureStart Services is to help you make the most of your data, your operations, your existing resources, and the help mechanisms already available through SirsiDynix. To that end, SureStart is a resource for your entire library, not just your system administrator.	hour	30	\$ 9,000
SureStart begins no later than the week you go live, but we recommend that it begin one to two weeks before your Go Live date. We will work closely with you and your Project Manager to determine the optimal start date. Typically SureStart consists of 10 consecutive weekly calls, followed by 9 consecutive monthly calls. SureStart will carry you through your first year with Symphony. If you would like to extend the monthly consulting into additional years, you can purchase SureSailing services on a yearly basis.			
Deluxe Data Services Migration Services Package <i>Description:</i> Deluxe Migration Service Packages include project management, data conversion and data loading services. Deluxe Migration Packages includes conversion of all data types (bibliographic, item, authority, circulation, serials and acquisitions). All data types to be migrated should be received in documented ASCII format	fee	15	\$ 22,500
SIRSIDYNIX PROFESSIONAL SERVICES SUBTOTAL			\$ 80,450

SIRSIDYNIX HARDWARE

<i>Description</i>	<i>Unit of Measure</i>	<i>Quantity</i>	<i>Extended Cost</i>	
Symphony PocketCirc HP iPaq 2490 Bundle, incl SW, HW, Svcs			\$ 1,693	\$108
PocketCirc HP iPaq 2490 Handheld Device	ea	1	Included	
PocketCirc Socket Laser Scanner (5P Type II Laser)	ea	1	Included	
PocketCirc HP HW 3-yr Warranty Uplift, Depot Repair	ea	1	Included	
Symphony PocketCirc Software (Per User)	ea	1	Included	
Shipping charges for small peripheral equipment	ea	1	Included	
PocketCirc Software installation	ea	1	Included	
SIRSIDYNIX HARDWARE SUBTOTAL			\$ 1,693	\$108

Customer Quotation
EnvisionWare Time Management - Print & Copy Control - eCommerce

Invoice To:
Exact Site name Seminole County Public Library System
 Contact Tammy L. Roberts, CPPB, FCCM Sr. Procurement Analyst
 Address 1101 East First Street
 Address 2 Room 3208
 City/State/Zip Sanford, FL 32771-7116
 Country USA

 Telephone 407-665-7116
 Email Address troberts@seminolecountyfl.gov

Ship To:
 Seminole County Public Library System
 Jerry Tate, IT
 215 North Oxford Rd
 Casselberry, FL 32707
 USA

 407-665-1541

Special Instructions

Payment Terms	Salesperson	Quotation Date	QV Version	Quotation Expires	Quotation Number
5%5 Net 30	(Add Name Here)	November 16, 2007	Rev AB-D / N	January 15, 2008	(Add Quotation Number Here)
Quoted Installation Services (Other Installation Services Available)					
System Policy Development, On-site Turnkey Installation, and Training. Maximum On-site days as allotted in Quotation. Customer-caused delays are billable time.					
Installation Services are itemized below so that customer can adapt the quotation by reducing services when staff will perform certain functions.					

Part Number	Qty Level	Qty Quoted	Unit	Extended	
EnvisionWare Suite					Time and Print Package
Part Number	Price Level	Licensed	User		
Time and Print Management CLIENT Package (includes PC Reservation and LPT:One)					
1 per public Windows PC. Count all public facility-owned computers plus maximum simultaneous laptops for wireless printing					
032-5110-050	50-78	60	99	5940	

LPT:One Print Release Terminal (PRT)

PRTs are counted for Self-Service and Staff areas. Typical is 2 PRTs, 1 for public print area and 1 for staff desk or 1 per 100 clients when used in Pass-through mode. Minimum 1 required.

032-5120-001	1-24	6	495	2970	
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Time and Print Management FIRST BUILDING Package

Includes LPT:One JQE, PC Reservation Management Console, Validation, SIP Interface/Script, Staff/Self-service Reservation, Central Management Client, and Reporting.

032-5150-001	1	1	3195	3195	
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Each Additional Building Package - (Includes Central Management Client)

032-5151-001	1-60	4	895	3580	
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AAM / eCommerce Services					On-Line Accounting/Credit Card Processing
Part Number	Price Level	Licensed	User		
Authentication and Accounting Module					
Authentication and Accounting Module - AAM (Enterprise) - (Includes Central Management Client)					
The AAM can create a database in Access format or SQL on a properly configured MySQL server. There are no EnvisionWare components installed on the database server.					
The AAM includes unlimited licenses for the DB Administrator, and User Account Manager. Permits user import or auto-create using SIP, SIP2, ODBC, or API depending upon ILS.					
The ILS vendor may charge an end user for their SIP/SIP2/API/ODBC connections. Each Management Console and each Release Station makes an ILS connection when this feature is used.					
Includes Web Query for AAM which installs on php-enabled web server to provide student acct balance inquiry and staff reports					
039-2330-001	1	1	3995	3995	

EnvisionWare eCommerce Services™					
eCommerce Server - Enterprise Edition - (Includes Central Management Client)					
Licensed for multiple building customers, Unlimited Merchant Accounts, Maximum 20 Card transactions per minute on Windows XP Workstation					
If operating on Windows 2000 or 2003 Server OS, you may add eCommerce Payment Server Add-On Modules to increase card transactions per minute.					
038-5100-999	1	1	4995	4995	
eCommerce Web Module - Enterprise Edition					
038-5101-999	1	1	3500	3500	

Installation Services

System Policy Development, On-site Turnkey Installation, and Training. Maximum On-site days as allotted in Quotation. Customer-caused delays are billable time.
 Installation Services are itemized below so that customer can adapt the quotation by reducing services when staff will perform certain functions.

Software Installation Services

These are intended to be suggestions, and may not be all-inclusive.

OFF-SITE SERVICES - This section calculates price per service
System Policy Development (SPD) / Flat Fee Services (FFS)
 If EnvisionWare is providing any installation, these services are mandatory depending upon product sold.

Computer & Financial Mgmt

EnvisionWare works interactively via email and phone to assist a user with completion of the Location Policy document. Upon completion, the support center creates a fresh install of the software and configures the system to match the document. The files are transferred electronically and used by the customer to configure the system prior to running the CD installer.

039-7107-001	SPD - Suite Solution (per building)	1	1,295.00	1,295.00
039-7503-001	FFS - eCommerce Services - Web Configuration	1	795.00	795.00
039-7501-001	FFS - eCommerce Merchant Account Creation Assistance	1	395.00	395.00
039-7502-001	FFS - Collaborative Remote Installation of eCommerce Server	1	995.00	995.00
039-7105-004	SPD - EnvisionWare Self-check Software	1	975.00	975.00

ON-SITE SERVICES (Continental US includes expenses)

039-7110-001	On-Site First Day	1	2,500.00	2,500.00
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Additional On-site Turnkey hours - This section will convert the FUNCTION to an appropriate number of hours which turns into 2nd days

Enter the appropriate quantities and the system will calculate additional days		Hour		
AAM MySQL server installation/1 dbAdmin/4 Acct Mgr	1	4.00		4.00
AAM additional per branch	4	0.20		0.80
Base for install of Web Module for E-Commerce	1	1.00		1.00
Install E-Commerce Server	1	1.50		1.50
Base building labor for additional branches	4	1.50		6.00
Base per PC labor for additional branches	35	0.10		3.50
Staff training per branch - estimate only*	4	1.00		4.00
System Administrator training - estimate only*	1	3.00		3.00

*Add # of non-business hours (doubles the cost / hour)

	Days	2nd Daily Rate	Total
039-7111-001 On-Site - Additional Days after First	3.00	1,750.00	5,250.00

*Actual time may vary depending on the implementation plan developed between the Customer and the implementation Specialist.

039-7113-003 Self-Check and Self-Service Labor	Install Cost	7,000.00	7,000.00
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Installation cost additional to above, include 1 day of remote consultation plus 1 onsite trip for implementation planning and conversion training plus a second on-site trip and additional staff and administrator training

TOTALS

Software Licenses

Product	Annual Maintenance (Paid Annually)	Advanced Purchase Year 2	Advanced Purchase Year 3	Advanced Purchase Year 4
PC Reservation Time and LPT:One Print Management Suite Package	15,685.00	2,666.45	2,509.60	2,352.75
LPT:One 4.x Next Generation Software	0.00	0.00	0.00	0.00
Blackboard Annual License	0.00	0.00	0.00	0.00
Launch Command Software	0.00	0.00	0.00	0.00
PC Reservation	0.00	0.00	0.00	0.00
Authentication and Accounting Module	3,995.00	679.15	639.20	599.25
Barcode Plus Terminal Engine	0.00	0.00	0.00	0.00
eCommerce Services	8,495.00	1,444.15	1,359.20	1,274.25
EnvisionWare Self-Check Software	0.00	0.00	0.00	0.00
		039-2399-011 (*)	039-2399-012	039-2399-013
Sub Total EnvisionWare Software	28,175.00	4,789.75	4,508.00	4,226.25

Hardware and Other Products

Product	Annual Maintenance (Paid Annually)	Advanced Purchase Year 2	Advanced Purchase Year 3	Advanced Purchase Year 4
Print / Copy Vending (Cash/Debit/ Smart Card) Equipment	0.00	0.00	0.00	0.00
Peripherals - Scanners/Receipt Printers	0.00	0.00	0.00	0.00
BarcodePlus Ethernet Terminals	0.00	0.00	0.00	0.00
STS Point of Sale Software/Accessories/Hardware	0.00	0.00	0.00	0.00
STS Complete Package with POS PC	0.00	0.00	0.00	0.00
PCRefresh	0.00	0.00	0.00	0.00
Copiers and Printers	0.00	0.00	0.00	0.00
Central Management Gateway and Control Center Software License	0.00	0.00	0.00	0.00
Network Content Manager (NCM)	0.00	0.00	0.00	0.00
NCM Annual Filtering Subscription	0.00	0.00	0.00	0.00
Replacement System Manual / Software Media	0.00	N/A	N/A	N/A
Automated Materials Handling System (Sorter) and RFID System/Accessories	0.00	0.00	0.00	0.00
Self-check & Self-Service Hardware/Accessories	165,912.00	19,909.44	18,250.32	18,250.32
RFID Tags (Purchase Terms: 50% Order, 50% Delivery)	0.00	N/A	N/A	N/A
Media Soft Covers (Purchase Terms: 50% Order, 50% Delivery)	0.00	N/A	N/A	N/A
		039-2398-011 (*)	039-2398-012	039-2398-013
Sub Total Hardware and Other Products	165,912.00	19,909.44	18,250.32	18,250.32

Installation and Support Services

Quoted Services: System Policy Development, On-site Turnkey Installation, and Training. Maximum On-site days as allotted in Quotation. Customer-caused delays are billable time.

Software Installation	12,205.00	On Site First Day(s) Included in Quote for Software:	1
Hardware Installation	0.00	On Site Additional Day(s) Included in Quote for Hardware:	3
Special: ON-SITE SERVICES FOR Self-Check/Self-Service and Renaissance	7,000.00	Additional On-Site Day(s) for Self-Check/Self-Service & Renaissance:	5

Computer & Financial Mgmt

Premier Support	0.00
Sub Total for Hardware and Software Installation	19,205.00

Grand Totals

Product	Annual Maintenance (Paid Annually)	Advanced Purchase Year 2	Advanced Purchase Year 3	Advanced Purchase Year 4
EnvisionWare Software Licenses	28,175.00	4,789.75	4,508.00	4,226.25
Hardware and Other Products	165,912.00	19,909.44	18,250.32	18,250.32
EnvisionWare Services	19,205.00			
SUB-TOTAL	213,292.00	24,699.19	22,758.32	22,476.57

Discount	0.00
Trade in Value	0.00
Optional Down Payment	0.00
Freight	250.00
Sales Tax (Not charged for Labor or Maintenance)	0.00
INVOICE TOTAL	213,542.00

* Annual Maintenance Includes ninety (90) days of support, ninety (90) days for installation grace period, and an extension of support for an additional six (6) months after installation from date of shipment of the SOFTWARE. Refer to support manual for additional information.

Maintenance if Paid Annually	Maintenance if Paid in Advance	Savings for Advanced Payment	Discount Amount (Percentage)
24,699.19	22,758.32	1,940.87	8%
49,398.38	45,234.89	4,163.49	8%
74,097.57	67,711.46	6,386.11	9%

INVOICE TOTAL (if purchased with 2nd Year Maintenance)	236,300.32
INVOICE TOTAL (if purchased with 2nd and 3rd Year Maintenance)	258,776.89
INVOICE TOTAL (if purchased with 2nd, 3rd and 4th Year Maintenance)	281,253.46

Total amount with 60 months of Maintenance included. 303,730.03 Includes Software and Hardware
 Monthly Lease Payment with 60 months of Maintenance included. 5,822.74 Number Months: 60

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600237-07/GMG - Seminole County Household Hazardous Waste (HHW) Program

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Gloria Garcia

EXT: 7123

MOTION/RECOMMENDATION:

Award RFP-600237-07/GMG - Seminole County Household Hazardous Waste (HHW) Program to EQ Florida, Inc., Tampa.

County-wide

Ray Hooper

BACKGROUND:

RFP-600237-07/GMG will provide for hazardous waste management services to include identifying, characterizing, packaging, labeling, manifesting, transporting, and disposing hazardous waste and household hazardous waste and related services. Those related services may include, but are not limited to, responding to hazardous waste related emergencies and providing emergency management services. This project was publicly advertised and the County received two (2) submittals in response to the solicitation:

- Clean Harbors Environmental Services, Norwell, MA
- E Q Florida, Inc., Tampa, FL

The Evaluation Committee comprised of David Gregory, Solid Waste Manager, Environmental Services Department; Kim Ornberg, Principal Engineer, Public Works Department/Stormwater; and Tom Waters, Environmental Program Manager, Environmental Services Department, evaluated the submittals. The evaluation was based on following criteria:

Technical Plan – 35% - Understanding of the Scope of Services - Approach plan to support the needs and objectives of the procurement. Experience in similar projects.

Personnel/Management Plan – 30% - Proposed prime/subcontract relationship. Experience and qualifications of the firm/individuals, credentials and training.

Price Proposal – 35%- Total price reasonableness.

The agreement shall take place on the date of execution by the County and shall run for a period of three (3) years and, at the sole option of the County, may be renewed for two (2) successive one (1) year periods. Authorization for performance of services by the Contractor under this agreement shall be in the form of written Release Orders issued and executed by the County on an as-needed basis as long as the cumulative amount of the Release Orders does not exceed budgetary constraints.

STAFF RECOMMENDATION:

Staff recommends that the Board award RFP-600237-07/GMG - Seminole County Household Hazardous Waste (HHW) Program to EQ Florida, Inc., Tampa.

ATTACHMENTS:

1. Tabulation Sheet
2. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

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

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

RFP NUMBER: RFP-600237-07/GMG
 RFP TITLE: Seminole County Household Hazardous Waste (HHW) Program
 DUE DATE: September 19, 2007 at 2:00 P.M.

	Response 1	Response 2
	Clean Harbors Environmental Services 42 Longwater Drive PO Box 9149 Norwell, MA 02061 (407) 489-8888– Phone (781) 792-5938– Fax Jerry Correll – Senior Vice President	EQ Florida, Inc. 7202 E. 8 th Ave. Tampa, FL 33619 (800) 624-5302 – Phone (813) 628-0842– Fax Curt DeBrunner – Account Executive
Qualifications and Experience	Included	Included
Price Proposal – Group A	\$ 6,345.60	\$ 7,440.00
Compliance with Public Records	Included	Included
Conflict of Interest Statement	Included	Included
Group B	\$106,427.45	\$ 94,360.50
(Group C-N/A) Group D	\$ 5,601.10	\$ 786.25
Group E	\$ 11,596.00	\$ 9,120.00
Totals	\$129,970.15	\$111,706.75

The evaluation criteria is as follows:

- Technical Plan – 35%
- Personnel/Management Plan – 30%
- Price Proposal – 35 %

Tabulated by Gloria M. García, Senior Procurement Analyst (Posted 9/20/2007)
 Evaluation Committee Meeting: November 5, 2007 at 10:00 AM; Central Transfer Station Conf. Room
 Recommendation of award: EQ Florida, Inc Posted: November 5, 2007
 BCC Award Date: December 11, 2007

**TERM CONTRACT FOR SEMINOLE COUNTY HOUSEHOLD
HAZARDOUS WASTE PROGRAM SERVICES
(RFP-600237-07/GMG)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **EQ FLORIDA, INC.**, duly authorized to conduct business in the State of Florida, whose corporate address is 36255 Michigan Avenue, Wayne, Michigan 48184, and whose Florida address is 7202 East Eighth Avenue, Tampa, Florida 33619, hereinafter called "CONTRACTOR" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified contractor to provide household hazardous waste program services for 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 provide household hazardous waste program services, and COUNTY and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. COUNTY does hereby retain CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing purchase of specific services. This Agreement standing alone does not authorize the purchase of services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run for a period of three (3) years. At the sole option of COUNTY, this Agreement may be renewed for three (3) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for delivery of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONTRACTOR will perform any Purchase Order 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 provided by CONTRACTOR shall be delivered, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONTRACTOR

for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a Fixed Fee basis, then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total annual compensation paid to CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed the amount budgeted annually by COUNTY for household hazardous waste program services.

SECTION 6. PAYMENT AND BILLING.

(a) CONTRACTOR shall supply all services required by the Purchase Order, but in no event shall CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually provided; 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.

(c) Payments shall be made by COUNTY to CONTRACTOR when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONTRACTOR shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONTRACTOR, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:
Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:
Environmental Services Department
Solid Waste Management Division
1950 State Road 419
Longwood, Florida 32750

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

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

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

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

(c) CONTRACTOR agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services 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 subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) 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 8. RESPONSIBILITIES OF CONTRACTOR. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. 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 provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR terminate this Agreement or any Purchase 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 immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services 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.

(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. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of 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  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 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, 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 12. 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 13. CONFLICT OF INTEREST.

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

(b) 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.

(c) 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.

SECTION 14. 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 15. SUBCONTRACTORS. In the event that CONTRACTOR, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONTRACTOR must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONTRACTOR agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONTRACTOR.

SECTION 17. INSURANCE.

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

(1) Prior to commencement of work pursuant to this Agreement, CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability

Policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONTRACTOR will 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 the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of its full responsibility for performance of any obligation including CONTRACTOR 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. 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: (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 subsection. 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 for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

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

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

\$500,000.00	(Each Accident)
\$500,000.00	(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 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:

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

(3) Business Auto Policy.

(A) CONTRACTOR'S insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability

and property damage liability. If the coverage is subject to an aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00

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

(e) OCCURRENCE BASIS. The Workers' Compensation Policy, the 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 its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," 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 dispute resolution procedures set forth in subsection (a) above of which CONTRACTOR had knowledge and failed to present during COUNTY dispute resolution procedures.

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

SECTION 19. 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, will designate and advise CONTRACTOR in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONTRACTOR shall at all times during the normal work week

designate or appoint one or more representatives 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 20. 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 21. 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 22. 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 23. 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 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONTRACTOR not specifically provided for herein shall be honored by COUNTY.

SECTION 25. 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 services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the

following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Environmental Services Department
Solid Waste Management Division
1950 State Road 419
Longwood, FL 32750

FOR CONTRACTOR:

EQ Florida, Inc.
7202 E. Eighth Avenue
Tampa, FL 33619

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

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

ATTEST:

EQ FLORIDA, INC.

KENNETH WUNDERLICH
Secretary

By: _____
DAVID M. LUSK
President

(CORPORATE SEAL)



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: _____, Chairman

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

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

AEC:jjr
11/9/07
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EXHIBIT A

Description of Services

Seminole County is currently soliciting proposals for a term contract for hazardous waste management services. The successful Contractor will be responsible for all labor, materials, equipment, incidentals and logistical support services to insure the proper identification, containment, collection, handling, consolidation, packaging, transportation, treatment, storage, and disposal of hazardous waste and household hazardous waste (HHW) accepted or generated by the County as specified in the RFP documents. All hazardous waste management activities will be conducted in accordance with hazardous waste operations, transportation, and disposal regulations.

BACKGROUND:

Seminole County (County) is located in Central Florida and has a population of approximately 400,000 residents. The County desires to engage a contractor to provide hazardous waste management services that include identifying, characterizing, packaging, labeling, manifesting, transporting, and disposing of hazardous waste and household hazardous waste and providing other related services. Other services include, but are not limited to, responding to hazardous waste related emergencies and providing emergency management services.

The County's Household Hazardous Waste (HHW) Program is administered and operated by the Environmental Services Department; Solid Waste Management Division; Environmental Compliance, Assistance and Pollution Prevention Program (ECAP3). The County expects to conduct a minimum of one (1) HHW Collection Event per fiscal year. The County operates two (2) fixed site HHW Collection Centers. The Collection Centers are located at the Seminole County Central Transfer Station and the Seminole County Osceola Road Landfill. The Central Transfer Station is open Monday through Saturday for ten (10) hours per day and the Osceola Road Landfill is open Sunday through Saturday for ten (10) hours per day. The contractor shall provide hazardous waste management services to the County at the two fixed site locations. Shed cleanouts and other services are conducted at each of these locations approximately quarterly and possibly more frequently. CESQG collection events will also be conducted quarterly under this contract. SQG's will be provided disposal services through coordinated "milk runs" conducted by the contractor. The prices for hazardous waste management services in this agreement will be made available to CESQG's and SQG's. HHW is excluded from regulation as a hazardous waste. Under this scope of work all applicable standards for hazardous waste will be followed, including: all waste managed under this contract shall be managed as if it is regulated, except where written authorization is provided by the County for particular waste streams.

TERMS AND DEFINITIONS:

1. **Bulk or Bulk Pack**– A method of packing shipping containers by consolidating the contents of original containers into the shipping container. (A common example is pouring paint from 1 gallon cans into a 55-gallon drum for shipment.)
2. **CESQG** – Conditionally Exempt Small Quantity Generator
3. **COPCN** – Certificate of Public Convenience and Necessity issued by the Seminole County Solid Waste Management Division
4. **DEP** – Florida Department of Environmental Protection
5. **DOT** – Department of Transportation

6. **ECAP3** – Environmental Compliance, Assistance and Pollution Prevention Program, the group within the Seminole County Solid Waste Management Division that manages the HHW program.
7. **EPA** – United States Environmental Protection Agency
8. **FDEP** – Florida Department of Environmental Protection
9. **Final Disposal Facility** – The facility, at which wastes are destroyed, recycled, treated, otherwise processed or disposed of and will not undergo further processing. This would also include the facility at which the residual materials or byproducts from the final disposal facility, such as incineration ash, are managed.
10. **Fuel Blending** –The use of flammable wastes, through processing or combining with other flammable wastes, to produce a fuel for energy recovery.
11. **HHW** – Household Hazardous Waste
12. **Incineration** – The thermal treatment and destruction of waste where the physical destruction of the waste is the sole intent of the process. Incineration does not include the use of wastes for fuel blending or energy recovery.
13. **Intermediate Facility** – A facility that is utilized for storage, consolidation, preparation or other purposes for the preparation of wastes for final disposal and delivery to the Final Disposal Facility.
14. **Lab Pack** – A method of packing shipping containers with waste items left in their original containers surrounded with absorbent material. A detailed list of the items in the container usually accompanies the container. Certificate of Public Convenience and Necessity issued by the Seminole County Solid Waste Management Division
15. **Loose Pack** – A method of packing shipping containers with waste items left in their original containers without absorbent materials. May also be referred to as “Containers in Drums.” (An example is packing smaller cans of paint related wastes into a 55-gallon drum.)
16. **OSHA** – Occupational Safety and Health Administration
17. **Other Users** – CESQG, SQG, Universal Waste Generators
18. **RCRA** – Resource Conservation and Recovery Act
19. **Recycling** –The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
20. **SQG** – Small Quantity Generator
21. **SWMD** – The Solid Waste Management Division of Seminole County
22. **Treatment** – The processing of wastes by chemical, physical or biological means to remove or reduce their hazardous characteristics or constituents. Includes such processes as neutralization, precipitation and stabilization.
23. **TSDF** – Transfer, Storage and Disposal Facility recognized and permitted under RCRA
24. **Universal Waste** – Batteries, mercury containing thermostats, thermometers and lamps, mercury containing equipment.
25. **Universal Waste Generators** – Businesses that generate universal waste.
26. **Wastes** – Hazardous Wastes, Universal Waste, Non-Hazardous Waste or other regulated waste.

CONTRACTOR'S RESPONSIBILITY – SCOPE OF SERVICES:

1. The Contractor shall be responsible for providing to the County hazardous waste management services defined as: all labor, supplies, equipment, and logistical support services necessary to insure the proper identification, containment, collection, handling, consolidation, packaging, transportation, treatment, storage, and disposal of hazardous waste and HHW accepted or generated by the County.
2. All hazardous waste management activities will be conducted in accordance with hazardous waste operations, transportation, and disposal regulations.
3. The Contractor shall provide hazardous waste services at County HHW collection centers on an on-call basis within two weeks of notification
4. The Contractor shall provide the County with a twenty-four (24) hour, seven- (7) day a week emergency contact number.
5. The Contractor shall respond within 48-hours of request by the County to provide the County hazardous waste services in the event of a natural or man made disaster (e.g., hurricane, tornado, explosion, etc.) or act of terrorism. This response is for hazardous waste services at site(s) designated by the County.
6. The Contractor shall respond to County Emergency Response requests (other than natural or man made disasters) within six (6) hours of receiving County notification.
7. The Contractor shall package all materials in the smallest, most economical sized DOT shipping container. At a minimum, the Contractor shall have 1, 5, 30, and 55-gallon and 1 (one) cubic yard sized containers available for all waste types for all instances of shipping. Other sized containers will be available where appropriate.
8. The contractor shall provide shipping containers that are sound and meet DOT shipping requirements.
9. The Contractor shall comply with all Federal, State, and Local regulations applicable to hazardous waste and hazardous materials management, handling, transportation, and worker welfare including: 40 CFR, Chapter 62-730 F.A.C., 49 CFR, 29 CFR and any other applicable regulations for all material managed under this agreement.
10. The Contractor shall prepare and maintain Uniform Hazardous Waste Manifests (USEPA Form 8700-22 Revised 3/2005) in accordance with 40 CFR for all waste managed under this agreement. Completed copies of the manifest shall be provided to the County prior to material being moved off site. A final manifest shall be submitted to the County within thirty (30) calendar days of waste being transported off-site.
11. The Contractor shall provide to the County a complete inventory and preliminary project costs before material is removed from site. The Contractor shall provide the County with a complete record of the contents of each lab pack drum before waste is transported off-site
12. The Contractor shall provide the County with a Drum Summary Breakdown sheet identifying the quantity and size of each container, sorted by waste type and description, within fourteen (14) calendar days of waste being transported off-site.
13. The Contractor shall provide the County with a completed invoice within thirty (30) calendar days of waste being transported off-site.
14. The Contractor unless otherwise directed in writing by the County Project Manager or designee and in accordance with all applicable regulations, will dispose of all hazardous and non-regulated County generated waste at USEPA permitted RCRA hazardous waste disposal facilities. Any and all exceptions shall be pre-approved in writing by the County's representative prior to the waste being moved off site.

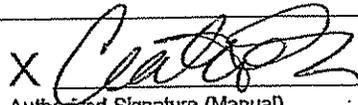
15. The Contractor is solely responsible for complying with all requirements mandated by designated USEPA permitted Treatment, Storage or Disposal (TSD) facilities regarding labeling, manifesting, packaging, segregation and transportation of hazardous waste and other regulated materials to ensure acceptance of collected wastes at the final disposal site.
16. The contractor shall ensure that all transporters possess local, state and federal transporter permits and that all local, state and federal regulations concerning packaging and transport of hazardous waste encountered en-route are complied with.
17. The Contractor shall provide the County Project Manager or designee a copy of any regulatory notices or citations issued for any transfer, treatment, or disposal facility that is or has been used for the management of Seminole County waste within ten (10) working days of issuance by the regulatory agency.
18. The Contractor is responsible to ensure and document that all Mercury collected in Seminole County is recycled in a way that it is not released back into the environment. For example, recycled Mercury shall not be sold to any organization or business within the United States or outside the United States that uses this material in any mining operations.
19. The Contractor shall notify the County within three working days of any waste found to deviate from the original shipping documentation. Detailed quality control analysis documentation must be provided to the County before any price changes can be assessed on the waste.
20. The Contractor's Project Manager assigned to this project must have 2 years experience and Field Chemist qualifications.
21. For this agreement, Field Chemists must possess a four (4) year college degree in Chemistry, Environmental Science or other related discipline.
22. All Contractor personnel assigned to this contract will have current training and/or certifications pursuant to EPA, OSHA, DOT and other regulatory agencies to manage and transport hazardous waste.
23. The Contractor shall not package or transport non-hazardous solid waste or empty containers formerly containing hazardous substances, unless directed by the County Project Manager or designee.
24. The Contractor will physically show the County Project Manager or designee all containers that have not been completely filled with waste prior to closing the container for transport.
25. If at any time the County Project Manager or designee questions the contents of any container it will be reopened by the Contractor for the County Project Manager's inspection.
26. The Contractor shall plan on conducting a minimum of one (1) HHW event per County fiscal year (October 1 through September 30) and have the capability to conduct a minimum of five (5) additional HHW and/or Conditionally Exempt Small Quantity Generator (CESQG) collection events per fiscal year.
27. The Contractor will provide a fully trained crew sufficient to adequately conduct the event including, if necessary, the handling of traffic control and removal of waste from vehicles. The Contractor shall be able to provide at least twenty-five (25) individuals for any event. The Contractor and the County shall agree to the actual staffing the Contractor will provide at least two (2) weeks prior to the event.
28. The Contractor shall provide all equipment and materials necessary for setting up and operating at the County's designated collection site. This includes, but is not limited to: portable tents capable of adequately sheltering the sorting and packing operation, as well as Contractor and County personnel. The Contractor shall also provide safety

- equipment necessary to protect Contractor personnel and workers provided by the County. Such safety equipment will include, but not be limited to: safety glasses, face shields, gloves, coveralls, aprons, eye wash units, etc. Contractor personnel and County workers must properly utilize safety equipment at all times when they are in the collection work area.
29. The Contractor must be set up and completely operational at least thirty (30) minutes prior to the event being open. The contractor shall maintain good housekeeping within the site throughout the event. The Contractor shall appropriately clean the site after every collection event.
 30. If participation rates exceed the Contractor's capability to properly manage the collection event, the Contractor will mobilize additional personnel, equipment and materials, as required, at the request of the County.
 31. In the event that hazardous waste must remain on-site overnight during any collection event, the Contractor shall provide security personnel to insure that the waste is not disturbed or tampered with.
 32. The Contractor shall provide the County Project Manager or designee the option to transport to the County's HHW Collection Facility the contents of any partially filled container at the end of each collection event.
 33. The Contractor crew will include a Project Manager who must be on-site at all times during the operation of the event.
 34. The Contractor shall be responsible for providing all services necessary to insure the proper identification, collection, handling, consolidation, packaging, transportation, treatment, storage and disposal of hazardous waste received from CESQGs. This includes CESQG hazardous waste received at scheduled CESQG collection events and/or any CESQG hazardous waste received at a HHW collection event. The Contractor will bill the CESQG directly and the CESQG shall pay all costs incurred for these services.
 35. The contractor shall charge CESQGs and SQGs within Seminole County the prices indicated in the price proposal.
 36. The Contractor shall, through mutual agreement with County staff, develop and implement "milk run" collections for SQGs and CESQGs that generate hazardous waste within the County and that desire to use the County Contractor to provide hazardous waste disposal services.
 37. The County shall not be responsible for the collection, packaging, shipping, transportation, or disposal of CESQG hazardous waste accepted by the Contractor, nor for the cost incurred by the Contractor in the performance of this work.
 38. The Contractor shall provide all participating CESQGs with Uniform Hazardous Waste Manifests (USEPA Form 8700-22 Revised 3/2005) or other acceptable documentation demonstrating that they have shipped their hazardous waste for proper disposal.
 39. The Contractor shall maintain a Certificate of Public Convenience and Necessity (COPCN) issued by the Seminole County Solid Waste Management Division during the life of the agreement.

COUNTY'S RESPONSIBILITIES:

1. The County will coordinate the schedule of collection events with the contractor so that the Contractor is aware of and agrees with the schedule at least four (4) calendar weeks prior to the event being held.

2. The County reserves the right to cancel or reduce the hours of operation of any scheduled collection event.
3. The County reserves the right to coordinate with other companies the transportation, recycling and/or disposal of specific wastes. Examples include, but are not limited to: electronics, used oil, waste gasoline or other fuels, waste antifreeze, used oil filters, mixtures of used oil and water, waste cooking oil, flares, ammunition, propane gas cylinders, photographic waste, fluorescent lights, other mercury containing devices, latex paint, batteries, solid waste (i.e., trash, litter) and other waste, unless the Contractor provides a more cost effective alternative.
4. Electronics recycling is not part of this contract.
5. The County, at its sole discretion, may schedule as many collection events as it desires, or no collection events if it desires.

SUBMIT PROPOSALS TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 Attn.: PURCHASING DIVISION	REQUEST FOR PROPOSALS and Proposer Acknowledgment
Contact: Gloria M. Garcia, CPPB Senior Procurement Analyst 407-665-7123 - Phone 407-665-7956 - Fax ggarcia@seminolecountyfl.gov	RFP-600237-07/GMG Seminole County Household Hazardous Waste (HHW) Program
Pre-Proposal Meeting : August 27, 2007 Pre-Proposal Meeting Time: 1:00 P.M. (1:15 PM - cut-off time for attendance)	Location of Pre-Proposal Meeting: Purchasing & Contracts Conference Room County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposal Due Date: September 19, 2007 Proposal Due Time: 2:00 P.M.	Location of Public Closing: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: EQ Florida, Inc	Federal Employer ID Number or SS Number: 20-0414157
Mailing Address: 7202 E. 8th Ave.	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Tampa, FL 33619	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership <input type="radio"/> Proprietorship Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: FL	Typed Name: Curt DeBrunner
Telephone Number: (813) 319-3426	Title: Account Executive
Toll Free Telephone Number: (800) 624-5302	Date: 9/19/07 813-495-1060
Fax Number: (813) 628-0842	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

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

Section 5
Revised Price Proposal per Addendum #1

PROJECT: SEMINOLE COUNTY HOUSEHOLD HAZARDOUS WASTE (HHW) PROGRAM

COUNTY CONTRACT NO. RFP-600237-07/GMG

Name of Proposer: EQ Florida, Inc.

Mailing Address: 7202 E. 8th Ave.

Street Address: 7202 E. 8th Ave.

City/State/Zip: Tampa, FL 33619

Phone Number: (813) 319-3426

FAX Number: (813) 628-0842

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing Division for the amount hereinafter set forth.

The Proposer shall submit pricing for all unit prices shown below. These prices shall be for disposal at RCRA permitted facilities only (except, appropriate permitted facilities may be used for non-hazardous antifreeze and used oil and water mixtures, only).

The price proposals will be evaluated in comparison to historical quantities managed by Seminole County. Disposal costs and labor costs will both be considered. A numeric price must be provided for all items ("no charge" or "N/C" will not be accepted). If a "0" price is indicated, the Proposer must provide a narrative explanation as to how charges for this service will be assessed.

LABOR CHARGES:

- **A price per hour** shall be given for each labor category shown in the Price Proposal. Hours considered for payment for the project manager, field chemist and all other Contractor personnel will be for the time spent at the site (e.g., event, project, station clean-out only). Travel time, overtime, overnight stay, etc., are not eligible for payment. Hourly rates must include all administrative costs and profit and incidentals required to provide the services covered under the scope of services.

WASTE MANAGEMENT CHARGES:

- All pricing listed shall include all costs incurred including the cost of the container, packaging materials, labels, disposal, and transportation charges.
- Additional fees (such as "Hazardous Waste Fee"), surcharges (such as fuel surcharge), etc. will not be allowed.
- All materials shall be packed in the smallest, most economical sized DOT shipping container. At a minimum, 1, 5, 30, and 55-gallon and 1 cubic yard sized containers shall be available for all waste types for all instances of shipping. Other sized containers will be available where appropriate.
- All drums and other containers shall meet DOT shipping requirements, be sound and free of pinholes or other defects that may result in leaking. Should a container provided by the contractor fail, the contractor shall provide an appropriate over pack container at no charge.
- For each item a price per gallon of container size must be provided (except for Reactives which are priced per pound of individual item before packaging). The prices will be applied to packaged containers as follows:
Example 1:
 Unit price = \$2, container size = 55 gallon
 Total price for container = \$2 x 55 = \$110

Example 2:

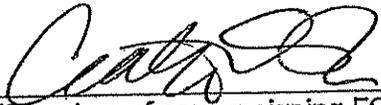
Unit price = \$10, container size = 5 gallon
 Total price for container = \$10 x 5 = \$50

PRICE PROPOSAL BREAKDOWN PER GROUP:

SUBTOTAL FOR TOTAL GROUP A: \$ 7,440.00
 SUBTOTAL FOR TOTAL GROUP B: \$ 94,359.50
 SUBTOTAL FOR TOTAL GROUP C: N/A (FOR INFORMATION ONLY)
 SUBTOTAL FOR TOTAL GROUP D: \$ 786.25
 SUBTOTAL FOR TOTAL GROUP E: \$ 4,160.00

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 19th day of September, 2007.

EP Florida, Inc.
 (Name of PROPOSER)


 (Signature of person signing FORM)

Curt DeBrunner
 (Printed name of person signing FORM)

Revised Price Proposal Forms Per Addendum #1

GROUP A: LABOR CHARGES

Line No.	Description	Estimated Hours	Unit price	Extension
1	Project Manager	32	45.00	1,440
2	Chemist	60	50.00	3,000
3	Technician	100	30.00	3,000
4	Mobilization fee for emergency response	1	0.00	
TOTAL CHARGES FOR GROUP A				7,440

GROUP B: WASTE MANAGEMENT CHARGES

Line no.	Description	Type of Packing	Estimated Gallons	Price/gallon	Extension
1	Absorbent contaminated w/hazardous waste	bulk	55	3.20	176
2	Absorbents contaminated with used oil	bulk	55	2.00	110
3	Adhesives/caulk , containers in drums	bulk	55	3.20	176
4	Aerosols, containers in drums	bulk	3,850	3.00	11,550
5	Amines/flammable corrosives	bulk	55	3.00	165
6	Amines/flammable corrosives	lab pack	2,200	3.20	7,040
7	Antifreeze	bulk	1,100	1.00	1,100
8	Brake fluid	bulk	220	1.00	220
9	Gasoline – waste & related waste fuel	bulk	1,650	1.00	1,650
10	Oily sludge	bulk	110	2.00	220
11	Oily wastewater – Oil mixed w/ water	bulk	1,375	1.00	1,375
12	Used motor oil	bulk	700	1.00	700
13	Used oil filters	bulk	550	1.50	825
14	Waste cooking oil	bulk	1,100	1.00	1,100
15	Chlorinated solvents	bulk	55	3.00	165
16	Chlorinated solvents	lab pack	55	3.00	165
17	Corrosive liquids	bulk	20	3.00	60
18	Corrosive liquids	lab pack	2,750	3.00	8,250
19	Corrosive solids	bulk	55	3.00	165
20	Corrosive solids	lab pack	440	2.00	880
21	Cyanides	lab pack	55	5.00	275
22	Dioxin related, household material	lab pack	20	5.00	100

Line no.	Description	Type of Packing	Estimated Gallons	Price/gallon	Extension
23	Flammable liquid, <1 inch solids	bulk	550	2.00	1,100
24	Flammable liquid, 1 - 18 inches solids	bulk	55	2.00	110
25	Flammable liquids, > 18 inches solids	bulk	55	4.00	220
26	Flammable liquid	lab pack	4,235	1.50	6,352.50
27	Flammable solid	bulk	55	5.00	275
28	Flammable solids	lab pack	660	4.00	2,640
29	Isocyanates	lab pack	110	5.00	550
30	PCB containing material	bulk	55	5.00	275
31	PCB containing material	lab pack	55	5.00	275
32	Latex paint	bulk	1,100	1.00	1,100
33	Latex paint	loose pack	1,100	1.00	1,100
34	Mercury, metallic	lab pack	5	20	100
35	Mercury containing solids	bulk	5	20	100
36	Mercury containing solids	lab pack	30	20	600
37	Mercury containing solutions	lab pack	5	20	100
38	Non-regulated solids (NRS)	bulk	55	1.00	55
39	Non-regulated solids (NRS)	lab pack	55	1.00	55
40	Oxidizers	bulk	55	5.00	275
41	Oxidizers (including organic peroxides)	lab pack	550	5.00	2,750
42	Oil-base paint, containers in drums	loose pack	3,300	3.00	9,900
43	Oil-base paint <6 inches solids	bulk	825	2.00	1,650
44	Oil-base paint 6-18 inches solids	bulk	1,100	2.00	2,200
45	Oil-base paint >18 inches solids	bulk	1,650	4.00	6,600
46	Toxic (including pesticides), solid	bulk	55	5.00	275
47	Toxic (including pesticides), liquid	bulk	55	5.00	275
48	Toxic (including pesticides)	lab pack	6,050	3.00	18,150
49	Roof tar without asbestos	loose pack	55	5.00	275
50	Roof tar with asbestos	loose pack	55	5.00	275
51	Reactive	pound	25	10.00	250
TOTAL CHARGES FOR GROUP B					94,359.50

GROUP C: GENERAL SUPPLIES & TRANSPORTATION – For information only (not part of evaluation)

Line No.	Description	Units	Unit Price
1	1 gallon plastic w/ removable head	DOT Container	10.00
2	1 gallon metal w/ removable head	DOT Container	10.00
3	5 gallon plastic removable head	DOT Container	10.00
4	20 gallon fiber removable head	DOT Container	20.00
5	20 gallon steel removable head	DOT Container	20.00
6	30 gallon plastic	DOT Container	30.00
7	30 gallon steel	DOT Container	30.00
8	55 gallon plastic	DOT Container	35.00
9	55 gallon steel, removable head	DOT Container	35.00
10	85 Gallon overpack/salvage steel	DOT Container	120.00
11	85 Gallon overpack/salvage plastic	DOT Container	120.00
12	1 cubic yard container with liner & skid	DOT Container	100.00
13	Transportation price per drum for milk runs only	Per Drum	\$ 25.00
14	Transportation price per pallet sized item for milk runs only	Per Pallet	\$ 100.00

GROUP D: FLUORESCENT TUBES

Line No.	a) Fluorescent Tubes - Regular	Estimated Units (Lamps)	Unit Price	Extension
1	F4 - Fluorescent lamps 4 ft	3,500	0.15/ea	525.00
2	F5 - Fluorescent lamps 5 ft - 9 ft	500	↓	75.00
3	F10 - Fluorescent lamps 10 ft	25	↓	3.75
4	F12 - Fluorescent lamps 12 ft	25	↓	3.75
5	SF4 - Shielded Fluorescent lamps 4 ft	25	↓	3.75
6	SF5 - Shielded Fluorescent lamps 5 - 9 ft	25	↓	3.75
7	UF4 - U Shaped Fluorescent lamps	50	↓	7.50
8	CFL - Compact Fluorescent lamp	50	↓	7.50
9	CFB - Compact Fluor lamp w/ ballast	150	↓	22.50
10	CRF - Circular Fluorescent lamp	25	↓	3.75
11	HPS - High Pressure Sodium lamp	25	↓	3.75
12	MH - Metal Halide lamp	25	1.00/ea	25.00
13	MV - Mercury Vapor lamp	25	↓	25.00
14	Ballast containing PCB's	25	↓	25.00
15	BL - Broken lamp	10	↓	10.00
Subtotal Fluorescent Tubes – Regular				\$ 745.00

Line No.	b) Fluorescent Tubes – Coated Tanning Salons, etc.	Estimated Units (Lamps)	Unit Price	Extension
16	F4 - Fluorescent lamps ≤4 ft	100	0.15/ea	15.00
17	F5 - Fluorescent lamps >4 ft - 6 ft	100	↓	15.00
18	F10 - Fluorescent lamps >6 ft - 8 ft	25		3.75
19	MV - Mercury Vapor lamp	25		3.75
20	BL - Broken lamp	25		3.75
Subtotal Fluorescent Tubes – Coated				
TOTAL CHARGES FOR GROUP D				41.25

GROUP E: TRUCK SERVICES (On-Site Time Only)

Line No	a) Vacuum Truck Service	Estimated Units	Unit Price	Extension
1	Vacuum truck with operator/driver - to include PPE, supplies, etc. – On-site time only	16 hours	95 /hour	1,520.
2	Field technician - to include PPE, supplies, etc. – On-site time only	16 hours	55 /hour	880
3	Pressure washer with operator/driver - to include PPE, supplies, etc. – On-site time only	16 hours	85 /hour	1,360
4	Mobilization fee for work scheduled 72 hours or more in advance	2 events	200/event	400
5	Mobilization fee for emergency response required within 6 hours (Total fee for mobilization for response – fee from line 4 not to be charged.)			200
6	Decontamination - one time fee per event			200
	<i>(lines 7 & 8 were eliminated)</i>			
Total Vacuum Truck Service				4,160.00

Line No	b) Vac-Con Truck Service	Estimated Units	Unit Price	Extension
1	Vac-Con truck with operator/driver - to include PPE, supplies, etc. - On-site time only	16 hours	95/hour	1,520.
2	Field technician - to include PPE, supplies, etc. - On-site time only	16 hours	55/hour	880
3	Pressure washer with operator/driver - to include PPE, supplies, etc. - On-site time only	16 hours	85/hour	1,360
4	Mobilization fee for work scheduled 72 hours or more in advance	2 events	200/event	400
5	Mobilization fee for emergency response required within 6 hours (Total fee for mobilization for response -- fee from line 4 not to be charged.)			200
6	Decontamination - one time fee per event			200
	(Lines 7 and 8 were eliminated)			
Total Vac-con Truck Service				
TOTAL ON-SITE TRUCK SERVICES E				4,160.00

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE: OP

REVISION DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

EXHIBIT B

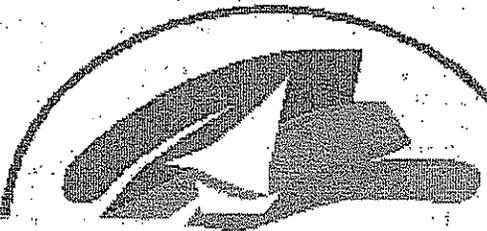
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FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
<p>SAMPLE PURCHASE ORDER</p>  <p>SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE</p>					

REQUESTING
DEPT/DIV

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to Tourism Office Lease with Columbine Management Group, Inc.

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT: 5250

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute First Amendment to the Tourism Office Space Lease with Columbine Management Group, Inc., to include Common Area Maintenance (CAM) terms.

District 3 Dick Van Der Weide

Meloney Lung

BACKGROUND:

In September, 2006, the Board of County Commissioners approved a three (3) year lease with the option of two (2) successive renewal periods of two (2) years each. The 2,490 square foot Tourism office is located at the American Heritage Center, 1230 Douglas Avenue, Longwood, FL.

At the time of approval, the Common Area Maintenance (CAM) was addressed in the verbiage of the Agenda background: "...CAM may increase annually based on actual costs", however, CAM was left out of the actual contract. Based on the Agenda verbiage, the County has been paying the CAM.

The First Amendment adds the CAM terms to the lease.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute First Amendment to the Tourism Office Space Lease with Columbine Management Group, Inc., to include Common Area Maintenance (CAM) terms.

ATTACHMENTS:

1. Agreement
2. Previous Agenda Wording
3. First Amendment Tourism

Additionally Reviewed By:

County Attorney Review (Ann Colby)

TOURISM OFFICE LEASE

THIS LEASE is made and entered into this 12 day of Sept., 2006, by and between COLUMBINE MANAGEMENT GROUP, INC., whose address is 1230 Douglas Avenue, Longwood, Florida 32779, hereinafter referred to as the "LESSOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "LESSEE".

W I T N E S S E T H:

WHEREAS, the LESSOR is the owner of a certain building known as the American Heritage Center, located at 1230 Douglas Avenue, Longwood, Florida 32779; and

WHEREAS, the LESSOR is desirous of leasing space at 1230 Douglas Avenue, Longwood, Florida 32779, for use as offices for the Tourism Office for Seminole County,

NOW, THEREFORE, for and in consideration of the Premises and the mutual covenants and agreements hereinafter contained, the LESSOR and LESSEE agree as follows:

1. LEASED PREMISES. The LESSOR does hereby grant to the LESSEE and the LESSEE does hereby accept from the LESSOR the exclusive use and occupancy of TWO THOUSAND THREE HUNDRED SEVENTY (2,370) square feet located at Unit 116, American Heritage Center, 1230 Douglas Avenue, Longwood, Florida 32779. The Leased Premises shall consist of that space more particularly described in Exhibit "A" attached herein. This space shall be increased to 2,490 square feet at such time as the Metro Orlando Economic Development vacates their currently leased

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

space (120 square feet), which square footage shall be assumed by the LESSEE and made a part of this Lease.

2. **TERM.** The term of this Lease shall commence on October 1, 2006 and shall run for a term of three (3) years, unless sooner terminated as hereinafter provided. This Lease, at the sole option of the LESSEE, may be renewed upon the same terms and conditions for two (2) successive periods of two (2) years each.

3. **RENTAL.**

(a) The LESSEE shall pay rent to the LESSOR for said Premises described in Section 1 hereof at an initial annual rate of SIXTEEN AND 60/100 DOLLARS (\$16.60) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for that calendar month in equal monthly installments.

(b) The rent may be adjusted annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%).

4. **RENOVATIONS.** The LESSOR agrees to repaint and recarpet the entire space and put down tile floor in the lobby, restrooms and in the hallway from the lobby to the restrooms, at its expense. All work shall be subject to approval by LESSEE.

5. **USE.** LESSEE shall occupy the Premises upon the commencement of the term. LESSEE shall at all times conduct its business in a reputable manner and in accordance with law and will not conduct its business within the Premises contrary to any law, statute,

regulation or ordinance. LESSEE shall use the Premises solely for the purpose of general business offices.

LESSOR has not made any representation or warranty as to the suitability of the Premises for the conduct of LESSEE's business. LESSEE shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance, or disturb other LESSEES or neighbors, if any.

LESSEE agrees that so long as this Lease shall remain in effect, that the property described herein shall NOT be used in or for the generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous or toxic substances, as those terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. (1980), and as those terms are defined in any applicable State or local laws, or regulations. LESSEE agrees to fully indemnify and hold harmless LESSOR against any and all claims and losses resulting from a breach of this provision of this Lease. This obligation to indemnify shall survive the payment of all rents and the termination of this Lease.

All common areas and common facilities in or about the Premises and the building shall be subject to the exclusive control and management of the LESSOR. LESSOR shall have the right to construct, maintain and operate lighting and other improvements on said areas; to change the area, level, location and arrangement for parking areas and other facilities and temporarily to close the parking areas to effect such changes; the LESSOR shall permit the LESSEE and its invitees,

without additional charge, to have parking privileges on parity with those of other tenants in parking spaces adjacent to the building. LESSEE agrees to abide by any parking space assignments designated by LESSOR, and to take such reasonable steps as may be necessary to insure that his invitees abide by such parking space assignments.

6. MAINTENANCE. LESSOR, at its sole expense, shall maintain and make all repairs to the interior of the Premises and all improvements located therein necessary to preserve them in good order and condition, normal wear and tear excepted, including, but not limited to defective parts, lighting, doors, electrical wiring, plumbing and the HVAC system. LESSOR shall also be responsible for maintaining the roof and exterior of the Premises, including, but not limited to walls, windows, roof and foundation, except those repairs caused by LESSEE's negligence or misuse of the Premises. The LESSOR shall be responsible for management and maintenance of the common areas of the Premises.

The LESSEE shall be solely responsible for monthly filter changes to the HVAC system, light bulb changes and any repair necessary due to the LESSEE's negligence.

7. UTILITIES AND JANITORIAL SERVICES.

(a) LESSEE shall promptly pay the cost of all electrical, telephone provided to the Premises. LESSOR shall have no liability for any loss or damage occasioned by the interruption or failure in the supply of these services to the Premises for any reason whatsoever. No interruption, termination or cessation of these services shall relieve LESSEE of any of its duties and obligations

under this Lease, including, without limitation, its obligation to pay all rents when due. The LESSOR shall promptly pay the cost of all water, sewer, pest control and trash removal services provided to the Premises.

(b) LESSOR agrees to supply and to pay for janitorial services. Janitorial services shall minimally include:

- (1) Cleaning toilet rooms with disinfectant;
- (2) Vacuuming of carpets;
- (3) Daily emptying and periodic washing of wastebaskets;
- (4) Complete dusting;
- (5) Cleaning of ashtrays;
- (6) Police trash in outside area; and
- (7) Seasonal shampooing of carpets.

8. SIGNS. LESSEE shall not place, construct, erect, affix or attach any sign, billboard or other advertising material to the exterior of the Premises without the prior written consent of LESSOR as to the location, size, materials to be used, design, and substance of advertising material to be contained on the sign. LESSOR may withhold its consent for purely aesthetic reasons and if it determines in its sole discretion, that said advertising media and/or proposed sign is not in keeping with LESSOR's advertising scheme for the property. All cost associated with the purchase and installation of approved signage shall be borne by LESSEE. LESSEE shall keep and maintain all signs installed by it, and shall be responsible for any expense in removal of sign at the end of the term or earlier termination of this Lease.

9. WAIVER OF SUBROGATION. LESSEE covenants that with respect to any insurance coverage carried by LESSEE in connection with the Premises, such insurance shall provide for the waiver by the insurance carrier of any subrogation rights against LESSOR, its agents, servants and employees under LESSEE's insurance policies, where such waiver of subrogation rights does not require the payment of an additional premium.

Notwithstanding any other provision of this Lease, LESSOR shall not be liable to LESSEE for any loss or damage, whether or not such loss or damage is caused by the negligence of LESSOR, its agents, servants or employees, to the extent that such loss or damage is covered by and proceeds are recovered on account of valid and enforceable insurance carried by LESSEE contained a waiver of subrogation clause as stated above.

10. ASSIGNMENT OR SUBLETTING.

LESSEE agrees not to assign this Lease or sublet all or any portion of the Premises without the previous written consent of the LESSOR in each instance first obtained, which consent LESSOR may grant or withhold in its sole discretion. Notwithstanding any assignment or subletting, LESSEE shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease. This prohibition includes any assignment or subletting which would otherwise occur by operation of law.

11. SUBORDINATION. LESSEE agrees that this Lease and all of LESSEE's rights hereunder are and shall remain subordinate to the lien of any mortgage currently encumbering the property of which may

hereafter be placed on the property by LESSOR. LESSEE agrees that within forty-five (45) days after written request from LESSOR it will execute and deliver to LESSOR an estoppel certificate acknowledging that: (a) this lease is unmodified and in full force and effect (or if modified, the extent of such modifications); (b) the dates, if any, to which rent payable hereunder has been paid, including any advance payments intended as security hereunder; (c) that no notice has been received by LESSEE of any default which has not been cured, except as to defaults set forth in said certificate; (d) the fact that no rights of first refusal or options to purchase have been exercised; and (e) the dates of commencement and termination of the lease term, including any extensions thereof and whether or not options to purchase have been exercised.

12. CONDEMNATION OR EMINENT DOMAIN. If at any time during the Lease Term, the whole or any part of the Premises shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of condemnation or eminent domain, the LESSOR shall be entitled to and shall receive any all awards that may be made in such proceeding; and the LESSEE hereby assigns and transfers to the LESSOR any and all such awards that may be made to LESSEE, except for awards for trade fixtures owned by LESSEE.

The LESSEE shall not be entitled to any payment, except as otherwise provided herein, based, inter alia, upon the value of the unexpired term of this Lease, consequential damages to the land not so taken, fixtures, or alterations to the Premises or their use otherwise.

If such proceeding shall result in the taking of the whole or substantially all of the Premises, then this Lease and the term hereof shall terminate and expire on the date of such taking, and the rent and other sums or charges provided in this Lease to be paid by the LESSEE shall be apportioned and paid to the date of such taking.

If such proceeding shall result in the taking of less than the whole or substantially all of the Premises, then this Lease shall continue in full force and effect, with a just and proportionate reduction of rent depending upon the extent of the taking.

For the purposes of this Article, substantially all of the Premises shall be deemed to have been taken if the portion of the Premises not so taken does not constitute, or cannot be repaired or reconstructed so as to constitute, a structure and plot useful by the LESSEE as an entirety for the proper conduct of its activities, substantially as they existed prior to the taking.

13. DAMAGES OR DESTRUCTION. If the Premises shall be partially damaged by any casualty insurable under the insurance policy provided by LESSEE, LESSOR shall, upon receipt of the insurance proceeds, repair the same, (except for improvements or alterations made by LESSEE after the date hereof, and for LESSEE's trade fixtures and equipment) and the Rent shall be abated proportionately as to that portion of the Premises rendered untenable. If that portion of the Premises (a) by reason of such occurrence are render wholly untenable or (b) are damaged as a result of a risk which is not covered by insurance or (c) are damaged to the extent that the cost to repair the same would exceed thirty percent (30%) of the then value of

the Premises, then or in any of such events, LESSOR may either elect to repair the damage or may cancel this Lease by notice of cancellation within sixty (60) days after such event and thereupon this Lease shall expire, and LESSEE shall vacate and surrender the Premises to LESSOR. In the event LESSOR elects to repair any damage, any abatement of rent shall end five (5) days after notice by LESSOR to LESSEE that the Premises have been repaired. If the damage is caused by the negligence of LESSEE or its employees, agents, invitees, or concessionaires and is not covered by insurance, there shall be no abatement of rent.

In the event that the damage to the Premises may reasonably be expected to take longer than sixty (60) days to repair, LESSEE may terminate this Lease by notice of termination served within sixty (60) days after such event and thereupon this Lease shall terminate, and LESSEE shall vacate and surrender the Leased Premises to LESSOR.

14. TERMINATION OF LEASE. The LESSEE may terminate this Lease at its convenience upon ninety (90) days written notice to the LESSOR.

15. SURRENDER OF PREMISES. LESSEE shall, upon expiration of the term or upon the sooner termination of this Lease, peaceably and quietly surrender and deliver the Premises to LESSOR "broom clean" in good order, condition and repair, reasonable wear and tear (and damage by fire or other casualty if the termination is pursuant to Section 13) excepted, and free and clear of liens and encumbrances.

Upon surrender, or upon the expiration of the term or sooner termination of this Lease, whichever shall occur first, all improvements, installations, fixtures (except signs which can be

removed by LESSEE, as provided below, equipment, alterations and additions, whether originally placed in the Premises by LESSEE shall not be removed by LESSEE and title thereto shall, and without further act of either party, vest in LESSOR. Provided, however, if requested by LESSOR, LESSEE shall, at its expense, within the last thirty (30) days of the term or immediately upon any earlier termination of this Lease, remove those items, as requested by LESSOR, from the Premises and promptly repair, at LESSEE's expense, any resulting damage to the Premises. If LESSEE does not remove the items followed LESSOR's request to do so, LESSOR may remove them for the account of LESSEE, and LESSEE shall promptly reimburse LESSOR for the cost of the removal as Additional Rent upon demand.

All trade fixtures placed in the Premises by LESSEE, all personal property of LESSEE, and all signs installed by LESSEE shall be and remain the property of LESSEE and may be removed by LESSEE upon the expiration of the term or earlier termination of this Lease, provided that LESSEE is not then in default under this Lease. LESSEE shall, at its expense, promptly repair any damage to the Premises resulting from the removal. Any trade fixtures, personal property or signs not removed by LESSEE under this section on or before the expiration of the term or earlier termination of this Lease shall, at the option of LESSOR, become the property of LESSOR and title shall, without further action of either party, automatically vest in the LESSOR.

16. DEFAULT. The following shall be Events of Default hereunder:

- (a) A default in the payment, when due, of any rent;

(b) A default in the performance of either party's obligations under this Lease other than the obligation to pay rent which has not been cured within fifteen (15) days after the party shall have received written notice from the other party of such default; or

(c) If LESSEE is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of creditors, or if any petition or other proceedings is filed by LESSEE for appointment of a trustee, receiver, guardian, conservator or liquidator of all, or substantially all, of LESSEE's property, or if such a petition or other proceeding shall be filed against LESSEE.

(d) The cessation of business operations on the Premises, without the prior written consent of LESSOR, for a period of thirty (30) consecutive days.

In the event of default by LESSEE, LESSOR shall have the option of: (a) terminating this Lease and retaining all advance rent as full and liquidated damages for LESSEE's default; or (b) terminating LESSEE's right of possession without thereby terminating this Lease, and reletting the Premises on account for LESSEE, in which event all expenses and costs incurred by LESSOR in connection with such retaking of possession, including all repairs and alterations necessary to make the Premises suitable for another tenant, shall be recoverable by LESSOR from LESSEE; or (c) accelerating the rental due for the balance of the term of this lease; or (d) pursuing any and all other remedies at law or in equity which are known or may hereafter be available to LESSOR. Pursuit of any of these foregoing remedies shall not preclude

pursuit of any of the other remedies herein provided or any other remedies provided by law.

17. INSPECTION. LESSEE will permit LESSOR, its agents, employees and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease upon twenty-four (24) hours written notice to LESSEE, or immediately in case of an emergency. LESSEE shall provide LESSOR with keys to all portions of the Premises. The parties agree that LESSOR may actively advertise the property (the Premises being a part thereof). Therefore, LESSOR reserves the right to keep posted on the property "For Sale" signs during the term of this Lease.

18. HOLDING OVER. In the event LESSEE or any other party remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Premises as a tenant at sufferance at twice the Rent last in effect, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a tenancy at sufferance cancelable by either party upon thirty (30) days written notice to the other.

19. NONWAIVER. The failure of either party to insist upon strict performance of any of the terms, conditions, covenants and stipulations of this Lease, or to exercise any option herein conferred in any one or more instances shall be construed as a waiver or relinquishment of any such terms, conditions, covenants, stipulations and options, but the same shall be and remain in full force and effect.

20. APPLICABLE LAW AND SEVERABILITY. This Lease shall be construed under and governed by the laws of the United States of America and the State of Florida. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or enforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

21. MECHANIC'S LIENS. The parties agree that alteration of the Premises by LESSEE is not a substantial or integral consideration for the execution of this Lease by LESSEE. ANY PERSON OR PERSONS PROVIDING LABOR, OR FURNISHING MATERIALS OR SERVICES TO THE PREMISES AT THE REQUEST OF LESSEE SHALL LOOK SOLELY TO THE INTEREST OF LESSEE IN THE PREMISES FOR THE SATISFACTION OF ANY CLAIM OR LIEN THEREON TO BE PLACED ON THE PROPERTY OR ON LESSOR'S INTEREST THEREIN. Any such claim or lien so filed against the property shall be discharged or transferred to the lien of other security posted by LESSEE within thirty (30) days after receipt of notice thereof by LESSEE.

22. SUCCESSORS. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon LESSOR, its successors and assigns, and shall be binding upon LESSEE, its successors and assigns, and shall inure to the benefit of LESSEE and only such assigns of LESSEE to whom the assignment by LESSEE has been consent to by LESSOR.

23. NOTICES. Any notice required or permitted to be given to either party pursuant to the terms hereof shall be in writing, and

sent postage prepaid, certified mail, return receipt requested, addressed to LESSOR at the address set forth at the commencement of this Lease, unless another address is designated in writing by LESSOR; and addressed to LESSEE at the address of the property unless another address is designed in writing by LESSEE. All such notices shall be deemed effective on the date of postmark, unless otherwise provided in this Lease.

24. ENTIRE AGREEMENT. This Lease contains the entire agreement of the parties hereto, both written and oral, and shall not be amended, altered or otherwise modified except in writing signed by the parties hereto.

25. FURTHER ASSURANCES. The parties agree to execute any and all other and further documents reasonably necessary in order to ratify, confirm and effectuate the intent and purposes of this Lease.

26. RADON GAS DISCLOSURE. Pursuant to Section 404.056, Florida Statutes, the following notice is hereby given to the undersigned LESSEE.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and State guidelines have been found in building in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The undersigned LESSEE hereby acknowledges that it has read this notice prior to the execution of this Lease Agreement.

27. AUTHORITY. LESSEE hereby covenants and warrants that (i) LESSEE is a duly authorized and existing political subdivision of the State of Florida; (ii) LESSEE is qualified to do business in the State of Florida; (iii) LESSEE has full right and authority to enter into this Lease; (iv) each of the persons executing this Lease on behalf of the LESSEE is authorized to do so, and (v) this Lease constitutes a valid and legally binding obligation on LESSEE, enforceable in accordance with its terms.

28. REMODELING IMPROVEMENTS AND ALTERATIONS. After occupancy of the Premises by the LESSEE, the LESSOR grants to LESSEE the right to make partition changes, alterations and decorations as it desires at its own expense in the Leased Premises; providing, however, that LESSEE shall make no structural change which will impair the structural integrity of the Premises without the prior written consent of LESSOR.

29. INSURANCE. The LESSEE shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the LESSEE of the Leased Premises, excepting adjacent sidewalks and alleys, and the LESSOR shall not be liable for any such claims arising out of its ownership of the Premises. The LESSEE shall, at the request of the LESSOR, provide the LESSOR with proof of its coverage against claims.

30. HOLD HARMLESS. Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to persons

or property, including court costs and attorney's fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

31. ATTORNEY'S FEES. In the event that it shall be necessary for either party to bring suit to enforce this Agreement or for damages on account of any breach of this Agreement or of any covenant, condition, requirement or obligation contained herein, both parties agree to limit prevailing party's attorney's fees at the hourly rate of SEVENTY-FIVE AND NO/100 DOLLARS (\$75.00/hour), in addition to its damages, both at the trial and appellate level.

32. INDEMNIFICATION. LESSEE shall pay all loss or damage occasioned by or growing out of the use and occupancy of the Premises by LESSEE, its agents, employees, guests, customers and invitees and LESSEE will indemnify, protect and save LESSOR harmless from and against any loss or liability thereof or therefore and from and against any expense, cost and attorney's fees incurred in connection with any claim for such loss or damage, including costs and attorney's fees on appeal, as may be permitted under the laws of the State of Florida.

33. CLEANLINESS OF PREMISES. LESSEE will keep the interior of the Premises clean and will not improperly or unlawfully release, store, handle or dispose of any refuse, trash or hazardous materials or contaminants in the Premises or in or around the American Heritage Center of which the Premises form a part. LESSEE shall immediately notify LESSOR and appropriate governmental agencies and authorities having jurisdiction if a release of such materials occur, and shall

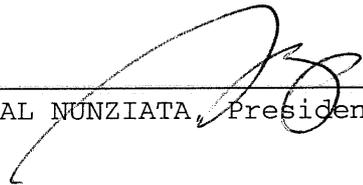
take complete corrective action to clean and remove the material and restore the Premises in compliance with procedures established by such authorities and shall provide appropriate evidence of compliance to LESSOR. LESSEE agrees to hold LESSOR harmless of and from any liability, public or private, arising as a result of such release or contamination.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

ATTEST:

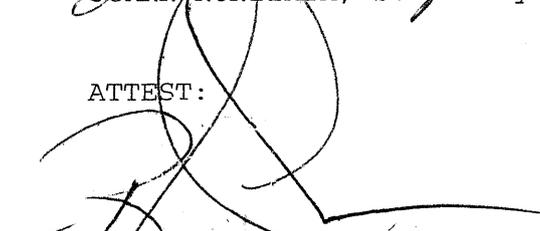
COLUMBINE MANAGEMENT GROUP, INC.

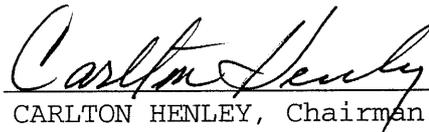

JOANN NUNZIATA, Secretary

By: 
SAL NUNZIATA, President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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

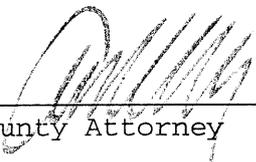
By: 
CARLTON HENLEY, Chairman

Date: 9-12-06

For the use and reliance
of Seminole County only.

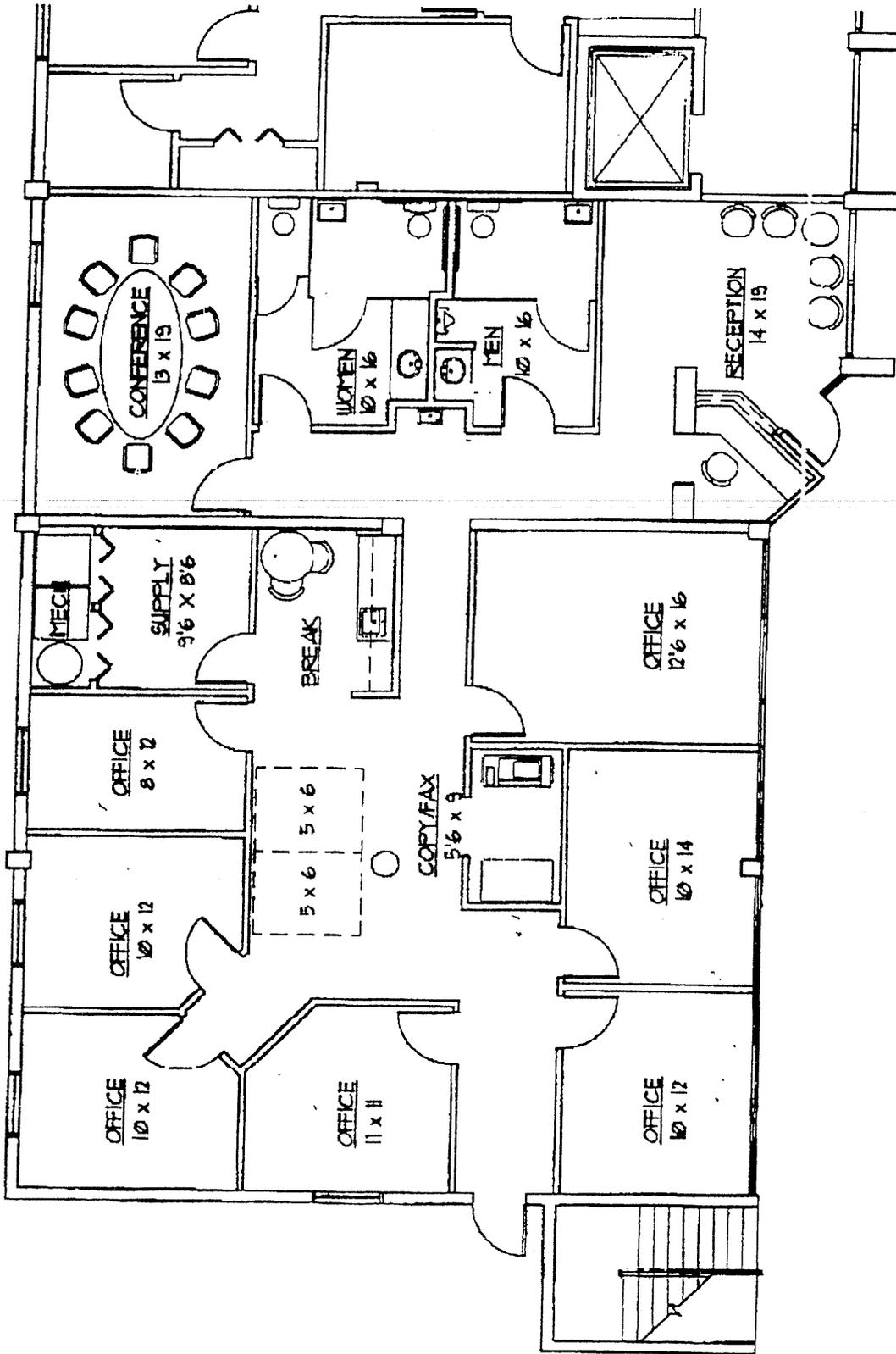
As authorized for execution by
the Board of County Commissioners
at their Sept. 12, 2006
regular meeting.

Approved as to form and
legal sufficiency


County Attorney

AC/lpk
7/24/06
Tourism-eco dev office lease

Attachment:
Exhibit "A" - Space Plan



SEMINOLE COUNTY COURTHOUSE
 SPACE PLAN OPT. 'E'

SCALE: 1/8" = 1'-0"

032499

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Tourism Office Lease

DEPARTMENT: Administrative Services **DIVISION:** Support Services

AUTHORIZED BY: Steve Howard **CONTACT:** Meloney Lung *mar* **EXT.** 5255

Agenda Date <u>9/12/06</u> Regular <input type="checkbox"/> Consent <input checked="" type="checkbox"/> Work Session <input type="checkbox"/> Briefing <input type="checkbox"/> Public Hearing – 1:30 <input type="checkbox"/> Public Hearing – 7:00 <input type="checkbox"/>

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Tourism Office Lease at American Heritage Center.

BACKGROUND:

On October 8, 2006, the Tourism Development Department will complete a 7-year lease consisting of an original term of three (3) years with two (2) successive renewals of two (2) years each. The 2,490 square foot office is in Longwood and Tourism occupies 2,370 square feet; Metro Orlando EDC occupies the remaining 120 square feet. When the Metro Orlando EDC relocates next spring, the 120 square feet will be incorporated into this lease.

Initially, staff investigated the possibility of leasing space in the new office facility planned by Seminole Community College (SCC) in Heathrow. Upon learning space had not been allotted for Tourism, Support Services provided information on twenty-one (21) possible rental properties, but only six (6) met criteria for accessibility, parking, weekend hours, etc. Of those, the Commons at Primera seemed to be the best fit, but the rate was considerably higher than the current rate of \$19.15 per square foot. Staff feels it would be in the County's best interest to remain in the present location pending construction of Phase Two of the Heathrow building in approximately two (2) years. The County has the right to terminate this lease with 90 days written notice.

The term of the new lease is October 1, 2006 through September 30, 2009. The rate for the first year is \$3,855.86 per month or \$19.52 per square foot (\$16.60 PSF base rent and \$2.92 PSF for Common Area Maintenance [CAM]). The base rent increases 3% annually on the anniversary. CAM may increase annually based on actual costs. Tourism has funds budgeted for the renewal.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: _____
File No. <u>CASS01</u>

FIRST AMENDMENT TO TOURISM OFFICE LEASE

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Lease made and entered into on September 12, 2006, between **COLUMBINE MANAGEMENT GROUP, INC.**, whose address is 1230 Douglas Avenue, Longwood, Florida 32779, hereinafter referred to as "LESSOR," 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 "LESSEE".

W I T N E S S E T H:

WHEREAS, LESSOR and LESSEE entered into the above-referenced Lease on September 12, 2006, for lease of office space for the Seminole County Tourism Office; and

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

WHEREAS, Section 24 of the Lease provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

1. Section 3 of the Agreement is amended to read:

SECTION 3. RENTAL

(a) LESSEE shall pay rent to LESSOR for said Premises described in Section 1 hereof at an initial annual rate of SIXTEEN AND 60/100 DOLLARS (\$16.60) per square foot for the first year of the Lease term, payable on or before the tenth (10th) day of each calendar month for

that calendar month in equal monthly installments.

(b) The rent may be adjusted annually by three percent (3%). Each adjustment shall be effective upon the Lease anniversary date. Rental adjustments shall be calculated by multiplying the current annual rent by three percent (3%).

(c) In addition to the rent as stated above, LESSEE shall pay an additional Common Area Maintenance (CAM) fee annually to LESSOR. The CAM fee shall be equal to THREE AND 27/100 DOLLARS (\$3.27) per square foot of usable space of the leased premises, currently 2,490 square feet. The CAM may be automatically increased each year of the lease term, but only to reflect the actual cost of said maintenance.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

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

ATTEST:

COLUMBINE MANAGEMENT GROUP, INC.

JOANN NUNZIATA, Secretary

By: _____
SAL NUNZIATA, President

(CORPORATE SEAL)

Date: _____

(COUNTY SIGNATURE PAGE FOLLOWS)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AEC:jjr
10/25/2007
P:\Users\jroyal\Administrative Services\Tourism Office Lease-First Amd.doc



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Mutual Termination of the Lease between Seminole County and the Seminole County Sheriff's Office relative to Minibike Trail at the Seminole County Landfill.

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT: 5250

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Mutual Termination of the Lease between Seminole County and the Seminole County Sheriff's Office relative to Minibike Trail at the Seminole County Landfill.

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

In March, 1998, the Board of County Commissioners approved a ten (10) year lease of a portion of the Seminole County Landfill for operation of a national youth project using minibikes. In October, 2007, Seminole County received a letter from Sgt. Dwayne Johnson, Executive Director of the Seminole County Police Athletic League (PAL), stating that the organization no longer needs this location at the County Landfill for the PAL Off-Road Dirt Bike Program (letter attached.) Seminole County Solid Waste Management Division is developing plans to use this site to expand its borrowing pit.

Termination is in compliance with lease terms.

(See attached lease for real estate description.)

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Mutual Termination of the Lease between Seminole County and the Seminole County Sheriff's Office relative to Minibike Trail at the Seminole County Landfill.

ATTACHMENTS:

1. Agreement
2. Letter from PAL Exec. Director
3. Termination Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

**LEASE BETWEEN SEMINOLE COUNTY AND
SEMINOLE COUNTY SHERIFF RELATIVE TO MINIBIKE TRAIL**

THIS LEASE is made and entered into this 19th day of March, 1998, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as COUNTY, and the SEMINOLE COUNTY SHERIFF'S OFFICE, whose address is Sanford Airport, Building 310, 1345 East 28th Street, Sanford, Florida 32773, hereinafter referred to as SHERIFF'S OFFICE.

W I T N E S S E T H:

WHEREAS, the COUNTY is the owner of certain land, known as the Seminole County Landfill; and

WHEREAS, the Board of County Commissioners has the authority to lease real property for particular uses it deems to be in the best interest of the citizens of Seminole County; and

WHEREAS, the Board of County Commissioners has determined the granting of such rights and privileges to the SHERIFF'S OFFICE under the terms and conditions of this Lease constitutes a County purpose in the best interest of the citizens of Seminole County and is consistent with the objectives, policies and goals of the Seminole County Comprehensive Plan and the provisions of the Land Development Code of Seminole County; and

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, the COUNTY and SHERIFF'S OFFICE agree as follows:

1. **LEASED PREMISES.** As consideration for the terms and conditions as set forth herein, the COUNTY hereby leases and demises to the SHERIFF'S OFFICE the following described real estate, a portion of the Seminole County Landfill, situated in the County of Seminole, State of Florida, to-wit:

SW 354' from marker Seminole County GPS 0160
along existing fence line NW 580' angle SW
2490' angle SW 860' angle SE 1000' back to
fence line angle NE 3640' along existing fence
line to the Point of Beginning.

2. **TERM.** The term of this Lease is for a period of ten (10) years effective upon execution of this Lease.

3. **RENTAL.** SHERIFF'S OFFICE shall pay COUNTY, as rent for the demised premises, the annual sum of ONE AND NO/100 DOLLARS (\$1.00), payable without demand on the date this Agreement is executed and on the same day annually for the term of this Lease.

4. **USE OF LEASED PREMISES.**

(a) The premises shall be exclusively used for operation of a national youth project using minibikes (NYPUM) (in accordance with attached master plan (Figure 4) attached to Exhibit "A") and shall be subject to the following conditions:

(1) Prior to using the leased premises for NYPUM, SHERIFF'S OFFICE shall, only if required under the terms of the COUNTY'S Comprehensive Plan or land development regulations, or State law, obtain all necessary development orders and/or development permits. The approved uses of the premises are depicted in the narratives and site plan for the premises which are attached

herein as Exhibit "A" and is made a part of this Agreement, along with the terms and conditions contained therein.

(2) The days and hours of use of the premises are limited to Monday through Saturday, 9:00 a.m. until 5:00 p.m.

(3) The SHERIFF'S OFFICE shall not, through the use of the premises and operation of NYPUM, disturb the tree buffer adjacent to Osceola Road.

(4) The NYPUM course to be located on the premises shall not be used unless approved NYPUM instructors are present on the site.

(5) Only NYPUM approved minibikes designed for off-road riding and equipped with 100 cc or smaller engines shall be used on the NYPUM course by participants. However, approved NYPUM instructors may, in furtherance of their NYPUM Project duties, operate off-road motorcycles on the course with 200 cc or smaller engines.

(6) The SHERIFF'S OFFICE shall obtain from all participants in the NYPUM program located on the leased premises a hold harmless and indemnification agreement, approved by the COUNTY, releasing the COUNTY from liability in the event of property damage and injury or death to persons arising out of the use of the leased premises.

(b) The SHERIFF'S OFFICE covenants that it will not use or permit the premises to be used for any purpose other than as described above, nor for any purpose prohibited by the laws of the United States of America, the State of Florida, or the ordinances

of Seminole County; it shall not use or keep any substances or material on or about the leased premises which may vitiate or endanger the validity of the insurance on said premises or increase any hazard or risk and it shall not permit any nuisance on the demised premises. If any use of the premises by the SHERIFF'S OFFICE under this Agreement violates any conditions of the County's landfill operating permit, this Agreement may be terminated by the COUNTY immediately and without notice.

(c) The SHERIFF'S OFFICE agree to construct, at its sole cost, a fence around those portions of the premises which are currently not fenced. Said fencing must be approved by the COUNTY prior to installation. Maintenance of said fence during the term of this Agreement shall be the sole responsibility of the SHERIFF'S OFFICE.

(d) during the term of this Agreement, the SHERIFF'S OFFICE shall construct no permanent structure on the premises, and shall erect no temporary structure without the approval of the COUNTY.

5. QUIET POSSESSION. The COUNTY shall warrant and defend the SHERIFF'S OFFICE in the enjoyment and peaceful possession of the premises during the term of this Lease; provided, however, that the COUNTY shall have the ongoing and continual right to monitor and observe the activities conducted on the premises and shall have all reasonable rights of access necessary to accomplish same or to implement permit conditions relative to its landfill operations.

6. ASSIGNMENT AND SUBLETTING. The SHERIFF'S OFFICE shall not assign or sublet the demised premises, or any part thereof, without

first obtaining the written consent of the COUNTY; provided, however, the SHERIFF'S OFFICE may issue licenses and/or enter subleases that are consistent with the terms of the Lease to or with either the SEMINOLE COUNTY POLICE ATHLETIC LEAGUE and/or THE SEMINOLE COUNTY YMCA FAMILY CENTER.

7. **HOLD HARMLESS.** The SHERIFF'S OFFICE agrees, to the extent permitted by law, to hold harmless, indemnify and defend COUNTY, its commissioners, officers, employees, and agents from and against any and all claims, liability, loss or damage COUNTY may sustain as a result of claims, demands, costs or judgments arising from, allegedly arising from or related to injury or damages of whatsoever nature to persons or property from the SHERIFF'S OFFICE'S use or assigned use of the premises.

8. **INSURANCE.**

(a) The SHERIFF'S OFFICE further agrees that, in order to protect itself as well as the COUNTY, their commissioners, officers, employees and agents under the indemnity agreement provision hereinabove set forth, the SHERIFF'S OFFICE shall require that any licensee or sublessee provide, pay for and maintain the following insurance policies in force at all times during the term of this Lease, and any such licensee or sublessee shall specifically protect the COUNTY by naming COUNTY as a named insured on the policies:

(1) Commercial General Liability Insurance.

(A) This insurance shall cover any and all 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.

(B) The insurance shall have and maintain separate limits of coverage applicable to this Lease, its terms and services provided upon or within the demised premises. The minimum coverage limits to be maintained (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 of specified coverage for each project:

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

(2) Property Damage Insurance. Such insurance shall have limits in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage on account of any one (1) claim and in an amount not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damages on account of any one (1) occurrence.

(3) Fire Insurance and Extended Coverage Insurance. Such insurance shall be carried in an amount not less than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) for damage to the premises

and the COUNTY's contents therein. Said insurance shall contain a waiver of subrogation by the insurer. In the event the demised premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, the COUNTY may rebuild or repair such damaged or destroyed portions and the obligation of the SHERIFF'S OFFICE to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable. In the event the COUNTY elects not to rebuild or repair the demised premises or shall fail to proceed with such restoration for a period of thirty (30) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

(4) Medical Expense Insurance. Such insurance shall be carried with limits in the amount not less than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per any one person and in an amount not less than FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.-00) for accidental death for any one person.

(b) Prior to the commencement of a license or sublease, the licensee or sublessee shall furnish to the COUNTY a certificate or written statement of the above-required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the COUNTY in such insurance shall not be effective until thirty (30) days after written notice thereof to the COUNTY. COUNTY reserves the right to require a certified copy of such policies upon request.

(c) The maintenance of the insurance coverage set forth herein shall not be construed to limit any liability under the provisions of the indemnification clause.

(d) The SHERIFF'S OFFICE agrees to insert the substance of this clause, including this subsection (d), in all licenses and subleases relating to the demised premises.

9. **FAILURE TO SECURE INSURANCE.** If, at any time during the term of this Lease, the foregoing insurance is not secured or maintained, the COUNTY shall be permitted (but is not obligated) to obtain such insurance in the licensee or sublessee's name or as the agent of the licensee or sublessee and shall be compensated by the licensee or sublessee for the cost of the insurance premiums. The licensee or sublessee shall pay COUNTY interest on paid insurance premiums at the highest rate per annum computed permitted by law from the date written notice is received that premiums have been paid.

10. **CANCELLATION AND TERMINATION.** This Lease may be canceled or terminated by either party at any time, with or without cause, upon not less than thirty (30) days' written notice delivered to the other party or, at the option of the COUNTY, immediately in the event any of the terms, covenants or agreements of this Lease have been violated.

11. **SURRENDER OF POSSESSION.** The SHERIFF'S OFFICE agree to deliver up and surrender to the COUNTY possession of the demised premises at the expiration or termination of this Lease, in as good condition as when the SHERIFF'S OFFICE take possession except for

ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power. The COUNTY may impose any and all environmental conditions that are reasonably necessary as generally contemplated in the environmental assessment attached as Exhibit "B").

12. **REMOVAL OF PROPERTY.** SHERIFF'S OFFICE shall, without demand therefor and at its own cost and expense prior to expiration or sooner termination of the term hereof or of any extended term hereof, remove all property belonging to it and all alterations, additions, or improvements, and fixtures which, by the terms hereof, it is permitted to remove; repair all damage to the demised premises caused by such removal; and restore the demised premises to the condition they were in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by SHERIFF'S OFFICE and may be retained or disposed of by COUNTY.

13. **ACCEPTANCE OF PREMISES BY SHERIFF'S OFFICE.** The taking of possession of the said demised premises by the SHERIFF'S OFFICE shall be conclusive evidence as against the SHERIFF'S OFFICE that said premises were in good and satisfactory condition when possession of the same was taken, latent hidden defects excepted. Further, the SHERIFF'S OFFICE agree to keep the leased premises in good order and repair during their occupancy of the premises.

14. **MAINTAINING SECURITY AND SAFETY OF PREMISES.** The SHERIFF'S OFFICE agrees, during the term of this Agreement, to

maintain the leased premises in a secure and safe manner. The SHERIFF'S OFFICE, but not the COUNTY, shall be responsible or liable for losses to same due to a breach of security or safety.

15. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the COUNTY or by the SHERIFF'S OFFICE shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

16. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

17. **NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested and sent to:

FOR COUNTY:
Solid Waste Division Manager
1634 S.R. 419
Longwood, Florida 32750

FOR SHERIFF'S OFFICE:
Seminole County Sheriff's Office
Sanford Airport - Building 310
1345 East 28th Street
Sanford, Florida 32773

Either of the parties may change by written notice as provided above, the addresses or persons for receipt of notices.

18. **DEFAULT.** Either party to this Lease, in the event of an act of default by the other, shall have all remedies available to it under the laws of the State of Florida, including, but not limited to, injunction to prevent default or specific performance to enforce this Lease agreement.

19. **ATTORNEY'S FEES.** If any action at law or in equity shall be brought to recover any rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Lease, or for the recovery of the possession of the demised premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

20. **APPLICABLE LAW.** This Lease shall be construed under and in accordance with the laws of the State of Florida.

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

WITNESSES:

SHERIFF'S OFFICE OF SEMINOLE
COUNTY, FLORIDA

Penny J. Fleming
Print Name Penny J. Fleming

[Signature]
DONALD F. ESLINGER, SHERIFF

Lynn Francis
Print Name Lynn Francis

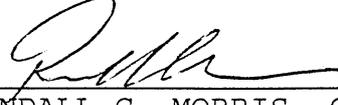
DATE: 3-3-98

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



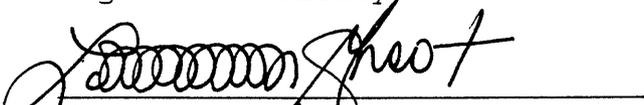
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: 
RANDALL C. MORRIS, Chairman

Date: 3/19/98

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 Commis-
sioners at their 24 Feb.,
1998, regular meeting.


County Attorney 3-23-98

LG/gn
2/9/98
Attachment
Exhibit "A" - Total Site Plan
MINIBIKE.LSE

Seminole County Police Athletic League

"Filling Playgrounds, Not Prisons"

October 22, 2007

Lorraine Hajeski
Contracts and Leasing Coordinator
Support Services
200 W. County Home Road
Sanford, FL 32773

The logo for the Seminole County Police Athletic League (PAL) features the letters "PAL" in a bold, white, sans-serif font. The letters are set against a red background that has a wavy, top edge. The entire logo is centered within a yellow rectangular frame.

Dear Lorraine,

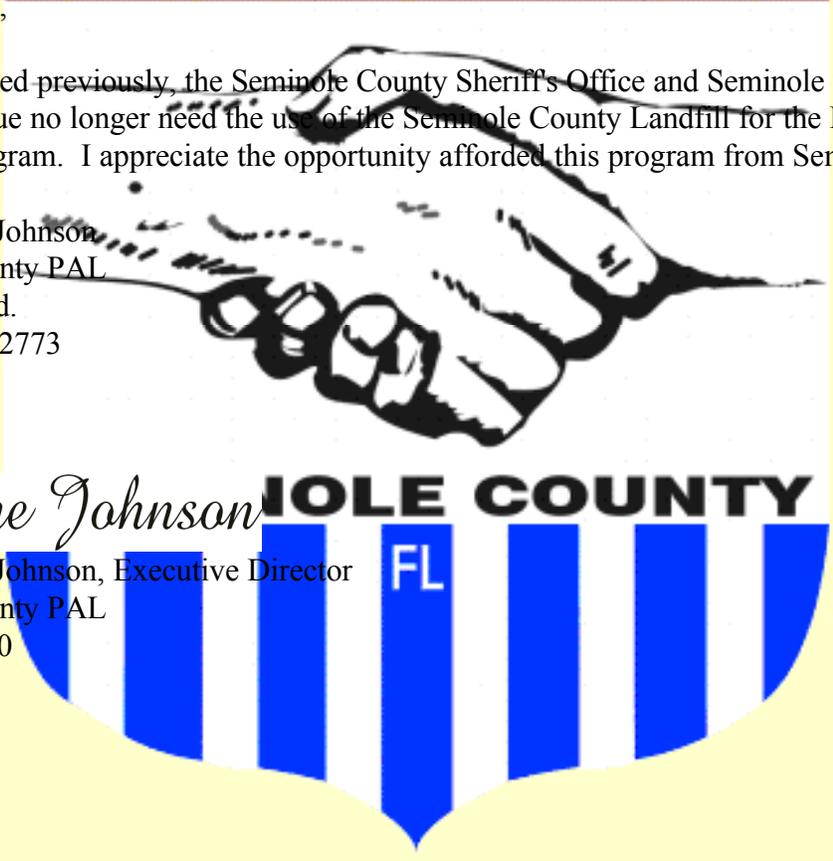
As we discussed previously, the Seminole County Sheriff's Office and Seminole County Police Athletic League no longer need the use of the Seminole County Landfill for the PAL Off-Road Dirt Bike Program. I appreciate the opportunity afforded this program from Seminole County.

Sgt. Dwayne Johnson
Seminole County PAL
100 Bush Blvd.
Sanford, FL 32773

Sincerely,

Dwayne Johnson

Sgt. Dwayne Johnson, Executive Director
Seminole County PAL
(407)708-7670

The logo for Seminole County, Florida, features the words "SEMINOLE COUNTY" in a bold, black, sans-serif font. Below the text are five vertical blue bars of varying heights, with the letters "FL" in white on the second bar from the left. The entire logo is centered within a yellow rectangular frame.

**MUTUAL TERMINATION OF LEASE BETWEEN SEMINOLE COUNTY
AND SEMINOLE COUNTY SHERIFF'S OFFICE RELATIVE TO MINIBIKE TRAIL**

THIS MUTUAL TERMINATION of Agreement is made and entered into this _____ day of _____, 20__, by and between the **SEMINOLE COUNTY SHERIFF'S OFFICE**, whose address is 100 North Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as "SHERIFF'S OFFICE", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, on March 19, 1998, the parties entered into a Lease of COUNTY land at the Seminole County Landfill; and

WHEREAS, said Lease has since been deemed unnecessary by the parties,

NOW, THEREFORE,

1. SHERIFF'S OFFICE and COUNTY hereby agree that the Lease Agreement issued on March 19, 1998, is hereby terminated.

2. The parties agree that no payment or services are due under said Lease.

(End of Document - Signature Page Follows)

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

SEMINOLE COUNTY SHERIFF'S OFFICE

Witness

By:_____

Print Name

Title:_____

Witness

Printed Name:_____

Print Name

Date:_____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

 By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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:jjr
10/26/2007
P:\Users\jroyal\Administrative Services\Mutual Termination of Lease-SCSO & SC.doc

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Reflections at Hidden Lakes, Inc. Tenant Estoppel Certificates

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT:

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute Reflections at Hidden Lakes, Inc. Tenant Estoppel Certificates for the following leases:

1. Reflections Tower and Front space
2. Reflections Tanks offices
3. Reflections Community Services offices
4. Reflections Environmental Services Program Management Contract space.

District 5 Brenda Carey

Meloney Lung x5256

BACKGROUND:

The Reflection Plaza complex houses offices for County staff. The first lease with Reflections at Hidden Lakes, Inc. began January, 1993, with amendments in October, 1995; February, 1998; May, 2001; and December, 2005. These offices are used by Engineering, Roads/Stormwater, County Attorney, and Environmental Services. The First Renewal was approved by the Board in December, 2005. A Second Renewal and Fifth Amendment are presented at the Dec. 11, 2007, BCC meeting. This lease includes the towers and the front office areas: suites 100, 103, 200 at 520 West Lake Mary Blvd. and 500 West Lake Mary Blvd.

The second lease for Reflections space began January, 2006, for space used for the Tanks offices at 540 West Lake Mary Blvd.

The third lease for Reflections began April, 2006 for space used for the Environmental Services Project Management Contract at 510 West Lake Mary Blvd.

The fourth lease at Reflections began June, 2006 for space used by Community Services at 532 West Lake Mary Blvd.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize Chairman to execute the four (4) Tenant Estoppel Certificates for Reflections at Hidden Lakes, Inc.

ATTACHMENTS:

1. Agreement
2. First Amendment
3. Second Amendment
4. Third Amendment
5. Fourth Amendment
6. Four Estoppel Certificates
7. Agreement
8. Agreement
9. Agreement

Additionally Reviewed By:

County Attorney Review (Ann Colby)

1-3-93

LEASE

THIS LEASE is made and entered into this 14th day of January, 1993 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, 17th Floor, Firststate Tower, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **TENANT**.

W I T N E S S E T H

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "Project"), located at 520 East Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in the first and second floors of what is known as the Tower Building (the "Tower Building") in the Project for use as county offices for Seminole County and other county purposes.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the **LANDLORD** and **TENANT** agree as follows:

1. **LEASED PREMISES**. The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and occupancy of 17,961.75 square feet of office space and more particularly described as:

(a) Approximately 450 square feet located on the first floor of the Tower Building, as outlined and set forth in Exhibit "A" attached hereto; and

(b) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as outlined and set forth in Exhibit "B" attached hereto.

Said space as set forth in both Exhibits "A" and "B" constitute the Leased Premises under the Lease.

2. **TERM.** The term of this Lease shall be as follows:

(a) The initial term of this Lease shall commence on the Commencement Date (as defined below) and shall thereafter continue through September 30, 1996. For the purposes of this subparagraph (a), the term "Commencement Date" shall mean the date the Leased Premises are available for occupancy by the **TENANT** in the manner and as set forth in paragraph 7(d) below.

(b) Upon the expiration of the initial term and each renewal term, as the case may be, this Lease shall be automatically renewed as follows:

(i) The first renewal term immediately following the initial term shall be for a period of two (2) years.

(ii) After said two-year renewal term, the Lease shall be automatically renewed for successive periods of one (1) year each.

(c) The **TENANT** shall have the right at any time to terminate this Lease by the giving of written notice of such to the **LANDLORD** not less than seven (7) months prior to the end of the then existing term, in which event, the Lease shall expire at the end of said existing term (subject, however, to the provisions of paragraph 25 below which permits under certain circumstances the **TENANT** to remain in possession after said expiration).

(d) Through the Lease year ending September 30, 1998, the **LANDLORD** shall have no right to terminate this Lease other than due to a default by the **TENANT**. For the Lease year beginning October 1, 1998, the **LANDLORD** shall have the right at any time to terminate this Lease by the giving of written notice of such to the **TENANT** not less than seven (7) months prior to the end of the then existing term, in which event, the Lease shall expire at the end of said existing term.

3. **RENTAL.** The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises the following rental:

(a) For the first year commencing on the Commencement Date, a monthly rental of **THIRTEEN THOUSAND SIX HUNDRED TWENTY AND 99/100 DOLLARS (\$13,620.99)** (the "Base Monthly Rent"). The Base Monthly Rent has been calculated based upon

12,702.92

3

+ 817.07

13,620.99

reference to ...

8/17/98

an annual rate of \$9.10 per foot and is the amount upon which the foregoing Base Monthly Rent has been so calculated using the square footage referenced in paragraph 1 above.

(b) For each year from and after the first Anniversary Date (as defined below), including each and every year during any renewal period, a revised monthly rental equal to the sum of the following:

(i) An amount determined by multiplying a sum equal to (A) the Base Monthly Rent, less (B)\$0.60 (60 cents), by a fraction, the numerator of which shall be the Index Figure for the month immediately preceding the Anniversary Date, and the denominator of which shall be the Index Figure for the month immediately preceding the Commencement Date provided, however, that any increase in monthly rent as determined under this clause (i) shall not exceed the cumulative amount of five percent (5%) per annum; plus

(ii) \$0.60 (60 cents).

Thus, the monthly rent will be the sum of both amounts determined under clauses (i) and (ii)(above).

(c) The monthly rent due under this Lease shall be payable on or before the tenth (10th) day of each calendar month for that calendar month.

(d) In the event the Commencement Date is other than on the first day of a month, the monthly rent shall be paid pro rata for that portion of the month after the Commencement Date.

(e) The term "Anniversary Date" shall mean the date one year from the Commencement Date, and each year thereafter. In the event the Commencement Date is other than on the first day of a month, the Commencement Date for the sole purpose of determining the Anniversary Date hereunder shall be deemed to be the first day of the first full month following the Commencement Date.

(f) The Index figure shall be the revised Consumer Price Index for Urban Wage Earners and Clerical Workers issued by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index Figure")

4. **OPTION SPACE.** The **TENANT** shall have the further right to acquire additional space (the "Option Space") located on the second floor of the Tower Building as set forth and described in Exhibit "B" attached hereto as follows:

(a) For the period from the date hereof through September 30, 1993, the **TENANT** shall have the option to lease the Option Space. After September 30, 1993, if the **TENANT** has not previously exercised its option hereunder, the **TENANT** may nevertheless exercise its

option to lease the Option Space provided the **LANDLORD** has not leased the Option Space or any portion thereof to any third party, in which event, the option granted the **TENANT** shall only be as to such portion of the Option Space which the **LANDLORD** has not leased to a third party.

(b) To exercise the option hereunder, the **TENANT** must so notify the **LANDLORD** in writing.

(c) If the option hereunder is exercised, the Option Space shall be deemed to thereafter be part of the Leased Premises hereunder and this Lease shall be applicable to the Option Space commencing thirty (30) days after the **TENANT** has given said notice.

(d) With respect to the additional rent payable on the Option Space, the **TENANT** shall pay to the **LANDLORD** additional monthly rental:

(i) For the period up to the first Anniversary Date, an amount equal to \$8.50 per foot for each foot contained in the Option Space; and

(ii) For the period from and after the First Anniversary Date, the amount determined from time to time under paragraph 3(b)(i) above.

As such, the amount of the monthly rental applicable to the Option Space shall not include the rental portion

set forth under paragraph 3(b)(ii) above, but the rental rate for the Option Space shall be subject to adjustment from time to time on the same dates and in the same manner as the rental for the remainder of the Lease Premises as adjusted under paragraph 3(b)(i).

(e) The **LANDLORD** reserves the right to have access to and from the Option Space to and from the elevators and the restrooms over the hallways and corridors shown in Exhibit "B", and if the **LANDLORD** leases any of the Option Space to third parties (the **TENANT** not having exercised its Option hereunder) for that third party to have said access.

5. **UTILITIES.** The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use and 68

degrees and 70 degrees during heat use. Such utilities shall be furnished five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall pay for said additional usage.

6. **MAINTENANCE**. The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

7. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES**. The **LANDLORD** has agreed to undertake certain improvements (the "Improvements") to the Leased Premises (but not the Option Space) as follows:

(a) The Improvements shall consist generally of the construction of various improvements to the Leased Premises located on the second floor in the manner, and in the configuration set forth and described in Exhibit "B".

(b) The **LANDLORD** shall pay for the cost of the Improvements (except for telephone and computer lines

and cable which are to be done by **TENANT** at **TENANT's** sole expense).

(c) The Improvements shall be constructed by the **LANDLORD** as soon as possible and, in any event, shall be constructed by no later than April 1, 1993. At such time as the Improvements have been substantially completed and a certificate of occupancy issued for same, said date shall constitute the Commencement Date as set forth in paragraph 2 above and, from said date, possession of the Leased Premises shall be delivered to the **TENANT**.

(d) Upon occupancy by the **TENANT**, the **TENANT** may furnish to the **LANDLORD** a "punch list" setting forth items which need to be corrected, and the **LANDLORD** shall undertake the correction of said items provided, however, the existence and correction of said "punch list" items shall not affect or delay the Commencement Date or delay or excuse the obligation of the **TENANT** hereunder.

(e) In the event this Lease should terminate for any reason prior to five (5) years from the Commencement Date such that the **TENANT** has not paid at least sixty (60) monthly rental payments hereunder, there shall be paid to the **LANDLORD** by the **TENANT** at the time of said termination a termination fee determined as follows:

(i) Said termination fee shall be equal to the total cost of the Improvements or \$53,885.25, whichever is less, multiplied by the Remaining Percentage.

(ii) The "Remaining Percentage" shall be a ratio, the numerator of which is equal to sixty (60) less the number of full monthly rental payments which the **TENANT** has paid hereunder, and the denominator of which is sixty (60).

(g) In regard to the Leased Premises and the Improvements, the Landlord shall, at its cost, undertake any changes or modifications so that the Leased Premises will comply with The Americans With Disabilities Act (42.U.S.C. §12101, et Seq.).

8. **ACCESS TO PREMISES.** **TENANT**, **TENANT's** agents or designees, shall have reasonable access and entry to the Leased Premises prior to the Commencement Date to install telephone and computer lines and cables, and fixtures and other personal property of the **TENANT**, provided, however, said access does not unreasonably interfere with the construction of the Improvements.

9. **POSSESSION.**

(a) Delivery of possession within the meaning of this Lease shall be accomplished by **LANDLORD's** delivery to **TENANT** of the keys to the Leased Premises after **LANDLORD** has completed the Improvements as set forth in

paragraph 7 above. Said Leased Premises shall be delivered to **TENANT** in a condition that is in good order, repair, safe, clean and tenable immediately upon **TENANT** taking possession of the Leased Premises.

(b) **LANDLORD** agrees that upon the date of delivery of possession to the **TENANT**, the Leased Premises except for such work as may be performed by **TENANT** and punch list items to be corrected by the **LANDLORD**, shall be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would directly prohibit **TENANT** from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, **TENANT** shall conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in the **LANDLORD's** construction and punch list items under paragraph 7(d) above.

10. **PARKING**. At the present time, no parking spaces have been assigned for the **TENANT**. However, in the event **LANDLORD** or the **TENANT** should at any time request specifically assigned parking spaces, **LANDLORD** guarantees to **TENANT** for the term and renewal or extension of this Lease to provide and set

aside eighty-four (84) reserved parking spaces for the **TENANT's** employees or agents, the said parking spaces to be identified by the **LANDLORD** along the following lines:

(a) Employee parking may be identified as remote areas from the Leased Premises.

(b) Spaces closest to the Tower Building may be identified for visitors and other similar uses.

The parking area shall be properly operated and maintained and all entrances, exits, driveways and walkways kept in first class condition and state of repair, such operation and maintenance to include without limitation, lighting (specifically including flood lighting of designated employee parking areas), striping, traffic control and removal of rubbish and debris. In the event the **TENANT** desires the use of more than eighty-four (84) reserved parking spaces, then the **TENANT's** employees or agents may park in other than designated employee parking areas within the Project provided said other parking areas have not previously been assigned by the **LANDLORD** for other tenants, but subject to the further right of the **LANDLORD** from time to time to so assign those parking areas not contained within the eighty-four (84) spaces identified for the use by the **TENANT** hereunder, for the use of other tenants.

11. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.**

All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their respective officers,

agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

12. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises or cut off or restrict access from the elevators or the restrooms to the Option Space without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or structural), the consent of the landlord shall be required, said consent not to be unreasonably withheld.

13. **USE OF LEASED PREMISES.** **TENANT** shall have the exclusive use of the Leased Premises for the engineering department of the County or such other County offices as it may desire to make use thereof in connection with or incidental to its purposes during the term of this Lease, provided, however, the **LANDLORD** and any party leasing all or any portion of the Option Space shall have access to the elevators and restrooms as set forth in paragraph 4(e) above. **TENANT** covenants that it will not use or permit the Leased Premises to be used for any purpose

prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises.

14. **QUIET POSSESSION.** The **LANDLORD** shall warrant and defend the **TENANT** in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

15. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The **TENANT** shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the **LANDLORD**.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

16. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense

in, on or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

17. **TAXES.** The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

18. **FIRE CLAUSE.** **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days

after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

19. **LIABILITY INSURANCE**. The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys, and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

20. **HOLD HARMLESS**. Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

21. **CANCELLATION AND TERMINATION**.

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all

the rights of the **TENANT** hereunder shall terminate, or
(ii) bring an action to recover the amounts due, all of
which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the
LANDLORD shall not exercise any rights or remedies
hereunder without first giving to the **TENANT** written
notice of such default, and the **TENANT** shall then have
a period of thirty (30) days within which to cure said
default.

22. **SURRENDER OF POSSESSION.** The **TENANT** agrees to
deliver up and surrender to the **LANDLORD** possession of the Leased
Premises at the expiration or termination of this Lease, in as
good condition as when the **TENANT** takes possession except for
ordinary wear and tear, alterations permitted under this Lease,
or loss by fire or other casualty, act of God, insurrection,
nuclear weapon, bomb, riot, invasion or commotion, military or
usurped power.

23. **WAIVER.** No waiver of any breach of any one or
more of the conditions or covenants of this Lease by the **LANDLORD**
or by the **TENANT** shall be deemed to imply or constitute a waiver
of any succeeding or other breach hereunder.

24. **AMENDMENT OR MODIFICATION.** Both parties hereto
acknowledge and agree that they have not relied upon any
statements, representations, agreements or warranties, except
such as are expressed herein, and that no amendment or
modification of this Lease shall be valid or binding unless

expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

25. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

26. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
Reflections at Hidden Lake, Inc.
17th Floor, Firststate Building
255 South Orange Avenue
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Support Services Division
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

27. **MISCELLANEOUS.**

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

(f) This Lease shall be construed in accordance with and governed by the laws of the State of Florida.

(g) The **TENANT** shall comply with rules and regulations as set forth in Exhibit "D", together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

28. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

29. **HAZARDOUS WASTE.** **TENANT** agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited

to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "Hazardous Waste Law") and with all similar applicable laws and regulations and shall notify **LANDLORD** promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Leased Premises or the Building, and shall promptly forward to **LANDLORD** copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. **TENANT** shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building. In regard to any Hazardous

Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

30. **RADON DISCLOSURE**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

31. **ENTIRE AGREEMENT**. This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter

into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

32. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

33. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

34. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT**

agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

35. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

(a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance

In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease.

This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

36. **SIGNS.** The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any

that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Tower Building, or on any exterior windows in said Tower Building, or elsewhere within the Leased Premises so as to be visible from the exterior of the Tower Building, without the express prior written consent of the LANDLORD, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Tower Building. The TENANT may erect a sign in accordance with Exhibit "C" attached hereto.

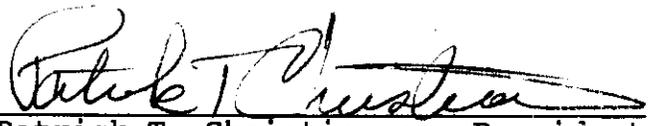
37. EMINENT DOMAIN. If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the TENANT's use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the LANDLORD shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and TENANT shall have no claim against the LANDLORD for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the LANDLORD's option, the rent thereafter to be paid shall be equitably reduced.

39. ARBITRATION. In the event any dispute may arise between the parties regarding the provisions of this Lease, the

parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

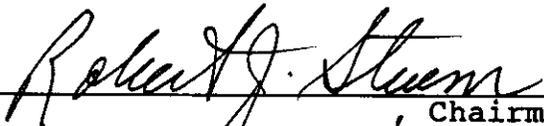
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

REFLECTIONS AT HIDDEN LAKE, INC.

By: 
Patrick T. Christiansen, President

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

 By: , Chairman
Clerk to the Board of
County Commissioners
of Seminole County,
Florida Date: 1-14-93

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 January 12, 1993 regular
meeting. 94


County Attorney

SKETCH OF FIRST FLOOR SPACE

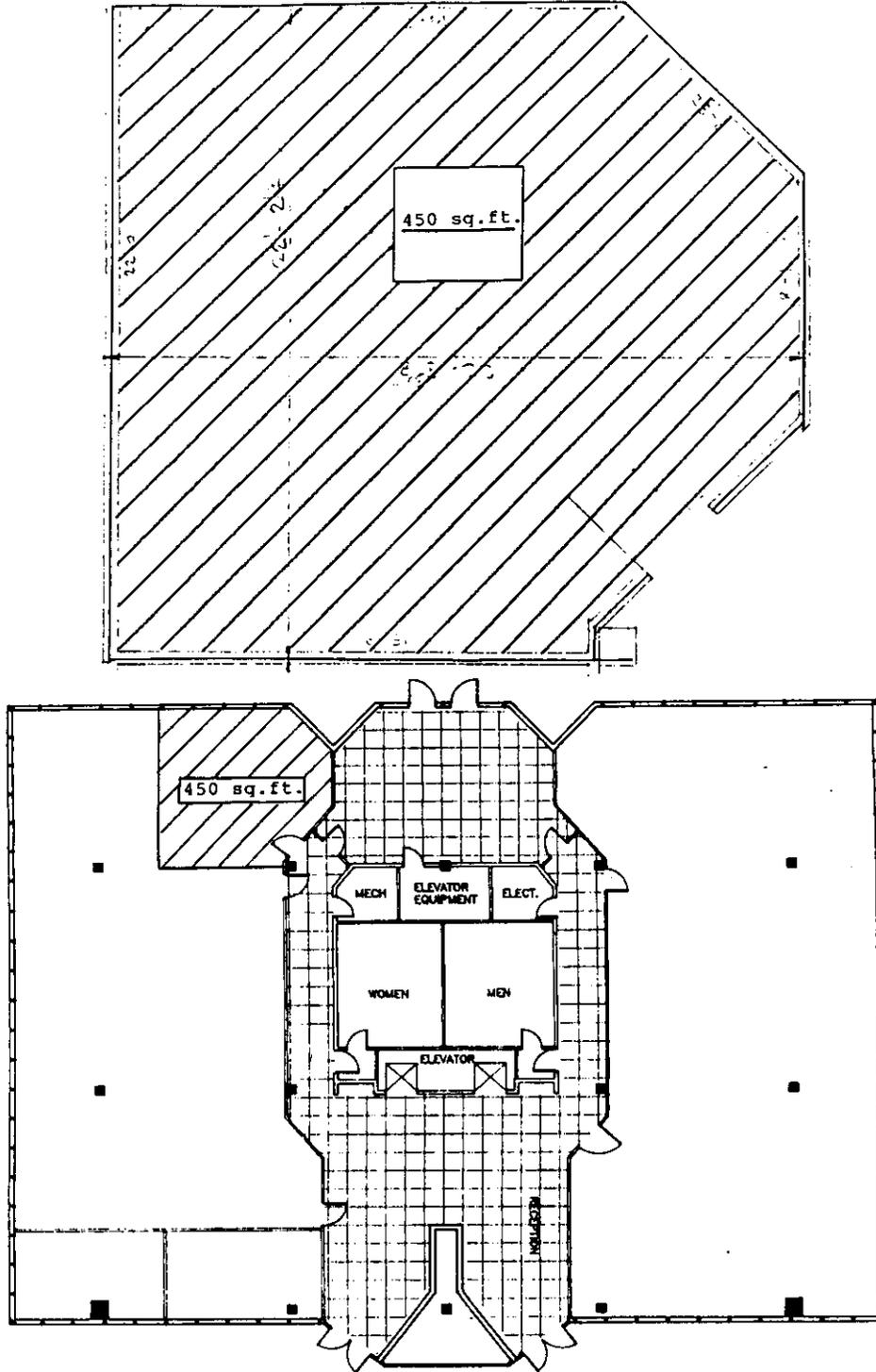
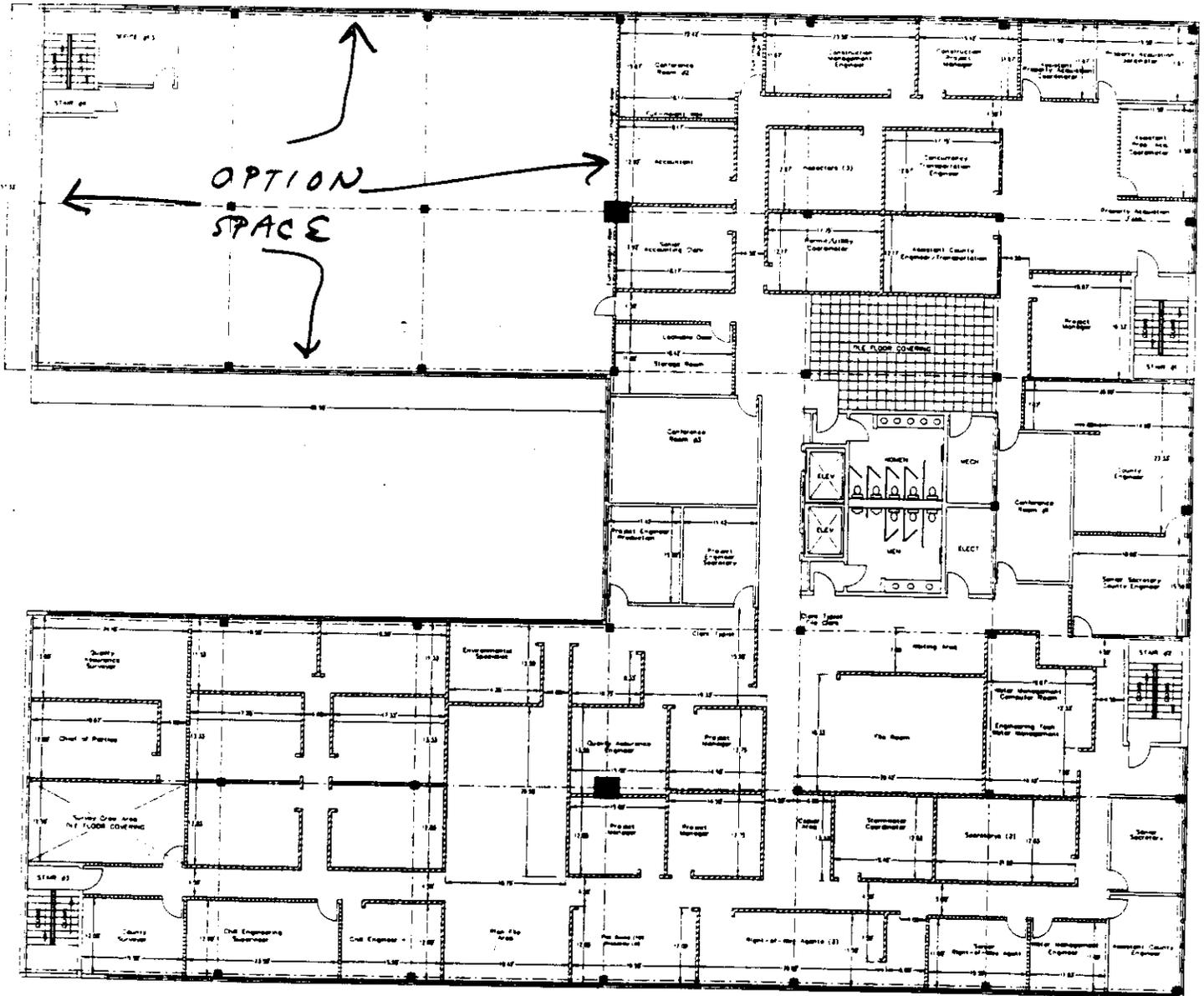


Exhibit "A"

SKETCH OF SECOND FLOOR AND OPTION SPACE



LEGEND
 - - - - - APPROX. 1/2" OF THE TOTAL FLOOR HEIGHT ABOVE
 --- --- --- 1/2" OF THE TOTAL FLOOR HEIGHT ABOVE
 - - - - - APPROX. 1/2" OF THE TOTAL FLOOR HEIGHT ABOVE
 --- --- --- APPROX. 1/2" OF THE TOTAL FLOOR HEIGHT ABOVE
 - - - - - APPROX. 1/2" OF THE TOTAL FLOOR HEIGHT ABOVE
 --- --- --- APPROX. 1/2" OF THE TOTAL FLOOR HEIGHT ABOVE

Exhibit "B"

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.

2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.

3. All signs shall be uniform and shall be approved by the **LANDLORD**.

4. The cost of such signage shall be paid for by the **TENANT**.

5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.

6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.

2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devises be placed or distributed in the Common Areas.

3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other tenant or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.

4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.

5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.

6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.

7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.

8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.

9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.

10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the tenant unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.

WP 11-21-95
QB
LA
KH
PTC-2
9-6-95

FIRST AMENDMENT TO LEASE AGREEMENT
(Reflections Tower Lease)

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") made and entered into this 24 day of Oct., 1995 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "Landlord")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "Tenant").

R E C I T A L S:

A. On or about January 14, 1993, the Landlord and the Tenant entered into a certain Lease (the "Initial Lease") dated January 14, 1993 pursuant to which the Tenant leased from the Landlord certain premises (the "Initial Leased Premises") generally described as:

(i) Approximately 450 square feet located on the first floor of the Tower Building, as outlined and set forth in Exhibit "A" attached to the Initial Lease; and

(ii) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as

outlined and set forth in Exhibit "B" attached to the Initial Lease.

B. The Tenant has had discussions with the Landlord for the Tenant to expand the premises leased by it under the Initial Lease to include the remaining space on the second floor of the Tower Building not currently leased and occupied by the Tenant (the "Additional Leased Premises"). The Additional Leased Premises constitutes an aggregate area of 5,446 square feet of net rentable space.

C. The Landlord and the Tenant wish to amend the Initial Lease for the purposes of adding to the Initial Lease the "Additional Leased Premises", reconfirming the resulting rent due under the Lease, and providing for certain other amendments to the Initial Lease.

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. DEFINITIONS. Unless expressly defined in this First Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. AMENDMENTS TO INITIAL LEASE. The Initial Lease is hereby amended as follows:

(a) Leased Premises. The Leased Premises are now reconfigured and expanded so that the Leased Premises under the Lease now mean and include both (i) the Initial Leased Premises as initially set forth and described in the Initial Lease, and (ii)

the Additional Leased Premises. The term "Leased Premises" will now mean and refer to all of said Premises and the resulting aggregate square footage of the Leased Premises shall now be 23,407.75 square feet of net rentable space.

(b) Term. The Term of the Lease shall be amended as follows:

(i) Paragraph 2(a) of the Initial Lease is amended so that the initial term of the Lease is now through September 30, 2000.

(ii) Paragraph 2(b) of the Initial Lease is amended so that after the expiration of the initial term referenced in clause (i) above, the Lease shall, subject to clauses (iii) and (iv) below, be automatically renewed for successive periods of one (1) year each.

(iii) Paragraph 2(c) of the Initial Lease is amended so that the right of the Tenant to terminate the Lease shall only apply for renewal terms after September 30, 2000.

(iv) Paragraph 2(d) of the Initial Lease is amended so that the Landlord's

right to terminate shall only apply for renewal terms after September 30, 2000.

(c) Rental. The rent for the Leased Premises shall be a sum of the following amounts (representing the rent for the Initial Leased Premises and the Additional Leased Premises):

(i) For the Initial Leased Premises, the rental will be as determined under paragraph 3 of the Initial Lease, without giving affect to this First Amendment; plus

(ii) For the Additional Leased Premises, the following:

A. Subject to subparagraph (e) below determining when rent for the Additional Leased Premises shall commence, for the lease term commencing with the payment of rental as determined under subparagraph (e) below through March, 1997, the Base Monthly Rent for the Additional Leased Premises is \$4,878.71;

B. For the Lease year commencing April 1, 1997,

the Base Monthly Rent for the Additional Leased Premises will be the sum of (i) \$4,878.71, plus (ii) an amount determined by multiplying the Base Monthly Rent of \$4,878.71 by a fraction, the numerator of which shall be the Index Figure for March, 1997, and the denominator of which shall be the Index Figure for the month when rental commences under subparagraph (e) above (the "Additional Leased Premises Commencement Date");

C. For the Lease year commencing April 1, 1998 and each April 1 thereafter during the term of the Lease, the Base Monthly Rent for the Additional Leased Premises will be the sum of (i) \$4,878.71, plus (ii) an amount determined by multiplying the Base Monthly Rent of \$4,878.71 by a fraction, the numerator of

which shall be the Index Figure for the month of March immediately proceeding said April 1 date (e.g. for rent to be determined for April 1, 1997, the numerator would be the Index Figure then for March, 1997), and the denominator of which shall be the Index Figure for the Additional Leased Premises Commencement Date.

Provided, however, that any increase in monthly rent as determined under paragraphs (b) or (c) above shall not exceed the cumulative amount of five percent (5%) per annum. The sum of the foregoing amounts under clauses (i) and (ii) shall constitute the rental due under the Lease for the total Leased Premises.

(d) Option Space. Paragraph 4 of the Initial Lease is hereby deleted.

(e) Commencement of Rental. The rental for the Additional Leased Premises shall not commence until the Landlord has undertaken and completed the Improvements described in subparagraph (f) below.

(f) Improvements to Additional Leased Premises. In regard to the Additional Leased Premises, the Landlord will undertake certain improvements (the "Improvements") to the Additional Leased Premises as follows:

(i) The Improvements shall consist generally of the construction of various improvements to the Additional Leased Premises, in the configuration set forth and described in Exhibit "A" attached to this First Amendment.

(ii) The Landlord shall pay for the cost of the Improvements (except for telephone and computer lines and cable which are to be done by the Tenant at the Tenant's sole expense).

(iii) The Improvements shall be constructed by the Landlord as soon as possible and, in any event, shall be constructed by no later than ninety (90) days after this First Amendment has been executed by both the Landlord and the Tenant. At such time as the Improvements have been substantially completed and a certificate of occupancy issued for same, possession of the Additional Leased

Premises shall be delivered to the Tenant and rent for the Additional Leased Premises shall commence.

(iv) Upon occupancy by the Tenant, the Tenant may furnish to the Landlord a "punchlist" setting forth items which need to be corrected, and the Landlord shall undertake the correction of said items provided, however, the existence and correction of said "punchlist" items shall not delay or excuse the obligation of the Tenant to pay rent for the Additional Leased Premises hereunder.

3. RATIFICATION OF LEASE. Except as modified pursuant to the terms of this First Amendment, the Landlord and the Tenant do hereby confirm and ratify the Lease and further state as follows:

(a) That the Landlord is not in default under the Lease and, as of the date hereof, has fulfilled all its duties and obligations under the Lease.

(b) That the Tenant has paid rent under the Lease through August 1995 on the Initial Leased Premises, and the Landlord is not aware of any defaults by Tenant under the Lease.

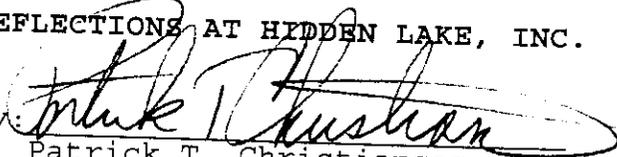
The term "Lease" from and after the date of this First Amendment shall refer to the Initial Lease as initially drafted as modified

by this First Amendment, and the term "Leased Premises" from and after the date of this First Amendment shall mean the Initial Leased Premises as described in the Initial Lease plus the Additional Leased Premises.

4. COMPLETE AGREEMENT. This First Amendment sets forth the complete agreement of the parties with respect to the Lease amendment as set forth herein and incorporates all prior discussions, representations, etc.

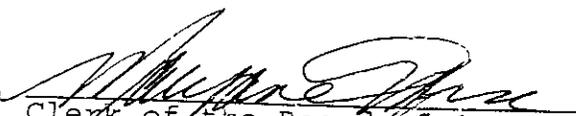
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

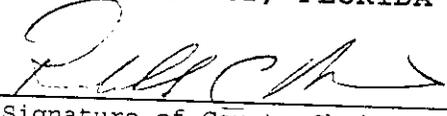
REFLECTIONS AT HEDDEN LAKE, INC.

By: 
Patrick T. Christiansen,
President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


Clerk of the Board of County
Commissioners of Seminole
County, Florida

By: 
(Signature of County Chairman)
RANDALL C. MORRIS
11-17-95
(Print Name of County Chairman)

Date: 11-20-95

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 Oct. 24, 1995 regular
meeting.


(Signature of County Attorney)

LYNN VOUIS
(Print Name of County Attorney)

PTC: REFLECTS SEMINOLE: 1ST-AMEND-LEASE.

"Additional Leased Premises"

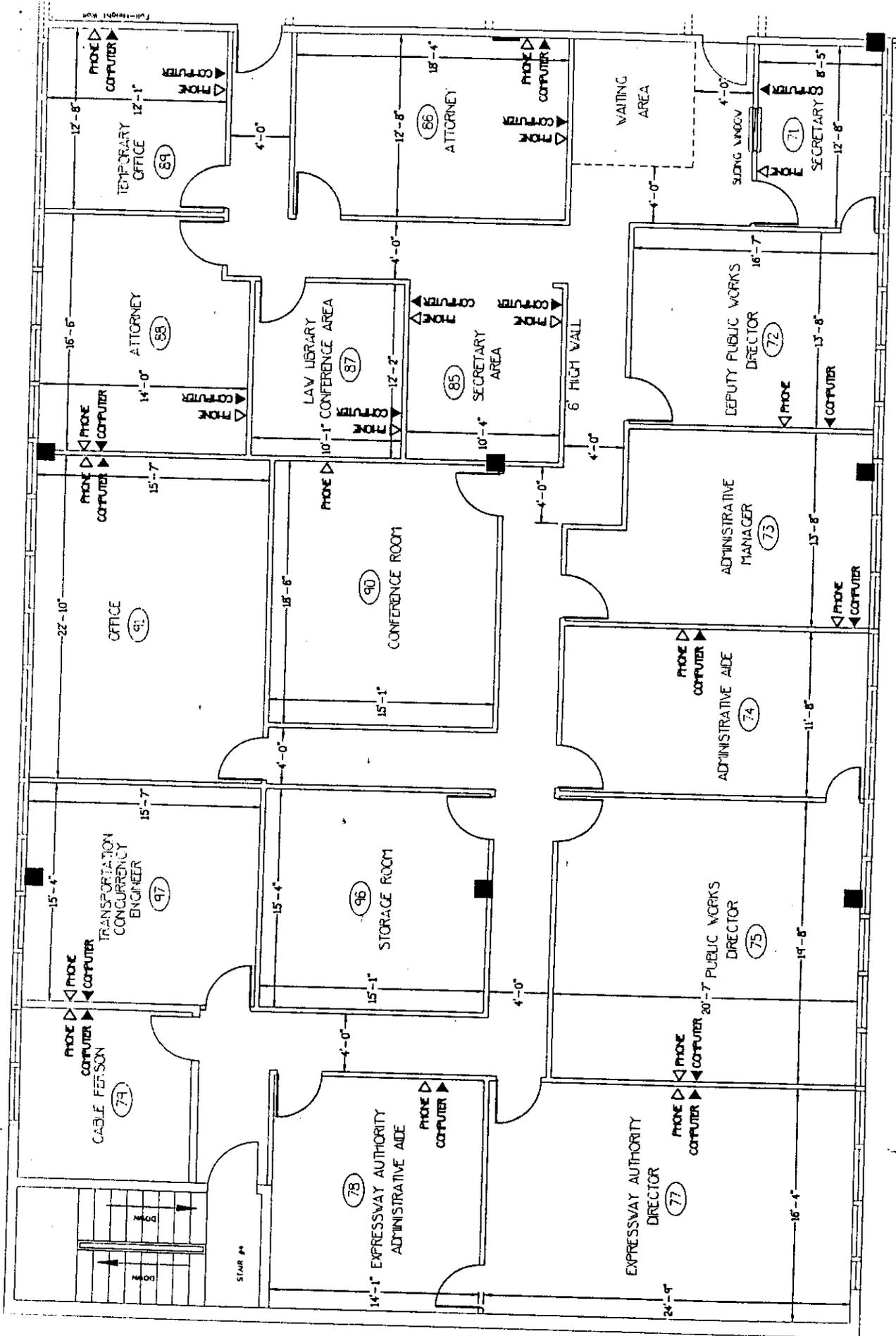


EXHIBIT A

EXECUTION
COPY

SECOND AMENDMENT TO LEASE AGREEMENT

(Reflections Tower and Front Space Lease)

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") made and entered into this 10 day of February, 1998 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "Landlord")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "Tenant").

R E C I T A L S :

A. On or about January 14, 1993, the Landlord and the Tenant entered into a certain Lease (the "Initial Lease") dated January 14, 1993 pursuant to which the Tenant leased from the Landlord certain premises (the "Initial Leased Premises") generally described as:

- (i) Approximately 450 square feet located on the Second floor of the Tower Building, as outlined and

set forth in Exhibit "A" attached to the Initial Lease; and

(ii) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as outlined and set forth in Exhibit "B" attached to the Initial Lease.

B. On or about October 24, 1995, the Landlord and the Tenant entered into a certain First Amendment To Lease Agreement (the "First Amendment") dated October 24, 1995 pursuant to which the Tenant leased from the Landlord the remaining space on the second floor of the Tower Building not then leased and occupied by the Tenant pursuant to the Initial Lease (the "Second Floor Additional Leased Premises"). The Second Floor Additional Leased Premises constituted an aggregate area of 5,446 square feet of net rentable space. The term "Initial Lease" hereafter includes the First Amendment.

C. The Tenant has had discussions with the Landlord for the Tenant to further expand the premises leased by it under the Initial Lease to include the following additional space in the overall Reflections Building and consisting of two separate areas (collectively, the "Additional Leased Premises"):

(i) Certain space on the first floor of the Tower Building (the "First Floor Additional Lease")

Premises"). The First Floor Additional Lease Premises constitutes an aggregate area of 2,651 square feet of net rentable space as outlined and set forth in Exhibit "A" attached hereto; and

(ii) Certain space not in the Tower Building but near the front of the overall Reflections Building (the "Front Space Additional Leased Premises"). The Front Space Additional Leased Premises constitutes an aggregate area of 11,582 square feet of net rentable space as outlined and set forth in Exhibit "B" attached hereto.

As set forth above, the term "Additional Leased Premises" means both the First Floor Additional Leased Premises and the Front Space Additional Leased Premises.

D. The Landlord and the Tenant wish to amend the Initial Lease for the purposes of adding to the Initial Lease both the First Floor Additional Lease Premises and the Front Space Additional Leased Premises, reconfirming the resulting rent

due under the Lease, and providing for certain other amendments to the Initial Lease.

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. DEFINITIONS. Unless expressly defined in this Second Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. AMENDMENTS TO INITIAL LEASE. The Initial Lease is hereby amended as follows:

(a) Leased Premises. The Leased Premises are now reconfigured and expanded so that the Leased Premises under the Lease now mean and include all of (i) the Initial Leased Premises, (ii) the Second Floor Additional Leased Premises, (iii) the First Floor Additional Lease Premises, and (iv) the Front Space Additional Leased Premises. The term "Leased Premises" will now mean and refer to all of said Premises and the resulting aggregate square footage of the Leased Premises shall now be 37,640.75 square feet of net rentable space.

(b) Term. The term of the Lease shall be amended as follows:

(i) Paragraph 2(a) of the Initial Lease is amended so that the initial term of the Lease is now through a date (the "Initial Expiration Date") which is five (5) years from the date when ~~the date when~~ the Tenant begins the payment of rent on the Front Space Additional Leased Premises as set forth in subparagraph (d)(ii) below but in no event later than March 1, 2004.

(ii) Paragraph 2(c) of the Initial Lease is amended so that the right of the Tenant to terminate the Lease shall only apply for renewal terms after the Initial Expiration Date.

(iii) Paragraph 2(d) of the Initial Lease is amended so that the right of the Landlord to terminate the Lease shall only apply for renewal terms after the Initial Expiration Date.

(c) Rental. The rent for the Leased Premises shall be a sum of the following amounts

Sept 4, 1998

Termination

(representing the total rent for the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Lease Premises, and the Front Space Additional Leased Premises):

(i) For the Initial Leased *Engineering* Premises, the rental will be as determined under paragraph 3 of the Initial Lease,* without giving effect to either the First Amendment or this Second Amendment; plus

(ii) For the Second Floor *Engineering* Additional Leased Premises, the rental will be as determined under paragraph 2(c)(ii) of the First Amendment, without giving effect to this Second Amendment; plus

(iii) For the First Floor *Co Attorney* Additional Lease Premises, the Base Monthly Rent shall be as follows:

A. The Base Monthly Rent for the First Floor Additional Leased Premises through March, 1998 is \$2,458.80;

B. For the Lease year commencing April 1, 1998 and each April 1 thereafter during the term of the Lease, the Base Monthly Rent for the First Floor Additional Leased Premises will be equal to an amount determined by multiplying the Base Monthly Rent of \$2,458.80 by a fraction, the numerator of which shall be the Index Figure for the month of March immediately proceeding said April 1 date (e.g. for rent to be determined for the Lease Year commencing April 1, 1998, the numerator would be the Index Figure then for March, 1998), and the denominator of which shall be the Index Figure for March 1, 1997;

provided, however, that any increase in monthly rent as determined under paragraph (B) above shall not exceed the cumulative amount of five percent (5%) per annum.

(iv) For the First Floor *Encl. 506.*
Additional Lease Premises, the Base Monthly Rent shall be as follows:

A. The Base Monthly Rent for the Front Space Additional Leased Premises through March, 1999 is \$12,788.46;

B. For the Lease year commencing April 1, 1999 and each April 1 thereafter during the term of the Lease, the Base Monthly Rent for the Front Space Additional Leased Premises will be equal to an amount determined by multiplying the Base Monthly Rent of \$12,788.46 by a fraction,

the numerator of which shall be the Index Figure for the month of March immediately proceeding said April 1 date (e.g. for rent to be determined for the Lease Year commencing April 1, 1999, the numerator would be the Index Figure then for March, 1999), and the denominator of which shall be the Index Figure for March 1, 1998;

provided, however, that any increase in monthly rent as determined under paragraph (B) above shall not exceed the cumulative amount of five percent (5%) per annum.

The sum of the foregoing amounts under clauses (i), (ii), (iii) and (iv) shall constitute the total rental due under the Lease for the Leased Premises.

(d) Commencement of Rental. The rental for the Additional Leased Premises shall commence as follows:

(i) The rental for the First Floor Additional Leased Premises shall commence on the date when the Landlord has completed the Tenant improvements to the First Floor Additional Lease Premises as set forth in subparagraph (e)(i) below.

(ii) The rental for the Front Space Additional Leased Premises shall commence when the Landlord has completed the Tenant improvements to the Front Space Additional Lease Premises as set forth in subparagraph (e)(ii) below.

(e) Improvements to Additional Leased Premises. In regard to the Additional Leased Premises, the Landlord will at its expense make the following improvements:

(i) To the First Floor Additional Leased Premises, the improvements as set forth in Exhibit "A" attached hereto.

(ii) To the Front Space Additional Leased Premises, such

improvements as are reasonably desired
by the Tenant.

The Tenant will at its cost prepare and deliver to the Landlord finished plans for permitting purposes for all the improvements on a timely basis, and will also cooperate with the Landlord on a timely basis so as to not delay the Landlord in its construction of said improvements. The Tenant will at its own expense install communication and other cable lines and the Landlord will only be obligated to make improvements consisting of walls, offices, etc.

(f) Delivery Of Possession. Possession of the Additional Lease Premises shall be as follows:

(i) The First Floor Additional Leased Premises shall be delivered to the Tenant upon the execution of this Second Amendment.

(ii) The Front Space Additional Leased Premises shall be delivered to the Tenant at such time as the existing tenant in that space vacates such Premises, but in no event later than seven (7) months after the Tenant

has executed this Second Amendment and delivered a fully executed copy to the Landlord.

(iii) RATIFICATION OF LEASE.

Except as modified pursuant to the terms of this Second Amendment, the Landlord and the Tenant do hereby confirm and ratify the Lease and further state as follows:

(g) That the Landlord is not in default under the Lease and, as of the date hereof, the Landlord has fulfilled all its duties and obligations under the Lease.

(h) That the Tenant has paid rent under the Lease through December, 1997 on the Initial Leased Premises and the Second Floor Additional Leased Premises, and the Landlord is not aware of any defaults by Tenant under the Lease.

The term "Lease" from and after the date of this Second Amendment shall refer to the Initial Lease as initially drafted as modified by this Second Amendment, and the term "Leased Premises" from and after the date of this Second Amendment shall mean the Initial Leased Premises as described in the Initial Lease plus the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises and the Front Space Additional Leased Premises.

4. COMPLETE AGREEMENT. This Second Amendment sets forth the complete agreement of the parties with respect to the Initial Lease amendment as set forth herein and incorporates all prior discussions, representations, etc.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date set forth above.

REFLECTIONS AT HIDDEN LAKE, INC.

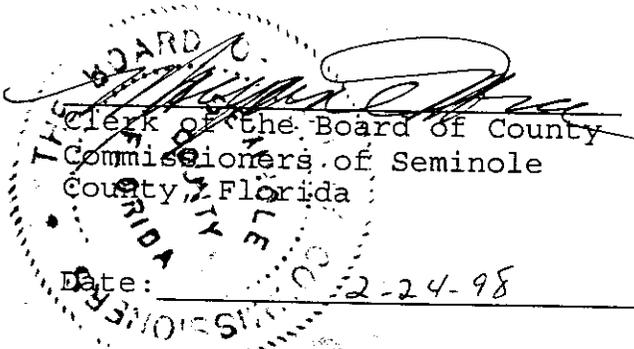
By: *Patrick T. Christiansen*
Patrick T. Christiansen,
President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: *Randall C. Morris*
(Signature of County Chairman)

Randall C. MORRIS
(Print Name of County Chairman)



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

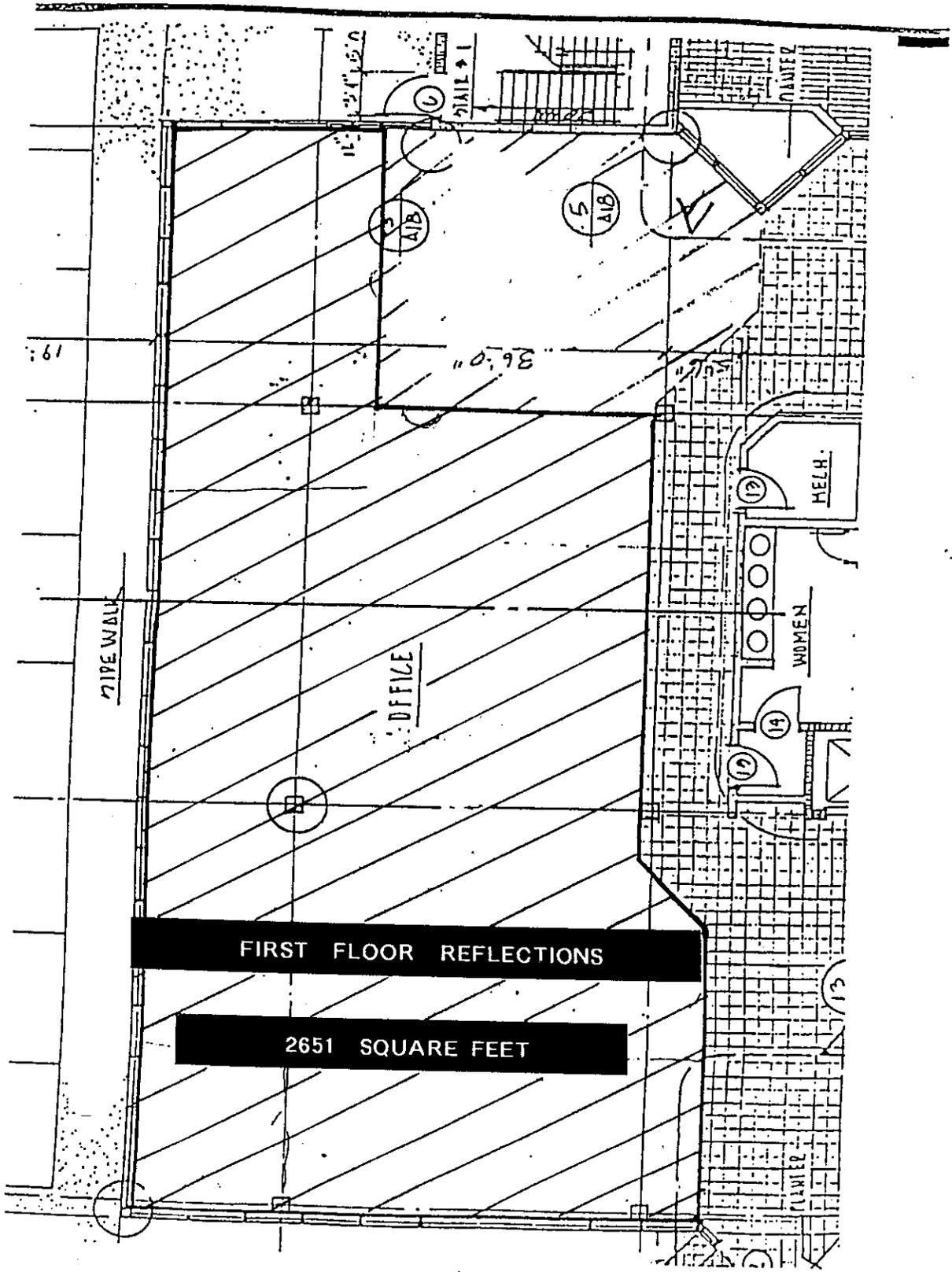
Ann E. Colby
(Signature of County Attorney)

Ann E. COLBY
(Print Name of County Attorney)

As authorized for execution by the Board of County Commissioners at their Feb. 10, 1998 regular meeting.

EXHIBIT "A"

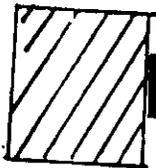
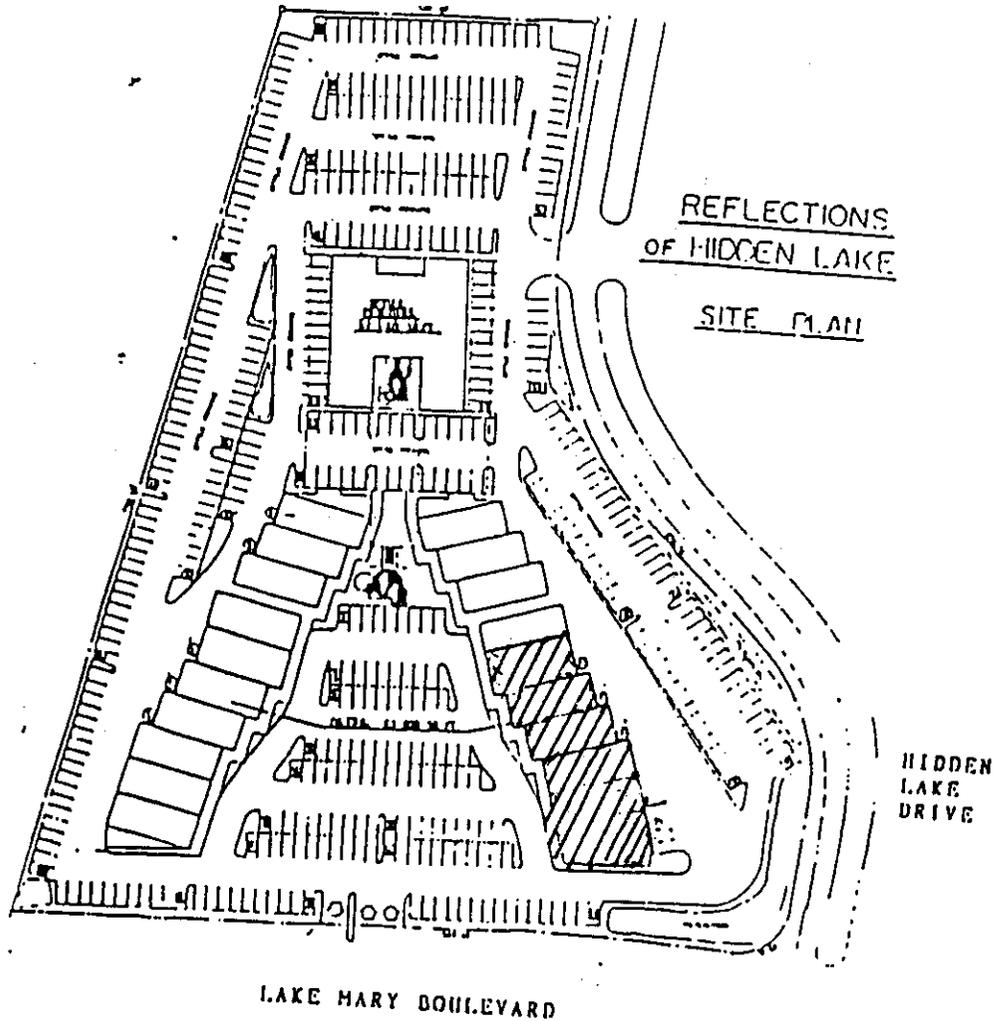
SITE PLAN DESIGNATING LOCATION OF PREMISES



BK 238 PG 0325

EXHIBIT "B"

SITE PLAN DESIGNATING LOCATION OF PREMISES



11,582 SQUARE FEET

**EXECUTION
COPY**

**THIRD AMENDMENT TO LEASE AGREEMENT
REFLECTIONS TOWER AND FRONT SPACE LEASE**

FILE COPY

THIS THIRD AMENDMENT is made and entered into this 1st day of May, 2001 and is to that certain Lease Agreement made and entered into on January 14, 1993, as amended on October 24, 1995 and on February 10, 1998, between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is C/O Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 South Orange Avenue, P.O. Box 231, Orlando, Florida 32802-0231, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the LANDLORD and COUNTY entered into the above referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995 and on February 10, 1998; and

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

WHEREAS, Section 24 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

(1) The term of the Lease Agreement is hereby extended for the entire Leased Premises until April 30, 2006. Thereafter, at the option of the COUNTY, the Lease Agreement may be extended for three (3) additional terms of two (2) years each by giving written notice of said election at least one (1) year prior to the scheduled expiration date. If the COUNTY should elect not to extend under the foregoing sentence, the COUNTY, by notifying the LANDLORD in writing at least one (1) year prior to the scheduled expiration date, will have the option to extend the scheduled expiration date for up to an additional twelve (12) months by so specifying in said notice the number of months that the COUNTY desires to extend the scheduled expiration date. In such event, the expiration date will be so extended and the Lease will expire on that date with no further right of the COUNTY to extend beyond that date. Any rights that either party may have to terminate the Lease under the prior lease documents are terminated and no longer apply.

(2) The rent for the entire Leased Premises, encompassing the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises and the Front Space Additional Leased Premises, shall be as follows:

(a) May 1, 2001 through April 30, 2002, base rent is TWELVE AND 38/100 DOLLARS (\$12.38) per square foot, which equals THIRTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-NINE AND 33/100 DOLLARS (\$38,829.33) per month.

(b) May 1, 2002 through April 30, 2003, base rent is TWELVE AND 78/100 DOLLARS (\$12.78) per square foot, which equals FORTY THOUSAND EIGHTY-FOUR AND 02/100 DOLLARS (\$40,084.02) per month.

(c) May 1, 2003 through April 30, 2004, base rent is THIRTEEN AND 18/100 DOLLARS (\$13.18) per square foot, which equals FORTY-ONE THOUSAND THREE HUNDRED THIRTY-EIGHT AND 72/100 DOLLARS (\$41,338.72) per month.

(d) May 1, 2004 through April 30, 2005 base rent is THIRTEEN AND 58/100 DOLLARS (\$13.58) per square foot, which equals FORTY-TWO THOUSAND FIVE HUNDRED NINETY-THREE AND 41/100 DOLLARS (\$42,593.41) per month.

(e) May 1, 2005 through April 30, 2006 base rent is THIRTEEN AND 98/100 DOLLARS (\$13.98) per square foot, which equals FORTY-THREE THOUSAND EIGHT HUNDRED FORTY-EIGHT AND 10/100 DOLLARS (\$43,848.10) per month.

(3) In the event the parties choose to exercise any or all of the renewal options for this Lease Agreement, the rent paid during the renewal terms shall be as follows:

(a) May 1, 2006 through April 30, 2007 base rent is FOURTEEN AND 38/100 DOLLARS (\$14.38) per square foot, which equals FORTY-FIVE THOUSAND ONE HUNDRED TWO AND 79/100 DOLLARS (\$45,102.79) per month.

(b) May 1, 2007 through April 30, 2008 base rent is FOURTEEN AND 78/100 DOLLARS (\$14.78) per square foot, which equals FORTY-SIX THOUSAND THREE HUNDRED FIFTY-SEVEN AND 48/100 DOLLARS (\$46,357.48) per month.

(c) May 1, 2008 through April 30, 2009 base rent is FIFTEEN AND 18/100 DOLLARS (\$15.18) per square foot, which is FORTY-SEVEN THOUSAND SIX HUNDRED TWELVE AND 17/100 DOLLARS (\$47,612.17)

(d) May 1, 2009 through April 30, 2010 base rent is FIFTEEN 58/100 DOLLARS (\$15.58) per square foot which equals FORTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-SIX AND 87/100 DOLLARS (\$48,866.87) per month.

(e) May 1, 2010 through April 30, 2011 base rent is FIFTEEN AND 98/100 DOLLARS (\$15.98) per square foot, which equals FIFTY THOUSAND ONE HUNDRED TWENTY-ONE AND 56/100 DOLLARS (\$50,121.56) per month.

(f) May 1, 2011 through April 30, 2012 base rent is SIXTEEN AND 38/100 DOLLARS (\$16.38) per square foot, which equals FIFTY-ONE THOUSAND THREE HUNDRED SEVENTY-SIX AND 25/100 DOLLARS (\$51,376.25) per month.

(4) The LANDLORD agrees upon execution of this Amendment to Lease Agreement to immediately commence and complete repainting and recarpeting of the Second Floor portions of the Leased Premises, said work to be at the LANDLORD's sole expense.

(5) The LANDLORD agrees to repaint and recarpet, at its sole expense, portions of the Leased Premises as follows:

(a) space assigned to the County Attorney (2,651 square feet) - commence work on June 1, 2003.

(b) space assigned to Environmental Services (11,582 square feet) - commence work on September 1, 2003.

(6) All notices requested for this Lease Agreement shall henceforth be sent to the following:

For the LANDLORD:

C/O Patrick T. Christiansen, Esquire
17th Floor, Citrus Center
255 South Orange Avenue
P.O. Box 231
Orlando, Florida 32802-0231

For the COUNTY

Support Services Manager
200 West County Home Road
Sanford, Florida 32773-6179

(7) Except as herein modified, all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect as originally set forth.

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

ATTEST:

REFLECTIONS AT HIDDEN LAKE, INC.



, Secretary

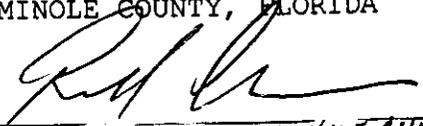
By: 

PATRICK T. CHRISTIANSEN
President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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

By: 
RANDALL C. MORRIS, VICE CHAIRMAN.

Date: 5/01/01

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 April 24, 2001
regular meeting.


County Attorney

AC/lpk
11/16/00 1/16/01 2/2/01 4/10/01
3am-reflections

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Cheryl Cohen
DEPUTY CLERK

PTC-3
12-30-05

FOURTH AMENDMENT TO LEASE AGREEMENT

(Seminole County - Reflections Lease)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "**Fourth Amendment**") made and entered into this 1st day of December, 2005 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, CNL Tower II, Suite 1200, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "**Landlord**")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "**Tenant**").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into the above referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995, on February 10, and on May 1, 2001, for lease of Reflections Tower and Front Space; and

WHEREAS, by First Renewal To Lease Agreement, the Landlord and Tenant agreed to renew the Lease for the term of two (2) years from May 1, 2006 through April 30, 2008; and

WHEREAS, the parties desire to amend the Lease Agreement so as to add to the Leased Premises certain additional space (the "**Additional First Floor Additional Leased Premises**"), consisting of approximately 1,401 square feet; and

WHEREAS, Section 24 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. **DEFINITIONS.** Unless expressly defined in this Fourth Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. **AMENDMENTS TO INITIAL LEASE.** The Initial Lease is hereby amended as follows:

(a) **Expansion of Leased Premises.** Effective February 1, 2006, there is added to the Leased Premises, space on the first floor of the Reflections Building consisting of approximately 1,401 square feet, as set forth in **Exhibit "A"** attached hereto (the "**Additional First Floor Additional Leased Premises**"). With the Additional First Floor Additional Leased Premises, the Tenant will now occupy a total of 39,041.75 square feet in the Reflections Building.

(b) **Rental.** The rent for the entire Leased Premises, encompassing the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises, the Front Space Additional Leased Premises, and the Additional First Floor Additional Leased Premises, shall be as follows:

(i) February 1, 2006 through April 30, 2006 base rent is **THIRTEEN AND 98/100 DOLLARS** (\$13.98) per square foot, which equals \$45,480.14 per month.

(ii) May 1, 2006 through April 30, 2007 base rent is **FOURTEEN AND 38/100 DOLLARS** (\$14.38) per square foot, which equals \$46,781.53 per month.

(iii) May 1, 2007 through April 30, 2008 base rent is **FOURTEEN AND 78/100 DOLLARS** (\$14.78) per square foot, which equals \$48,082.92 per month.

(c) **Condition of Additional First Floor Additional Leased**

Premises. The Landlord agrees to undertake, at its sole expense, renovations of the Additional First Floor Additional Leased Premises as follows:

- (i) Repaint and re-carpet of the entire space.
- (ii) The replacement of damaged ceiling tiles.

The above described work will be completed on or before sixty (60) days from receipt of signed Lease Amendment.

The date of "February 1, 2006" set forth in subparagraphs (a) and (b) above is premised on the ability of the Landlord to complete the improvements set forth in subparagraph (c) above and to deliver the Additional First Floor Additional Leased Premises to the Tenant with said renovations completed. If the renovations are not completed by that date, then the date of "February 1, 2006" will be modified to mean the date when the Landlord had so undertook said renovations and delivered to the Tenant the Additional First Floor Additional Leased Premises.

3. **RATIFICATION OF LEASE.** Except as herein modified all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect as originally set forth herein.

4. **COMPLETE AGREEMENT.** This Fourth Amendment sets forth the complete agreement of the parties with respect to the amendments as set forth herein and incorporates all prior discussions, representations, etc.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date set forth above.

Signed, sealed and delivered in the presence of:

LANDLORD:

REFLECTIONS AT HIDDEN LAKE, INC.

Kathryn M. Garrett
(Signature of Witness)

By: Patrick T. Christiansen
Patrick T. Christiansen, President

KATHRYN M. GARRETT
(Print Name of Witness)

Leslie Cogley
(Signature of Witness)

Leslie Cogley
(Print Name of Witness)

As to "Landlord"

TENANT:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: Carlton Seely

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

Date: February 1, 2006

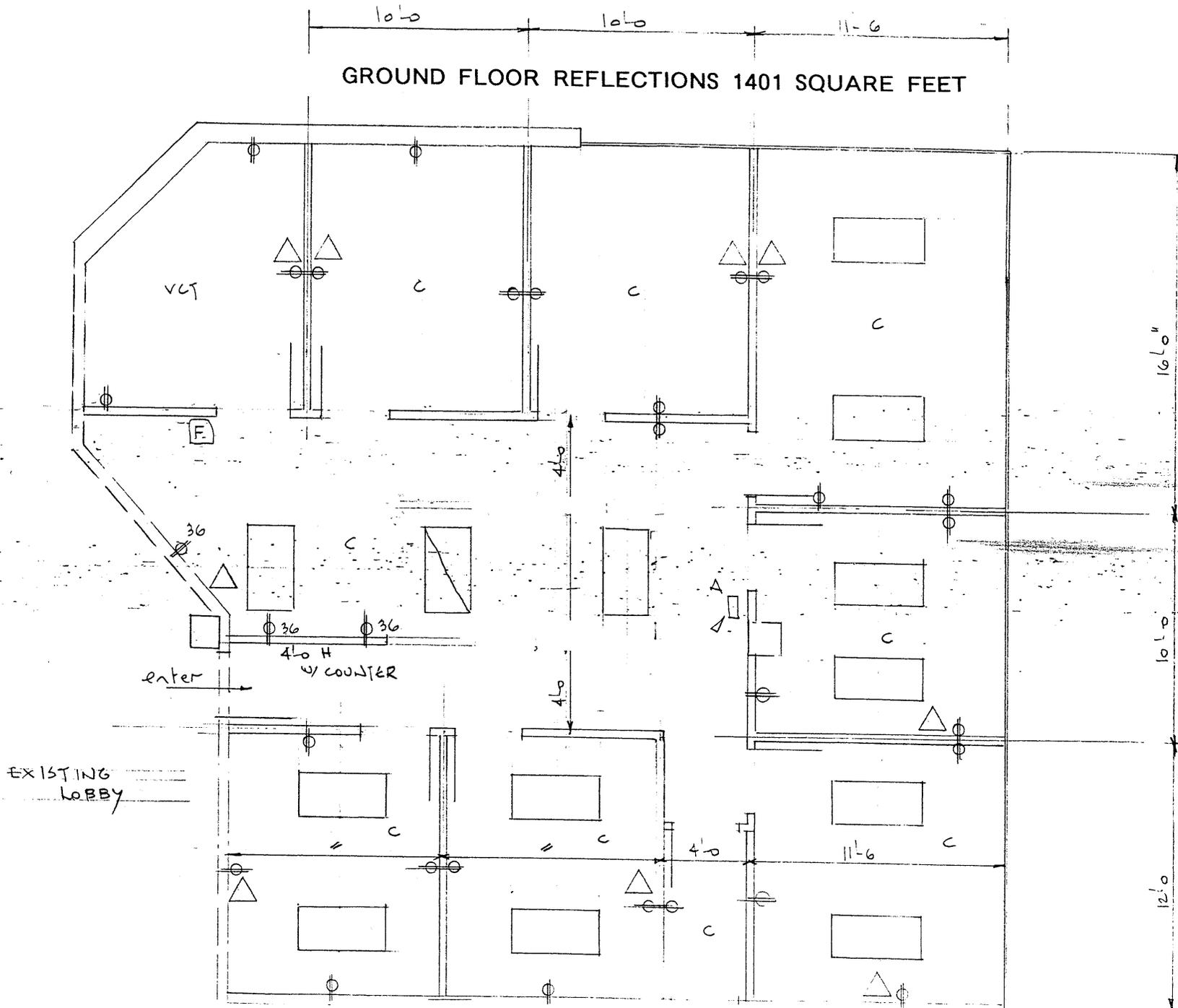
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency

As authorized for execution by the Board of County Commissioners at their January 24, 2006 regular meeting.

[Signature]
County Attorney
As to "Tenant"

GROUND FLOOR REFLECTIONS 1401 SQUARE FEET

EXHIBIT "A"



7. All work to be performed for us under the Lease has been performed as required and has been accepted by us; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord to us have already been received by us, except: NONE.

8. The Lease is free from default by Landlord to our best knowledge, and we have no offset, defense, deduction or claim against Landlord.

9. Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except: NONE.

10. Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except us and our employees occupy the Premises, except: NONE.

11. Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part or to occupy any additional space at the Property.

12. No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform its obligations under the Lease.

13. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease. Tenant confirms that the Lease is subordinate to Lender's mortgage.

14. If the undersigned is not the party named in the Lease, describe below the chain of assignments into the undersigned and attach a copy of each assignment document hereto: NONE.

15. Upon the conclusion of any such sale to the Purchaser, the Landlord will be relieved of any further obligations with respect to the Lease and the Premises.

The statements contained herein may be relied upon by Lender, its successors and assigns and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate. The undersigned is duly authorized to execute this certificate.

Dated this ____ day of November, 2007.

TENANT:

By: _____
Name: _____
Title: _____

TENANT ESTOPPEL CERTIFICATE

The undersigned (“**Tenant**”) hereby certifies to **REFLECTIONS AT HIDDEN LAKE, INC.** (“**Landlord**”), and to **REFLECTIONS OF SEMINOLE COUNTY, LLC** (“**Purchaser**”), and to **AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY**, Purchaser’s prospective lender, its successors and/or assigns (“**Lender**”), as follows, with the understanding that Landlord, Purchaser and Lender are relying on such certification in connection with the proposed sale of (or an interest in) the Reflections Building located at 520 West Lake Mary Boulevard, Sanford, Florida (the “**Property**”).

Re: Lease Date :**JANUARY 12, 2006**
Between: Reflections at Hidden Lake, Inc. (Landlord)
SEMINOLE COUNTY, FLORIDA (TANKS) (Tenant)
Square Footage Leased: **2,813**
Suite No. **540 WEST LAKE MARY BLVD, SANFORD**("Premises")

Tenant understands that Purchaser is contemplating purchasing the Property or an interest therein from Landlord, and Lender is contemplating making a loan (the “**Loan**”) to Purchaser in connection therewith. The undersigned, as the tenant under the above-referenced lease (the “**Lease**”), hereby certifies to Landlord, Purchaser and Lender the following:

1. The lease attached hereto as Exhibit A is a true, correct, and complete copy of the Lease, is in full force and effect and has not been modified, supplemented, or amended in any way, and the Lease represents the entire agreement between the parties as to the Premises or any portion thereof.
2. The amount of fixed total monthly rent is currently **\$3,442.50**. No such rent has been or will be paid more than one (1) month in advance of its due date, except: NONE. Tenant has paid rent for the Premises up to and including **November**, 2007 and is not in default under the Lease.
3. Tenant’s security deposit is **\$0**. Tenant hereby waives collection of the deposit against Lender or any purchaser at a foreclosure sale, unless Lender or such purchaser actually received the deposit from Landlord.
4. Tenant is currently in occupancy of the Premises.
5. Tenant acknowledges that neither Lender nor its successors or assigns will be bound by any amendment or modification of the Lease which is hereafter executed without Lender’s written consent thereto.
6. The commencement date of the Lease was **June 1, 2006**, the Lease terminates on **May 31, 2012** and we have the following renewal/extension option(s): NONE.
7. All work to be performed for us under the Lease has been performed as required and has been accepted by us; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord to us have already been received by us, except: NONE.

8. The Lease is free from default by Landlord to our best knowledge, and we have no offset, defense, deduction or claim against Landlord.

9. Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except: _____
NONE

10. Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except us and our employees occupy the Premises, except: NONE.

11. Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part or to occupy any additional space at the Property.

12. No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform its obligations under the Lease.

13. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease. Tenant confirms that the Lease is subordinate to Lender's mortgage.

14. If the undersigned is not the party named in the Lease, describe below the chain of assignments into the undersigned and attach a copy of each assignment document hereto:
NONE

15. Upon the conclusion of any such sale to the Purchaser, the Landlord will be relieved of any further obligations with respect to the Lease and the Premises.

The statements contained herein may be relied upon by Lender, its successors and assigns and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate. The undersigned is duly authorized to execute this certificate.

Dated this ____ day of November, 2007.

TENANT:

By: _____
Name: _____
Title: _____

TENANT ESTOPPEL CERTIFICATE

The undersigned (“**Tenant**”) hereby certifies to **REFLECTIONS AT HIDDEN LAKE, INC. (“Landlord”)**, and to **REFLECTIONS OF SEMINOLE COUNTY, LLC (“Purchaser”)**, and to **AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY**, Purchaser’s prospective lender, its successors and/or assigns (“**Lender**”), as follows, with the understanding that Landlord, Purchaser and Lender are relying on such certification in connection with the proposed sale of (or an interest in) the Reflections Building located at 520 West Lake Mary Boulevard, Sanford, Florida (the “**Property**”).

Re: Lease Date :**JUNE 15, 2006**
Between: Reflections at Hidden Lake, Inc. (Landlord)
SEMINOLE COUNTY, FLORIDA (COMMUNITY SERVICES) (Tenant)
Square Footage Leased: **8,635**
Suite No. **532 WEST LAKE MARY BLVD, SANFORD**(“Premises”)

Tenant understands that Purchaser is contemplating purchasing the Property or an interest therein from Landlord, and Lender is contemplating making a loan (the “**Loan**”) to Purchaser in connection therewith. The undersigned, as the tenant under the above-referenced lease (the “**Lease**”), hereby certifies to Landlord, Purchaser and Lender the following:

1. The lease attached hereto as Exhibit A is a true, correct, and complete copy of the Lease, is in full force and effect and has not been modified, supplemented, or amended in any way, and the Lease represents the entire agreement between the parties as to the Premises or any portion thereof.

2. The amount of fixed total monthly rent is currently **\$12,592.75**. No such rent has been or will be paid more than one (1) month in advance of its due date, except: NONE. Tenant has paid rent for the Premises up to and including November, 2007 and is not in default under the Lease.

3. Tenant’s security deposit is **\$0**. Tenant hereby waives collection of the deposit against Lender or any purchaser at a foreclosure sale, unless Lender or such purchaser actually received the deposit from Landlord.

4. Tenant is currently in occupancy of the Premises.

5. Tenant acknowledges that neither Lender nor its successors or assigns will be bound by any amendment or modification of the Lease which is hereafter executed without Lender’s written consent thereto.

6. The commencement date of the Lease was **September 22, 2006**, the Lease terminates on **September 21, 2012** and we have the following renewal/extension option(s): NONE.

7. All work to be performed for us under the Lease has been performed as required and has been accepted by us; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord to us have already been received by us, except: NONE.

8. The Lease is free from default by Landlord to our best knowledge, and we have no offset, defense, deduction or claim against Landlord.

9. Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except: _____
NONE

10. Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except us and our employees occupy the Premises, except: NONE.

11. Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part or to occupy any additional space at the Property.

12. No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform its obligations under the Lease.

13. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease. Tenant confirms that the Lease is subordinate to Lender's mortgage.

14. If the undersigned is not the party named in the Lease, describe below the chain of assignments into the undersigned and attach a copy of each assignment document hereto:
NONE

15. Upon the conclusion of any such sale to the Purchaser, the Landlord will be relieved of any further obligations with respect to the Lease and the Premises.

The statements contained herein may be relied upon by Lender, its successors and assigns and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate. The undersigned is duly authorized to execute this certificate.

Dated this ____ day of November, 2007.

TENANT:

By: _____
Name: _____
Title: _____

TENANT ESTOPPEL CERTIFICATE

The undersigned (“**Tenant**”) hereby certifies to **REFLECTIONS AT HIDDEN LAKE, INC.** (“**Landlord**”), and to **REFLECTIONS OF SEMINOLE COUNTY, LLC** (“**Purchaser**”), and to **AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY**, Purchaser’s prospective lender, its successors and/or assigns (“**Lender**”), as follows, with the understanding that Landlord, Purchaser and Lender are relying on such certification in connection with the proposed sale of (or an interest in) the Reflections Building located at 520 West Lake Mary Boulevard, Sanford, Florida (the “**Property**”).

Re: Lease Date :**APRIL 28, 2006**
Between: Reflections at Hidden Lake, Inc. (Landlord)
SEMINOLE COUNTY, FLORIDA (CH2M HILL SPACE) (Tenant)
Square Footage Leased: **2,651**
Suite No. **510 WEST LAKE MARY BLVD, SANFORD**(“**Premises**”)

Tenant understands that Purchaser is contemplating purchasing the Property or an interest therein from Landlord, and Lender is contemplating making a loan (the “**Loan**”) to Purchaser in connection therewith. The undersigned, as the tenant under the above-referenced lease (the “**Lease**”), hereby certifies to Landlord, Purchaser and Lender the following:

1. The lease attached hereto as Exhibit A is a true, correct, and complete copy of the Lease, is in full force and effect and has not been modified, supplemented, or amended in any way, and the Lease represents the entire agreement between the parties as to the Premises or any portion thereof.

2. The amount of fixed total monthly rent is currently **\$3,446.30**. No such rent has been or will be paid more than one (1) month in advance of its due date, except: NONE. Tenant has paid rent for the Premises up to and including **November**, 2007 and is not in default under the Lease.

3. Tenant’s security deposit is **\$0**. Tenant hereby waives collection of the deposit against Lender or any purchaser at a foreclosure sale, unless Lender or such purchaser actually received the deposit from Landlord.

4. Tenant is currently in occupancy of the Premises.

5. Tenant acknowledges that neither Lender nor its successors or assigns will be bound by any amendment or modification of the Lease which is hereafter executed without Lender’s written consent thereto.

6. The commencement date of the Lease was **June 12, 2006**, the Lease terminates on **June 11, 2011** and we have the following renewal/extension option(s): NONE.

7. All work to be performed for us under the Lease has been performed as required and has been accepted by us; and any payments, free rent, or other payments, credits, allowances or abatements required to be given by Landlord to us have already been received by us, except: NONE.

8. The Lease is free from default by Landlord to our best knowledge, and we have no offset, defense, deduction or claim against Landlord.

9. Tenant has received no notice of any prior sale, assignment, pledge or other transfer of the Lease or of the rents received therein, except: _____
NONE

10. Tenant has not assigned the Lease or sublet all or any portion of the Premises, Tenant does not hold the Premises under assignment or sublease, nor does anyone except us and our employees occupy the Premises, except: NONE.

11. Tenant has no right or option to purchase all or any part of the Premises or the building of which the Premises is a part or to occupy any additional space at the Property.

12. No actions, whether voluntary or otherwise, are pending against Tenant under the bankruptcy laws of the United States or any state and there are no claims or actions pending against Tenant which if decided against Tenant would materially and adversely affect Tenant's financial condition or Tenant's ability to perform its obligations under the Lease.

13. Tenant agrees to pay all rents and other amounts due under the Lease directly to Lender upon receipt of written demand by Lender, and Landlord hereby consents thereto. The assignment of the Lease to Lender, or collection of rents by Lender pursuant to such assignment, shall not obligate Lender to perform Landlord's obligations under the Lease. Tenant confirms that the Lease is subordinate to Lender's mortgage.

14. If the undersigned is not the party named in the Lease, describe below the chain of assignments into the undersigned and attach a copy of each assignment document hereto:
NONE

15. Upon the conclusion of any such sale to the Purchaser, the Landlord will be relieved of any further obligations with respect to the Lease and the Premises.

The statements contained herein may be relied upon by Lender, its successors and assigns and by third parties who are interested in the matters covered by this Tenant Estoppel Certificate. The undersigned is duly authorized to execute this certificate.

Dated this ____ day of November, 2007.

TENANT:

By: _____
Name: _____
Title: _____

LEASE

THIS LEASE is made and entered into this 16 day of Sept., 2002 by and between REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, whose address is, c/o Patrick T. Christiansen, 17th Floor, Citrus Center, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as LANDLORD, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as TENANT.

WITNESSETH

WHEREAS, the LANDLORD is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "Project"), located at 520 West Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the TENANT is desirous of leasing space in the first floor of what is known as the Retail Building (the "Retail Building") in the Project for use as county offices for Seminole County and other county purposes.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the LANDLORD and TENANT agree as follows:

1. LEASED PREMISES. The LANDLORD does hereby grant to the TENANT and the TENANT does hereby accept from the LANDLORD the exclusive use and occupancy of 2,651 square feet of office space (the "Leased Premises"), having an address of

510 West Lake Mary Boulevard, Sanford, Florida 32773, and more particularly described as outlined and set forth in Exhibit "A" attached hereto.

2. **TERM.** The term of this Lease shall be as follows:

(a) The initial term of this Lease shall commence on October 1, 2002 or such earlier date as the Leased Premises may be delivered to the Tenant and the Tenant opens for business (the "Commencement Date"), and shall thereafter continue through September 30, 2007 (the "Initial Expiration Date").

(b) Upon the expiration of the initial term, this Lease shall be automatically renewed for a period of five (5) one (1) year periods, provided, however, the Tenant may, in its discretion, elect not to so renew the Lease as of the end of any individual one-year renewal term by the giving of written notice of such to the **LANDLORD** not less than seven (7) months prior to the end of the then existing one (1) year term, in which event, the Lease shall expire at the end of said existing one (1) year term.

(c) Notwithstanding the foregoing, the Tenant may at any time after the first three (3) years of this Lease but prior to the Initial Expiration Date terminate the Lease upon six (6) months written notice to the Landlord if, and only if, the Tenant constructs a new fire station on State Road 46 in the City of Sanford and relocates to said new fire station the personnel and operations which the Tenant has at the Premises. In such case, the Tenant will also pay to the Landlord a cancellation fee equal to the unamortized cost of the Improvements (as defined in paragraph 7 below) made by the Landlord based on a five (5) year life for said Improvements, which said cancellation fee shall not exceed \$7,500.00.

3. **RENTAL.** The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises as follows:

(a) For the first lease year commencing on the Commencement Date through September, 2003, a monthly rental of **TWO THOUSAND EIGHT HUNDRED SEVENTY-ONE AND 92/100 DOLLARS (\$2,871.92).**

(b) For the second lease year commencing on October 1, 2003, a monthly rental of **TWO THOUSAND NINE HUNDRED SIXTY AND 28/100 DOLLARS (\$2,960.28).**

(c) For the third lease year commencing on October 1, 2004, a monthly rental of **THREE THOUSAND FORTY-EIGHT AND 65/100 DOLLARS (\$3,048.65).**

(d) For the fourth lease year commencing on October 1, 2005, a monthly rental of **THREE THOUSAND ONE HUNDRED THIRTY-SEVEN AND 02/100 DOLLARS (\$3,137.02).**

(e) For the fifth lease year commencing on October 1, 2006, a monthly rental of **THREE THOUSAND TWO HUNDRED TWENTY-FIVE AND 38/100 DOLLARS (\$3,225.38).**

(f) If this Lease extends beyond the Initial Term and is not timely terminated by the Tenant as set forth in paragraph 2(b) above, for each lease year from and after initial term (beginning October, 2007), the monthly rent will change for each and every year during any renewal period, which revised monthly rental shall be equal to the sum of the following:

(i) The monthly rent for the immediately preceding year; plus

(ii) \$88.37.

Thus, the monthly rent will be the sum of both amounts determined under clauses (i) and (ii)(above).

(g) The monthly rent due under this Lease shall be payable on or before the tenth (10th) day of each calendar month for that calendar month.

(h) In the event the Commencement Date is other than on the first day of a month, the monthly rent shall be paid pro rata for that portion of the month after the Commencement Date.

(i) The term "Anniversary Date" shall mean October 1, 2003, and each October 1 thereafter.

4. This paragraph is not applicable.

5. UTILITIES. The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use

and 68 degrees and 70 degrees during heat use. Such utilities shall be furnished five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall pay for said additional usage.

6. **MAINTENANCE.** The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

7. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES.**
The **LANDLORD** has agreed to undertake certain improvements (the "**Improvements**") to the Leased Premises as follows:

(a) The Landlord shall re-carpet and paint the Leased Premises to the Tenant's color specification(s) prior to occupancy. The Landlord will also provide a 10-foot by 8-foot section of carpet for the Tenant. Also, the Landlord will install a sink and cabinet in the Leased Premises as selected by the Tenant. Landlord will not be obligated to undertake any other Improvements.

(b) The **LANDLORD** shall pay for the cost of the Improvements (except for telephone and computer lines and cable which are to be done by **TENANT** at **TENANT**'s sole expense).

(c) The Improvements shall be constructed by the **LANDLORD** as soon as possible and, in any event, shall be constructed by no later than

September 15, 2002. At such time as the Improvements have been substantially completed and a certificate of occupancy issued for same, if the same is required, said date shall constitute the Commencement Date as set forth in paragraph 2 above and, from said date, possession of the Leased Premises shall be delivered to the **TENANT**.

(d) Upon occupancy by the **TENANT**, the **TENANT** may furnish to the **LANDLORD** a "punch list" setting forth items which need to be corrected, and the **LANDLORD** shall undertake the correction of said items provided, however, the existence and correction of said "punch list" items shall not affect or delay the Commencement Date or delay or excuse the obligation of the **TENANT** hereunder.

8. **ACCESS TO PREMISES.** **TENANT**, **TENANT**'s agents or designees, shall have reasonable access and entry to the Leased Premises prior to the Commencement Date to install telephone and computer lines and cables, and fixtures and other personal property of the **TENANT**, provided, however, said access does not unreasonably interfere with the construction of the Improvements.

9. **POSSESSION.**

(a) Delivery of possession within the meaning of this Lease shall be accomplished by **LANDLORD**'s delivery to **TENANT** of the keys to the Leased Premises after **LANDLORD** has completed the Improvements as set forth in paragraph 7 above. Said Leased Premises shall be delivered to **TENANT** in a condition that is in good order, repair, safe, clean and tenable immediately upon **TENANT** taking possession of the Leased Premises.

(b) **LANDLORD** agrees that upon the date of delivery of possession to the **TENANT**, the Leased Premises except for such work as may be performed by **TENANT** and punch list items to be corrected by the **LANDLORD**, shall be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would directly prohibit **TENANT** from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, **TENANT** shall conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in the **LANDLORD**'s construction and punch list items under paragraph 7(d) above.

10. **PARKING**. At the present time, no parking spaces have been assigned for the **TENANT**. However, in the event **LANDLORD** or the **TENANT** should at any time request specifically assigned parking spaces, **LANDLORD** guarantees to **TENANT** for the term and renewal or extension of this Lease to provide and set aside ten (10) reserved parking spaces for the **TENANT**'s employees or agents, the said parking spaces to be identified by the **LANDLORD** along the following lines:

(a) Employee parking may be identified as remote areas from the Leased Premises.

(b) Spaces closest to the Tower Building may be identified for visitors and other similar uses.

The parking area shall be properly operated and maintained by the Landlord, and all entrances, exits, driveways and walkways kept in first class condition and state of repair by the Landlord,

such operation and maintenance to include without limitation, lighting (specifically including flood lighting of designated employee parking areas), striping, traffic control and removal of rubbish and debris. In the event the **TENANT** desires the use of more than ten (10) reserved parking spaces, then the **TENANT's** employees or agents may park in other than designated employee parking areas within the Project provided said other parking areas have not previously been assigned by the **LANDLORD** for other tenants, but subject to the further right of the **LANDLORD** from time to time to so assign those parking areas not contained within the ten (10) spaces identified for the use by the **TENANT** hereunder, for the use of other tenants.

11. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.** All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

12. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises or cut off or restrict access from the elevators or the restrooms to the Option Space without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or

structural), the consent of the landlord shall be required, said consent not to be unreasonably withheld.

13. **USE OF LEASED PREMISES.** TENANT shall have the exclusive use of the Leased Premises for the Public Safety Department-Tanks Division of the County or such other County offices as it may desire to make use thereof in connection with or incidental to its purposes during the term of this Lease. TENANT covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises.

14. **QUIET POSSESSION.** The LANDLORD shall warrant and defend the TENANT in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

15. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The TENANT shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the LANDLORD.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

16. INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES. The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense in, on or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

17. TAXES. The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

18. FIRE CLAUSE. **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to

rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

19. **LIABILITY INSURANCE.** The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys, and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

20. **HOLD HARMLESS.** Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

21. **CANCELLATION AND TERMINATION.**

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all the rights of the **TENANT**

hereunder shall terminate, or (ii) bring an action to recover the amounts due, all of which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the **LANDLORD** shall not exercise any rights or remedies hereunder without first giving to the **TENANT** written notice of such default, and the **TENANT** shall then have a period of thirty (30) days within which to cure said default.

(d) In the event of a default by the **LANDLORD**, the **TENANT** shall first give the **LANDLORD** written notice of such default, and the **LANDLORD** shall then have a period of thirty (30) days within which to cure said default, or such longer period of time as may be reasonable if said default cannot be cured within said thirty (30) days. In the event **LANDLORD** does not cure said default, the **TENANT** upon written notice may then terminate the Lease, without penalty or payment of cancellation fees.

22. **SURRENDER OF POSSESSION**. The **TENANT** agrees to deliver up and surrender to the **LANDLORD** possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when the **TENANT** takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

23. **WAIVER**. No waiver of any breach of any one or more of the conditions or covenants of this Lease by the **LANDLORD** or by the **TENANT** shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

24. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

25. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

26. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
17th Floor, Citrus Center
255 South Orange Avenue
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Support Services Division
200 West County Home Road
Sanford, Florida 32773

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

27. **MISCELLANEOUS.**

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

(f) This Lease shall be construed in accordance with and governed by the laws of the State of Florida.

(g) The **TENANT** shall comply with rules and regulations as set forth in **Exhibit "D"**, together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

28. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

29. **HAZARDOUS WASTE.** **TENANT** agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "**Hazardous Waste Law**") [defined terms initial caps only elsewhere?] and with all similar applicable laws and regulations and shall notify **LANDLORD** promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical

liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Leased Premises or the Building, and shall promptly forward to **LANDLORD** copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. **TENANT** shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building. In regard to any Hazardous Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

30. **RADON DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

31. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

32. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

33. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be

under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

34. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT** agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

35. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

(a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance. In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease. This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

36. **SIGNS.** The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Tower Building, or on any exterior windows in said Tower Building, or elsewhere within the Leased Premises so as to be visible from the exterior of the Tower Building, without the express prior written consent of the **LANDLORD**, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Tower Building. The **TENANT** may erect a sign in accordance with **Exhibit "C"** attached hereto.

37. **EMINENT DOMAIN.** If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the **TENANT's** use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the **LANDLORD** shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and **TENANT** shall have no claim against the **LANDLORD** for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the **LANDLORD's** option, the rent thereafter to be paid shall be equitably reduced.

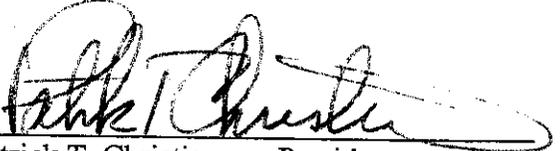
39. **ARBITRATION.** In the event any dispute may arise between the parties regarding the provisions of this Lease, the parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the

date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

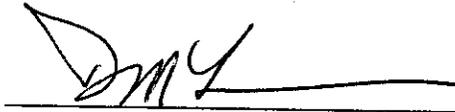
ATTEST


REFLECTIONS AT HIDDEN LAKE, INC.

By: 

Patrick T. Christiansen, President

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: 

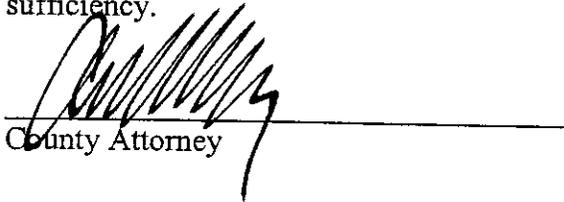
_____, Chairman

Date: 9-16-02



Clerk to the Board of County
Commissioners of Seminole County, Florida

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



County Attorney

As authorized for execution by the
Board of County Commissioners at
their Sept. 10, 2002
regular meeting

SKETCH OF FIRST FLOOR SPACE

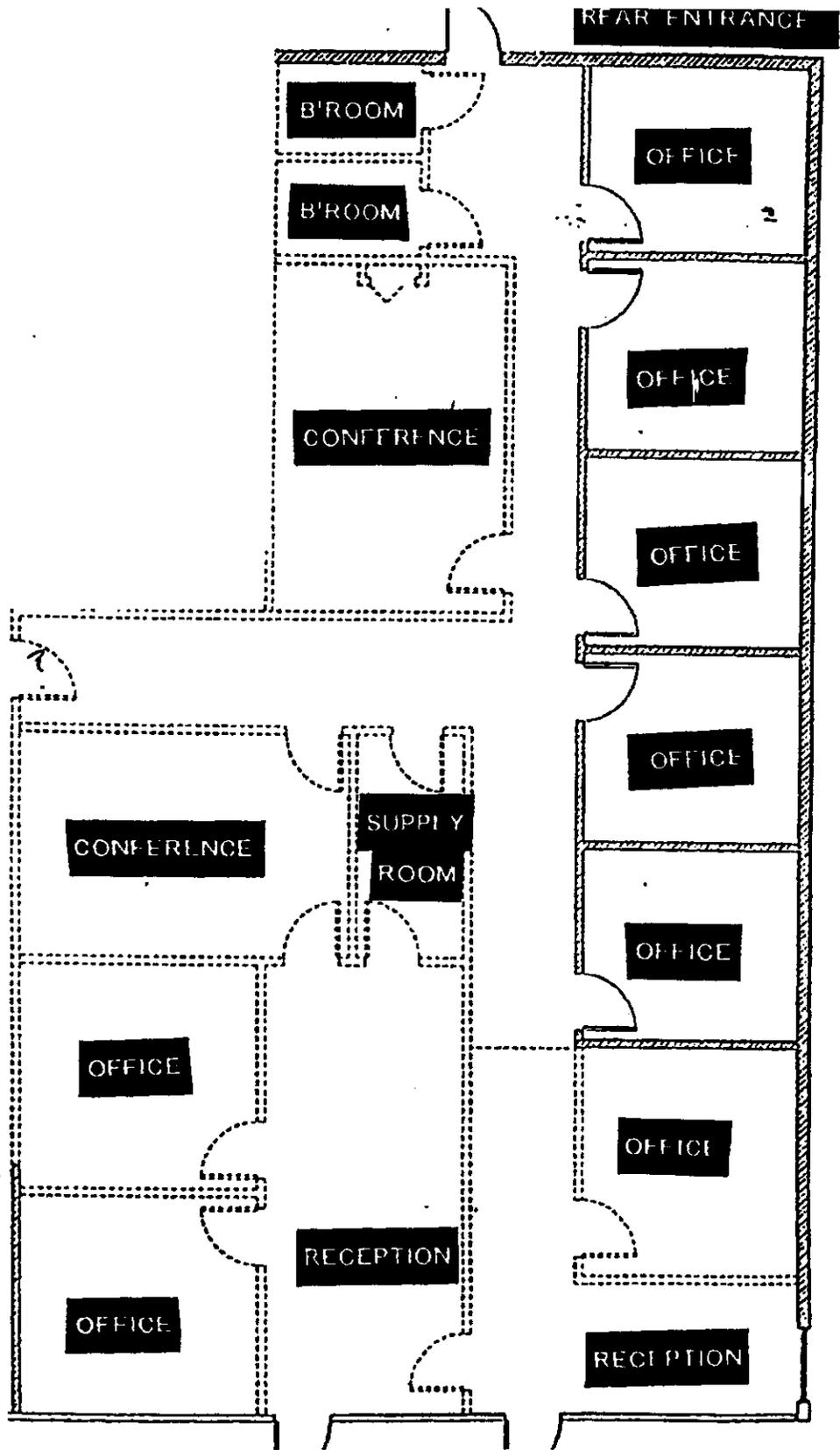


Exhibit "A"

THIS EXHIBIT IS NOT APPLICABLE.

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.
2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.
3. All signs shall be uniform and shall be approved by the **LANDLORD**.
4. The cost of such signage shall be paid for by the **TENANT**.
5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.
6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the tenant unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.
2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devises be placed or distributed in the Common Areas.
3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other tenant or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.
4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.
5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.
6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.
7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.
8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.
9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.
10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

SKETCH OF FIRST FLOOR SPACE

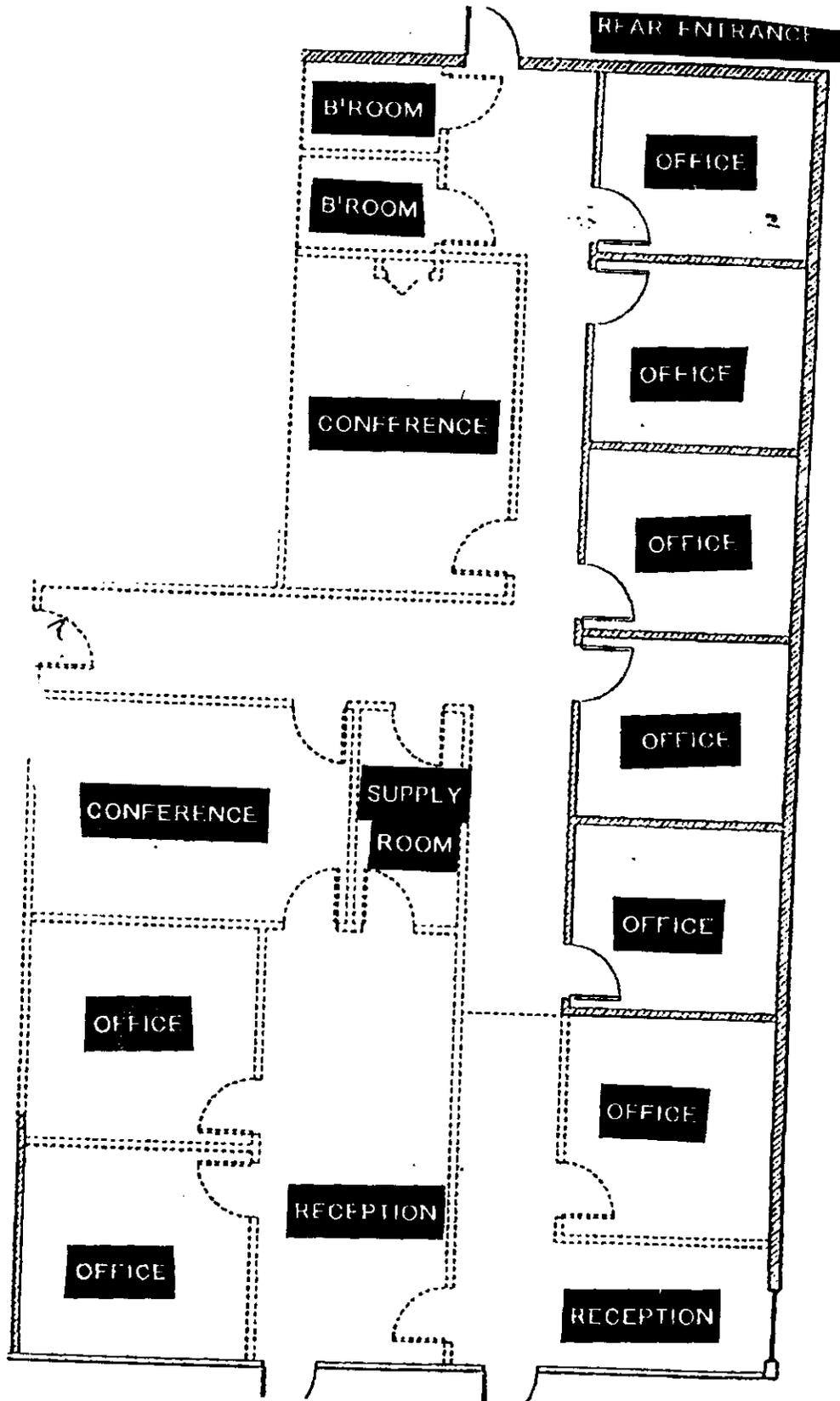


Exhibit "A"

CLERK OF CIRCUIT COURT
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Wa. [Signature]* PTC-2
DEPUTY CLERK 4-04-06

LEASE
(Environmental Services Program Management Contract)

THIS LEASE is made and entered into this 28 day of April, 2006 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, CNL II Center, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **TENANT**.

WITNESSETH

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "**Project**"), located at 520 West Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in what is known as the One Storey East (the "**One Storey East**") Building in the Project for use as county offices for Seminole County and other county purposes. The space (hereinafter defined as the "**Leased Premises**") is currently leased by the **TENANT** under a separate and distinct lease agreement and the space is at times referred to as the "**Tanks Space**". This Lease will simultaneous replace and terminate the prior lease with the **TENANT**.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the **LANDLORD** and **TENANT** agree as follows:

1. **LEASED PREMISES.** The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and

occupancy of 2,651 square feet of office space (the "**Leased Premises**"), having an address of 510 West Lake Mary Boulevard, Sanford, Florida 32773, and more particularly described as outlined and set forth in **Exhibit "A"** attached hereto.

2. **TERM.** The term of this Lease shall be as follows:

(a) Subject to the further provisions of subparagraph (b) below, the term of this Lease shall commence at such time as the Tanks Division of the **TENANT** vacates the Leased Premises (the "**Commencement Date**"), and shall thereafter continue for a period of five (5) full years (the "**Expiration Date**"). The Commencement Date is premised on the current occupant of the Leased Premises, the Tanks Division of the **TENANT**, vacating the space. Thus, the Commencement Date will occur with the Tanks Division vacates the Leased Premises and the Expiration Date will then be five (5) full years. Once the Tanks Division has vacated, the parties will at the request of the other party confirm in writing the respective Commencement Date and Expiration Date.

(b) Notwithstanding the term set forth above, the **TENANT** may terminate this Lease upon either of the following occurrences under Section (i) or (ii):

(i) If all three of the following conditions occur:

A. the **TENANT** intends to use the Leased Premises for an environmental services contract (the "**Contract**") which it has awarded to **CH2M HILL, INC.** ("**CH2M**"), and to make the Leased Premises available to **CH2M** in connection with said Contract. Under the

Contract, the **TENANT** has awarded to **CH2M Hill** the contract for environmental services to be rendered to the **TENANT** for a period of five years.

B. The **TENANT** has through non-appropriation specifically set forth in its annual budget that it will no longer fund both the Contract and any further contract by a third party to provide comparable services set forth in the Contract for the remaining term of the Contract. Said decision by the **TENANT** must not be a general finding, but, rather, must be a specific finding by the Board of County Commissioners of the **TENANT** that the **TENANT** specifically does not wish to further fund the Contract or for said services.

C. The **TENANT** gives written notice to the **LANDLORD** of said non-appropriation and furnishes to the **TENANT** written evidence of said non-appropriation. Further, the **TENANT** shall immediately notify the **LANDLORD** in writing as soon as the **TENANT** is considering non-appropriation for this Contract.

Provided all of the aforementioned matters in clauses A, B and C occur, the **TENANT** may then upon no less than one hundred eighty (180) days notice to the **LANDLORD** terminate this Lease, in which event, the Lease shall

terminate no sooner than one hundred eighty (180) days after the **TENANT** has given said notice to the **LANDLORD**.

(ii) If each and every other lease, excluding the "Tanks" lease, that the **TENANT** has for space in the Project (i.e., the entire Reflections Building) expires, and the **TENANT** has vacated all the space in said Project, then the **TENANT** provided it is not otherwise in default under any of said other leases, may terminate this Lease upon no less than one hundred eighty (180) days notice to the **LANDLORD**, in which event, the Lease will terminate no sooner than one hundred eighty (180) days after the **TENANT** has given said notice to the **LANDLORD**.

3. **RENTAL**. The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises as follows:

(a) For the first lease year commencing on the Commencement Date through April 30, 2007, a monthly rental of **THREE THOUSAND THREE HUNDRED FIFTY SEVEN AND 93/100 DOLLARS (\$3,357.93)**.

(b) For the second lease year commencing on May 1, 2007, a monthly rental of **THREE THOUSAND FOUR HUNDRED FORTY SIX AND 30/100 DOLLARS (\$3,446.30)**.

(c) For the third lease year commencing on May 1, 2008, a monthly rental of **THREE THOUSAND FIVE HUNDRED THIRTY FOUR 67/100 DOLLARS (\$3,534.67)**.

(d) For the fourth lease year commencing on May 1, 2009, a monthly rental of **THREE THOUSAND SIX HUNDRED TWENTY THREE AND 03/100 DOLLARS (\$3,623.03)**.

(e) For the fifth lease year commencing on May 1, 2010, a monthly rental of **THREE THOUSAND SEVEN HUNDRED ELEVEN AND 40/100 DOLLARS (\$3,711.40)**.

(f) The monthly rent due under this Lease shall be payable on or before the first (1st) day of each calendar month for that calendar month.

4. This paragraph is not applicable.

5. **UTILITIES.** The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use and 68 degrees and 70 degrees during heat use. Such utilities shall be furnished

five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall notify the **LANDLORD** with reasonable notice, specifying the times involved and the **LANDLORD** shall provide said usage. It is understood that generally usage night time and weekends will approximately 20 hours per week.

6. **MAINTENANCE.** The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

7. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES.** The **LANDLORD** shall repair the floor from removal of the filing system and create a door between the lease space and the Environmental Services space. Location of the door to be determined by Environmental Services.

8. This paragraph is not applicable

9. **POSSESSION.** The **TENANT** will take possession of the space after the **LANLORD** prepares the space for occupancy.

10. This paragraph is not applicable.

11. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.** All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their

respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

12. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or structural), the consent of the **LANDLORD** shall be required, said consent not to be unreasonably withheld.

13. **USE OF LEASED PREMISES.** **TENANT** shall have the exclusive use of the Leased Premises for the Purpose of making the Leased Premises available to **CH2M** for the purposes of enabling **CH2M** to render the environmental services to the County under the Contract, or such other County offices as it may desire to make use thereof in connection with or incidental to its purposes during the term of this Lease. **TENANT** covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises. The **TENANT** will be responsible

for any damage or other matters caused by **CH2M** if and to the extent **CH2M** is in possession of any or all of the Leased Premises.

14. **QUIET POSSESSION.** The **LANDLORD** shall warrant and defend the **TENANT** in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

15. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The **TENANT** shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the **LANDLORD**. However, the **TENANT** may permit the Leased Premises to be occupied by **CH2M**, which has a contract to provide consulting services to the **TENANT**. The **TENANT** will be responsible for any actions of **CH2M** in regard to the Leased Premises.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

16. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense in, on or about the Leased Premises, including fixtures

temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

17. **TAXES.** The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

18. **FIRE CLAUSE.** **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

19. **LIABILITY INSURANCE.** The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys,

and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

20. **HOLD HARMLESS.** Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

21. **CANCELLATION AND TERMINATION.**

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all the rights of the **TENANT** hereunder shall terminate, or (ii) bring an action to recover the amounts due, all of which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the **LANDLORD** shall not exercise any rights or remedies hereunder without first giving to the **TENANT** written notice of such default, and the **TENANT** shall then have a period of thirty (30) days within which to cure said default.

(d) In the event of a default by the **LANDLORD**, the **TENANT** shall first give the **LANDLORD** written notice of such default, and the **LANDLORD** shall then have a period of thirty (30) days within which to cure said default, or such longer period of time as may be reasonable if said default cannot be cured within said thirty (30) days. In the event **LANDLORD** does not cure said default, the **TENANT** upon written notice may then terminate the Lease, without penalty or payment of cancellation fees.

22. **SURRENDER OF POSSESSION.** The **TENANT** agrees to deliver up and surrender to the **LANDLORD** possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when the **TENANT** takes possession except for ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

23. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the **LANDLORD** or by the **TENANT** shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

24. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

25. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then

such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

26. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
CNL II Tower
420 South Orange Avenue
Suite 1200
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Support Services Division
200 West County Home Road
Sanford, Florida 32773

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

27. MISCELLANEOUS.

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

(f) This Lease shall be construed in accordance with and governed by the laws of the State of Florida.

(g) The **TENANT** shall comply with rules and regulations as set forth in **Exhibit "D"**, together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

(h) Effective on the Commencement Date (as defined in paragraph 2(a) above, this Lease replaces and terminates any prior Lease between the parties, which prior lease the **LANDLORD** and **TENANT** have cancelled and terminated effective on said Commencement Date.

28. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

29. **HAZARDOUS WASTE.** **TENANT** agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "**Hazardous Waste Law**") [defined terms initial caps only elsewhere?] and with all similar applicable laws and regulations and shall notify **LANDLORD** promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical

liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Leased Premises or the Building, and shall promptly forward to **LANDLORD** copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. **TENANT** shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building. In regard to any Hazardous Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

30. **RADON DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

31. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

32. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

33. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be

under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

34. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT** agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

35. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

(a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance. In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease. This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

36. **SIGNS**. The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Leased Premises, or on any exterior windows in said Leased Premises, or elsewhere within the Leased Premises so as to be visible from the exterior of the Building, without the express prior written consent of the **LANDLORD**, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Leased Premises. The **TENANT** may erect a sign in accordance with **Exhibit "C"** attached hereto.

37. **EMINENT DOMAIN**. If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the **TENANT's** use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the **LANDLORD** shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and **TENANT** shall have no claim against the **LANDLORD** for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the **LANDLORD's** option, the rent thereafter to be paid shall be equitably reduced.

39. **ARBITRATION**. In the event any dispute may arise between the parties regarding the provisions of this Lease, the parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the

date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

[Signatures Begin on Following Page]

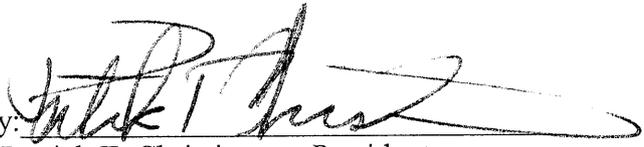
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the

dates written below:

REFLECTIONS AT HIDDEN LAKE, INC.

ATTEST:



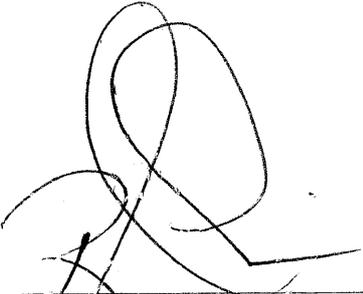
By: 

Patrick T. Christiansen, President

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

By: 
_____, Chairman

Date: April 28, 2006



7012 Clerk to the Board of County
Commissioners of Seminole County, Florida

As authorized for execution by the
Board of County Commissioners at
their April 25, 2006
regular meeting

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



County Attorney

SKETCH OF ONE STOREY EAST SPACE
510 W. LAKE MARY BLVD., SANFORD, FLORIDA 32773

THIS EXHIBIT IS NOT APPLICABLE.

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.

2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.

3. All signs shall be uniform and shall be approved by the **LANDLORD**.

4. The cost of such signage shall be paid for by the **TENANT**.

5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.

6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.
2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devises be placed or distributed in the Common Areas.
3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other **TENANT** or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.
4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.
5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.
6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.
7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.
8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.
9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.
10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the **TENANT** unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.

LEASE
(Community Services Space)

THIS LEASE is made and entered into this 15 day of June, 2006 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, CNL II Center, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **TENANT**.

W I T N E S S E T H

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "**Project**"), located at 520 West Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in what is known as the One Storey West (the "**One Storey West**") Building in the Project for use as county offices for Seminole County and other county purposes.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the **LANDLORD** and **TENANT** agree as follows:

1. **LEASED PREMISES.** The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and occupancy of 8,635 square feet of office space (the "**Leased Premises**"), having an address of 532 West Lake Mary Boulevard, Sanford, Florida 32773, and more particularly described as outlined and set forth in **Exhibit "A"** attached hereto.

2. **TERM.** The term of this Lease shall be as follows:

(a) Subject to the further provisions of subparagraph (b) below, the term of this Lease shall commence at such time as the Landlord has completed the Tenant Improvements referenced and set forth in paragraph 7 below (the "**Commencement Date**"), and shall thereafter continue for a period of six (6) full years (the "**Expiration Date**"). The Commencement Date is to occur when the Tenant Improvements have been completed, and therefore the parties will at the request of the other party confirm in writing the respective Commencement Date and Expiration Date when the Landlord Improvements have been completed.

(b) Notwithstanding the term set forth above, the Tenant may terminate this Lease after three (3) years from the commencement date. The Tenant must provide at least one hundred eighty (180) days notice to the Landlord, in which event the Lease shall terminate no sooner than one hundred eighty (180) days after the Tenant has given said notice to the Landlord.

(c) In the event this Lease is terminated in the manner set forth above, the Tenant shall reimburse the Landlord in accordance with the schedule set forth below for the unamortized Tenant Improvement costs incurred by the Landlord.

<u>Termination</u>	<u>T/I Reimbursement</u>
At three (3) years	\$ 45,942
At four (4) years	\$ 30,628
At five (5) years	\$ 15,314

3. **RENTAL.** The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises as follows:

(a) For the first lease year commencing on the Commencement Date, a monthly rental of **TWELVE THOUSAND THREE HUNDRED AND FOUR AND 92/100 DOLLARS (\$12,304.92).**

(b) For the second lease year commencing on Second Anniversary Date, a monthly rental of **TWELVE THOUSAND FIVE HUNDRED AND NINETY TWO AND 75/100 DOLLARS (\$12,592.75).**

(c) For the third lease year commencing on the third anniversary date, a monthly rental of **TWELVE THOUSAND EIGHT HUNDRED AND EIGHTY AND 58/100 DOLLARS (\$12,880.58).**

(d) For the fourth lease year commencing on the fourth anniversary date, a monthly rental of **THIRTEEN THOUSAND ONE HUNDRED AND SIXTY EIGHT AND 42/100 DOLLARS (\$13,168.42).**

(e) For the fifth lease year commencing on the fifth anniversary date, a monthly rental of **THIRTEEN THOUSAND FOUR HUNDRED AND FIFTY SIX AND 25/100 DOLLARS (\$13,456.25).**

(f) For the sixth lease year commencing on the sixth anniversary date, a monthly rental of **THIRTEEN THOUSAND SEVEN HUNDRED AND FORTY FOUR AND 8/100 DOLLARS (\$13,744.08).**

(g) The monthly rent due under this Lease shall be payable on or before the first (1st) day of each calendar month for that calendar month.

(h) The foregoing rent is generally "gross rent" (other than sales tax) and includes general pass-through expenses such as insurance, common area maintenance and real estate taxes. The rental increases set forth above are planned to take into account some increases in said expenses for insurance, common area maintenance and real estate taxes generally at the rate of 3% increases per year. However, if the cost for any insurance, common area maintenance or real estate taxes exceeds the costs for said items for the base calendar year 2006, then upon written notice from the Landlord with supporting documentation, the Tenant will pay its proportionate share of any such increase in any of said expenses. The Tenant's proportionate share will be based upon the square footage occupied by the Tenant in the Leased Premises to the overall square footage in the Building which is leased or leasable.

4. **UTILITIES.** The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use and 68 degrees and 70 degrees during heat use. Such utilities shall be furnished

five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall notify the **LANDLORD** with reasonable notice, specifying the times involved and the **LANDLORD** shall provide said usage at an hourly rate or flat fee to be mutually agreed upon by Landlord and Tenant.

5. **MAINTENANCE.** The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

6. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES.** The **LANDLORD** shall, make improvements (the "**Tenant Improvements**") to the Leased Premises in accordance with the interior plans approved by the Tenant.

7. **POSSESSION.** The **TENANT** shall have access to the Leased Premises upon the execution of this Lease by both parties provided, however, said possession shall not interfere with the completion by the Landlord of the Tenant Improvements.

8. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.** All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their respective officers, agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits

thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

9. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or structural), the consent of the **LANDLORD** shall be required, said consent not to be unreasonably withheld.

10. **USE OF LEASED PREMISES.** **TENANT** shall have the exclusive use of the Leased Premises for the Purpose of conducting the normal business of the Seminole County Department of Community Services during the term of this Lease. **TENANT** covenants that it will not use or permit the Leased Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises. The **TENANT** will be responsible for any damage while it is in possession of any or all of the Leased Premises.

11. **QUIET POSSESSION.** The **LANDLORD** shall warrant and defend the **TENANT** in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

12. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The **TENANT** shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the **LANDLORD**.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

13. **INSTALLATION AND REMOVAL OF EQUIPMENT AND**

FIXTURES. The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense in, on or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

14. **TAXES.** The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

15. **FIRE CLAUSE.** **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain

a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

16. **LIABILITY INSURANCE.** The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys, and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

17. **HOLD HARMLESS.** Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

18. **CANCELLATION AND TERMINATION.**

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all the rights of the **TENANT** hereunder shall terminate, or (ii) bring an action to recover the amounts due, all of which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the **LANDLORD** shall not exercise any rights or remedies hereunder without first giving to the **TENANT** written notice of such default, and the **TENANT** shall then have a period of thirty (30) days within which to cure said default.

(d) In the event of a default by the **LANDLORD**, the **TENANT** shall first give the **LANDLORD** written notice of such default, and the **LANDLORD** shall then have a period of thirty (30) days within which to cure said default, or such longer period of time as may be reasonable if said default cannot be cured within said thirty (30) days. In the event **LANDLORD** does not cure said default, the **TENANT** upon written notice may then terminate the Lease, without penalty or payment of cancellation fees.

19. **SURRENDER OF POSSESSION.** The **TENANT** agrees to deliver up and surrender to the **LANDLORD** possession of the Leased Premises at the expiration or termination of this Lease, in as good condition as when the **TENANT** takes possession except for

ordinary wear and tear, alterations permitted under this Lease, or loss by fire or other casualty, act of God, insurrection, nuclear weapon, bomb, riot, invasion or commotion, military or usurped power.

20. **WAIVER.** No waiver of any breach of any one or more of the conditions or covenants of this Lease by the **LANDLORD** or by the **TENANT** shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

21. **AMENDMENT OR MODIFICATION.** Both parties hereto acknowledge and agree that they have not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

22. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

23. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
CNL II Tower
420 South Orange Avenue
Suite 1200
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Seminole County
Support Services Division
200 West County Home Road
Sanford, Florida 32773

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

24. **MISCELLANEOUS.**

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement

Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

(f) This Lease shall be construed in accordance with and governed by the laws of the State of Florida.

(g) The **TENANT** shall comply with rules and regulations as set forth in Exhibit "D", together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

(h) Effective on the Commencement Date (as defined in paragraph 2(a) above, this Lease replaces and terminates any prior Lease between the parties, which prior lease the **LANDLORD** and **TENANT** have cancelled and terminated effective on said Commencement Date.

25. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no

person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

26. **HAZARDOUS WASTE.** TENANT agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "**Hazardous Waste Law**") [defined terms initial caps only elsewhere?] and with all similar applicable laws and regulations and shall notify LANDLORD promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "**Spill**") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "**Hazardous Materials**") upon the Leased Premises or the Building, and shall promptly forward to LANDLORD copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. TENANT shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building.

In regard to any Hazardous Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

27. **RADON DISCLOSURE.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

28. **ENTIRE AGREEMENT.** This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

29. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which

may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

30. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

31. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT** agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

32. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

- (a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance. In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease. This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

33. **SIGNS**. The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Leased Premises, or on any exterior windows in said Leased Premises, or elsewhere within the Leased Premises so as to be visible from the exterior of the Building, without the express prior written consent of the **LANDLORD**, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Leased Premises. The **TENANT** may erect a sign in accordance with **Exhibit "C"** attached hereto.

34. **EMINENT DOMAIN**. If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the **TENANT**'s use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the **LANDLORD** shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and **TENANT** shall have

no claim against the **LANDLORD** for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the **LANDLORD's** option, the rent thereafter to be paid shall be equitably reduced.

39. **ARBITRATION.** In the event any dispute may arise between the parties regarding the provisions of this Lease, the parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the
dates written below:

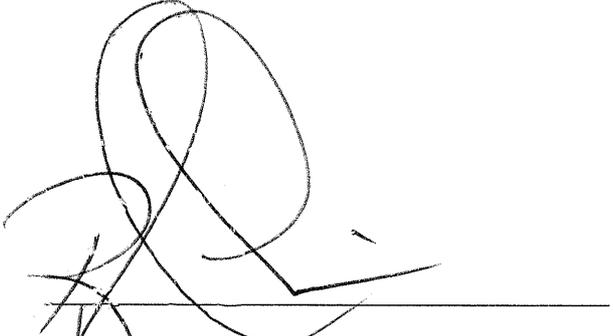
ATTEST:



REFLECTIONS AT HIDDEN LAKE, INC.

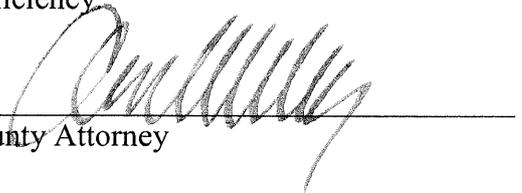
By: 
_____ Patrick T. Christiansen, President

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**



Clerk to the Board of County
Commissioners of Seminole County, Florida

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

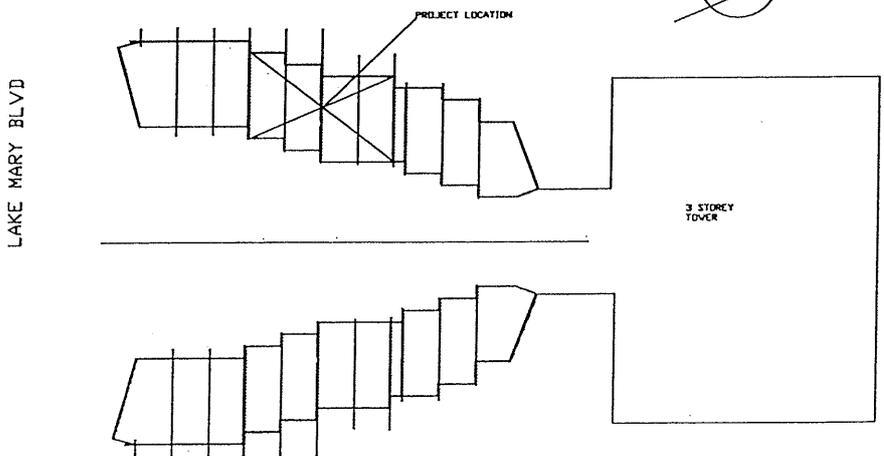
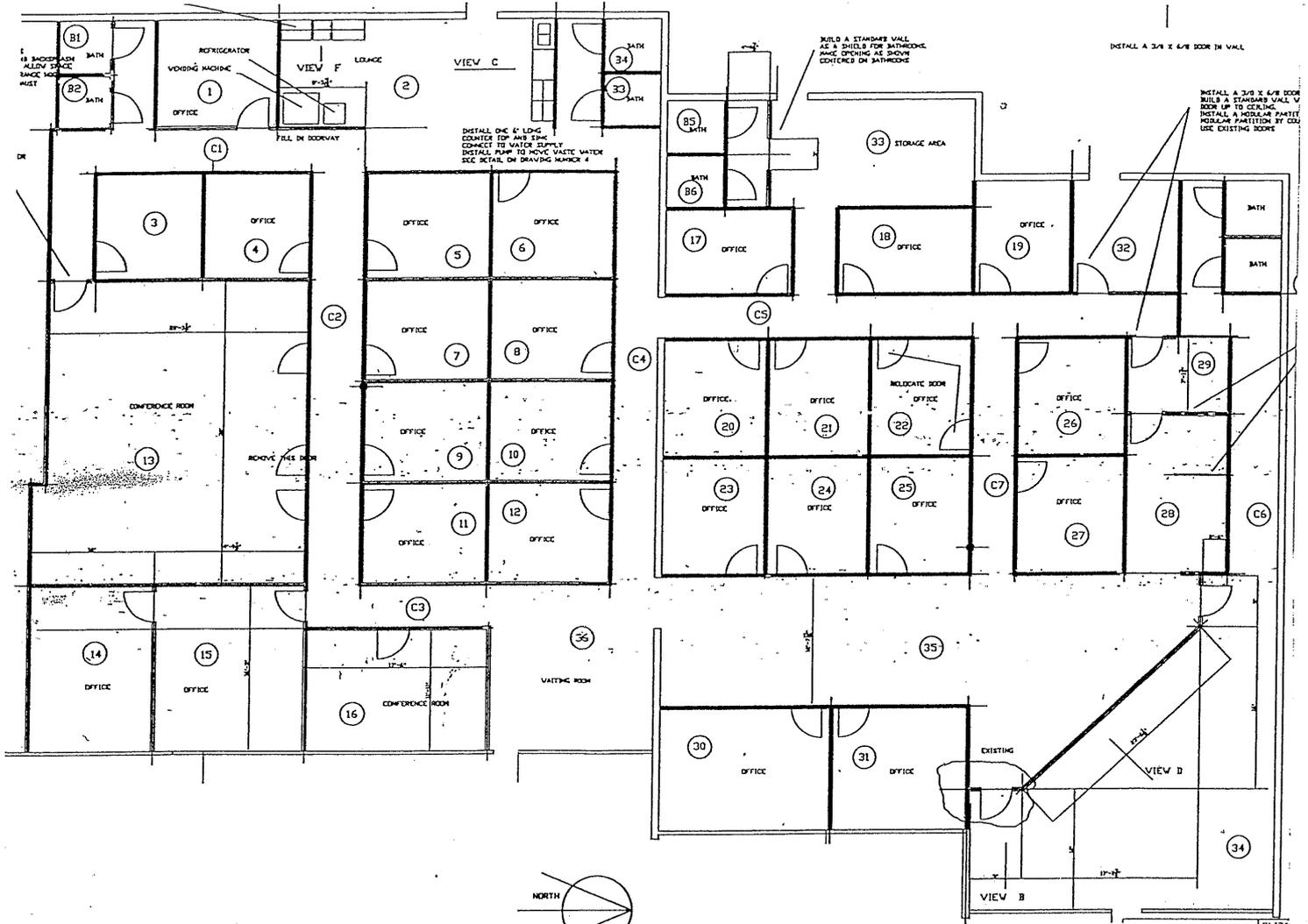

_____ County Attorney

By: 
_____ **CARLTON D. HENLEY**, Chairman

Date: 6-15-06

As authorized for execution by the
Board of County Commissioners at
their 13 June, 2006
regular meeting

SKETCH OF ONE STOREY WEST SPACE
532 W. LAKE MARY BLVD., SANFORD, FLORIDA 32773



SITE PLAN

{01027194;1}

Exhibit "A"

THIS EXHIBIT IS NOT APPLICABLE.

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.

2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.

3. All signs shall be uniform and shall be approved by the **LANDLORD**.

4. The cost of such signage shall be paid for by the **TENANT**.

5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.

6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.

2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devices be placed or distributed in the Common Areas.

3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other **TENANT** or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.

4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.

5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.

6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.

7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.

8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.

9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.

10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the **TENANT** unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Second Renewal and Fifth Amendment to Reflections Tower and Front Office Space Lease Agreement

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT:

MOTION/RECOMMENDATION:

Approve and authorize Chariman to execute Second Renewal and Fifth Amendment to the Reflections Tower and Front Office Space Lease Agreement between Seminole County and Reflections at Hidden Lake, Inc.

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

The Reflections Tower and Front Office Space Lease was entered into on January 14, 1993. Amendments followed on October 24, 1995; February 10, 1998; May 1, 2001; and February 1, 2006.

The Third Amendment extended the lease through April, 2006 with three (3) additional renewal terms of two (2) years each. The First Renewal was on December 20, 2005, extending the lease through April 30, 2008. This Second Renewal extends the lease for two (2) years, from May 1, 2008, through April 30, 2009, at a rate of \$15.18/sf (\$49,387.81/mo.), and from May 1, 2009, through April 30, 2010, at a rate of \$15.58/sf (\$50,689.21/mo.). These payment rates are contained in the Third Amendment dated May 1, 2001.

The Fourth Amendment, dated February 1, 2006, expanded the currently leased floor space to 39,041.75 square feet. This Fifth Amendment stipulates that the landlord will grant to the County the first option to lease any and all additional office space that may become available in the Reflections complex.

STAFF RECOMMENDATION:

Approve Second Renewal and Fifth Amendment to the Reflections Tower and Front Office Space Lease Agreement between Seminole County and Reflections at Hidden Lake, Inc.

ATTACHMENTS:

1. Agreement
2. First Amendment
3. Second Amendment
4. Third Amendment

5. Fourth Amendment
6. First Renewal
7. 2nd Renewal and 5th Amendment

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

1-3-93

LEASE

THIS LEASE is made and entered into this 14th day of January, 1993 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, 17th Floor, Firststate Tower, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **TENANT**.

W I T N E S S E T H

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "Project"), located at 520 East Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in the first and second floors of what is known as the Tower Building (the "Tower Building") in the Project for use as county offices for Seminole County and other county purposes.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the **LANDLORD** and **TENANT** agree as follows:

1. **LEASED PREMISES**. The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and occupancy of 17,961.75 square feet of office space and more particularly described as:

(a) Approximately 450 square feet located on the first floor of the Tower Building, as outlined and set forth in Exhibit "A" attached hereto; and

(b) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as outlined and set forth in Exhibit "B" attached hereto.

Said space as set forth in both Exhibits "A" and "B" constitute the Leased Premises under the Lease.

2. **TERM.** The term of this Lease shall be as follows:

(a) The initial term of this Lease shall commence on the Commencement Date (as defined below) and shall thereafter continue through September 30, 1996. For the purposes of this subparagraph (a), the term "Commencement Date" shall mean the date the Leased Premises are available for occupancy by the **TENANT** in the manner and as set forth in paragraph 7(d) below.

(b) Upon the expiration of the initial term and each renewal term, as the case may be, this Lease shall be automatically renewed as follows:

(i) The first renewal term immediately following the initial term shall be for a period of two (2) years.

(ii) After said two-year renewal term, the Lease shall be automatically renewed for successive periods of one (1) year each.

(c) The **TENANT** shall have the right at any time to terminate this Lease by the giving of written notice of such to the **LANDLORD** not less than seven (7) months prior to the end of the then existing term, in which event, the Lease shall expire at the end of said existing term (subject, however, to the provisions of paragraph 25 below which permits under certain circumstances the **TENANT** to remain in possession after said expiration).

(d) Through the Lease year ending September 30, 1998, the **LANDLORD** shall have no right to terminate this Lease other than due to a default by the **TENANT**. For the Lease year beginning October 1, 1998, the **LANDLORD** shall have the right at any time to terminate this Lease by the giving of written notice of such to the **TENANT** not less than seven (7) months prior to the end of the then existing term, in which event, the Lease shall expire at the end of said existing term.

3. **RENTAL.** The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises the following rental:

(a) For the first year commencing on the Commencement Date, a monthly rental of **THIRTEEN THOUSAND SIX HUNDRED TWENTY AND 99/100 DOLLARS (\$13,620.99)** (the "Base Monthly Rent"). The Base Monthly Rent has been calculated based upon

12,702.92

3

+ 817.07

13,620.99

reference to ...

8/17/98

an annual rate of \$9.10 per foot and is the amount upon which the foregoing Base Monthly Rent has been so calculated using the square footage referenced in paragraph 1 above.

(b) For each year from and after the first Anniversary Date (as defined below), including each and every year during any renewal period, a revised monthly rental equal to the sum of the following:

(i) An amount determined by multiplying a sum equal to (A) the Base Monthly Rent, less (B)\$0.60 (60 cents), by a fraction, the numerator of which shall be the Index Figure for the month immediately preceding the Anniversary Date, and the denominator of which shall be the Index Figure for the month immediately preceding the Commencement Date provided, however, that any increase in monthly rent as determined under this clause (i) shall not exceed the cumulative amount of five percent (5%) per annum; plus

(ii) \$0.60 (60 cents).

Thus, the monthly rent will be the sum of both amounts determined under clauses (i) and (ii)(above).

(c) The monthly rent due under this Lease shall be payable on or before the tenth (10th) day of each calendar month for that calendar month.

(d) In the event the Commencement Date is other than on the first day of a month, the monthly rent shall be paid pro rata for that portion of the month after the Commencement Date.

(e) The term "Anniversary Date" shall mean the date one year from the Commencement Date, and each year thereafter. In the event the Commencement Date is other than on the first day of a month, the Commencement Date for the sole purpose of determining the Anniversary Date hereunder shall be deemed to be the first day of the first full month following the Commencement Date.

(f) The Index figure shall be the revised Consumer Price Index for Urban Wage Earners and Clerical Workers issued by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index Figure")

4. **OPTION SPACE.** The **TENANT** shall have the further right to acquire additional space (the "Option Space") located on the second floor of the Tower Building as set forth and described in Exhibit "B" attached hereto as follows:

(a) For the period from the date hereof through September 30, 1993, the **TENANT** shall have the option to lease the Option Space. After September 30, 1993, if the **TENANT** has not previously exercised its option hereunder, the **TENANT** may nevertheless exercise its

option to lease the Option Space provided the **LANDLORD** has not leased the Option Space or any portion thereof to any third party, in which event, the option granted the **TENANT** shall only be as to such portion of the Option Space which the **LANDLORD** has not leased to a third party.

(b) To exercise the option hereunder, the **TENANT** must so notify the **LANDLORD** in writing.

(c) If the option hereunder is exercised, the Option Space shall be deemed to thereafter be part of the Leased Premises hereunder and this Lease shall be applicable to the Option Space commencing thirty (30) days after the **TENANT** has given said notice.

(d) With respect to the additional rent payable on the Option Space, the **TENANT** shall pay to the **LANDLORD** additional monthly rental:

(i) For the period up to the first Anniversary Date, an amount equal to \$8.50 per foot for each foot contained in the Option Space; and

(ii) For the period from and after the First Anniversary Date, the amount determined from time to time under paragraph 3(b)(i) above.

As such, the amount of the monthly rental applicable to the Option Space shall not include the rental portion

set forth under paragraph 3(b)(ii) above, but the rental rate for the Option Space shall be subject to adjustment from time to time on the same dates and in the same manner as the rental for the remainder of the Lease Premises as adjusted under paragraph 3(b)(i).

(e) The **LANDLORD** reserves the right to have access to and from the Option Space to and from the elevators and the restrooms over the hallways and corridors shown in Exhibit "B", and if the **LANDLORD** leases any of the Option Space to third parties (the **TENANT** not having exercised its Option hereunder) for that third party to have said access.

5. **UTILITIES.** The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use and 68

degrees and 70 degrees during heat use. Such utilities shall be furnished five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall pay for said additional usage.

6. **MAINTENANCE**. The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

7. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES**. The **LANDLORD** has agreed to undertake certain improvements (the "Improvements") to the Leased Premises (but not the Option Space) as follows:

(a) The Improvements shall consist generally of the construction of various improvements to the Leased Premises located on the second floor in the manner, and in the configuration set forth and described in Exhibit "B".

(b) The **LANDLORD** shall pay for the cost of the Improvements (except for telephone and computer lines

and cable which are to be done by **TENANT** at **TENANT's** sole expense).

(c) The Improvements shall be constructed by the **LANDLORD** as soon as possible and, in any event, shall be constructed by no later than April 1, 1993. At such time as the Improvements have been substantially completed and a certificate of occupancy issued for same, said date shall constitute the Commencement Date as set forth in paragraph 2 above and, from said date, possession of the Leased Premises shall be delivered to the **TENANT**.

(d) Upon occupancy by the **TENANT**, the **TENANT** may furnish to the **LANDLORD** a "punch list" setting forth items which need to be corrected, and the **LANDLORD** shall undertake the correction of said items provided, however, the existence and correction of said "punch list" items shall not affect or delay the Commencement Date or delay or excuse the obligation of the **TENANT** hereunder.

(e) In the event this Lease should terminate for any reason prior to five (5) years from the Commencement Date such that the **TENANT** has not paid at least sixty (60) monthly rental payments hereunder, there shall be paid to the **LANDLORD** by the **TENANT** at the time of said termination a termination fee determined as follows:

(i) Said termination fee shall be equal to the total cost of the Improvements or \$53,885.25, whichever is less, multiplied by the Remaining Percentage.

(ii) The "Remaining Percentage" shall be a ratio, the numerator of which is equal to sixty (60) less the number of full monthly rental payments which the **TENANT** has paid hereunder, and the denominator of which is sixty (60).

(g) In regard to the Leased Premises and the Improvements, the Landlord shall, at its cost, undertake any changes or modifications so that the Leased Premises will comply with The Americans With Disabilities Act (42.U.S.C. §12101, et Seq.).

8. **ACCESS TO PREMISES.** **TENANT**, **TENANT's** agents or designees, shall have reasonable access and entry to the Leased Premises prior to the Commencement Date to install telephone and computer lines and cables, and fixtures and other personal property of the **TENANT**, provided, however, said access does not unreasonably interfere with the construction of the Improvements.

9. **POSSESSION.**

(a) Delivery of possession within the meaning of this Lease shall be accomplished by **LANDLORD's** delivery to **TENANT** of the keys to the Leased Premises after **LANDLORD** has completed the Improvements as set forth in

paragraph 7 above. Said Leased Premises shall be delivered to **TENANT** in a condition that is in good order, repair, safe, clean and tenable immediately upon **TENANT** taking possession of the Leased Premises.

(b) **LANDLORD** agrees that upon the date of delivery of possession to the **TENANT**, the Leased Premises except for such work as may be performed by **TENANT** and punch list items to be corrected by the **LANDLORD**, shall be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would directly prohibit **TENANT** from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, **TENANT** shall conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in the **LANDLORD's** construction and punch list items under paragraph 7(d) above.

10. **PARKING**. At the present time, no parking spaces have been assigned for the **TENANT**. However, in the event **LANDLORD** or the **TENANT** should at any time request specifically assigned parking spaces, **LANDLORD** guarantees to **TENANT** for the term and renewal or extension of this Lease to provide and set

aside eighty-four (84) reserved parking spaces for the **TENANT's** employees or agents, the said parking spaces to be identified by the **LANDLORD** along the following lines:

(a) Employee parking may be identified as remote areas from the Leased Premises.

(b) Spaces closest to the Tower Building may be identified for visitors and other similar uses.

The parking area shall be properly operated and maintained and all entrances, exits, driveways and walkways kept in first class condition and state of repair, such operation and maintenance to include without limitation, lighting (specifically including flood lighting of designated employee parking areas), striping, traffic control and removal of rubbish and debris. In the event the **TENANT** desires the use of more than eighty-four (84) reserved parking spaces, then the **TENANT's** employees or agents may park in other than designated employee parking areas within the Project provided said other parking areas have not previously been assigned by the **LANDLORD** for other tenants, but subject to the further right of the **LANDLORD** from time to time to so assign those parking areas not contained within the eighty-four (84) spaces identified for the use by the **TENANT** hereunder, for the use of other tenants.

11. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.**

All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their respective officers,

agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

12. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises or cut off or restrict access from the elevators or the restrooms to the Option Space without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or structural), the consent of the landlord shall be required, said consent not to be unreasonably withheld.

13. **USE OF LEASED PREMISES.** **TENANT** shall have the exclusive use of the Leased Premises for the engineering department of the County or such other County offices as it may desire to make use thereof in connection with or incidental to its purposes during the term of this Lease, provided, however, the **LANDLORD** and any party leasing all or any portion of the Option Space shall have access to the elevators and restrooms as set forth in paragraph 4(e) above. **TENANT** covenants that it will not use or permit the Leased Premises to be used for any purpose

prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises.

14. **QUIET POSSESSION.** The **LANDLORD** shall warrant and defend the **TENANT** in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

15. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The **TENANT** shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the **LANDLORD**.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

16. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense

in, on or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

17. **TAXES.** The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

18. **FIRE CLAUSE.** **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days

after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

19. **LIABILITY INSURANCE**. The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys, and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

20. **HOLD HARMLESS**. Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

21. **CANCELLATION AND TERMINATION**.

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all

the rights of the **TENANT** hereunder shall terminate, or
(ii) bring an action to recover the amounts due, all of
which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the
LANDLORD shall not exercise any rights or remedies
hereunder without first giving to the **TENANT** written
notice of such default, and the **TENANT** shall then have
a period of thirty (30) days within which to cure said
default.

22. **SURRENDER OF POSSESSION.** The **TENANT** agrees to
deliver up and surrender to the **LANDLORD** possession of the Leased
Premises at the expiration or termination of this Lease, in as
good condition as when the **TENANT** takes possession except for
ordinary wear and tear, alterations permitted under this Lease,
or loss by fire or other casualty, act of God, insurrection,
nuclear weapon, bomb, riot, invasion or commotion, military or
usurped power.

23. **WAIVER.** No waiver of any breach of any one or
more of the conditions or covenants of this Lease by the **LANDLORD**
or by the **TENANT** shall be deemed to imply or constitute a waiver
of any succeeding or other breach hereunder.

24. **AMENDMENT OR MODIFICATION.** Both parties hereto
acknowledge and agree that they have not relied upon any
statements, representations, agreements or warranties, except
such as are expressed herein, and that no amendment or
modification of this Lease shall be valid or binding unless

expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

25. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

26. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
Reflections at Hidden Lake, Inc.
17th Floor, Firststate Building
255 South Orange Avenue
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Support Services Division
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

27. **MISCELLANEOUS.**

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

(f) This Lease shall be construed in accordance with and governed by the laws of the State of Florida.

(g) The **TENANT** shall comply with rules and regulations as set forth in Exhibit "D", together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

28. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

29. **HAZARDOUS WASTE.** **TENANT** agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited

to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "Hazardous Waste Law") and with all similar applicable laws and regulations and shall notify **LANDLORD** promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Leased Premises or the Building, and shall promptly forward to **LANDLORD** copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. **TENANT** shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building. In regard to any Hazardous

Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

30. **RADON DISCLOSURE**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

31. **ENTIRE AGREEMENT**. This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter

into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

32. **COMPLIANCE WITH LAWS.** The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

33. **INSPECTION.** The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

34. **MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS.** The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT**

agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

35. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

(a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance

In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease.

This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

36. **SIGNS.** The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any

that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Tower Building, or on any exterior windows in said Tower Building, or elsewhere within the Leased Premises so as to be visible from the exterior of the Tower Building, without the express prior written consent of the LANDLORD, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Tower Building. The TENANT may erect a sign in accordance with Exhibit "C" attached hereto.

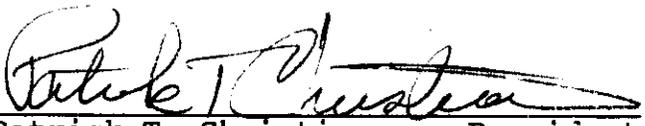
37. EMINENT DOMAIN. If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the TENANT's use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the LANDLORD shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and TENANT shall have no claim against the LANDLORD for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the LANDLORD's option, the rent thereafter to be paid shall be equitably reduced.

39. ARBITRATION. In the event any dispute may arise between the parties regarding the provisions of this Lease, the

parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.

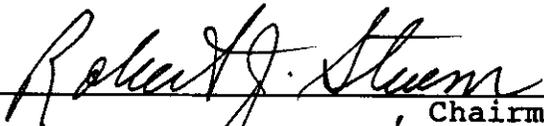
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

REFLECTIONS AT HIDDEN LAKE, INC.

By: 
Patrick T. Christiansen, President

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

 By: , Chairman
Clerk to the Board of
County Commissioners
of Seminole County,
Florida Date: 1-14-93

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 January 12, 1993 regular
meeting. 94


County Attorney

SKETCH OF FIRST FLOOR SPACE

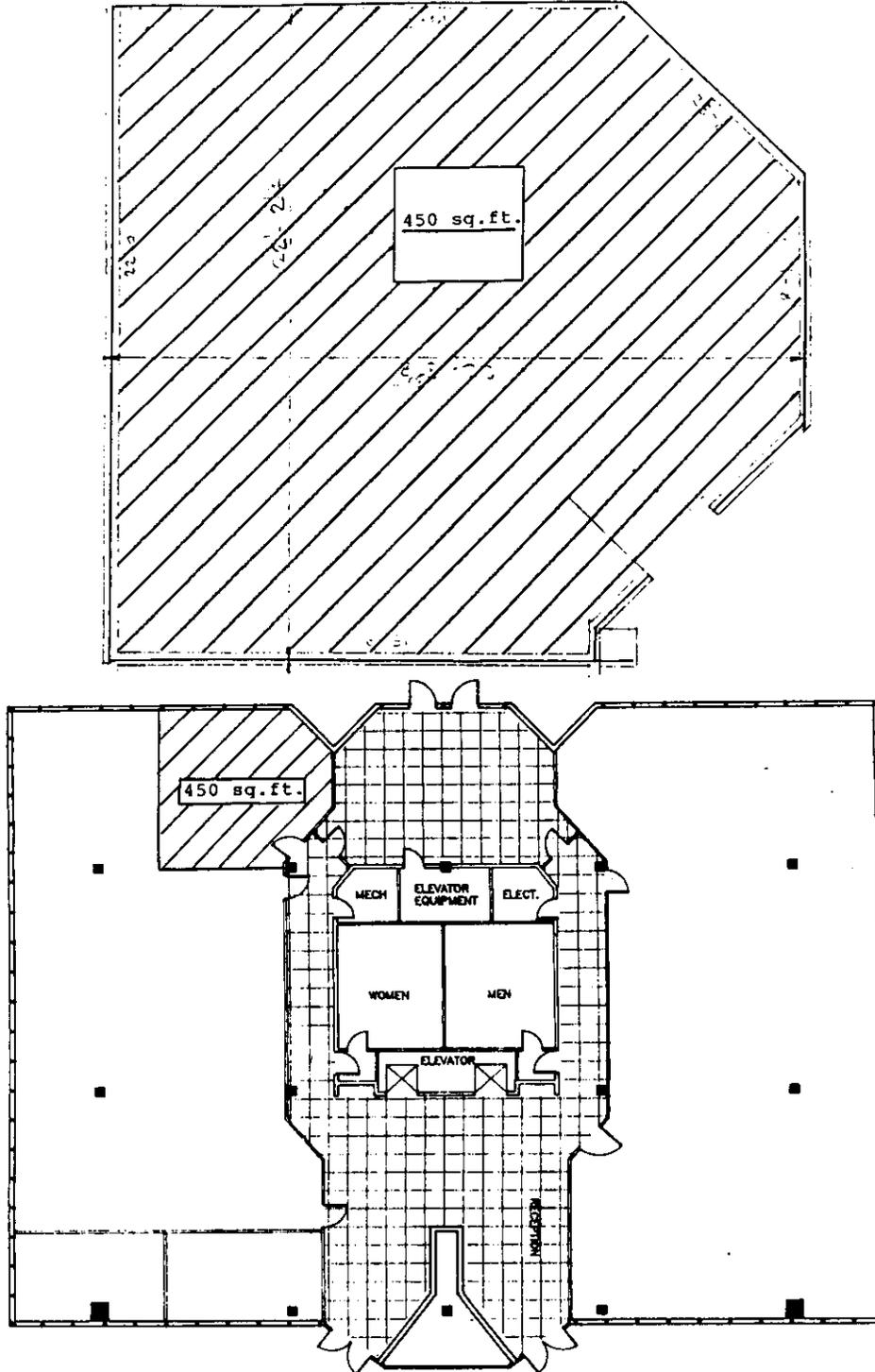


Exhibit "A"

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.

2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.

3. All signs shall be uniform and shall be approved by the **LANDLORD**.

4. The cost of such signage shall be paid for by the **TENANT**.

5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.

6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.

2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devises be placed or distributed in the Common Areas.

3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other tenant or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.

4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD**'s written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.

5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.

6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.

7. The interior of **TENANT**'s windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.

8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.

9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.

10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the tenant unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.

WP 11-21-95
QB
LA
KH
PTC-2
9-6-95

FIRST AMENDMENT TO LEASE AGREEMENT
(Reflections Tower Lease)

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "First Amendment") made and entered into this 24 day of Oct., 1995 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "Landlord")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "Tenant").

R E C I T A L S:

A. On or about January 14, 1993, the Landlord and the Tenant entered into a certain Lease (the "Initial Lease") dated January 14, 1993 pursuant to which the Tenant leased from the Landlord certain premises (the "Initial Leased Premises") generally described as:

(i) Approximately 450 square feet located on the first floor of the Tower Building, as outlined and set forth in Exhibit "A" attached to the Initial Lease; and

(ii) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as

outlined and set forth in Exhibit "B" attached to the Initial Lease.

B. The Tenant has had discussions with the Landlord for the Tenant to expand the premises leased by it under the Initial Lease to include the remaining space on the second floor of the Tower Building not currently leased and occupied by the Tenant (the "Additional Leased Premises"). The Additional Leased Premises constitutes an aggregate area of 5,446 square feet of net rentable space.

C. The Landlord and the Tenant wish to amend the Initial Lease for the purposes of adding to the Initial Lease the "Additional Leased Premises", reconfirming the resulting rent due under the Lease, and providing for certain other amendments to the Initial Lease.

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. DEFINITIONS. Unless expressly defined in this First Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. AMENDMENTS TO INITIAL LEASE. The Initial Lease is hereby amended as follows:

(a) Leased Premises. The Leased Premises are now reconfigured and expanded so that the Leased Premises under the Lease now mean and include both (i) the Initial Leased Premises as initially set forth and described in the Initial Lease, and (ii)

the Additional Leased Premises. The term "Leased Premises" will now mean and refer to all of said Premises and the resulting aggregate square footage of the Leased Premises shall now be 23,407.75 square feet of net rentable space.

(b) Term. The Term of the Lease shall be amended as follows:

(i) Paragraph 2(a) of the Initial Lease is amended so that the initial term of the Lease is now through September 30, 2000.

(ii) Paragraph 2(b) of the Initial Lease is amended so that after the expiration of the initial term referenced in clause (i) above, the Lease shall, subject to clauses (iii) and (iv) below, be automatically renewed for successive periods of one (1) year each.

(iii) Paragraph 2(c) of the Initial Lease is amended so that the right of the Tenant to terminate the Lease shall only apply for renewal terms after September 30, 2000.

(iv) Paragraph 2(d) of the Initial Lease is amended so that the Landlord's

right to terminate shall only apply for renewal terms after September 30, 2000.

(c) Rental. The rent for the Leased Premises shall be a sum of the following amounts (representing the rent for the Initial Leased Premises and the Additional Leased Premises):

(i) For the Initial Leased Premises, the rental will be as determined under paragraph 3 of the Initial Lease, without giving affect to this First Amendment; plus

(ii) For the Additional Leased Premises, the following:

A. Subject to subparagraph (e) below determining when rent for the Additional Leased Premises shall commence, for the lease term commencing with the payment of rental as determined under subparagraph (e) below through March, 1997, the Base Monthly Rent for the Additional Leased Premises is \$4,878.71;

B. For the Lease year commencing April 1, 1997,

the Base Monthly Rent for the Additional Leased Premises will be the sum of (i) \$4,878.71, plus (ii) an amount determined by multiplying the Base Monthly Rent of \$4,878.71 by a fraction, the numerator of which shall be the Index Figure for March, 1997, and the denominator of which shall be the Index Figure for the month when rental commences under subparagraph (e) above (the "Additional Leased Premises Commencement Date");

C. For the Lease year commencing April 1, 1998 and each April 1 thereafter during the term of the Lease, the Base Monthly Rent for the Additional Leased Premises will be the sum of (i) \$4,878.71, plus (ii) an amount determined by multiplying the Base Monthly Rent of \$4,878.71 by a fraction, the numerator of

which shall be the Index Figure for the month of March immediately proceeding said April 1 date (e.g. for rent to be determined for April 1, 1997, the numerator would be the Index Figure then for March, 1997), and the denominator of which shall be the Index Figure for the Additional Leased Premises Commencement Date.

Provided, however, that any increase in monthly rent as determined under paragraphs (b) or (c) above shall not exceed the cumulative amount of five percent (5%) per annum. The sum of the foregoing amounts under clauses (i) and (ii) shall constitute the rental due under the Lease for the total Leased Premises.

(d) Option Space. Paragraph 4 of the Initial Lease is hereby deleted.

(e) Commencement of Rental. The rental for the Additional Leased Premises shall not commence until the Landlord has undertaken and completed the Improvements described in subparagraph (f) below.

(f) Improvements to Additional Leased Premises. In regard to the Additional Leased Premises, the Landlord will undertake certain improvements (the "Improvements") to the Additional Leased Premises as follows:

(i) The Improvements shall consist generally of the construction of various improvements to the Additional Leased Premises, in the configuration set forth and described in Exhibit "A" attached to this First Amendment.

(ii) The Landlord shall pay for the cost of the Improvements (except for telephone and computer lines and cable which are to be done by the Tenant at the Tenant's sole expense).

(iii) The Improvements shall be constructed by the Landlord as soon as possible and, in any event, shall be constructed by no later than ninety (90) days after this First Amendment has been executed by both the Landlord and the Tenant. At such time as the Improvements have been substantially completed and a certificate of occupancy issued for same, possession of the Additional Leased

Premises shall be delivered to the Tenant and rent for the Additional Leased Premises shall commence.

(iv) Upon occupancy by the Tenant, the Tenant may furnish to the Landlord a "punchlist" setting forth items which need to be corrected, and the Landlord shall undertake the correction of said items provided, however, the existence and correction of said "punchlist" items shall not delay or excuse the obligation of the Tenant to pay rent for the Additional Leased Premises hereunder.

3. RATIFICATION OF LEASE. Except as modified pursuant to the terms of this First Amendment, the Landlord and the Tenant do hereby confirm and ratify the Lease and further state as follows:

(a) That the Landlord is not in default under the Lease and, as of the date hereof, has fulfilled all its duties and obligations under the Lease.

(b) That the Tenant has paid rent under the Lease through August 1995 on the Initial Leased Premises, and the Landlord is not aware of any defaults by Tenant under the Lease.

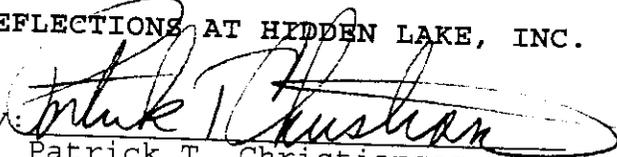
The term "Lease" from and after the date of this First Amendment shall refer to the Initial Lease as initially drafted as modified

by this First Amendment, and the term "Leased Premises" from and after the date of this First Amendment shall mean the Initial Leased Premises as described in the Initial Lease plus the Additional Leased Premises.

4. COMPLETE AGREEMENT. This First Amendment sets forth the complete agreement of the parties with respect to the Lease amendment as set forth herein and incorporates all prior discussions, representations, etc.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

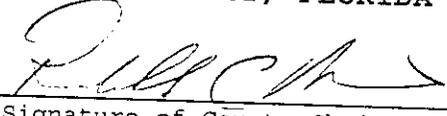
REFLECTIONS AT HEDDEN LAKE, INC.

By: 
Patrick T. Christiansen,
President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


Clerk of the Board of County
Commissioners of Seminole
County, Florida

By: 
(Signature of County Chairman)
RANDALL C. MORRIS
11-17-95
(Print Name of County Chairman)

Date: 11-20-95

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 Oct. 24, 1995 regular
meeting.


(Signature of County Attorney)

LYNN VOUIS
(Print Name of County Attorney)

PTC: REFLECTS SEMINOLE: 1ST-AMEND-LEASE.

"Additional Leased Premises"

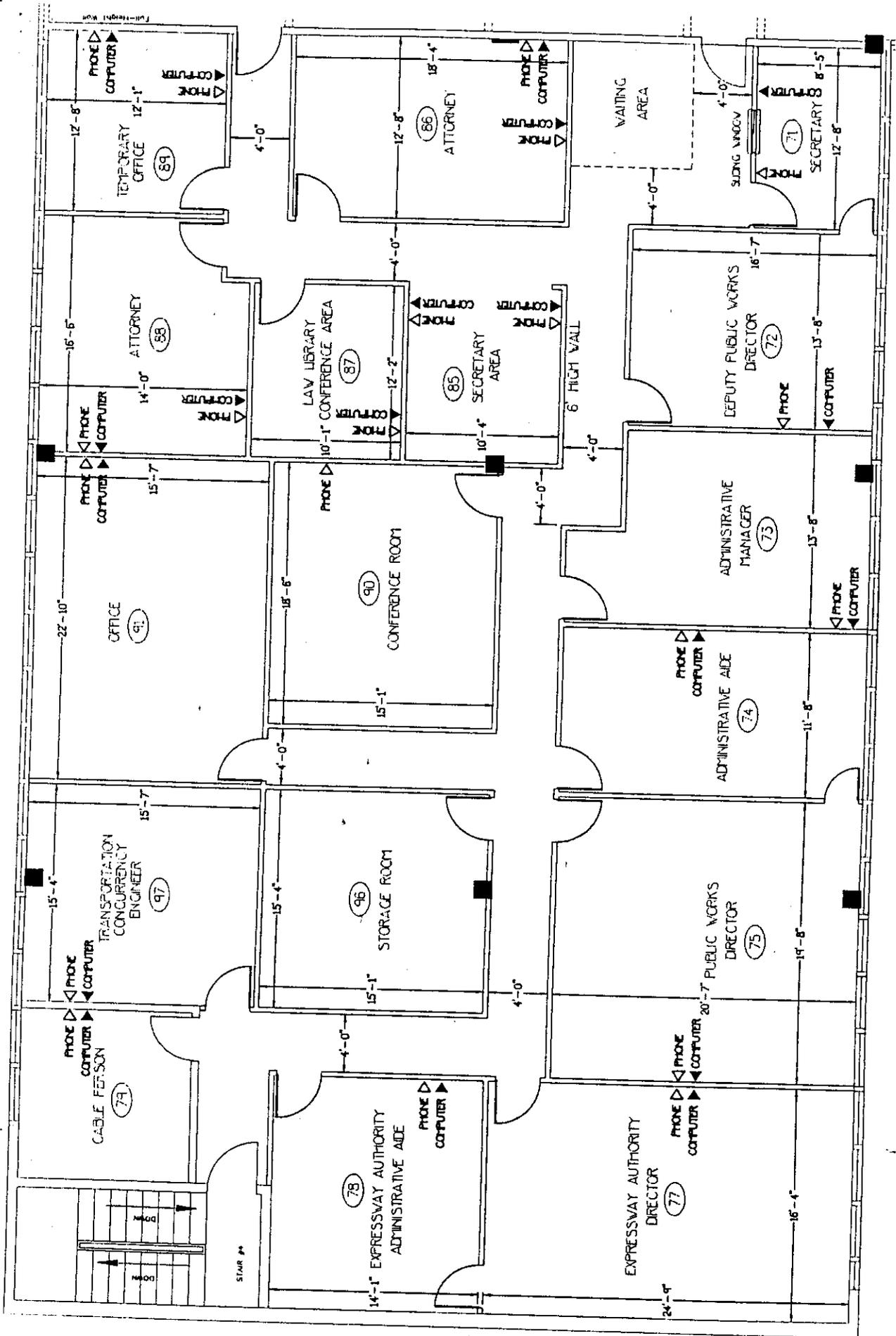


EXHIBIT A

EXECUTION
COPY

SECOND AMENDMENT TO LEASE AGREEMENT

(Reflections Tower and Front Space Lease)

THIS SECOND AMENDMENT TO LEASE AGREEMENT (the "Second Amendment") made and entered into this 10 day of February, 1998 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "Landlord")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "Tenant").

R E C I T A L S:

A. On or about January 14, 1993, the Landlord and the Tenant entered into a certain Lease (the "Initial Lease") dated January 14, 1993 pursuant to which the Tenant leased from the Landlord certain premises (the "Initial Leased Premises") generally described as:

- (i) Approximately 450 square feet located on the Second floor of the Tower Building, as outlined and

set forth in Exhibit "A" attached to the Initial Lease; and

(ii) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as outlined and set forth in Exhibit "B" attached to the Initial Lease.

B. On or about October 24, 1995, the Landlord and the Tenant entered into a certain First Amendment To Lease Agreement (the "First Amendment") dated October 24, 1995 pursuant to which the Tenant leased from the Landlord the remaining space on the second floor of the Tower Building not then leased and occupied by the Tenant pursuant to the Initial Lease (the "Second Floor Additional Leased Premises"). The Second Floor Additional Leased Premises constituted an aggregate area of 5,446 square feet of net rentable space. The term "Initial Lease" hereafter includes the First Amendment.

C. The Tenant has had discussions with the Landlord for the Tenant to further expand the premises leased by it under the Initial Lease to include the following additional space in the overall Reflections Building and consisting of two separate areas (collectively, the "Additional Leased Premises"):

(i) Certain space on the first floor of the Tower Building (the "First Floor Additional Lease")

Premises"). The First Floor Additional Lease Premises constitutes an aggregate area of 2,651 square feet of net rentable space as outlined and set forth in Exhibit "A" attached hereto; and

(ii) Certain space not in the Tower Building but near the front of the overall Reflections Building (the "Front Space Additional Leased Premises"). The Front Space Additional Leased Premises constitutes an aggregate area of 11,582 square feet of net rentable space as outlined and set forth in Exhibit "B" attached hereto.

As set forth above, the term "Additional Leased Premises" means both the First Floor Additional Leased Premises and the Front Space Additional Leased Premises.

D. The Landlord and the Tenant wish to amend the Initial Lease for the purposes of adding to the Initial Lease both the First Floor Additional Lease Premises and the Front Space Additional Leased Premises, reconfirming the resulting rent

due under the Lease, and providing for certain other amendments to the Initial Lease.

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. DEFINITIONS. Unless expressly defined in this Second Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. AMENDMENTS TO INITIAL LEASE. The Initial Lease is hereby amended as follows:

(a) Leased Premises. The Leased Premises are now reconfigured and expanded so that the Leased Premises under the Lease now mean and include all of (i) the Initial Leased Premises, (ii) the Second Floor Additional Leased Premises, (iii) the First Floor Additional Lease Premises, and (iv) the Front Space Additional Leased Premises. The term "Leased Premises" will now mean and refer to all of said Premises and the resulting aggregate square footage of the Leased Premises shall now be 37,640.75 square feet of net rentable space.

(b) Term. The term of the Lease shall be amended as follows:

(i) Paragraph 2(a) of the Initial Lease is amended so that the initial term of the Lease is now through a date (the "Initial Expiration Date") which is five (5) years from the date when ~~the date when~~ the Tenant begins the payment of rent on the Front Space Additional Leased Premises as set forth in subparagraph (d)(ii) below but in no event later than March 1, 2004.

(ii) Paragraph 2(c) of the Initial Lease is amended so that the right of the Tenant to terminate the Lease shall only apply for renewal terms after the Initial Expiration Date.

(iii) Paragraph 2(d) of the Initial Lease is amended so that the right of the Landlord to terminate the Lease shall only apply for renewal terms after the Initial Expiration Date.

(c) Rental. The rent for the Leased Premises shall be a sum of the following amounts

Sept 4, 1998

Termination

(representing the total rent for the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Lease Premises, and the Front Space Additional Leased Premises):

(i) For the Initial Leased *Engineering* Premises, the rental will be as determined under paragraph 3 of the Initial Lease,* without giving effect to either the First Amendment or this Second Amendment; plus

(ii) For the Second Floor *Engineering* Additional Leased Premises, the rental will be as determined under paragraph 2(c)(ii) of the First Amendment, without giving effect to this Second Amendment; plus

(iii) For the First Floor *Co Attorney* Additional Lease Premises, the Base Monthly Rent shall be as follows:

A. The Base Monthly Rent for the First Floor Additional Leased Premises through March, 1998 is \$2,458.80;

B. For the Lease year commencing April 1, 1998 and each April 1 thereafter during the term of the Lease, the Base Monthly Rent for the First Floor Additional Leased Premises will be equal to an amount determined by multiplying the Base Monthly Rent of \$2,458.80 by a fraction, the numerator of which shall be the Index Figure for the month of March immediately proceeding said April 1 date (e.g. for rent to be determined for the Lease Year commencing April 1, 1998, the numerator would be the Index Figure then for March, 1998), and the denominator of which shall be the Index Figure for March 1, 1997;

provided, however, that any increase in monthly rent as determined under paragraph (B) above shall not exceed the cumulative amount of five percent (5%) per annum.

(iv) For the First Floor *Encl. 506.*
Additional Lease Premises, the Base Monthly Rent shall be as follows:

A. The Base Monthly Rent for the Front Space Additional Leased Premises through March, 1999 is \$12,788.46;

B. For the Lease year commencing April 1, 1999 and each April 1 thereafter during the term of the Lease, the Base Monthly Rent for the Front Space Additional Leased Premises will be equal to an amount determined by multiplying the Base Monthly Rent of \$12,788.46 by a fraction,

the numerator of which shall be the Index Figure for the month of March immediately proceeding said April 1 date (e.g. for rent to be determined for the Lease Year commencing April 1, 1999, the numerator would be the Index Figure then for March, 1999), and the denominator of which shall be the Index Figure for March 1, 1998;

provided, however, that any increase in monthly rent as determined under paragraph (B) above shall not exceed the cumulative amount of five percent (5%) per annum.

The sum of the foregoing amounts under clauses (i), (ii), (iii) and (iv) shall constitute the total rental due under the Lease for the Leased Premises.

(d) Commencement of Rental. The rental for the Additional Leased Premises shall commence as follows:

(i) The rental for the First Floor Additional Leased Premises shall commence on the date when the Landlord has completed the Tenant improvements to the First Floor Additional Lease Premises as set forth in subparagraph (e)(i) below.

(ii) The rental for the Front Space Additional Leased Premises shall commence when the Landlord has completed the Tenant improvements to the Front Space Additional Lease Premises as set forth in subparagraph (e)(ii) below.

(e) Improvements to Additional Leased Premises. In regard to the Additional Leased Premises, the Landlord will at its expense make the following improvements:

(i) To the First Floor Additional Leased Premises, the improvements as set forth in Exhibit "A" attached hereto.

(ii) To the Front Space Additional Leased Premises, such

improvements as are reasonably desired
by the Tenant.

The Tenant will at its cost prepare and deliver to the Landlord finished plans for permitting purposes for all the improvements on a timely basis, and will also cooperate with the Landlord on a timely basis so as to not delay the Landlord in its construction of said improvements. The Tenant will at its own expense install communication and other cable lines and the Landlord will only be obligated to make improvements consisting of walls, offices, etc.

(f) Delivery Of Possession. Possession of the Additional Lease Premises shall be as follows:

(i) The First Floor Additional Leased Premises shall be delivered to the Tenant upon the execution of this Second Amendment.

(ii) The Front Space Additional Leased Premises shall be delivered to the Tenant at such time as the existing tenant in that space vacates such Premises, but in no event later than seven (7) months after the Tenant

has executed this Second Amendment and delivered a fully executed copy to the Landlord.

(iii) RATIFICATION OF LEASE.

Except as modified pursuant to the terms of this Second Amendment, the Landlord and the Tenant do hereby confirm and ratify the Lease and further state as follows:

(g) That the Landlord is not in default under the Lease and, as of the date hereof, the Landlord has fulfilled all its duties and obligations under the Lease.

(h) That the Tenant has paid rent under the Lease through December, 1997 on the Initial Leased Premises and the Second Floor Additional Leased Premises, and the Landlord is not aware of any defaults by Tenant under the Lease.

The term "Lease" from and after the date of this Second Amendment shall refer to the Initial Lease as initially drafted as modified by this Second Amendment, and the term "Leased Premises" from and after the date of this Second Amendment shall mean the Initial Leased Premises as described in the Initial Lease plus the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises and the Front Space Additional Leased Premises.

4. COMPLETE AGREEMENT. This Second Amendment sets forth the complete agreement of the parties with respect to the Initial Lease amendment as set forth herein and incorporates all prior discussions, representations, etc.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date set forth above.

REFLECTIONS AT HIDDEN LAKE, INC.

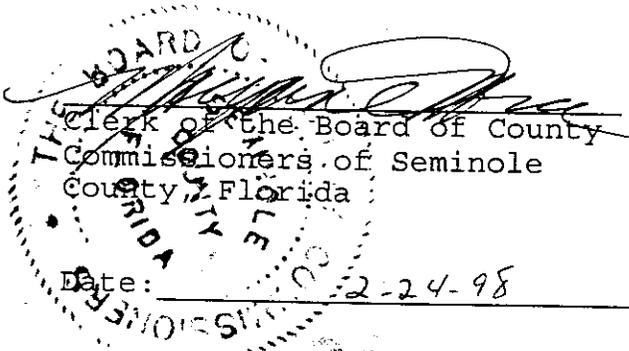
By: *Patrick T. Christiansen*
Patrick T. Christiansen,
President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: *Randall C. Morris*
(Signature of County Chairman)

Randall C. MORRIS
(Print Name of County Chairman)



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

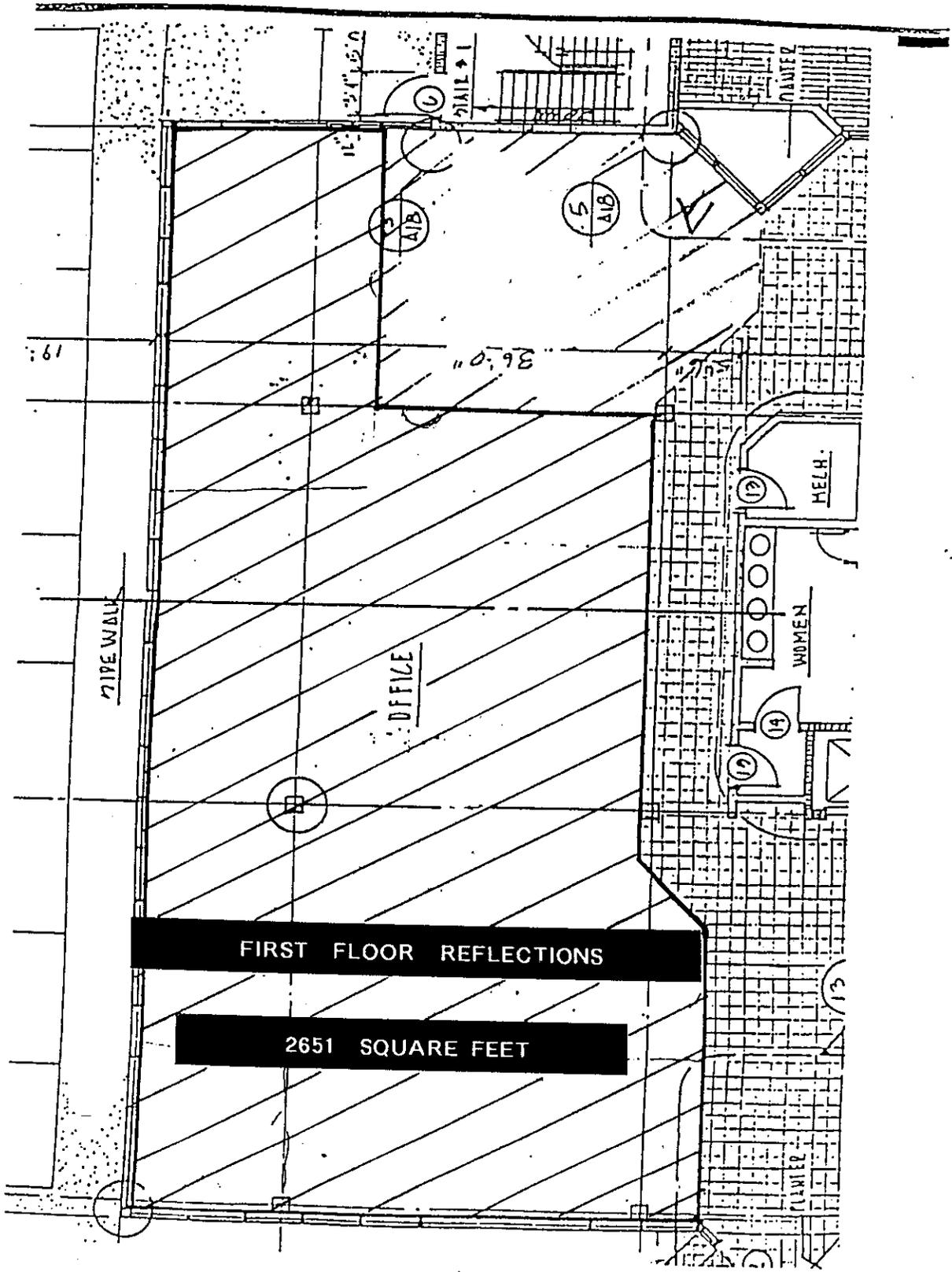
Ann E. Colby
(Signature of County Attorney)

Ann E. Colby
(Print Name of County Attorney)

As authorized for execution by the Board of County Commissioners at their Feb. 10, 1998 regular meeting.

EXHIBIT "A"

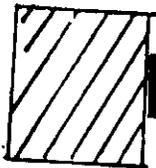
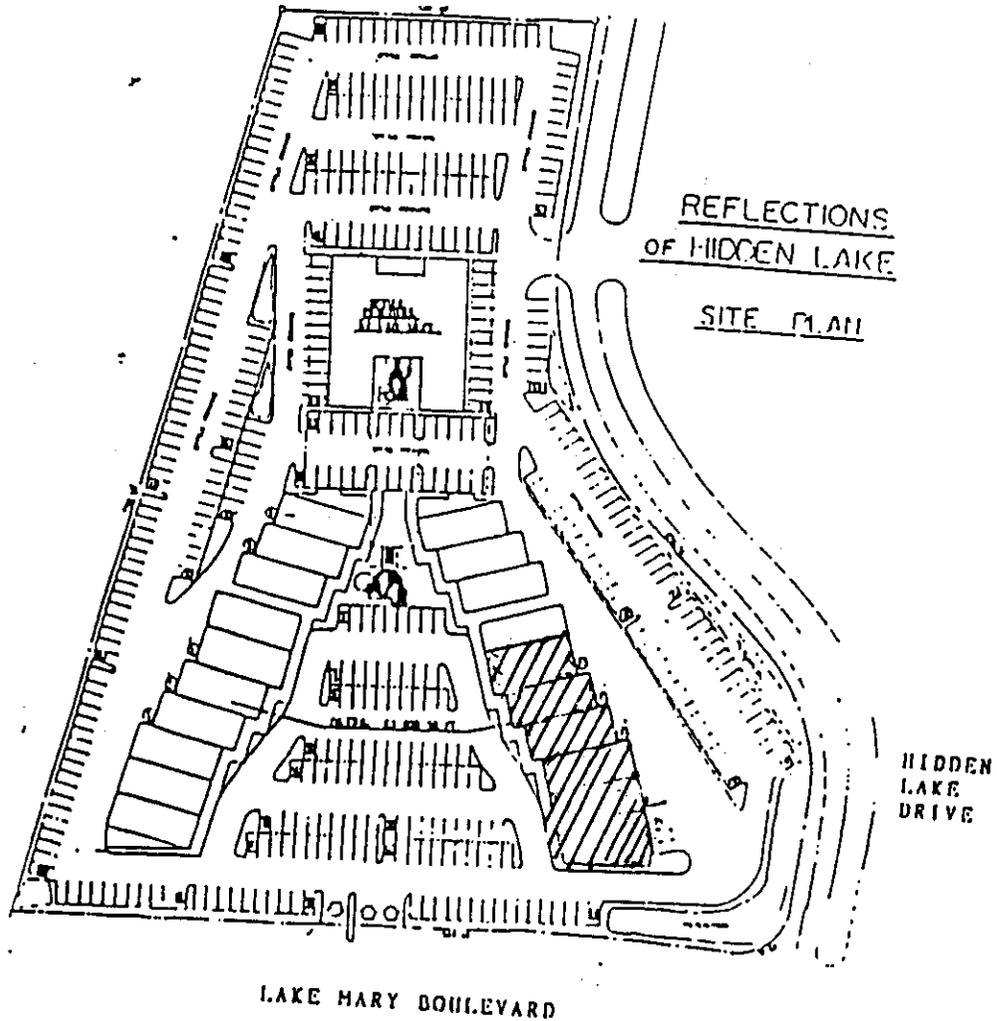
SITE PLAN DESIGNATING LOCATION OF PREMISES



BK 238 PG 0325

EXHIBIT "B"

SITE PLAN DESIGNATING LOCATION OF PREMISES



11,582 SQUARE FEET

EXECUTION
COPY

THIRD AMENDMENT TO LEASE AGREEMENT
REFLECTIONS TOWER AND FRONT SPACE LEASE

FILE COPY

THIS THIRD AMENDMENT is made and entered into this 1st day of May, 2001 and is to that certain Lease Agreement made and entered into on January 14, 1993, as amended on October 24, 1995 and on February 10, 1998, between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is C/O Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 South Orange Avenue, P.O. Box 231, Orlando, Florida 32802-0231, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the LANDLORD and COUNTY entered into the above referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995 and on February 10, 1998; and

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

WHEREAS, Section 24 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

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

(1) The term of the Lease Agreement is hereby extended for the entire Leased Premises until April 30, 2006. Thereafter, at the option of the COUNTY, the Lease Agreement may be extended for three (3) additional terms of two (2) years each by giving written notice of said election at least one (1) year prior to the scheduled expiration date. If the COUNTY should elect not to extend under the foregoing sentence, the COUNTY, by notifying the LANDLORD in writing at least one (1) year prior to the scheduled expiration date, will have the option to extend the scheduled expiration date for up to an additional twelve (12) months by so specifying in said notice the number of months that the COUNTY desires to extend the scheduled expiration date. In such event, the expiration date will be so extended and the Lease will expire on that date with no further right of the COUNTY to extend beyond that date. Any rights that either party may have to terminate the Lease under the prior lease documents are terminated and no longer apply.

(2) The rent for the entire Leased Premises, encompassing the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises and the Front Space Additional Leased Premises, shall be as follows:

(a) May 1, 2001 through April 30, 2002, base rent is TWELVE AND 38/100 DOLLARS (\$12.38) per square foot, which equals THIRTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-NINE AND 33/100 DOLLARS (\$38,829.33) per month.

(b) May 1, 2002 through April 30, 2003, base rent is TWELVE AND 78/100 DOLLARS (\$12.78) per square foot, which equals FORTY THOUSAND EIGHTY-FOUR AND 02/100 DOLLARS (\$40,084.02) per month.

(c) May 1, 2003 through April 30, 2004, base rent is THIRTEEN AND 18/100 DOLLARS (\$13.18) per square foot, which equals FORTY-ONE THOUSAND THREE HUNDRED THIRTY-EIGHT AND 72/100 DOLLARS (\$41,338.72) per month.

(d) May 1, 2004 through April 30, 2005 base rent is THIRTEEN AND 58/100 DOLLARS (\$13.58) per square foot, which equals FORTY-TWO THOUSAND FIVE HUNDRED NINETY-THREE AND 41/100 DOLLARS (\$42,593.41) per month.

(e) May 1, 2005 through April 30, 2006 base rent is THIRTEEN AND 98/100 DOLLARS (\$13.98) per square foot, which equals FORTY-THREE THOUSAND EIGHT HUNDRED FORTY-EIGHT AND 10/100 DOLLARS (\$43,848.10) per month.

(3) In the event the parties choose to exercise any or all of the renewal options for this Lease Agreement, the rent paid during the renewal terms shall be as follows:

(a) May 1, 2006 through April 30, 2007 base rent is FOURTEEN AND 38/100 DOLLARS (\$14.38) per square foot, which equals FORTY-FIVE THOUSAND ONE HUNDRED TWO AND 79/100 DOLLARS (\$45,102.79) per month.

(b) May 1, 2007 through April 30, 2008 base rent is FOURTEEN AND 78/100 DOLLARS (\$14.78) per square foot, which equals FORTY-SIX THOUSAND THREE HUNDRED FIFTY-SEVEN AND 48/100 DOLLARS (\$46,357.48) per month.

(c) May 1, 2008 through April 30, 2009 base rent is FIFTEEN AND 18/100 DOLLARS (\$15.18) per square foot, which is FORTY-SEVEN THOUSAND SIX HUNDRED TWELVE AND 17/100 DOLLARS (\$47,612.17)

(d) May 1, 2009 through April 30, 2010 base rent is FIFTEEN 58/100 DOLLARS (\$15.58) per square foot which equals FORTY-EIGHT THOUSAND EIGHT HUNDRED SIXTY-SIX AND 87/100 DOLLARS (\$48,866.87) per month.

(e) May 1, 2010 through April 30, 2011 base rent is FIFTEEN AND 98/100 DOLLARS (\$15.98) per square foot, which equals FIFTY THOUSAND ONE HUNDRED TWENTY-ONE AND 56/100 DOLLARS (\$50,121.56) per month.

(f) May 1, 2011 through April 30, 2012 base rent is SIXTEEN AND 38/100 DOLLARS (\$16.38) per square foot, which equals FIFTY-ONE THOUSAND THREE HUNDRED SEVENTY-SIX AND 25/100 DOLLARS (\$51,376.25) per month.

(4) The LANDLORD agrees upon execution of this Amendment to Lease Agreement to immediately commence and complete repainting and recarpeting of the Second Floor portions of the Leased Premises, said work to be at the LANDLORD's sole expense.

(5) The LANDLORD agrees to repaint and recarpet, at its sole expense, portions of the Leased Premises as follows:

(a) space assigned to the County Attorney (2,651 square feet) - commence work on June 1, 2003.

(b) space assigned to Environmental Services (11,582 square feet) - commence work on September 1, 2003.

(6) All notices requested for this Lease Agreement shall henceforth be sent to the following:

For the LANDLORD:

C/O Patrick T. Christiansen, Esquire
17th Floor, Citrus Center
255 South Orange Avenue
P.O. Box 231
Orlando, Florida 32802-0231

For the COUNTY

Support Services Manager
200 West County Home Road
Sanford, Florida 32773-6179

(7) Except as herein modified, all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect as originally set forth.

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

ATTEST:

REFLECTIONS AT HIDDEN LAKE, INC.



, Secretary

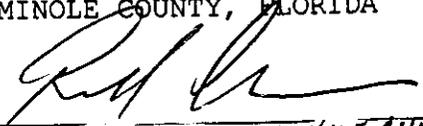
By: 

PATRICK T. CHRISTIANSEN
President

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA


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

By: 
RANDALL C. MORRIS, VICE CHAIRMAN.

Date: 5/01/01

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 April 24, 2001
regular meeting.


County Attorney

AC/lpk
11/16/00 1/16/01 2/2/01 4/10/01
3am-reflections

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Cheryl Cohen
DEPUTY CLERK

PTC-3
12-30-05

FOURTH AMENDMENT TO LEASE AGREEMENT

(Seminole County - Reflections Lease)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "**Fourth Amendment**") made and entered into this 1st day of December, 2005 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, CNL Tower II, Suite 1200, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "**Landlord**")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "**Tenant**").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into the above referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995, on February 10, and on May 1, 2001, for lease of Reflections Tower and Front Space; and

WHEREAS, by First Renewal To Lease Agreement, the Landlord and Tenant agreed to renew the Lease for the term of two (2) years from May 1, 2006 through April 30, 2008; and

WHEREAS, the parties desire to amend the Lease Agreement so as to add to the Leased Premises certain additional space (the "**Additional First Floor Additional Leased Premises**"), consisting of approximately 1,401 square feet; and

WHEREAS, Section 24 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. **DEFINITIONS.** Unless expressly defined in this Fourth Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. **AMENDMENTS TO INITIAL LEASE.** The Initial Lease is hereby amended as follows:

(a) **Expansion of Leased Premises.** Effective February 1, 2006, there is added to the Leased Premises, space on the first floor of the Reflections Building consisting of approximately 1,401 square feet, as set forth in **Exhibit "A"** attached hereto (the "**Additional First Floor Additional Leased Premises**"). With the Additional First Floor Additional Leased Premises, the Tenant will now occupy a total of 39,041.75 square feet in the Reflections Building.

(b) **Rental.** The rent for the entire Leased Premises, encompassing the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises, the Front Space Additional Leased Premises, and the Additional First Floor Additional Leased Premises, shall be as follows:

(i) February 1, 2006 through April 30, 2006 base rent is **THIRTEEN AND 98/100 DOLLARS** (\$13.98) per square foot, which equals \$45,480.14 per month.

(ii) May 1, 2006 through April 30, 2007 base rent is **FOURTEEN AND 38/100 DOLLARS** (\$14.38) per square foot, which equals \$46,781.53 per month.

(iii) May 1, 2007 through April 30, 2008 base rent is **FOURTEEN AND 78/100 DOLLARS** (\$14.78) per square foot, which equals \$48,082.92 per month.

(c) **Condition of Additional First Floor Additional Leased**

Premises. The Landlord agrees to undertake, at its sole expense, renovations of the Additional First Floor Additional Leased Premises as follows:

- (i) Repaint and re-carpet of the entire space.
- (ii) The replacement of damaged ceiling tiles.

The above described work will be completed on or before sixty (60) days from receipt of signed Lease Amendment.

The date of "February 1, 2006" set forth in subparagraphs (a) and (b) above is premised on the ability of the Landlord to complete the improvements set forth in subparagraph (c) above and to deliver the Additional First Floor Additional Leased Premises to the Tenant with said renovations completed. If the renovations are not completed by that date, then the date of "February 1, 2006" will be modified to mean the date when the Landlord had so undertook said renovations and delivered to the Tenant the Additional First Floor Additional Leased Premises.

3. **RATIFICATION OF LEASE.** Except as herein modified all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect as originally set forth herein.

4. **COMPLETE AGREEMENT.** This Fourth Amendment sets forth the complete agreement of the parties with respect to the amendments as set forth herein and incorporates all prior discussions, representations, etc.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the date set forth above.

Signed, sealed and delivered in the presence of:

LANDLORD:

REFLECTIONS AT HIDDEN LAKE, INC.

Kathryn M. Garrett
(Signature of Witness)

By: Patrick T. Christiansen
Patrick T. Christiansen, President

KATHRYN M. GARRETT
(Print Name of Witness)

Leslie Cogley
(Signature of Witness)

Leslie Cogley
(Print Name of Witness)

As to "Landlord"

TENANT:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

By: Carlton Seely

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

Date: February 1, 2006

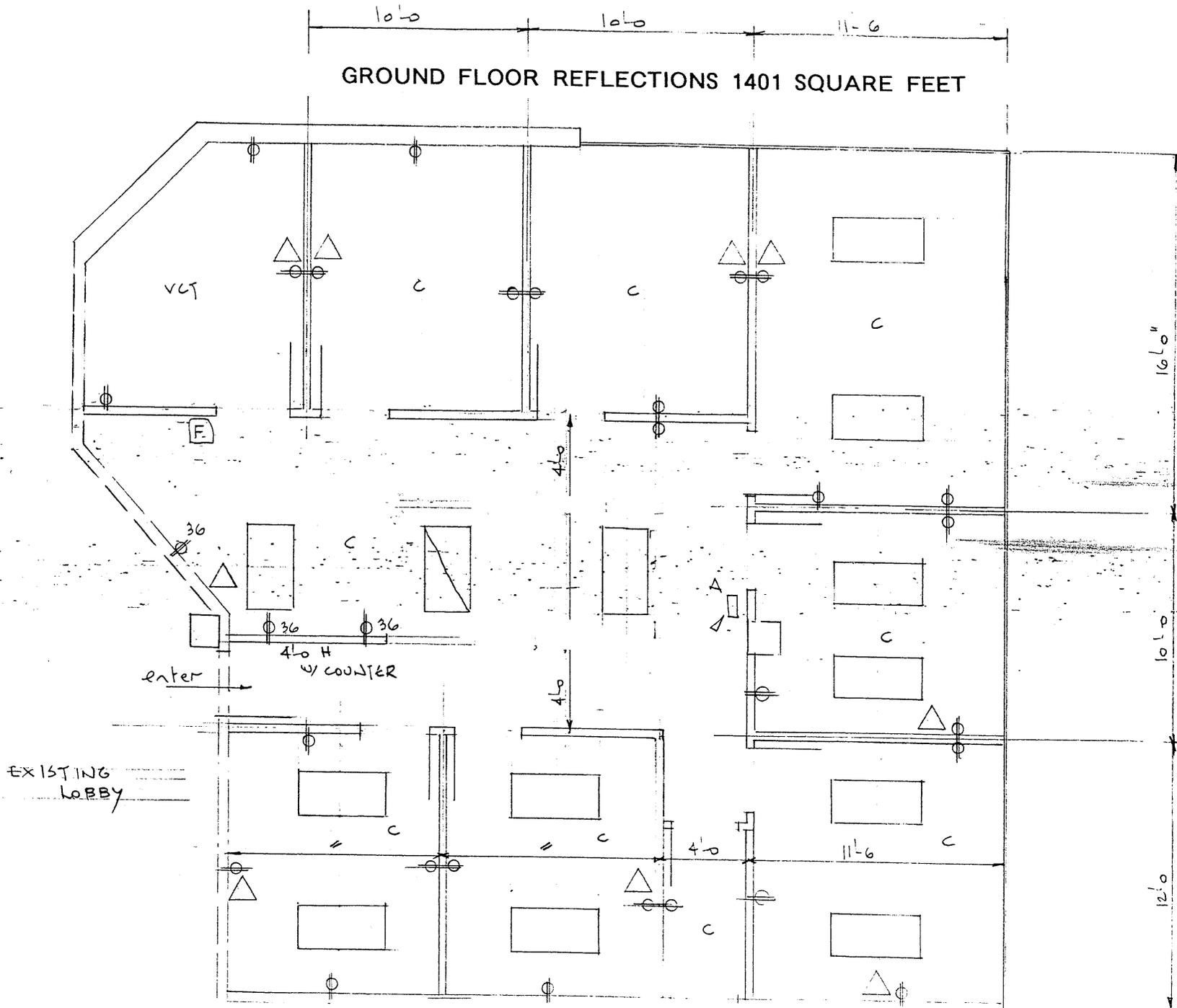
For the use and reliance of Seminole County only. Approved as to form and legal sufficiency

As authorized for execution by the Board of County Commissioners at their January 24, 2006 regular meeting.

[Signature]
County Attorney
As to "Tenant"

GROUND FLOOR REFLECTIONS 1401 SQUARE FEET

EXHIBIT "A"



EXECUTION COPY

FIRST RENEWAL TO LEASE AGREEMENT

THIS FIRST RENEWAL is made and entered into this 27 day of December, 2005 and is to that certain Agreement made and entered into on the 14th day of January, 1993, as amended on October 24, 1995, February 10, 1998, and on May 1, 2001, between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is c/o Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 S. Orange Avenue, P.O. Box 231, Orlando, Florida 32802-0231, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the LANDLORD and COUNTY entered into the above-referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995, February 10, 1998, and on May 1, 2001, for lease of Reflections Tower and Front Space; and

WHEREAS, the parties desire to renew the Lease Agreement so as to enable both parties to continue to enjoy the mutual benefits it provides,

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

1. **RENEWAL.** The Lease Agreement is hereby renewed for the term of two (2) years from May 1, 2006 through April 30, 2008, unless terminated sooner as provided for therein.

2. Except as herein modified, all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect for

the term of this Renewal, as originally set forth in said Lease Agreement.

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

ATTEST:



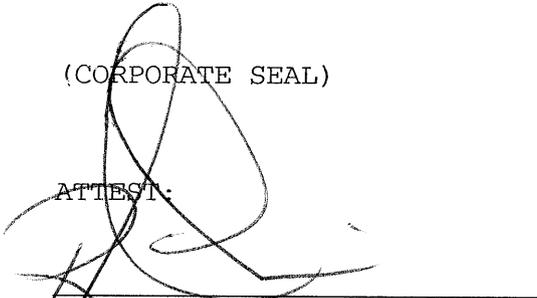
REFLECTIONS AT HIDDEN LAKE, INC.

By: 
PATRICK T. CHRISTIANSEN
President

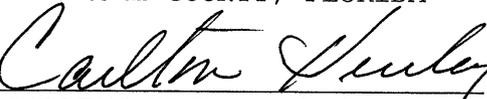
(CORPORATE SEAL)

Date: October 4, 2005

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
CARLTON HENLEY, Chairman

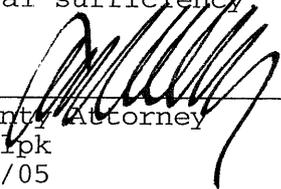
MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

Date: 12-27-05

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their Dec. 20, 2005
regular meeting.

Approved as to form and
legal sufficiency



County Attorney
AC/lpk
9/9/05
1 renew reflections lease

**SECOND RENEWAL AND FIFTH AMENDMENT TO LEASE AGREEMENT
REFLECTIONS TOWER AND FRONT SPACE LEASE**

THIS SECOND RENEWAL AND FIFTH AMENDMENT is made and entered into this _____ day of _____, 20__ and is to that certain Agreement made and entered into on the January 14, 1993, as amended October 24, 1995, February 10, 1998, May 1, 2001, and February 1, 2006, between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is c/o Patrick T. Christiansen, Esquire, 17th Floor, Citrus Center, 255 S. Orange Avenue, P.O. Box 231, Orlando, Florida 32802-0231, hereinafter referred to as "LANDLORD," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, LANDLORD and COUNTY entered into the above-referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995, February 10, 1998, May 1, 2001, and February 1, 2006, for lease of Reflections Tower and Front Space; and

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

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

1. The Lease Agreement is hereby renewed for the term of two (2) years from May 1, 2008 through April 30, 2010, unless terminated sooner as provided for therein.

2. The rent for the entire Leased Premises, encompassing the Initial Leased Premises, the Second Floor Additional Leased Premises,

the First Floor Additional Leased Premises, the Front Space Additional Leased Premises, and the Additional First Floor Additional Leased Premises, shall be as follows:

(a) May 1, 2008 through April 30, 2009 base rent is FIFTEEN AND 18/100 DOLLARS (\$15.18) per square foot or FORTY NINE THOUSAND THREE HUNDRED EIGHTY SEVEN AND 81/100 DOLLARS (\$49,387.81) per month.

(b) May 1, 2009 through April 30, 2010 base rent is FIFTEEN AND 58/100 DOLLARS (\$15.58) per square foot or FIFTY THOUSAND SIX HUNDRED EIGHTY NINE AND 21/100 DOLLARS (\$50,689.21) per month.

(c) Current floor space for the area covered in this Lease is THIRTY NINE THOUSAND FORTY ONE AND 75/100 DOLLARS (39,041.75) square feet.

3. LANDLORD hereby grants to COUNTY the first option to lease any and all additional office space that may become available in the Reflections complex.



4. Except as herein modified, all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect for the term of this Renewal, as originally set forth in said Lease Agreement.

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

ATTEST:

REFLECTIONS AT HIDDEN LAKE, INC.

By: _____
PATRICK T. CHRISTIANSEN
President

(CORPORATE SEAL)

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County 800 MHz Rebanding Interlocal Agreement with Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, Winter Springs and Sanford Airport Authority

DEPARTMENT: Business Innovation
Technology Services

DIVISION: Operations

AUTHORIZED BY: Robert Beach

CONTACT: Angela Mejias

EXT: 1042

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Seminole County 800 MHz Rebanding Interlocal agreement with the cities and Sanford Airport Authority.

County-wide

Robert Beach

BACKGROUND:

Project Overview: Seminole County owns, maintains and operates an intergovernmental 800 MHz Radio System as part of our emergency and general government communication services shared with the cities as well as Sanford Airport Authority and School Board. The County is the FCC license holder and the several cities as well as the Airport Authority and the School Board operate their 800 MHz radio systems as subscribers under the County's license. The intent of the FCC rebanding order is to resolve the interference issues with private sector licensees of that spectrum, chiefly cell phone providers such as Sprint Nextel that have been part of a continuing struggle to provide a reliable and interference free communications band for all Public Safety users.

Under the FCC's Order, all rebanding responsibilities at the local level fall upon the license holder, in this case, Seminole County. Public agency licensees are required to coordinate, implement and actually handle the returning or replacement of all infrastructure and communications devices for themselves as well as subscriber entities operating under that license. The attached, uniform interlocal agreements provide the basic framework for the County to perform those duties and for all of the subscriber agencies in the County to cooperate in the coordination and actual implementation of this complicated logistical undertaking. It is expected that the actual returning or replacement of equipment will commence in the Spring of 2008.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Seminole County 800 MHz Rebanding Interlocal agreements with the cities of Altamonte Springs, Casselberry, Lake Mary, Longwood, Oviedo, Sanford, Winter Springs and Sanford Airport Authority.

ATTACHMENTS:

1. Agreement

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

**AGREEMENT BETWEEN THE CITY OF WINTER SPRINGS, FLORIDA
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES
RELATING TO REBANDING OF THE 800 MHz PUBLIC SAFETY/EMERGENCY
RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this _____ day of _____, 2007, between the **CITY OF WINTER SPRINGS, FLORIDA**, a municipality incorporated under the laws of the State of Florida, whose mailing address is **1126 East State Road 434, Winter Springs, Florida 32708**, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is **Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771**, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency

and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. Term of Agreement. The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the

FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

Section 3. County Responsibilities.

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY'S license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY'S and COUNTY'S systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both CITY'S and COUNTY'S system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

Section 4. City Responsibilities.

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, and the FCC and/or its

Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

Section 5. Reconfiguration Workshop Locations.

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license sub-

scribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

Section 6. Compliance With Laws.

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

Section 7. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 8. Insurance. Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise

maintain a self insurance program.

Section 8. Notice to Parties.

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For CITY:

Captain James Wilkins
City of Winter Springs
300 N. Moss Road
Winter Springs, Florida 32708
Telephone Number: 407-327-7981

For COUNTY:

Telecommunications Manager
Seminole County Government
1101 East First Street
Sanford, FL 32771
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

Section 10. Equal Opportunity Employment. The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

Section 12. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 13. Alternative Dispute Resolution. Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

Section 14. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Section 15. Modifications, Amendments or Alterations. Except as expressly provided in Sections 5 and 9 of this Agreement, 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 16. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

Section 17. Binding Effect. Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

Section 18. Public Records. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

Section 19. Conflicts Of Interest. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

Section 20. AGENCY RELATIONSHIP. The parties recognize that the unique circumstances of the rebanding project, the CITY's status as a subscriber under COUNTY's FCC license and the Order itself compel the COUNTY to act in an agency capacity on behalf of CITY for purposes of implementing the rebanding program. Accordingly, such agency relationship is hereby agreed to by both parties for the limited purposes

envisioned by this Agreement. Such agency relationship shall not extend to any other matters beyond the 800 MHz rebanding.

Section 21. Severability. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

Section 23. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

Section 24. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

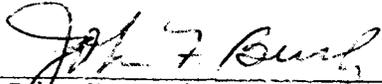
(SIGNATURES ON FOLLOWING PAGE)

ATTEST:



City Clerk

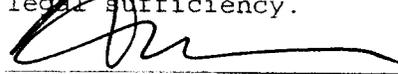
CITY OF WINTER SPRINGS, FLORIDA

By: 

John F. Bush, Mayor

Date: November 13, 2007

Approved as to form and
legal sufficiency.



City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____

BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

Exhibit "A" - Inventory of 800 MHz Equipment to be rebanded

Exhibit "B" - Service Locations

EXHIBIT "A"

**Inventory of CITY's 800 MHz equipment needing reconfiguration or
replacement**

(To be provided by COUNTY and CITY staff)

EXHIBIT "B"

SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS

CASSELBERRY

LAKE MARY

LONGWOOD

OVIEDO

SANDORD

WINTER SPRINGS

SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard

District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)

District 3 - Lake Mary and Lake Emma

District 4 - Oviedo Lockwood and SR/419

District 5 - 436 and Howell Branch

District 6 - Fern Park

District 7 - Hunt Club

Fire Stations - TBD*

* Other service locations for portables to be determined and negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd

419 Fire Training Center

**AGREEMENT BETWEEN THE CITY OF ALTAMONTE SPRINGS, FLORIDA
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES
RELATING TO REBANDING OF THE 800 MHz PUBLIC SAFETY/EMERGENCY
RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this _____ day of _____, 2007, between the **CITY OF ALTAMONTE SPRINGS, FLORIDA**, a municipality incorporated under the laws of the State of Florida, whose address is **225 Newburyport Avenue, Altamonte Springs, Florida 32701**, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is **Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771**, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. Term of Agreement. The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

Section 3. County Responsibilities.

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY's license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY's and COUNTY's systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both CITY's and COUNTY's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator.

The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

Section 4. City Responsibilities.

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement. CITY and COUNTY understand and agree that the device inventory set forth in Exhibit "A" shall set forth and reference CITY/COUNTY ownership (specifically, inventory with a BCC ID having an AS before the number is CITY-owned, and inventory with a BCC ID having only a number and no AS before the number is COUNTY-owned), and after rebanding is completed, ownership shall remain the same so that if the CITY owned the inventory item prior to rebanding,

it will own same after rebanding, and likewise for COUNTY.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, and the FCC and/or its Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore. Provided, however, any said contracts agreed to by and between COUNTY and other parties as set forth in this paragraph, which contracts require or set forth additional responsibilities and duties by CITY which additional responsibilities and duties are not set forth in this Agreement, or which contracts require any monetary expenditure by CITY must be approved by the Altamonte Springs City Commission prior to being binding on CITY. No such contracts between COUNTY or any other party as set forth in this paragraph shall provide for indemnification by CITY to any party or third-party beneficiary, and CITY in no event shall be responsible for any such indemnification.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

Section 5. Reconfiguration Workshop Locations.

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

Section 6. Compliance With Laws.

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

Section 7. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 8. Insurance. Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

Section 9. Notice to Parties.

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For CITY:

Phillip D. Penland, City Manager
City of Altamonte Springs
225 Newburyport Ave.
Altamonte Springs, Florida
Telephone Number:407-571-8031

For COUNTY:

Telecommunications Manager
Seminole County Government
1101 East First Street
Sanford, FL 32771
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

Section 10. Equal Opportunity Employment. The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

Section 12. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 13. Alternative Dispute Resolution. Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

Section 14. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Section 15. Modifications, Amendments or Alterations. Except as expressly provided in Sections 5 and 9 of this Agreement, 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 16. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

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ATTEST:

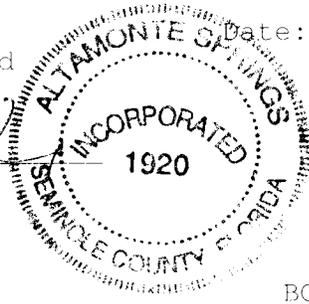
CITY OF ALTAMONTE SPRINGS, FLORIDA

Letsy Wainwright
City Clerk

By: *[Signature]*

Approved as to form and legal sufficiency.

[Signature]
City Attorney



Date: *9/24/07*

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____

BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

Exhibit "A"

Exhibit "B"

EXHIBIT "A"

Inventory of CITY's 800 MHz equipment needing reconfiguration or
replacement

(To be provided by COUNTY and CITY staff)

EXHIBIT "B"

Reconfiguration Work Sites

(To be developed by COUNTY and CITY staff)

INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1	Altamonte Springs Admin	Fire Inspectors	466AVG0126	AS16804	Portable	Re-Program	MTS2000	2
2	Altamonte Springs Admin	Fire Inspectors	466AWY2009	AS018570	Portable	Re-Program	MTS2000	3
3	Altamonte Springs Admin	Fire Inspectors	466AWY2010	AS018582	Portable	Re-Program	MTS2000	3
4	Altamonte Springs Admin	Fire Inspectors	466AWY2017	AS018575	Portable	Re-Program	MTS2000	3
5	Altamonte Springs Admin	Fire Inspectors	466AWY2019	AS18584	Portable	Re-Program	MTS2000	3
6	Altamonte Springs Admin	Fire Inspectors	466AWY2020	AS018576	Portable	Re-Program	MTS2000	3
7	Altamonte Springs Admin	Fire Inspectors	466AWY2027	AS018577	Portable	Re-Program	MTS2000	3
8	Altamonte Springs Admin	Fire Inspectors	466AWY2029	AS018578	Portable	Re-Program	MTS2000	3
9	Altamonte Springs Admin	Fire Inspectors	466AXW1377	AS018881	Portable	Re-Program	MTS2000	2
10	Altamonte Springs Admin	Fire Inspectors	466AXW1378	AS018882	Portable	Re-Program	MTS2000	2
11	Altamonte Springs Admin	Fire Inspectors	466AYQ1670	AS019051	Portable	Re-Program	MTS2000	2
12	Altamonte Springs Admin	Fire Inspectors	466AZJ3132	AS19335	Portable	Re-Program	MTS2000	2
13	Altamonte Springs Admin	Fire Inspectors	466AZJ3133	AS19336	Portable	Re-Program	MTS2000	2
14	Altamonte Springs Admin	Fire Inspectors	722AXJ1532	AS18459	Mobile	Re-Program	MCS2000	3
15	Altamonte Springs PD	ASPD	466AAC5146	AS019581	Portable	Re-Program	MTS2000	3
16	Altamonte Springs PD	ASPD	466AAC5147	AS019582	Portable	Re-Program	MTS2000	3
17	Altamonte Springs PD	ASPD	466AAC5148	AS019580	Portable	Re-Program	MTS2000	3
18	Altamonte Springs PD	ASPD	466ABC3757	AS019954	Portable	Re-Program	MTS2000	2
19	Altamonte Springs PD	ASPD	466ACE2682	AS020264	Portable	Re-Program	MTS2000	2
20	Altamonte Springs PD	ASPD	466ACE2683	AS020265	Portable	Re-Program	MTS2000	2
21	Altamonte Springs PD	ASPD	466ACE2684	AS020266	Portable	Re-Program	MTS2000	2
22	Altamonte Springs PD	ASPD	466AWL0075	21751	Portable	Re-Program	MTS2000	2
23	Altamonte Springs PD	ASPD	466AWL0076	21757	Portable	Re-Program	MTS2000	2
24	Altamonte Springs PD	ASPD	466AWL0077	21755	Portable	Re-Program	MTS2000	2
25	Altamonte Springs PD	ASPD	466AWL0078	21733	Portable	Re-Program	MTS2000	2
26	Altamonte Springs PD	ASPD	466AWL0079	21753	Portable	Re-Program	MTS2000	2
27	Altamonte Springs PD	ASPD	466AWL0080	21750	Portable	Re-Program	MTS2000	2
28	Altamonte Springs PD	ASPD	466AWL0081	21768	Portable	Re-Program	MTS2000	2
29	Altamonte Springs PD	ASPD	466AWL0082	21754	Portable	Re-Program	MTS2000	2
30	Altamonte Springs PD	ASPD	466AWL0083	21756	Portable	Re-Program	MTS2000	2
31	Altamonte Springs PD	ASPD	466AWL0084	21738	Portable	Re-Program	MTS2000	2
32	Altamonte Springs PD	ASPD	466AWL0085	21761	Portable	Re-Program	MTS2000	2
33	Altamonte Springs PD	ASPD	466AWL0086	21760	Portable	Re-Program	MTS2000	2
34	Altamonte Springs PD	ASPD	466AWL0086	21760	Portable	Re-Program	MTS2000	2

INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
35	Altamonte Springs PD	ASPD	466AWL0087	21743	Portable	Re-Program	MTS2000	2
36	Altamonte Springs PD	ASPD	466AWL0089	21767	Portable	Re-Program	MTS2000	2
37	Altamonte Springs PD	ASPD	466AWL0091	21730	Portable	Re-Program	MTS2000	2
38	Altamonte Springs PD	ASPD	466AWL0092	21744	Portable	Re-Program	MTS2000	2
39	Altamonte Springs PD	ASPD	466AWL0093	21741	Portable	Re-Program	MTS2000	2
40	Altamonte Springs PD	ASPD	466AWL0094	21729	Portable	Re-Program	MTS2000	2
41	Altamonte Springs PD	ASPD	466AWL0095	21758	Portable	Re-Program	MTS2000	2
42	Altamonte Springs PD	ASPD	466AWL0096	21737	Portable	Re-Program	MTS2000	2
43	Altamonte Springs PD	ASPD	466AWL0097	21748	Portable	Re-Program	MTS2000	2
44	Altamonte Springs PD	ASPD	466AWL0098	21765	Portable	Re-Program	MTS2000	2
45	Altamonte Springs PD	ASPD	466AWL0100	21739	Portable	Re-Program	MTS2000	2
46	Altamonte Springs PD	ASPD	466AWL0101	21763	Portable	Re-Program	MTS2000	2
47	Altamonte Springs PD	ASPD	466AWL0102	21749	Portable	Re-Program	MTS2000	2
48	Altamonte Springs PD	ASPD	466AWL0103	21735	Portable	Re-Program	MTS2000	2
49	Altamonte Springs PD	ASPD	466AWL0104	21736	Portable	Re-Program	MTS2000	2
50	Altamonte Springs PD	ASPD	466AWL0105	21766	Portable	Re-Program	MTS2000	2
51	Altamonte Springs PD	ASPD	466AWL0106	21740	Portable	Re-Program	MTS2000	2
52	Altamonte Springs PD	ASPD	466AWL0108	21734	Portable	Re-Program	MTS2000	2
53	Altamonte Springs PD	ASPD	466AWL0110	21762	Portable	Re-Program	MTS2000	2
54	Altamonte Springs PD	ASPD	466AWL0111	21742	Portable	Re-Program	MTS2000	2
55	Altamonte Springs PD	ASPD	466AWL0112	21724	Portable	Re-Program	MTS2000	2
56	Altamonte Springs PD	ASPD	466AWL0113	21723	Portable	Re-Program	MTS2000	2
57	Altamonte Springs PD	ASPD	466AWL0114	21722	Portable	Re-Program	MTS2000	2
58	Altamonte Springs PD	ASPD	466AWL0115	21721	Portable	Re-Program	MTS2000	2
59	Altamonte Springs PD	ASPD	466AWL0116	21720	Portable	Re-Program	MTS2000	2
60	Altamonte Springs PD	ASPD	466AWL0117	21719	Portable	Re-Program	MTS2000	2
61	Altamonte Springs PD	ASPD	466AWL0118	21746	Portable	Re-Program	MTS2000	2
62	Altamonte Springs PD	ASPD	466AWL0119	21728	Portable	Re-Program	MTS2000	2
63	Altamonte Springs PD	ASPD	466AWL0121	21726	Portable	Re-Program	MTS2000	2
64	Altamonte Springs PD	ASPD	466AWL0122	21725	Portable	Re-Program	MTS2000	2
65	Altamonte Springs PD	ASPD	466AWL0123	21727	Portable	Re-Program	MTS2000	2
66	Altamonte Springs PD	ASPD	466AWL0124	21745	Portable	Re-Program	MTS2000	2
67	Altamonte Springs PD	ASPD	466AWL0165	21772	Portable	Re-Program	MTS2000	3

INVENTORY-ALTAMONTE SPRINGS

A		B		C		D		E		F		G		H	
1	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model							
68	Altamonte Springs PD	ASPD	466AWL0166	21769	Portable	Re-Program	MTS2000	3							
69	Altamonte Springs PD	ASPD	466AWL0167	21778	Portable	Re-Program	MTS2000	3							
70	Altamonte Springs PD	ASPD	466AWL0168	21770	Portable	Re-Program	MTS2000	3							
71	Altamonte Springs PD	ASPD	466AWL0169	21773	Portable	Re-Program	MTS2000	3							
72	Altamonte Springs PD	ASPD	466AWL0170	21777	Portable	Re-Program	MTS2000	3							
73	Altamonte Springs PD	ASPD	466AWL0171	21774	Portable	Re-Program	MTS2000	3							
74	Altamonte Springs PD	ASPD	466AWL0172	21776	Portable	Re-Program	MTS2000	3							
75	Altamonte Springs PD	ASPD	466AWL0173	21771	Portable	Re-Program	MTS2000	3							
76	Altamonte Springs PD	ASPD	466AWL0174	21775	Portable	Re-Program	MTS2000	3							
77	Altamonte Springs PD	ASPD	466AWL0447	22758	Portable	Re-Program	MTS2000	2							
78	Altamonte Springs PD	ASPD	466AWL0448	22740	Portable	Re-Program	MTS2000	2							
79	Altamonte Springs PD	ASPD	466AWL0449	22762	Portable	Re-Program	MTS2000	2							
80	Altamonte Springs PD	ASPD	466AWL0450	22733	Portable	Re-Program	MTS2000	2							
81	Altamonte Springs PD	ASPD	466AWL0451	22736	Portable	Re-Program	MTS2000	2							
82	Altamonte Springs PD	ASPD	466AWL0452	22728	Portable	Re-Program	MTS2000	2							
83	Altamonte Springs PD	ASPD	466AWL0453	22734	Portable	Re-Program	MTS2000	2							
84	Altamonte Springs PD	ASPD	466AWL0454	22747	Portable	Re-Program	MTS2000	2							
85	Altamonte Springs PD	ASPD	466AWL0455	22730	Portable	Re-Program	MTS2000	2							
86	Altamonte Springs PD	ASPD	466AWL0456	22756	Portable	Re-Program	MTS2000	2							
87	Altamonte Springs PD	ASPD	466AWL0457	22727	Portable	Re-Program	MTS2000	2							
88	Altamonte Springs PD	ASPD	466AWL0458	22759	Portable	Re-Program	MTS2000	2							
89	Altamonte Springs PD	ASPD	466AWL0459	22753	Portable	Re-Program	MTS2000	2							
90	Altamonte Springs PD	ASPD	466AWL0460	22763	Portable	Re-Program	MTS2000	2							
91	Altamonte Springs PD	ASPD	466AWL0461	22717	Portable	Re-Program	MTS2000	2							
92	Altamonte Springs PD	ASPD	466AWL0462	22735	Portable	Re-Program	MTS2000	2							
93	Altamonte Springs PD	ASPD	466AWL0464	22742	Portable	Re-Program	MTS2000	2							
94	Altamonte Springs PD	ASPD	466AWL0467	22751	Portable	Re-Program	MTS2000	2							
95	Altamonte Springs PD	ASPD	466AWL0468	22760	Portable	Re-Program	MTS2000	2							
96	Altamonte Springs PD	ASPD	466AWL0471	22721	Portable	Re-Program	MTS2000	2							
97	Altamonte Springs PD	ASPD	466AWL0472	22743	Portable	Re-Program	MTS2000	2							
98	Altamonte Springs PD	ASPD	466AWL0473	22732	Portable	Re-Program	MTS2000	2							
99	Altamonte Springs PD	ASPD	466AWL0474	22744	Portable	Re-Program	MTS2000	2							
100	Altamonte Springs PD	ASPD	466AWL0475	22750	Portable	Re-Program	MTS2000	2							

INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1	Altamonte Springs PD	ASPD	466AWL0476	22731	Portable	Re-Program	MTS2000	2
101	Altamonte Springs PD	ASPD	466AWL0477	22739	Portable	Re-Program	MTS2000	2
102	Altamonte Springs PD	ASPD	466AWL0478	22745	Portable	Re-Program	MTS2000	2
103	Altamonte Springs PD	ASPD	466AWL0479	22741	Portable	Re-Program	MTS2000	2
104	Altamonte Springs PD	ASPD	466AWL0480	22725	Portable	Re-Program	MTS2000	2
105	Altamonte Springs PD	ASPD	466AWL0481	22737	Portable	Re-Program	MTS2000	2
106	Altamonte Springs PD	ASPD	466AWL0482	22720	Portable	Re-Program	MTS2000	2
107	Altamonte Springs PD	ASPD	466AWL0483	22761	Portable	Re-Program	MTS2000	2
108	Altamonte Springs PD	ASPD	466AWL0484	22738	Portable	Re-Program	MTS2000	2
109	Altamonte Springs PD	ASPD	466AWL0485	22729	Portable	Re-Program	MTS2000	2
110	Altamonte Springs PD	ASPD	466AWL0486	22749	Portable	Re-Program	MTS2000	2
111	Altamonte Springs PD	ASPD	466AWL0487	22757	Portable	Re-Program	MTS2000	2
112	Altamonte Springs PD	ASPD	466AWL0488	22755	Portable	Re-Program	MTS2000	2
113	Altamonte Springs PD	ASPD	466AWL0489	22722	Portable	Re-Program	MTS2000	2
114	Altamonte Springs PD	ASPD	466AWL0490	22752	Portable	Re-Program	MTS2000	2
115	Altamonte Springs PD	ASPD	466AWL0491	22754	Portable	Re-Program	MTS2000	2
116	Altamonte Springs PD	ASPD	466AWL0492	22723	Portable	Re-Program	MTS2000	2
117	Altamonte Springs PD	ASPD	466AWL0493	22746	Portable	Re-Program	MTS2000	2
118	Altamonte Springs PD	ASPD	466AXJ1196	AS018404	Portable	Re-Program	MTS2000	3
119	Altamonte Springs PD	ASPD	466AXJ1197	AS018405	Portable	Re-Program	MTS2000	3
120	Altamonte Springs PD	ASPD	466AXJ1198	AS018403	Portable	Re-Program	MTS2000	3
121	Altamonte Springs PD	ASPD	466AXJ1199	AS018406	Portable	Re-Program	MTS2000	3
122	Altamonte Springs PD	ASPD	466AXJ1200	AS001236	Portable	Re-Program	MTS2000	3
123	Altamonte Springs PD	ASPD	466AXY2413	AS019011	Portable	Re-Program	MTS2000	2
124	Altamonte Springs PD	ASPD	466AXY2424	AS019012	Portable	Re-Program	MTS2000	2
125	Altamonte Springs PD	ASPD	466AYW0046	AS018776	Portable	Re-Program	MTS2000	3
126	Altamonte Springs PD	ASPD	466AYW0047	AS018771	Portable	Re-Program	MTS2000	3
127	Altamonte Springs PD	ASPD	466AYW0048	AS018773	Portable	Re-Program	MTS2000	3
128	Altamonte Springs PD	ASPD	466AYW0049	AS018775	Portable	Re-Program	MTS2000	3
129	Altamonte Springs PD	ASPD	466AYW0050	AS018774	Portable	Re-Program	MTS2000	3
130	Altamonte Springs PD	ASPD	466AYW0051	AS018772	Portable	Re-Program	MTS2000	3
131	Altamonte Springs PD	ASPD	466AYW0052	AS018770	Portable	Re-Program	MTS2000	3
132	Altamonte Springs PD	ASPD	466AZG4198	AS019365	Portable	Re-Program	MTS2000	2
133	Altamonte Springs PD	ASPD						

INVENTORY-ALTAMONTE SPRINGS

	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
134	Altamonte Springs PD	ASPD	466AZQ2631	AS019494	Portable	Re-Program	MTS2000	2
135	Altamonte Springs PD	ASPD	481SVZ5645	22441	Mobile	Replace	Maxtrac	1
136	Altamonte Springs PD	ASPD	481SVZ5650	22444	Mobile	Replace	Maxtrac	1
137	Altamonte Springs PD	ASPD	481SVZ5685	22448	Mobile	Replace	Maxtrac	1
138	Altamonte Springs PD	ASPD	481SVZ5686	22450	Mobile	Replace	Maxtrac	1
139	Altamonte Springs PD	ASPD	481SVZ5687	22143	Mobile	Replace	Maxtrac	1
140	Altamonte Springs PD	ASPD	481SVZ5688	22446	Mobile	Replace	Maxtrac	1
141	Altamonte Springs PD	ASPD	481SVZ5693	22445	Mobile	Replace	Maxtrac	1
142	Altamonte Springs PD	ASPD	481SVZ5696	22442	Mobile	Replace	Maxtrac	1
143	Altamonte Springs PD	ASPD	481SVZ5699	22447	Mobile	Replace	Maxtrac	1
144	Altamonte Springs PD	ASPD	481SVZ5701	22453	Mobile	Replace	Maxtrac	1
145	Altamonte Springs PD	ASPD	481SVZ5706	22449	Mobile	Replace	Maxtrac	1
146	Altamonte Springs PD	ASPD	481SVZ5709	22452	Mobile	Replace	Maxtrac	1
147	Altamonte Springs PD	ASPD	481SVZ5711	22451	Mobile	Replace	Maxtrac	1
148	Altamonte Springs PD	ASPD	481SVZ5712	22139	Mobile	Replace	Maxtrac	1
149	Altamonte Springs PD	ASPD	481SVZ5718	22443	Mobile	Replace	Maxtrac	1
150	Altamonte Springs PD	ASPD	481SVZ5932	AS017954	Mobile	Replace	Maxtrac	1
151	Altamonte Springs PD	ASPD	481SVZ5934	AS17948	Mobile	Replace	Maxtrac	1
152	Altamonte Springs PD	ASPD	481SVZ5944	AS17949	Mobile	Replace	Maxtrac	1
153	Altamonte Springs PD	ASPD	481SVZ5955	AS017950	Mobile	Replace	Maxtrac	1
154	Altamonte Springs PD	ASPD	481SVZ5956	AS17951	Mobile	Replace	Maxtrac	1
155	Altamonte Springs PD	ASPD	481SWH5251	22419	Mobile	Replace	Maxtrac	1
156	Altamonte Springs PD	ASPD	481SWH5258	22414	Mobile	Replace	Maxtrac	1
157	Altamonte Springs PD	ASPD	481SWH5262	22413	Mobile	Replace	Maxtrac	1
158	Altamonte Springs PD	ASPD	481SWH5275	22416	Mobile	Replace	Maxtrac	1
159	Altamonte Springs PD	ASPD	481SWH5280	22421	Mobile	Replace	Maxtrac	1
160	Altamonte Springs PD	ASPD	481SWH5285	22417	Mobile	Replace	Maxtrac	1
161	Altamonte Springs PD	ASPD	481SWH5288	22412	Mobile	Replace	Maxtrac	1
162	Altamonte Springs PD	ASPD	481SWH5293	22410	Mobile	Replace	Maxtrac	1
163	Altamonte Springs PD	ASPD	481SWH5299	22423	Mobile	Replace	Maxtrac	1
164	Altamonte Springs PD	ASPD	481SWH5302	22436	Mobile	Replace	Maxtrac	1
165	Altamonte Springs PD	ASPD	481SWH5303	22424	Mobile	Replace	Maxtrac	1
166	Altamonte Springs PD	ASPD	481SWH5312	22411	Mobile	Replace	Maxtrac	1

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	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
167	Altamonte Springs PD	ASPD	481SWH5314	22418	Mobile	Replace	Maxtrac	1
168	Altamonte Springs PD	ASPD	481SWH5336	22428	Mobile	Replace	Maxtrac	1
169	Altamonte Springs PD	ASPD	481SWH5350	22434	Mobile	Replace	Maxtrac	1
170	Altamonte Springs PD	ASPD	481SWH5352	22431	Mobile	Replace	Maxtrac	1
171	Altamonte Springs PD	ASPD	481SWH5361	22408	Mobile	Replace	Maxtrac	1
172	Altamonte Springs PD	ASPD	481SWH5379	22425	Mobile	Replace	Maxtrac	1
173	Altamonte Springs PD	ASPD	481SWH5380	22438	Mobile	Replace	Maxtrac	1
174	Altamonte Springs PD	ASPD	481SWH5381	22437	Mobile	Replace	Maxtrac	1
175	Altamonte Springs PD	ASPD	481SWH5382	22426	Mobile	Replace	Maxtrac	1
176	Altamonte Springs PD	ASPD	481SWH5384	22433	Mobile	Replace	Maxtrac	1
177	Altamonte Springs PD	ASPD	481SWH5388	22440	Mobile	Replace	Maxtrac	1
178	Altamonte Springs PD	ASPD	481SWH5394	22427	Mobile	Replace	Maxtrac	1
179	Altamonte Springs PD	ASPD	481SWH5397	22432	Mobile	Replace	Maxtrac	1
180	Altamonte Springs PD	ASPD	481SWH5407	22429	Mobile	Replace	Maxtrac	1
181	Altamonte Springs PD	ASPD	481SWH5436	22439	Mobile	Replace	Maxtrac	1
182	Altamonte Springs PD	ASPD	481SWH5455	22415	Mobile	Replace	Maxtrac	1
183	Altamonte Springs PD	ASPD	481SWH5512	22420	Mobile	Replace	Maxtrac	1
184	Altamonte Springs PD	ASPD	481SWH5517	22422	Mobile	Replace	Maxtrac	1
185	Altamonte Springs PD	ASPD	481SWH5519	22435	Mobile	Replace	Maxtrac	1
186	Altamonte Springs PD	ASPD	481SWH5523	22430	Mobile	Replace	Maxtrac	1
187	Altamonte Springs PD	ASPD	481SWH5524	22409	Mobile	Replace	Maxtrac	1
188	Altamonte Springs PD	ASPD	481SWH5639	AS017952	Mobile	Replace	Maxtrac	1
189	Altamonte Springs PD	ASPD	481SWH5944	AS17953	Mobile	Replace	Maxtrac	1
190	Altamonte Springs PD	ASPD	481SWH5950	AS17947	Mobile	Replace	Maxtrac	1
191	Altamonte Springs PD	ASPD	481SWH5951	AS017955	Mobile	Replace	Maxtrac	1
192	Altamonte Springs PD	ASPD	481SWH5958	AS17956	Mobile	Replace	Maxtrac	1
193	Altamonte Springs PD	ASPD	500CFE1108	AS021153	Mobile	Re-Program	XTL5000	2
194	Altamonte Springs PD	ASPD	500CFE1109	AS021152	Mobile	Re-Program	XTL5000	2
195	Altamonte Springs PD	ASPD	500CGD0476	AS021584	Mobile	Re-Tune	XTL5000	2
196	Altamonte Springs PD	ASPD	500CGD0477	AS021585	Mobile	Re-Tune	XTL5000	2
197	Altamonte Springs PD	ASPD	500CHD0887	AS021799	Mobile	Re-Tune	XTL5000	2
198	Altamonte Springs PD	ASPD	500CHD0888	AS021798	Mobile	Re-Tune	XTL5000	2
199	Altamonte Springs PD	ASPD	722AAS1927	AS019829	Mobile	Re-Program	MCS2000	1

INVENTORY-ALTAMONTE SPRINGS

	A		B		C		D	E		F		G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model					
1	Altamonte Springs PD	ASPD	722AAS1938	AS019830	Mobile	Re-Program	MCS2000	2					
200	Altamonte Springs PD	ASPD	722AAW2347	ASPD	Mobile	Re-Program	MCS2000	1					
201	Altamonte Springs PD	ASPD	722AAW2348	AS19939	Mobile	Re-Program	MCS2000	2					
202	Altamonte Springs PD	ASPD	722ACC3720	AS20197	Mobile	Re-Program	MCS2000	2					
203	Altamonte Springs PD	ASPD	722ACC3721	AS20198	Mobile	Re-Program	MCS2000	2					
204	Altamonte Springs PD	ASPD	722ACC3722	AS20199	Mobile	Re-Program	MCS2000	2					
205	Altamonte Springs PD	ASPD	722ACC3723	AS20200	Mobile	Re-Program	MCS2000	2					
206	Altamonte Springs PD	ASPD	722ACC3724	AS20201	Mobile	Re-Program	MCS2000	2					
207	Altamonte Springs PD	ASPD	722ACC3725	AS20202	Mobile	Re-Program	MCS2000	2					
208	Altamonte Springs PD	ASPD	722ACC3726	AS 020203	Mobile	Re-Program	MCS2000	2					
209	Altamonte Springs PD	ASPD	722ACC3727	AS20204	Mobile	Re-Program	MCS2000	2					
210	Altamonte Springs PD	ASPD	722ACC3728	AS20205	Mobile	Re-Program	MCS2000	2					
211	Altamonte Springs PD	ASPD	722ACC3729	AS20206	Mobile	Re-Program	MCS2000	2					
212	Altamonte Springs PD	ASPD	722ACC3730	AS20207	Mobile	Re-Program	MCS2000	2					
213	Altamonte Springs PD	ASPD	722ACC3731	AS20208	Mobile	Re-Program	MCS2000	2					
214	Altamonte Springs PD	ASPD	722ACC3732	AS20209	Mobile	Re-Program	MCS2000	2					
215	Altamonte Springs PD	ASPD	722ACG2352	AS20314	Mobile	Re-Program	MCS2000	1					
216	Altamonte Springs PD	ASPD	722ACG2353	AS20315	Mobile	Re-Program	MCS2000	1					
217	Altamonte Springs PD	ASPD	722ACG2354	AS20316	Mobile	Re-Program	MCS2000	1					
218	Altamonte Springs PD	ASPD	722ACG2355	AS20317	Mobile	Re-Program	MCS2000	1					
219	Altamonte Springs PD	ASPD	722ACG2356	AS20318	Mobile	Re-Program	MCS2000	1					
220	Altamonte Springs PD	ASPD	722ACG2357	AS20319	Mobile	Re-Program	MCS2000	1					
221	Altamonte Springs PD	ASPD	722ACG2358	AS 020320	Mobile	Re-Program	MCS2000	1					
222	Altamonte Springs PD	ASPD	722ACG2359	AS20321	Mobile	Re-Program	MCS2000	1					
223	Altamonte Springs PD	ASPD	722ACG2360	AS20322	Mobile	Re-Program	MCS2000	1					
224	Altamonte Springs PD	ASPD	722ACG2361	AS20323	Mobile	Re-Program	MCS2000	1					
225	Altamonte Springs PD	ASPD	722ACG2362	AS20324	Mobile	Re-Program	MCS2000	1					
226	Altamonte Springs PD	ASPD	722ACG2363	AS20325	Mobile	Re-Program	MCS2000	1					
227	Altamonte Springs PD	ASPD	722ACG2364	AS20326	Mobile	Re-Program	MCS2000	1					
228	Altamonte Springs PD	ASPD	722AWL0175	21799	Mobile	Re-Program	MCS2000	2					
229	Altamonte Springs PD	ASPD	722AWL0176	21810	Mobile	Re-Program	MCS2000	2					
230	Altamonte Springs PD	ASPD	722AWL0177	21808	Mobile	Re-Program	MCS2000	2					
231	Altamonte Springs PD	ASPD	722AWL0178	21821	Mobile	Re-Program	MCS2000	2					
232	Altamonte Springs PD	ASPD											

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	A		B		C		D	E		F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model				
1												
233	Altamonte Springs PD	ASPD	722AWL0179	21822	Mobile	Re-Program	MCS2000	2				
234	Altamonte Springs PD	ASPD	722AWL0180	21819	Mobile	Re-Program	MCS2000	2				
235	Altamonte Springs PD	ASPD	722AWL0181	21823	Mobile	Re-Program	MCS2000	2				
236	Altamonte Springs PD	ASPD	722AWL0182	21780	Mobile	Re-Program	MCS2000	2				
237	Altamonte Springs PD	ASPD	722AWL0183	21801	Mobile	Re-Program	MCS2000	2				
238	Altamonte Springs PD	ASPD	722AWL0184	21787	Mobile	Re-Program	MCS2000	2				
239	Altamonte Springs PD	ASPD	722AWL0185	21793	Mobile	Re-Program	MCS2000	2				
240	Altamonte Springs PD	ASPD	722AWL0186	21811	Mobile	Re-Program	MCS2000	2				
241	Altamonte Springs PD	ASPD	722AWL0187	21818	Mobile	Re-Program	MCS2000	2				
242	Altamonte Springs PD	ASPD	722AWL0188	21812	Mobile	Re-Program	MCS2000	2				
243	Altamonte Springs PD	ASPD	722AWL0189	21805	Mobile	Re-Program	MCS2000	2				
244	Altamonte Springs PD	ASPD	722AWL0190	21796	Mobile	Re-Program	MCS2000	2				
245	Altamonte Springs PD	ASPD	722AWL0191	21795	Mobile	Re-Program	MCS2000	2				
246	Altamonte Springs PD	ASPD	722AWL0192	21783	Mobile	Re-Program	MCS2000	2				
247	Altamonte Springs PD	ASPD	722AWL0193	21779	Mobile	Re-Program	MCS2000	2				
248	Altamonte Springs PD	ASPD	722AWL0194	21797	Mobile	Re-Program	MCS2000	2				
249	Altamonte Springs PD	ASPD	722AWL0195	21792	Mobile	Re-Program	MCS2000	2				
250	Altamonte Springs PD	ASPD	722AWL0196	21820	Mobile	Re-Program	MCS2000	2				
251	Altamonte Springs PD	ASPD	722AWL0197	21789	Mobile	Re-Program	MCS2000	2				
252	Altamonte Springs PD	ASPD	722AWL0198	21816	Mobile	Re-Program	MCS2000	2				
253	Altamonte Springs PD	ASPD	722AWL0199	21802	Mobile	Re-Program	MCS2000	2				
254	Altamonte Springs PD	ASPD	722AWL0200	21782	Mobile	Re-Program	MCS2000	2				
255	Altamonte Springs PD	ASPD	722AWL0201	21785	Mobile	Re-Program	MCS2000	2				
256	Altamonte Springs PD	ASPD	722AWL0202	21791	Mobile	Re-Program	MCS2000	2				
257	Altamonte Springs PD	ASPD	722AWL0203	21786	Mobile	Re-Program	MCS2000	2				
258	Altamonte Springs PD	ASPD	722AWL0204	21788	Mobile	Re-Program	MCS2000	2				
259	Altamonte Springs PD	ASPD	722AWL0205	21813	Mobile	Re-Program	MCS2000	2				
260	Altamonte Springs PD	ASPD	722AWL0206	21784	Mobile	Re-Program	MCS2000	2				
261	Altamonte Springs PD	ASPD	722AWL0207	21798	Mobile	Re-Program	MCS2000	2				
262	Altamonte Springs PD	ASPD	722AWL0208	21804	Mobile	Re-Program	MCS2000	2				
263	Altamonte Springs PD	ASPD	722AWL0209	21803	Mobile	Re-Program	MCS2000	2				
264	Altamonte Springs PD	ASPD	722AWL0210	21806	Mobile	Re-Program	MCS2000	2				
265	Altamonte Springs PD	ASPD	722AWL0211	21800	Mobile	Re-Program	MCS2000	2				

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	A		B		C		D		E		F		G		H	
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model								
1																
266	Altamonte Springs PD	ASPD	722AWL0212	21781	Mobile	Re-Program	MCS2000	2								
267	Altamonte Springs PD	ASPD	722AWL0213	21807	Mobile	Re-Program	MCS2000	2								
268	Altamonte Springs PD	ASPD	722AWL0214	21794	Mobile	Re-Program	MCS2000	2								
269	Altamonte Springs PD	ASPD	722AWL0215	21824	Mobile	Re-Program	MCS2000	2								
270	Altamonte Springs PD	ASPD	722AWL0216	21809	Mobile	Re-Program	MCS2000	2								
271	Altamonte Springs PD	ASPD	722AWL0217	21790	Mobile	Re-Program	MCS2000	2								
272	Altamonte Springs PD	ASPD	722AWL0218	21814	Mobile	Re-Program	MCS2000	2								
273	Altamonte Springs PD	ASPD	722AWL0219	21817	Mobile	Re-Program	MCS2000	2								
274	Altamonte Springs PD	ASPD	722AWL0220	21815	Mobile	Re-Program	MCS2000	2								
275	Altamonte Springs PD	ASPD	722AWL0271	22067	Mobile	Re-Program	MCS2000	2								
276	Altamonte Springs PD	ASPD	722AWL0272	22065	Mobile	Re-Program	MCS2000	2								
277	Altamonte Springs PD	ASPD	722AWL0273	22064	Mobile	Re-Program	MCS2000	2								
278	Altamonte Springs PD	ASPD	722AWL0274	22066	Mobile	Re-Program	MCS2000	2								
279	Altamonte Springs PD	ASPD	722AWL0275	22063	Mobile	Re-Program	MCS2000	2								
280	Altamonte Springs PD	ASPD	722AWL0276	22068	Mobile	Re-Program	MCS2000	2								
281	Altamonte Springs PD	ASPD	722AWQ0804	AS017696	Local	Re-Program	MCS2000	1								
282	Altamonte Springs PD	ASPD	722AWY0851	AS17943	Mobile	Re-Program	MCS2000	2								
283	Altamonte Springs PD	ASPD	722AWY0852	AS17941	Mobile	Re-Program	MCS2000	2								
284	Altamonte Springs PD	ASPD	722AWY0853	AS17940	Mobile	Re-Program	MCS2000	2								
285	Altamonte Springs PD	ASPD	722AWY0854	AS17944	Mobile	Re-Program	MCS2000	2								
286	Altamonte Springs PD	ASPD	722AWY0855	AS17938	Mobile	Re-Program	MCS2000	2								
287	Altamonte Springs PD	ASPD	722AWY0856	AS017942	Mobile	Re-Program	MCS2000	2								
288	Altamonte Springs PD	ASPD	722AWY0857	ASP17939	Mobile	Re-Program	MCS2000	2								
289	Altamonte Springs PD	ASPD	722AWY0858	AS017937	Local	Re-Program	MCS2000	2								
290	Altamonte Springs PD	ASPD	722AWY0859	AS17946	Mobile	Re-Program	MCS2000	2								
291	Altamonte Springs PD	ASPD	722AWY0860	AS017945	Local	Re-Program	MCS2000	2								
292	Altamonte Springs PD	ASPD	722AXJ1246	AS18411	Mobile	Re-Program	MCS2000	2								
293	Altamonte Springs PD	ASPD	722AXJ1247	AS018412	Mobile	Re-Program	MCS2000	2								
294	Altamonte Springs PD	ASPD	722AXJ1248	AS18413	Mobile	Re-Program	MCS2000	2								
295	Altamonte Springs PD	ASPD	722AXJ1249	AS18408	Mobile	Re-Program	MCS2000	1								
296	Altamonte Springs PD	ASPD	722AXJ1250	AS018409	Mobile	Re-Program	MCS2000	1								
297	Altamonte Springs PD	ASPD	722AXJ1251	AS018410	Mobile	Re-Program	MCS2000	1								
298	Altamonte Springs PD	ASPD	722AYW0000	AS18769	Mobile	Re-Program	MCS2000	2								

INVENTORY-ALTAMONTE SPRINGS

A		B		C		D	E	F		G	H
1	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model			
299	Altamonte Springs PD	ASPD	722AYW0001	AS018768	Mobile	Re-Program	MCS2000	2			
300	Altamonte Springs PD	ASPD	722AYW0002	AS18767	Mobile	Re-Program	MCS2000	1			
301	Altamonte Springs PD	ASPD	722AYW0003	AS18766	Mobile	Re-Program	MCS2000	1			
302	Altamonte Springs PD	ASPD	722CCU1878	AS020390	Mobile	Re-Program	MCS2000	1			
303	Altamonte Springs PD	ASPD	722CCU1879	AS020391	Mobile	Re-Program	MCS2000	1			
304	Altamonte Springs PD	ASPD	722CCU1880	AS020392	Mobile	Re-Program	MCS2000	1			
305	Altamonte Springs PD	ASPD	722CCU1881	AS020393	Mobile	Re-Program	MCS2000	1			
306	Altamonte Springs PD	ASPD	722CCU1882	AS020394	Mobile	Re-Program	MCS2000	2			
307	Altamonte Springs PD	ASPD	722CCU1883	AS020395	Mobile	Re-Program	MCS2000	1			
308	Altamonte Springs PD	ASPD	722CCU1884	AS020396	Mobile	Re-Program	MCS2000	2			
309	Altamonte Springs PD	ASPD	722CCU1885	AS020397	Mobile	Re-Program	MCS2000	1			
310	Altamonte Springs PD	ASPD	722CCU1886	AS020398	Mobile	Re-Program	MCS2000	1			
311	Altamonte Springs PD	ASPD	722CCU1887	AS020399	Mobile	Re-Program	MCS2000	2			
312	Altamonte Springs PD	ASPD	722CCU1888	AS020400	Mobile	Re-Program	MCS2000	2			
313	Altamonte Springs PD	ASPD	722CCU1889	AS020401	Mobile	Re-Program	MCS2000	2			
314	Altamonte Springs PD	ASPD	722CCU1890	AS020402	Mobile	Re-Program	MCS2000	2			
315	Altamonte Springs PD	ASPD	722CCU1891	AS020403	Mobile	Re-Program	MCS2000	2			
316	Altamonte Springs PD	ASPD	722CCU1892	AS020404	Mobile	Re-Program	MCS2000	2			
317	Altamonte Springs PD	ASPD	722CCU1893	AS020405	Mobile	Re-Program	MCS2000	2			
318	Altamonte Springs PD	ASPD	722CCU1894	AS020406	Mobile	Re-Program	MCS2000	2			
319	Altamonte Springs PD	ASPD	722CCU1895	AS020407	Mobile	Re-Program	MCS2000	2			
320	Altamonte Springs PD	ASPD	722CEE0139	AS020749	Mobile	Re-Program	MCS2000	1			
321	Altamonte Springs PD	ASPD	722CEE0140	AS020750	Mobile	Re-Program	MCS2000	1			
322	Altamonte Springs PD	ASPD	722CEE0141	AS020751	Mobile	Re-Program	MCS2000	1			
323	Altamonte Springs PD	ASPD	722CEE0142	AS020752	Mobile	Re-Program	MCS2000	1			
324	Altamonte Springs PD	ASPD	722CEE0143	AS020753	Mobile	Re-Program	MCS2000	1			
325	Altamonte Springs PD	ASPD	722CEE0144	AS020754	Mobile	Re-Program	MCS2000	1			
326	Altamonte Springs PD	ASPD	722CEE0145	AS020755	Mobile	Re-Program	MCS2000	1			
327	Altamonte Springs PD	ASPD	722CEE0146	AS020756	Mobile	Re-Program	MCS2000	1			
328	Altamonte Springs PD	ASPD	722CEE0147	AS020757	Mobile	Re-Program	MCS2000	1			
329	Altamonte Springs PD	ASPD	722CEE0148	AS020738	Mobile	Re-Program	MCS2000	2			
330	Altamonte Springs PD	ASPD	722CEE0149	AS020759	Mobile	Re-Program	MCS2000	2			
331	Altamonte Springs PD	ASPD	722CEE0150	AS020760	Mobile	Re-Program	MCS2000	2			

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A		B		C		D		E		F		G		H	
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model							
1															
332	Altamonte Springs PD	ASPD	722CEE0151	AS020761	Mobile	Re-Program	MCS2000	2							
333	Altamonte Springs PD	ASPD	722CEE0152	AS020744	Mobile	Re-Program	MCS2000	2							
334	Altamonte Springs PD	ASPD	722CEE0153	AS020745	Mobile	Re-Program	MCS2000	2							
335	Altamonte Springs PD	ASPD	722CEE0154	AS020746	Mobile	Re-Program	MCS2000	2							
336	Altamonte Springs PD	ASPD	722CEE0155	AS020747	Mobile	Re-Program	MCS2000	2							
337	Altamonte Springs PD	ASPD	722CEE0156	AS020748	Mobile	Re-Program	MCS2000	2							
338	Altamonte Springs PD	ASPD	722CFE0078	AS021154	Mobile	Re-Program	MCS2000	1							
339	Altamonte Springs PD	ASPD	722CFE0079	AS021155	Mobile	Re-Program	MCS2000	1							
340	Altamonte Springs PD	ASPD	775TFW0874	AS021609	Mobile	Re-Tune	XTL1500	2							
341	Altamonte Springs PD	ASPD	775TGG0002	AS021610	Mobile	Re-Tune	XTL1500	2							
342	Altamonte Springs PD	ASPD	775THC0536	AS021801	Mobile	Re-Tune	XTL1500	2							
343	Altamonte Springs PD	ASPD	775THC0544	AS021800	Mobile	Re-Tune	XTL1500	2							
344	Altamonte Springs PW	ASPW	205CEC1411	AS020739	Portable	Re-Program	XTS2500	2							
345	Altamonte Springs PW	ASPW	205CFH1807	AS211195	Portable	Re-Program	XTS2500	2							
346	Altamonte Springs PW	ASPW	205CFH1808	AS211196	Portable	Re-Program	XTS2500	2							
347	Altamonte Springs PW	ASPW	205CFM0057	AS021279	Portable	Re-Program	XTS2500	2							
348	Altamonte Springs PW	ASPW	466AAL5010	AS019764	Portable	Re-Program	MTS2000	2							
349	Altamonte Springs PW	ASPW	466AAS3122	AS019791	Portable	Re-Program	MTS2000	2							
350	Altamonte Springs PW	ASPW	466AA3723	AS019937	Portable	Re-Program	MTS2000	2							
351	Altamonte Springs PW	ASPW	466ABA4612	AS019944	Portable	Re-Program	MTS2000	2							
352	Altamonte Springs PW	ASPW	466ABA4613	ASPW	Portable	Re-Program	MTS2000	2							
353	Altamonte Springs PW	ASPW	466ABW5970	AS020144	Portable	Re-Program	MTS2000	2							
354	Altamonte Springs PW	ASPW	466ACG1982	AS20275	Portable	Re-Program	MTS2000	2							
355	Altamonte Springs PW	ASPW	466ACG1983	AS20274	Portable	Re-Program	MTS2000	2							
356	Altamonte Springs PW	ASPW	466ACG1984	AS20272	Portable	Re-Program	MTS2000	2							
357	Altamonte Springs PW	ASPW	466ACG1985	AS20271	Portable	Re-Program	MTS2000	2							
358	Altamonte Springs PW	ASPW	466ACG1986	AS20273	Portable	Re-Program	MTS2000	2							
359	Altamonte Springs PW	ASPW	466AXU0739	ASPW	Portable	Re-Program	MTS2000	2							
360	Altamonte Springs PW	ASPW	466AXW1290	AS18794	Portable	Re-Program	MTS2000	2							
361	Altamonte Springs PW	ASPW	466AXW1291	AS18795	Portable	Re-Program	MTS2000	2							
362	Altamonte Springs PW	ASPW	466AXW1292	AS18796	Portable	Re-Program	MTS2000	2							
363	Altamonte Springs PW	ASPW	466AXW1293		Portable	Re-Program	MTS2000	3							
364	Altamonte Springs PW	ASPW	466AXW1294	AS18798	Portable	Re-Program	MTS2000	2							

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	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model				
1												
365	Altamonte Springs PW	ASPW	466AXW1295	AS18799	Portable	Re-Program	MTS2000	2				
366	Altamonte Springs PW	ASPW	466AXW1296	AS18800	Portable	Re-Program	MTS2000	2				
367	Altamonte Springs PW	ASPW	466AXW1297	AS18801	Portable	Re-Program	MTS2000	2				
368	Altamonte Springs PW	ASPW	466AXW1298	AS18802	Portable	Re-Program	MTS2000	2				
369	Altamonte Springs PW	ASPW	466AXW1299	AS18803	Portable	Re-Program	MTS2000	2				
370	Altamonte Springs PW	ASPW	466AXW1300	AS18804	Portable	Re-Program	MTS2000	2				
371	Altamonte Springs PW	ASPW	466AXW1301	AS18805	Portable	Re-Program	MTS2000	2				
372	Altamonte Springs PW	ASPW	466AXW1302	AS18806	Portable	Re-Program	MTS2000	2				
373	Altamonte Springs PW	ASPW	466AXW1303	AS18807	Portable	Re-Program	MTS2000	2				
374	Altamonte Springs PW	ASPW	466AXW1305	AS18809	Portable	Re-Program	MTS2000	2				
375	Altamonte Springs PW	ASPW	466AXW1306	AS18810	Portable	Re-Program	MTS2000	2				
376	Altamonte Springs PW	ASPW	466AXW1307	AS18811	Portable	Re-Program	MTS2000	2				
377	Altamonte Springs PW	ASPW	466AXW1308	AS18812	Portable	Re-Program	MTS2000	2				
378	Altamonte Springs PW	ASPW	466AXW1309	AS18813	Portable	Re-Program	MTS2000	2				
379	Altamonte Springs PW	ASPW	466AXW1310	AS18814	Portable	Re-Program	MTS2000	2				
380	Altamonte Springs PW	ASPW	466AXW1311	AS18815	Portable	Re-Program	MTS2000	2				
381	Altamonte Springs PW	ASPW	466AXW1312	AS18816	Portable	Re-Program	MTS2000	2				
382	Altamonte Springs PW	ASPW	466AXW1313	AS18817	Portable	Re-Program	MTS2000	2				
383	Altamonte Springs PW	ASPW	466AXW1314	AS18818	Portable	Re-Program	MTS2000	2				
384	Altamonte Springs PW	ASPW	466AXW1315	AS18819	Portable	Re-Program	MTS2000	2				
385	Altamonte Springs PW	ASPW	466AXW1316	AS18820	Portable	Re-Program	MTS2000	2				
386	Altamonte Springs PW	ASPW	466AXW1317	AS18821	Portable	Re-Program	MTS2000	2				
387	Altamonte Springs PW	ASPW	466AXW1318	AS18822	Portable	Re-Program	MTS2000	2				
388	Altamonte Springs PW	ASPW	466AXW1319	AS18823	Portable	Re-Program	MTS2000	2				
389	Altamonte Springs PW	ASPW	466AXW1320	AS18824	Portable	Re-Program	MTS2000	2				
390	Altamonte Springs PW	ASPW	466AXW1321	AS018825	Portable	Re-Program	MTS2000	2				
391	Altamonte Springs PW	ASPW	466AXW1322	AS18826	Portable	Re-Program	MTS2000	2				
392	Altamonte Springs PW	ASPW	466AXW1323	AS018827	Portable	Re-Program	MTS2000	2				
393	Altamonte Springs PW	ASPW	466AXW1324	AS18828	Portable	Re-Program	MTS2000	2				
394	Altamonte Springs PW	ASPW	466AXW1325	AS18829	Portable	Re-Program	MTS2000	2				
395	Altamonte Springs PW	ASPW	466AXW1326	AS18830	Portable	Re-Program	MTS2000	2				
396	Altamonte Springs PW	ASPW	466AXW1327	AS18831	Portable	Re-Program	MTS2000	2				
397	Altamonte Springs PW	ASPW	466AXW1328	AS18832	Portable	Re-Program	MTS2000	2				

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	A		B		C		D		E		F		G		H	
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model								
1																
398	Altamonte Springs PW	ASPW	466AXW1329	AS18833	Portable	Re-Program	MTS2000	2								
399	Altamonte Springs PW	ASPW	466AXW1330	AS18834	Portable	Re-Program	MTS2000	2								
400	Altamonte Springs PW	ASPW	466AXW1331	AS18835	Portable	Re-Program	MTS2000	2								
401	Altamonte Springs PW	ASPW	466AXW1332	AS18836	Portable	Re-Program	MTS2000	2								
402	Altamonte Springs PW	ASPW	466AXW1333	AS18837	Portable	Re-Program	MTS2000	2								
403	Altamonte Springs PW	ASPW	466AXW1334	AS18838	Portable	Re-Program	MTS2000	2								
404	Altamonte Springs PW	ASPW	466AXW1335	AS18839	Portable	Re-Program	MTS2000	2								
405	Altamonte Springs PW	ASPW	466AXW1336	AS18840	Portable	Re-Program	MTS2000	2								
406	Altamonte Springs PW	ASPW	466AXW1337	AS18841	Portable	Re-Program	MTS2000	2								
407	Altamonte Springs PW	ASPW	466AXW1338	AS18842	Portable	Re-Program	MTS2000	2								
408	Altamonte Springs PW	ASPW	466AXW1339	AS18843	Portable	Re-Program	MTS2000	2								
409	Altamonte Springs PW	ASPW	466AXW1340	AS18844	Portable	Re-Program	MTS2000	2								
410	Altamonte Springs PW	ASPW	466AXW1341	AS18845	Portable	Re-Program	MTS2000	2								
411	Altamonte Springs PW	ASPW	466AXW1342	AS18846	Portable	Re-Program	MTS2000	2								
412	Altamonte Springs PW	ASPW	466AXW1343	AS18847	Portable	Re-Program	MTS2000	2								
413	Altamonte Springs PW	ASPW	466AXW1344	AS18848	Portable	Re-Program	MTS2000	2								
414	Altamonte Springs PW	ASPW	466AXW1345	AS18849	Portable	Re-Program	MTS2000	2								
415	Altamonte Springs PW	ASPW	466AXW1346	AS18850	Portable	Re-Program	MTS2000	2								
416	Altamonte Springs PW	ASPW	466AXW1347	AS18851	Portable	Re-Program	MTS2000	2								
417	Altamonte Springs PW	ASPW	466AXW1348	AS18852	Portable	Re-Program	MTS2000	2								
418	Altamonte Springs PW	ASPW	466AXW1349	AS18853	Portable	Re-Program	MTS2000	2								
419	Altamonte Springs PW	ASPW	466AXW1350	AS18854	Portable	Re-Program	MTS2000	2								
420	Altamonte Springs PW	ASPW	466AXW1351	AS18855	Portable	Re-Program	MTS2000	2								
421	Altamonte Springs PW	ASPW	466AXW1352	AS18856	Portable	Re-Program	MTS2000	2								
422	Altamonte Springs PW	ASPW	466AXW1353	AS18857	Portable	Re-Program	MTS2000	2								
423	Altamonte Springs PW	ASPW	466AXW1354	AS18858	Portable	Re-Program	MTS2000	2								
424	Altamonte Springs PW	ASPW	466AXW1355	AS18859	Portable	Re-Program	MTS2000	2								
425	Altamonte Springs PW	ASPW	466AXW1356	AS18860	Portable	Re-Program	MTS2000	2								
426	Altamonte Springs PW	ASPW	466AXW1357	AS18861	Portable	Re-Program	MTS2000	2								
427	Altamonte Springs PW	ASPW	466AXW1358	AS18862	Portable	Re-Program	MTS2000	2								
428	Altamonte Springs PW	ASPW	466AXW1359	AS18863	Portable	Re-Program	MTS2000	2								
429	Altamonte Springs PW	ASPW	466AXW1360	AS18864	Portable	Re-Program	MTS2000	2								
430	Altamonte Springs PW	ASPW	466AXW1361	AS18865	Portable	Re-Program	MTS2000	2								

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	A	B	C	D	E	F	G	H
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model
1								
431	Altamonte Springs PW	ASPW	466AXW1362	AS18866	Portable	Re-Program	MTS2000	2
432	Altamonte Springs PW	ASPW	466AXW1363	AS18867	Portable	Re-Program	MTS2000	2
433	Altamonte Springs PW	ASPW	466AXW1364	AS18868	Portable	Re-Program	MTS2000	2
434	Altamonte Springs PW	ASPW	466AXW1365	AS18869	Portable	Re-Program	MTS2000	2
435	Altamonte Springs PW	ASPW	466AXW1366	AS18870	Portable	Re-Program	MTS2000	2
436	Altamonte Springs PW	ASPW	466AXW1367	AS18871	Portable	Re-Program	MTS2000	2
437	Altamonte Springs PW	ASPW	466AXW1368	AS18872	Portable	Re-Program	MTS2000	2
438	Altamonte Springs PW	ASPW	466AXW1369	AS18873	Portable	Re-Program	MTS2000	2
439	Altamonte Springs PW	ASPW	466AXW1370	AS18874	Portable	Re-Program	MTS2000	2
440	Altamonte Springs PW	ASPW	466AXW1371	AS18875	Portable	Re-Program	MTS2000	2
441	Altamonte Springs PW	ASPW	466AXW1373	AS18877	Portable	Re-Program	MTS2000	2
442	Altamonte Springs PW	ASPW	466AXW1374	AS18808	Portable	Re-Program	MTS2000	2
443	Altamonte Springs PW	ASPW	466AXW1375	AS18879	Portable	Re-Program	MTS2000	2
444	Altamonte Springs PW	ASPW	466AXW1376	AS18888	Portable	Re-Program	MTS2000	2
445	Altamonte Springs PW	ASPW	466AXY2388		Portable	Re-Program	MTS2000	2
446	Altamonte Springs PW	ASPW	466AXY2389		Portable	Re-Program	MTS2000	2
447	Altamonte Springs PW	ASPW	466AXY2390		Portable	Re-Program	MTS2000	2
448	Altamonte Springs PW	ASPW	466AXY2391		Portable	Re-Program	MTS2000	2
449	Altamonte Springs PW	ASPW	466AXY2392		Portable	Re-Program	MTS2000	2
450	Altamonte Springs PW	ASPW	466AXY2409	AS019007	Portable	Re-Program	MTS2000	2
451	Altamonte Springs PW	ASPW	466AXY2410	AS19008	Portable	Re-Program	MTS2000	2
452	Altamonte Springs PW	ASPW	466AXY2411	AS19009	Portable	Re-Program	MTS2000	2
453	Altamonte Springs PW	ASPW	466AXY2412	AS19010	Portable	Re-Program	MTS2000	2
454	Altamonte Springs PW	ASPW	466AXY2414	AS18997	Portable	Re-Program	MTS2000	2
455	Altamonte Springs PW	ASPW	466AXY2415	AS18998	Portable	Re-Program	MTS2000	2
456	Altamonte Springs PW	ASPW	466AXY2416	AS018999	Portable	Re-Program	MTS2000	2
457	Altamonte Springs PW	ASPW	466AXY2417	AS19000	Portable	Re-Program	MTS2000	2
458	Altamonte Springs PW	ASPW	466AXY2418	AS19001	Portable	Re-Program	MTS2000	2
459	Altamonte Springs PW	ASPW	466AXY2419	AS19002	Portable	Re-Program	MTS2000	2
460	Altamonte Springs PW	ASPW	466AXY2420	AS19003	Portable	Re-Program	MTS2000	2
461	Altamonte Springs PW	ASPW	466AXY2421	AS19004	Portable	Re-Program	MTS2000	2
462	Altamonte Springs PW	ASPW	466AXY2422	AS19005	Portable	Re-Program	MTS2000	2
463	Altamonte Springs PW	ASPW	466AXY2423	AS19006	Portable	Re-Program	MTS2000	2

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A		B		C		D		E		F		G		H	
	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model							
1															
464	Altamonte Springs PW	ASPW	466AXY2425	AS019013	Portable	Re-Program	MTS2000	2							
465	Altamonte Springs PW	ASPW	466AXY2426	AS19014	Portable	Re-Program	MTS2000	2							
466	Altamonte Springs PW	ASPW	466AXY2427	AS19015	Portable	Re-Program	MTS2000	2							
467	Altamonte Springs PW	ASPW	466AXY2428	AS19016	Portable	Re-Program	MTS2000	2							
468	Altamonte Springs PW	ASPW	466AYE1981		Portable	Re-Program	MTS2000	2							
469	Altamonte Springs PW	ASPW	466AYE1982		Portable	Re-Program	MTS2000	2							
470	Altamonte Springs PW	ASPW	466AYE1983		Portable	Re-Program	MTS2000	2							
471	Altamonte Springs PW	ASPW	466AYE1984	AS19049	Portable	Re-Program	MTS2000	2							
472	Altamonte Springs PW	ASPW	466AYE1985		Portable	Re-Program	MTS2000	2							
473	Altamonte Springs PW	ASPW	466AYE1986		Portable	Re-Program	MTS2000	2							
474	Altamonte Springs PW	ASPW	466AYE1987		Portable	Re-Program	MTS2000	2							
475	Altamonte Springs PW	ASPW	466AYE1988		Portable	Re-Program	MTS2000	2							
476	Altamonte Springs PW	ASPW	466AYE1989		Portable	Re-Program	MTS2000	2							
477	Altamonte Springs PW	ASPW	466AYG2411	AS19049	Portable	Re-Program	MTS2000	2							
478	Altamonte Springs PW	ASPW	466AYG2412		Portable	Re-Program	MTS2000	2							
479	Altamonte Springs PW	ASPW	466AYG2413		Portable	Re-Program	MTS2000	2							
480	Altamonte Springs PW	ASPW	466AYG2414	AS018791	Portable	Re-Program	MTS2000	2							
481	Altamonte Springs PW	ASPW	466AYG2415	AS18792	Portable	Re-Program	MTS2000	2							
482	Altamonte Springs PW	ASPW	466AYG2417	AS19047	Portable	Re-Program	MTS2000	2							
483	Altamonte Springs PW	ASPW	466AYW6235	AS19192	Portable	Re-Program	MTS2000	2							
484	Altamonte Springs PW	ASPW	466AYW6236	AS19192	Portable	Re-Program	MTS2000	2							
485	Altamonte Springs PW	ASPW	466AYW6237	AS19193	Portable	Re-Program	MTS2000	2							
486	Altamonte Springs PW	ASPW	466AYW6238	AS19194	Portable	Re-Program	MTS2000	2							
487	Altamonte Springs PW	ASPW	466AYW6239	AS19195	Portable	Re-Program	MTS2000	2							
488	Altamonte Springs PW	ASPW	466AYW6240	AS19197	Portable	Re-Program	MTS2000	2							
489	Altamonte Springs PW	ASPW	466AZA1082		Portable	Re-Program	MTS2000	2							
490	Altamonte Springs PW	ASPW	466AZA1083	AS019247	Portable	Re-Program	MTS2000	2							
491	Altamonte Springs PW	ASPW	466CCJ1124	AS20347	Portable	Re-Program	MTS2000	2							
492	Altamonte Springs PW	ASPW	466CCN2786	AS020382	Portable	Re-Program	MTS2000	2							
493	Altamonte Springs PW	ASPW	466CCW1062	AS20438	Portable	Re-Program	MTS2000	2							
494	Altamonte Springs PW	ASPW	466CCW1850	AS020439	Portable	Re-Program	MTS2000	2							
495	Altamonte Springs PW	ASPW	466CDE0834	AS020544	Portable	Re-Program	MTS2000	2							
496	Altamonte Springs PW	ASPW	466CDL0114	AS020604	Portable	Re-Program	MTS2000	2							

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	Department	Division	SerialNo	BCC ID	Type	Disposition	Make	Model								
1																
497	Altamonte Springs PW	ASPW	466CDL0115	AS020603	Portable	Re-Program	MTS2000	2								
498	Altamonte Springs PW	ASPW	466CDL0388	AS020545	Portable	Re-Program	MTS2000	2								
499	Altamonte Springs PW	ASPW	466CDS0684	AS20687	Portable	Re-Program	MTS2000	2								
500	Altamonte Springs PW	ASPW	466CDS0685	AS20688	Portable	Re-Program	MTS2000	2								
501	Altamonte Springs PW	ASPW	722AXW0047	AS18885	Mobile	Re-Program	MCS2000	1								
502	Altamonte Springs PW	ASPW	722AXW0048	AS018886	Mobile	Re-Program	MCS2000	1								
503	Altamonte Springs PW	ASPW	722AXW0049	AS18887	Mobile	Re-Program	MCS2000	1								
504	Altamonte Springs PW	ASPW	722AXW0050	AS18888	Mobile	Re-Program	MCS2000	1								
505	Altamonte Springs PW	ASPW	722AXW0051	AS18889	Mobile	Re-Program	MCS2000	1								
506	Altamonte Springs PW	ASPW	722AXW0052	AS18890	Mobile	Re-Program	MCS2000	1								
507	Altamonte Springs PW	ASPW	722AXW0053	AS18891	Mobile	Re-Program	MCS2000	1								
508	Altamonte Springs PW	ASPW	722AXW0054	AS018892	Mobile	Re-Program	MCS2000	1								
509	Altamonte Springs PW	ASPW	722AXW0055	AS018893	Mobile	Re-Program	MCS2000	1								
510	Altamonte Springs PW	ASPW	722AXW0056	AS18894	Mobile	Re-Program	MCS2000	1								
511	Altamonte Springs PW	ASPW	722AXW0057	AS18883	Local	Re-Program	MCS2000	1								
512	Altamonte Springs PW	ASPW	722AXW0058	AS018884	Mobile	Re-Program	MCS2000	1								
513	Altamonte Springs PW	ASPW	722AXW0059	AS018895	Mobile	Re-Program	MCS2000	1								
514	Altamonte Springs PW	ASPW	722AXW0060	AS018896	Mobile	Re-Program	MCS2000	1								
515	Altamonte Springs PW	ASPW	722AXW0061	AS18897	Mobile	Re-Program	MCS2000	1								
516	Altamonte Springs PW	ASPW	722AXW0062	AS18898	Mobile	Re-Program	MCS2000	1								
517	Altamonte Springs PW	ASPW	722AXW0063	AS18899	Mobile	Re-Program	MCS2000	1								
518	Altamonte Springs PW	ASPW	722AXW0064	AS018900	Mobile	Re-Program	MCS2000	1								
519	Altamonte Springs PW	ASPW	722AYA0445	AS018996	Mobile	Re-Program	MCS2000	1								
520	Altamonte Springs PW	ASPW	722AYA0702	AS019029	Mobile	Re-Program	MCS2000	1								
521	Altamonte Springs PW	ASPW	722AYA0703		Mobile	Re-Program	MCS2000	1								
522	Altamonte Springs PW	ASPW	722AYA0704	AS018976	Mobile	Re-Program	MCS2000	1								
523	Altamonte Springs PW	ASPW	722AYE0894		Mobile	Re-Program	MCS2000	1								
524	Altamonte Springs PW	ASPW	722AYE0895		Mobile	Re-Program	MCS2000	1								
525	Altamonte Springs PW	ASPW	722CDE1823	AS020546	Portable	Re-Program	MTS2000	1								

AGREEMENT BETWEEN THE CITY OF Longwood AND SEMINOLE COUNTY
FOR COORDINATION OF RESPONSIBILITIES RELATING TO REBANDING OF
THE 800 MHZ PUBLIC SAFETY/EMERGENCY RADIO COMMUNICATIONS SYSTEM

THIS AGREEMENT ("the Agreement") is made and entered into this
6 th day of August, 2007, between the CITY OF
Longwood, a municipality incorporated under the laws of
the State of Florida, whose address is 175 W. Warren Ave., Longwood,
Florida 32750, hereinafter referred to as the "CITY" and SEMINOLE
COUNTY, a political subdivision of the State of Florida, whose address
is Seminole County Services Building, 1101 East First Street, Sanford,
Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, The Board of County Commissioners (the "Board") of
Seminole County, Florida (the "COUNTY") is the Federal Communications
Commission ("FCC") license holder for itself as well as the seven
municipalities in the County and the Sanford Airport Authority rela-
tive to the assigned 800 MHz frequencies reserved for public safety and
emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004
and its Supplemental Order and Order On Reconsideration dated December
22, 2004 (collectively, the "Order") mandated the reconfiguration of
the 800MHz spectrum on a nationwide basis with the objective of
reducing or eliminating interference with public safety communications
systems caused by the collocation of certain special mobile radio
(SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed
systems, including those of CITY as a subscriber operating under
COUNTY'S license, by December 31, 2007 which requires utilization of
outside vendors to alter or replace its entire inventory of emergency
and public safety radios, repeaters, base stations, transmitters, bi-

directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. Term of Agreement. The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the

FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all both COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

Section 3. County Responsibilities.

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY'S license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY'S and COUNTY'S systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both CITY'S and COUNTY'S system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

Section 4. City Responsibilities.

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall constitute be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all of the terms and conditions agreed to by and between COUNTY, its legal advisors, rebanding consultants, Sprint Nextel, the reband-

ing vendors and suppliers, the final Scope of Work and scheduling therefore, decisions of the Transition Administrator.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required time-lines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

Section 5. Reconfiguration Workshop Locations.

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license sub-

scribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

Section 6. Compliance With Laws.

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

Section 7. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 8. Insurance. Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise

maintain a self insurance program.

Section 9. Notice to Parties.

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For CITY:

Sarah M. Mirus, CMC, City Clerk
City of Longwood
175 W. Warren Avenue
Longwood, FL 32750
Telephone Number: 407/ 260-3440

For COUNTY:

Telecommunications Manager
Seminole County Government
1101 East First Street
Sanford, FL 32771
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

Section 10. Equal Opportunity Employment. The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

Section 12. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 13. Alternative Dispute Resolution. Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

Section 14. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Section 15. Modifications, Amendments or Alterations. Except as expressly provided in Sections 5 and 9 of this Agreement, 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 16. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

Section 17. Binding Effect. Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

Section 18. Public Records. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

Section 19. Conflicts Of Interest. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

Section 20. Independent Contractors. The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

Section 21. Severability. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

Section 23. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

Section 24. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:

CITY OF Longwood, FLORIDA

Linda St. Hoff
Deputy City Clerk

By: [Signature]
Mayor

Date: August 14, 2007

Approved as to form and legal sufficiency.

[Signature]
City Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, 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

Exhibit "A"

Exhibit "B"

**REBANDING AGREEMENT
800 MHZ PUBLIC SAFETY/EMERGENCY
RADIO COMMUNICATIONS SYSTEM**

**EXHIBIT "B"
SCOPE OF WORK/SERVICE LOCATIONS**

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS
CASSELBERRY
LAKE MARY
LONGWOOD
OVIEDO
SANDORD
WINTER SPRINGS
SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard

District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)

District 3 - Lake Mary and Lake Emma

District 4 - Oviedo Lockwood and SR/419

District 5 - 436 and Howell Branch

District 6 - Fern Park

District 7 - Hunt Club

Fire Stations – TBD*

*** Other service locations for portables to be determined and negotiated with cities.**

Service Locations: Mobiles and Portables

180 Bush Blvd

419 Fire Training Center

**REBANDING
EXHIBIT "B"**

Seminole County	Fire and Law Enforcement Directory
FIRE STATION	STREET ADDRESS
10 SCFD	9411 Forest City Cove, Altamonte Spgs 32714
11 SCFD	175 Newburyport Av, Altamonte Spgs 32701
12 ASFD	325 Douglas Av, Altamonte Spgs 32714
13 SC Forest City	1240 Hwy 436 W, Forest City 32714
14 SCFD	600 Hattaway Dr, Altamonte Spgs 32701
15 LWFD	301 Warren Av W, Longwood 32750
16 SC Sabal Pt	930 Wekiva Spgs Rd, Longwood , 32779
17 LWFD	400 Wayman St, Longwood 32750
21 CBF	95 Triplet Lake Dr, Casselberry, 32707
22 SC Fern Park	7122 Hwy 17-92 S, Casselberry, 32730
23 SC Goldenrod	4810 Howell Branch Rd, Casselberry, 32792
24 WSFD	102 Moss Road N, Winter Springs, 32708
25 CBF	1055 Red Bug Lake Road, Casselberry, 32707
26 WSFD	850 Northern Way, Winter Springs, 32708
27 SC Red Bug	5280 Red Bug Lake Road, Winter Spgs 32708
28 WSFD	1126 E SR 434, Winter Springs 32708
31 SFD	1303 French Av, Sanford, 32771
32 SFD	3770 Hwy 17-92, Sanford, 32771
33 LMFD	145 E Crystal Lake Ave., Lake Mary 32746
34 SC Paola	4905 Wayside Dr, Sanford, 32771
35 SC 5 Points	201 W County Home Road, Sanford, 32773
36 SC Heathrow	1600 Lake Mary Bl, Lake Mary, 32746
37 SC Lake Mary	235 Rinehart Road, Lake Mary, 32746
37 LMFD	235 Rinehart Road, Lake Mary, 32746
38 SFD	1300 Central Park Dr, Sanford
41 SC Midway	3355 SR 46 E, Sanford, 32771
42 SC Geneva	320 SR 46 E, Geneva, 32732
43 SC Chuluota	110 Seventh St, Chuluota, 32766
44 OFD	42 Central Av S, Oviedo, 32765 ext 651
46 OFD	300 Alexandria Bl, Oviedo, 32765 ext 216
48 OFD	1930 E. Broadway, Oviedo, 32765
51 SC Airport	550 Don Knight Lane, Sanford, 32773
52 SC Airport	500 Don Knight Lane, Sanford, 32773
65 SC UCF	4999 N Orion Blvd, Oviedo , 32765
ORL-SF Airport FD	Orlando-Sanford Airport, Sanford, 32771
POLICE/SHERIFF	STREET ADDRESS
APD	225 Newburyport Av, Altamonte Springs
CPD	4195 US Hwy 17-92 S, Casselberry
LMPD	235 Rinehart Road, Lake Mary
LPD	235 Church Av W, Longwood
OPD	300 Alexandria Bl, Oviedo
SPD	815 French Av S, Sanford
WPD	300 Moss Road N, Winter Springs
SC Sheriff	150 Bush Blvd, Sanford

April 12, 2007

Larry A. Dale, C.M., President and CEO
ORLANDO SANFORD INTERNATIONAL AIRPORT
SANFORD AIRPORT AUTHORITY
1200 Red Cleveland Boulevard
Sanford, Florida 32773

Re: **800 MHz Rebanding Interlocal Agreement**

Dear Mr. Dale:

We have prepared an Interlocal Agreement for your agency specifically for the purpose of the 800MHz Rebanding Program. Rebanding is an FCC funded mandate (Report and Order) that was adopted on July 8, 2004 for "Improving Public Safety Communications in the 800 MHz Band".

Seminole County owns, maintains, and operates an Intergovernmental 800 MHz Radio System as a part of our emergency and general government communications services. This vital resource is shared with all the cities in Seminole County as well as many agencies that provide service in and to our County. The intent of the FCC order is to resolve the interference issues that have been a part of a continuing struggle to provide a reliable and interference free communications band for all Public Safety users.

This is another step in the right direction for this project to be successful. The Rebanding project will require a substantial amount of coordination and cooperation. Every precaution has been taken, and will continue to be taken to ensure and maintain a working communications system during the actual transition. As part of the Rebanding process, it is necessary for the Board of County Commissioners to enter into an Interlocal Agreement with your municipality to set forth terms and conditions associated with this program.

We have previously provided a briefing at the Police and Fire Chief's meetings and will continue to provide all Seminole County Radio System users the time to meet independently with you to review the information, discuss the inventory, answer any questions you may have, and or to discuss the project in more detail.

I have attached a copy of the Interlocal Agreement, Exhibits "A" and "B" and program Overview. Please return an original copy of the agreement after your review and signature.

Sincerely,



Tommy Oliveras, CPM Program Manager
System Transport and Radio Services

CC: Colleen Rotella, BITS Director
Seminole County Sheriff
Fire Chief
Police Chief

407-665-1002 Tommy

"Providing Customers with Technology Services"

**AGREEMENT BETWEEN THE SANFORD AIRPORT AUTHORITY _____ AND
SEMINOLE COUNTY FOR COORDINATION OF RESPONSIBILITIES RELATING TO
REBANDING OF THE 800 MHZ PUBLIC SAFETY/EMERGENCY RADIO COMMUNICATIONS
SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this 5th day of June, 2007, between the **SANFORD AIRPORT AUTHORITY** _____, a Special District incorporated under the laws of the State of Florida, whose address is 1200 Red Cleveland Blvd., Sanford, Florida, 32773, hereinafter referred to as the "**AUTHORITY**" 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 Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of the AUTHORITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utiliza-

tion of outside vendors to alter or replace its entire inventory of emergency and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or AUTHORITY; and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. Term of Agreement. The term of this Agreement begins

upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all both COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

Section 3. County Responsibilities.

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, AUTHORITY and other system subscribers operating under COUNTY'S license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both AUTHORITY'S and COUNTY'S systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for

both AUTHORITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of AUTHORITY and COUNTY, the vendors and consultants who will reconfigure both AUTHORITY's and COUNTY's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and AUTHORITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, AUTHORITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from AUTHORITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with AUTHORITY

regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

Section 4. Authority Responsibilities.

(a) AUTHORITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by AUTHORITY for which reconfiguration funding shall be sought. AUTHORITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) AUTHORITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) AUTHORITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent AUTHORITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all AUTHORITY's system components.

(d) AUTHORITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties neces-

sary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both AUTHORITY and COUNTY. AUTHORITY agrees to and shall be bound by all of the terms and conditions agreed to by and between COUNTY, its legal advisors, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, the final Scope of Work and scheduling therefore, decisions of the Transition Administrator.

(e) AUTHORITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by Authority, as approved by the President and CEO's office. AUTHORITY's share of the reimbursement shall be remitted to AUTHORITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) AUTHORITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

Section 5. Reconfiguration Workshop Locations.

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with AUTHORITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving AUTHORITY to be done at the site closest to its public safety operations. COUNTY may also bring certain

of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. AUTHORITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. AUTHORITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the AUTHORITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

Section 6. Compliance With Laws.

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

Section 7. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a

waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 8. Insurance. Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

Section 9. Notice to Parties.

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For AUTHORITY:

Larry A. Dale, President and CEO
Sanford Airport Authority
1200 Red Cleveland Blvd.
Sanford, Florida 32773
Telephone Number:407-585-4000

For COUNTY:

Telecommunications Manager
Seminole County Government
1101 East First Street
Sanford, FL 32771
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

Section 10. Equal Opportunity Employment. The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

Section 12. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 13. Alternative Dispute Resolution. Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

Section 14. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Section 15. Modifications, Amendments or Alterations. Except as expressly provided in Sections 5 and 9 of this Agreement, 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 16. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor AUTHORITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

Section 17. Binding Effect. Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

Section 18. Public Records. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

Section 19. Conflicts Of Interest. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

Section 20. Independent Contractors. The parties are independent

contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

Section 21. Severability. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

Section 23. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

Section 24. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the AUTHORITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:



LARRY A DALE, President and CEO
Sanford Airport Authority

SANFORD AIRPORT AUTHORITY,
SANFORD, FLORIDA

By: 
G. GEOFFREY LONGSTAFF, Chairman

Date: 6/05/2007

Approved as to form and
legal sufficiency.

Authority Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, 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

Exhibit "A"

Exhibit "B"

EXHIBIT "A"

Inventory of AUTHORITY's 800 MHz equipment needing reconfiguration or replacement

(To be provided by COUNTY and AUTHORITY staff)

205SAA #	SERIAL #	SIM ID #	EMPLOYEE	DEPARTMENT	Private Line #	Make/Model
	722ABN1555	SIACNST 1 M	F. Liberatore	SAA Construction	731793	MCS2000 Model II
1046	466AZL1496	SIAARPT1 M		Control	731631	MTS2000 Model III
1060	466CDJ0129	SIATERMOPS P	OSI OPS Portable	OSI	731795	MTS2000 Model I
1086	205CEA0235	SIACONSTRS 1	SAA CurbMon.	SAA OPS	731808	XTS2500 Model I
1087	205CEA0234	SIACONSTR2 P		SAA OPS	731807	XTS2500 Model I
1131	722AZL0428	SIAOP2 M	M. Wagner	SAA OPS	731641	MCS2000 Model II
1132	722AZL0430	SIAARPT1 M	G. Speake	SAA OPS	731642	MCS2000 Model II
1134	581ARN0321	ARPT 51	ARFF	Station 51 in box	700280	Spectra Mobile w\ head
1264	466AZL1515	SAAMAIN4 P	R. Storer	SAA Maint.	731636	MTS2000 Model II
1271	466AZL1517	SAAMAIN3 P	J Humphrey	SAA Maint.	731628	MTS2000 Model II
1304	466AZL1497	SIAOPO1 P	G. Speake	SAA OPS	731633	MTS2000 Model III
1368	466AZL1520	SAAELEC2 P	K. Taylor	SAA Maint.	731635	MTS2000 Model II
1401	466AZL1494	SIAOPO2 P	M. Wagner	SAA OPS	731632	MTS2000 Model III
1402	466AZL1516	SIAOPO6 P	R. Shea	SAA OPS	731640	MTS2000 Model II
1403	722AZL0427	SIAOPS B	OSI Operation	OSI	731644	MCS2000 Model II
1404	466AZL1522	SIAPOSTB B	Checkpoint Bravo	SAA OPS	731638	MTS2000 Model II
1427	466AZL1521	SAAOPS7 P	D. Hazel	SAA OPS	731646	MTS2000 Model II
1434	466CCN1328	SAASPARE4 P		SAA Maint.	731782	MTS2000 Model III
1435	466CCN1327	SIAADM1 P		SAA Control	731779	MTS2000 Model III
1436	466CCN1363	SIAOP04 P	D. Blake	SAA OPS	731780	MTS2000 Model II
1437	466CCN1264	SIAOP Curb P	OPS Curb Mont	SAA Check Bravo	731781	MTS2000 Model II
1438	466CCN1265	ARFF2 P	ARFF2	ARFF	700284	MTS2000 Model II
1439	466CCN1267	ARFF4 P	C. Ebanks	SAA IT	700392	MTS2000 Model II
1440	466CCN1269	ARFF5 P	ARFF5	ARFF	700482	MTS2000 Model II
1521	466CCN1266	SIAARPTIT 1	J. Crocker	SAA IT	731789	MTS2000 Model II
1522	466CCN1268	SAASPARE3 P		SAA Maint.	731790	MTS2000 Model II
1523	722ACN0323	ARFF B	ARFF Base	ARFF	700258	MCS2000 Model II
1524	722ACN0321	SIAARPT1 B		SAA Admin	731777	MCS2000 Model II
1525	722ACN0322	SIAM B	Maint. Base	SAA Maint.	731776	MCS2000 Model II
1526	722ACN0324	SIA A1 B	L. Dale	SAA President	700256	MCS2000 Model II
1527	722ACN0325	SIAPID M	D. Crews	SAA Admin	731778	MCS2000 Model II
1528	722ACN0326	SIAFIN1 M	B. Garrett	SAA Finance	731775	MCS2000 Model II
1529	722ACN0327	SIAOPO2 M	OPS Truck	SAA OPS	731774	MCS2000 Model II
1542	722AYG0239	ARFF1 M	ARFF1	ARFF	731585	MCS2000 Model II
1544	722AYG0238	ARFF2 M	ARFF2	ARFF	731584	MCS2000 Model II
1550	722AZL0429	SIAMO6 M	M. Lundquist	SAA Maint.	731643	MCS2000 Model II

1555	722AZL0431	SIAOPS1 M	G. Speake	SAA OPS	731645	MCS2000 Model II
1585	466AYE2287	BC51A P	Batt. Chief	ARFF	731586	MTS2000 Model III
1590	466AZL1518	SIAOP05 P	R. Worthington	SAA OPS	731637	MTS2000 Model II
1610	508SCN0340		C-51 Truck	ARFF		Data Modem
1681	466ABG2569	SIAAlpha1 P	S. Entwistle	OSI	731710	MTS2000 Model II
1769	466AZL1498	BC51B P	T. Barnes	ARFF	731630	MTS2000 Model III
1770	466AYE2288	C51 P	J. Shanley	ARFF	731588	MTS2000 Model III
1771	466AYE2282	ARFF01 P	ARFF1	ARFF	731589	MTS2000 Model II
1772	466AYE2281	ARFF03 P	ARFF3	ARFF	731587	MTS2000 Model II
1773	466AZL1493	TR51 P	A. Kracun	ARFF	731634	MTS2000 Model III
1814	466AZL1495	BC51C P	Batt. Chief	ARFF	731639	MTS2000 Model III
1826	722CCU0058	C51 M	C-51 (Truck)	ARFF	731792	MCS2000 Model II
1835	500CEE0033	SIAEOC B	Airport EOC	SAA Control	700855	XTL5000 W4
1846	721CDQ2849	ARFF04 P	ARFF4	ARFF	731805	XTS5000R
1847	500CDL1725	ARFF4 M	ARFF4	ARFF	700822	XTL5000
1851	722CCY2624	SAARFF3 M	ARFF3	ARFF	700810	MCS2000
1853	721CDE2264	C51 P2	J. Shanley	ARFF	700809	XTS5000R
1854	721CDE2263	SIABC51 P2	ARFF	ARFF	700808	XTS5000R
1856	500CEG0308	SIAEOC4 B	LIBRARY	NICE	700864	XTL5000 II W4
1857	500CEG0307	SIAEOC3 B	LIBRARY	NICE	700861	XTL5000 II W4
1858	500CEG0305	SIAEOC5 B	LIBRARY	NICE	700863	XTL5000 II W4
1859	500CEG0309	SIAEOC1 B	LIBRARY	NICE	700860	XTL5000 II W4
1860	500CEG0306	SIAEOC2 B	LIBRARY	NICE	700862	XTL5000 II W4
1861	466ABA0265	SAAMOWER4 P	T. Cole	SAA Maint.	731671	MTS2000 Model I
1863	466ABA0266	SAAMOWER1 P	S. Barrett	SAA Maint.	731674	MTS2000 Model I
1865	466ABA0263	SAAMOWER9 P	K. Shanley	SAA Maint.	731673	MTS2000 Model I
1866	466ABA0268	SAAMOWER6 P	I. Encarnacion	SAA Maint.	731672	MTS2000 Model I
1867	466ABA0262	SAAMOWER7 P	R. Hall	SAA Maint.	731676	MTS2000 Model I
1868	466ABA0260	SAAMOWER2 P	R. Encarnacion	SAA Maint.	731677	MTS2000 Model I
1869	466ABA0259	SAAMOUNT6 P	T. Dunn	SAA Maint.	731668	MTS2000 Model I
1870	466ABA0261	SAAMOWER5 P	S. Mercado	SAA Maint.	731670	MTS2000 Model I
1871	466ABA0264	SAAMOUNT11 P	F. Fowler	SAA Maint.	731667	MTS2000 Model I
1872	466ABA0269	SAAMOUNT5.5 P	J. Fenton	SAA Maint.	731682	MTS2000 Model III
1873	466ABA0270	SIAMSEC3 P	P. Humphrey	SAA OPS	731680	MTS2000 Model II
1874	466ABA0271	SAAOPS3 P	P. Stevens	SAA OPS	700411	MTS2000 Model II
1875	466ABA0272	FAA Tower	FAA Tower	FAA Tower	731681	MTS2000 Model II
1876	466ABA0273	SIAOP_SPARE P	OPS Curb Monitor	SAA OPS	731679	MTS2000 Model II

1877	466ABA0274	SIAFIN2_P	J Taylor	SAA Finance	731678	MTS2000 Model II
1878	722ABA0451	ARFF5_M	ARFF5	ARFF	700397	MCS2000 Model II
1879	722ABA0455	SIAADM_B	ADM. Base	SAA Admin	700150	MCS2000 Model II
1880	722ABA0453	SIAALPHA1_M	L. Dale	SAA Admin	700096	MCS2000 Model II
1881	722ABA0454	TR51_M	TR51 (Truck)	ARFF	700408	MCS2000 Model II
1882	722ABA0452	TK51_M	Tanker 51	ARFF	700225	MCS2000 Model II
1883	722ABA0450	UTIL51_M	ARFF Utility 51	ARFF	700410	MCS2000 Model II
1994	466CCN1056	SAAMAINTE8_P	E. See	SAA Maint.	731784	MTS2000 Model I
1995	466CCN1058	SAAMAINTE9_P	R. Leal	SAA Maint.	731782	MTS2000 Model I
1996	466CCN1054	SAAMAINTE10_P	S. Therre	SAA Maint.	731785	MTS2000 Model I
1997	466CCN1059	SAAMAINTE7_P	E. Definbaugh	SAA Maint.	731786	MTS2000 Model I
1998	466CCN1057	SAAMOWER3_P	Mower 3	SAA Maint.	731787	MTS2000 Model I
1999	466CCN1055	SAAMAINTE5_P	R. Myers	SAA Maint.	731788	MTS2000 Model I
3163	205CFC0407	SAAMOWER8_P	Mower 8	SAA Maint.	710000	XTS2500 Model I
3165	205CFC0409	SAASPARE3_P	D Dunn	SAA Maint.	710001	XTS2500 Model I
3180	500CFH0033	SIAIT1_M	J. Crocker	SAA IT	706095	XTL5000 W4
3181	205CFH0355	SAACONTROL_P	OPS	SAA OPS	706001	XTS2500 Model I
3182	205CFH0356	SIAOPS10_P		SAA OPS	706007	XTS2500 Model I
3183	205CFH1114	SAAECHO4_P	J. Mendez	SAPD	706087	XTS2500 Model III
3184	205CFH1115	SAAECHO5_P	A. Scoular	SAPD	706038	XTS2500 Model III
3185	205CFH1116	SAAECHO1_P	Control Center	SAPD	706054	XTS2500 Model III
3200	721CFV1783	SAALPHA1_P	L. Dale	SAA President	706109	XTS5000R Model III
3202	721CFV1785	SAAOPS1_P	G. Speake	SAA OPS	706108	XTS5000R Model III
3204	721CFV1787	SAACONSTR1_P	F. Liberatore	SAA Construction	706111	XTS5000R Model III
3205	721CFV1788	SAAFOX1_P	B. Garrett	SAA Finance	706107	XTS5000R Model III
3207	205CFV1041	SAAECHO2_P	J. Goslin	SAPD	706113	XTS2500 Model III
3208	205CFV1042	SAAECHO3_P	T. Fuehrer	SAPD	706112	XTS2500 Model III
3201	721CFV1784	SAAADMIN1_P	D. Crews	SAA Admin	706110	XTS5000R Model III
3206	721CFV1789	SAAMAINTE1_P	S. Cole	SAA Maint.	706106	XTS5000R Model III
3212	721CGD1888	SAADISPATCH1_P	D Wheeler	SAA Control	710017	XTS5000R Model II
3216	721CGF0710	SAAMAINTE2_P	R. Hayes	SAA Maint.		XTS5000R Model II
3217	721CGF0709	SAAGRNDIS1_P	R. Green	SAA Maint.		XTS5000R Model II
3218	721CGF0708	SAAELEC1_P	M. Lundquist	SAA Maint.		XTS5000R Model II
3219	256CGF0132		L. Dale (Truck)	SAA President		
3269	205CGR1809	SAAECHO6_P	J. Stinson	SAPD	710001	XTS2500 Model III
	476ABA0000			Administration		MTVA N1671D

	476ABA0001			Administration		MTVA N1671D
	476ABA0002			Administration		MTVA N1671D
	476ABA0005			Administration		MTVA N1671D
	476ABA0003			Operations		MTVA N1671D
	476ABA0004			Maintenance		MTVA N1671D
	476ABA0006			Maintenance		MTVA N1671D
	476CCU0004			C-51 Truck		MTVA N1671D
	476CCU0005			C-51 Truck		MTVA N1671D
	205CGV3925	SAAPDSPARE1_P	H. Herman	SAPD		XTS2500 Model III
3271	205CGV3923	SAAPDSPARE2_P		SAPDSPARE		XTS2500 Model III
		SAAPDSPARE3_P		SAPDSPARE		XTS2500 Model III
3270	205CGT3698	SAAIT3_P	T. Gentry	SAA IT		XTS2500 Model III

1862	466ABA0267	SIAMO6_P	Destroyed-Jim		731669	MTS2000 Model I
1864	466ABA0258	SIAMO8_P	Was Rudy now lost		731675	MTS2000 Model I
3186		SIAM25_P	REPLACED BY URBAN	Lost (Urban)		XTS2500 Model III
3164	205CFC0408	SAASPARE1_P	Destroyed 8/8/DUSTIN	SAA Maint.	731634	XTS2500 Model I
1127	188TXQB729	Out of service		SAA Control		In cabinet
1270	188TXQB730	Out of service		SAA Control		In cabinet
3166	205CFC0410	SAASPARE2_P	D. Dunn	SAA Maint.	710002	XTS2500 Model I

205CFC0410

May 30th, 2007

EXHIBIT "B"

Reconfiguration Work Sites

(To be developed by COUNTY and AUTHORITY staff)

**REBANDING AGREEMENT
800 MHZ PUBLIC SAFETY/EMERGENCY
RADIO COMMUNICATIONS SYSTEM**

**EXHIBIT "B"
SCOPE OF WORK/SERVICE LOCATIONS**

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

**ALTAMONTE SPRINGS
CASSELBERRY
LAKE MARY
LONGWOOD
OVIDO
SANDORD
WINTER SPRINGS
SANFORD AIRPORT AUTHORITY**

Service Locations: Portables only

**District 1 - 100 Bush Boulevard
District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)
District 3 - Lake Mary and Lake Emma
District 4 - Oviedo Lockwood and SR/419
District 5 - 436 and Howell Branch
District 6 - Fern Park
District 7 - Hunt Club
Fire Stations – TBD***

*** Other service locations for portables to be determined and negotiated with cities.**

Service Locations: Mobiles and Portables

**180 Bush Blvd
419 Fire Training Center**

REBANDING
EXHIBIT "B"

Seminole County	
Fire and Law Enforcement Directory	
FIRE STATION	STREET ADDRESS
10 SCFD	9411 Forest City Cove, Altamonte Spgs 32714
11 SCFD	175 Newburyport Av, Altamonte Spgs 32701
12 ASFD	325 Douglas Av, Altamonte Spgs 32714
13 SC Forest City	1240 Hwy 436 W, Forest City 32714
14 SCFD	600 Hattaway Dr, Altamonte Spgs 32701
15 LWFD	301 Warren Av W, Longwood 32750
16 SC Sabal Pt	930 Wekiva Spgs Rd, Longwood , 32779
17 LWFD	400 Wayman St, Longwood 32750
21 CBFD	95 Triplet Lake Dr, Casselberry, 32707
22 SC Fern Park	7122 Hwy 17-92 S, Casselberry, 32730
23 SC Goldenrod	4810 Howell Branch Rd, Casselberry, 32792
24 WSFD	102 Moss Road N, Winter Springs, 32708
25 CBFD	1055 Red Bug Lake Road, Casselberry, 32707
26 WSFD	850 Northern Way, Winter Springs, 32708
27 SC Red Bug	5280 Red Bug Lake Road, Winter Spgs 32708
28 WSFD	1126 E SR 434, Winter Springs 32708
31 SFD	1303 French Av, Sanford, 32771
32 SFD	3770 Hwy 17-92, Sanford, 32771
33 LMFD	145 E Crystal Lake Ave., Lake Mary 32746
34 SC Paola	4905 Wayside Dr, Sanford, 32771
35 SC 5 Points	201 W County Home Road, Sanford, 32773
36 SC Heathrow	1600 Lake Mary Bl, Lake Mary, 32746
37 SC Lake Mary	235 Rinehart Road, Lake Mary, 32746
37 LMFD	235 Rinehart Road, Lake Mary, 32746
38 SFD	1300 Central Park Dr, Sanford
41 SC Midway	3355 SR 46 E, Sanford, 32771
42 SC Geneva	320 SR 46 E, Geneva, 32732
43 SC Chuluota	110 Seventh St, Chuluota, 32766
44 OFD	42 Central Av S, Oviedo , 32765 ext 651
46 OFD	300 Alexandria Bl, Oviedo, 32765 ext 216
48 OFD	1930 E. Broadway, Oviedo, 32765
51 SC Airport	550 Don Knight Lane, Sanford, 32773
52 SC Airport	500 Don Knight Lane, Sanford, 32773
65 SC UCF	4999 N Orion Blvd, Oviedo , 32765
ORL-SF Airport FD	Orlando-Sanford Airport, Sanford, 32771
POLICE/SHERIFF	STREET ADDRESS
APD	225 Newburyport Av, Altamonte Springs
CPD	4195 US Hwy 17-92 S, Casselberry
LMPD	235 Rinehart Road, Lake Mary
LPD	235 Church Av W, Longwood
OPD	300 Alexandria Bl, Oviedo
SPD	815 French Av S, Sanford
WPD	300 Moss Road N, Winter Springs
SC Sheriff	150 Bush Blvd, Sanford

SAP

1200 Red Cleveland Blvd,

**AGREEMENT BETWEEN THE CITY OF OVIEDO AND SEMINOLE COUNTY
FOR COORDINATION OF RESPONSIBILITIES RELATING TO REBANDING OF
THE 800 MHZ PUBLIC SAFETY/EMERGENCY RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this 21st day of May, 2007, between the **CITY OF OVIEDO**, a municipality incorporated under the laws of the State of Florida, whose address is 400 Alexandria Blvd, Oviedo, Florida 32765, hereinafter referred to as the "**CITY**" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United

States thus requiring no monetary outlay or costs incurred by the County or CITY;
and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. Term of Agreement. The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all both COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become neces-

sary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

Section 3. County Responsibilities.

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY's license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for CITY's and COUNTY's systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both City's and County's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to affect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all

of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

Section 4. City Responsibilities.

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall consti-

tutes be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that is central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all City's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all of the terms and conditions agreed to by and between COUNTY, its legal advisors, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, the final Scope of Work and scheduling therefore, decisions of the Transition Administrator.

(e) City's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. City's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order

True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

Section 5. Reconfiguration Workshop Locations.

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

Section 6. Compliance With Laws.

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

Section 7. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 8. Insurance. Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

Section 9. Notice to Parties.

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For CITY:

Lars White, Fire Chief
City of Oviedo
400 Alexandria Blvd
Oviedo, Florida 32765
Telephone Number: 407-971-5611

For COUNTY:

Telecommunications Manager
Seminole County Government
1101 East First Street
Sanford, FL 32771
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

Section 10. Equal Opportunity Employment. The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

Section 12. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 13. Alternative Dispute Resolution. Disputes between the

parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

Section 14. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Section 15. Modifications, Amendments or Alterations. Except as expressly provided in Sections 5 and 9 of this Agreement, 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 16. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

Section 17. Binding Effect. Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

Section 18. Public Records. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to excep-

tions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

Section 19. Conflicts Of Interest. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

Section 20. Independent Contractors. The parties are independent contractors and are not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

Section 21. Severability. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect

the construction of interpretation hereof.

Section 23. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

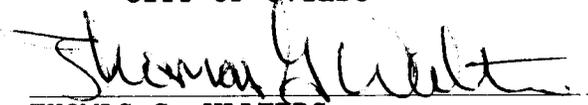
Section 24. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

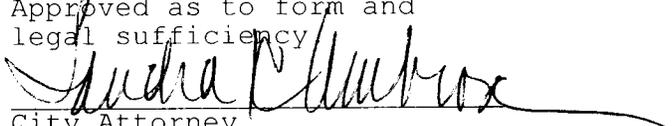
Section 25. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

ATTEST:


BARBARA J. BARBOUR
CITY CLERK

CITY OF OVIEDO

THOMAS G. WALTERS
MAYOR of the City of Oviedo, Florida

Approved as to form and
legal sufficiency

City Attorney

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
CARLTON HENLEY, Chairman

Date: _____



For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

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

Exhibit "A"

Exhibit "B"

EXHIBIT "A"

Inventory of CITY's 800 MHz equipment needing reconfiguration or
replacement

(To be provided by COUNTY and CITY staff)

EXHIBIT "B"
SCOPE OF WORK/SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace,
re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS
CASSELBERRY
LAKE MARY
LONGWOOD
OVIDO
SANDORD
WINTER SPRINGS
SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard
District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)
District 3 - Lake Mary and Lake Emma
District 4 - Oviedo Lockwood and SR/419
District 5 - 436 and Howell Branch
District 6 - Fern Park
District 7 - Hunt Club
Fire Stations - TBD*

* Other service locations for portables to be determined and
negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd
419 Fire Training Center

RESOLUTION 07-1797

“A RESOLUTION OF THE CITY OF CASSELBERRY, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF CASSELBERRY AND SEMINOLE COUNTY FOR COORDINATION OF RESPONSIBILITIES RELATING TO REBANDING OF THE 800 MHZ PUBLIC SAFETY/EMERGENCY RADIO COMMUNICATIONS SYSTEM; PROVIDING FOR CONFLICTS, SEVERABILITY AND EFFECTIVE DATE.”

WHEREAS, the City of Casselberry wishes to enter into an Agreement with Seminole County to provide for improving public safety communications in the 800 MHz band in response to the FCC funded mandate,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF CASSELBERRY, FLORIDA, AS FOLLOWS:

SECTION I. That the Agreement, as set forth in Exhibit A, is attached hereto and incorporated herein by reference, between the City of Casselberry and Seminole County.

SECTION II. The Mayor of the City of Casselberry is hereby authorized to execute said Agreement for and on behalf of the City of Casselberry.

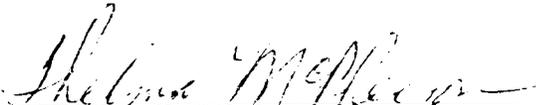
SECTION III. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION IV. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effects of any other Section or part of this Resolution.

SECTION V. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 25th Day of June, 2007

ATTEST:



Thelma McPherson
City Clerk



Bob Goff
Mayor



BUSINESS INNOVATION AND TECHNOLOGY SERVICES

April 12, 2007

Barbara Lipscomb, City Manager
CITY OF CASSELBERRY
95 Triplet Lake Drive
Casselberry, FL 32707

Re: **800 MHz Rebanding Interlocal Agreement**

Dear Ms. Lipscomb:

We have prepared an Interlocal Agreement for your agency specifically for the purpose of the 800MHz Rebanding Program. Rebanding is an FCC funded mandate (Report and Order) that was adopted on July 8, 2004 for "Improving Public Safety Communications in the 800 MHz Band".

Seminole County owns, maintains, and operates an Intergovernmental 800 MHz Radio System as a part of our emergency and general government communications services. This vital resource is shared with all the cities in Seminole County as well as many agencies that provide service in and to our County. The intent of the FCC order is to resolve the interference issues that have been a part of a continuing struggle to provide a reliable and interference free communications band for all Public Safety users.

This is another step in the right direction for this project to be successful. The Rebanding project will require a substantial amount of coordination and cooperation. Every precaution has been taken, and will continue to be taken to ensure and maintain a working communications system during the actual transition. As part of the Rebanding process, it is necessary for the Board of County Commissioners to enter into an Interlocal Agreement with your municipality to set forth terms and conditions associated with this program.

We have previously provided a briefing at the Police and Fire Chief's meetings and will continue to provide all Seminole County Radio System users the time to meet independently with you to review the information, discuss the inventory, answer any questions you may have, and or to discuss the project in more detail.

I have attached a copy of the Interlocal Agreement, Exhibits "A" and "B" and program Overview. Please return an original copy of the agreement after your review and signature.

Sincerely,

Tommy Oliveras, CPM Program Manager
System Transport and Radio Services

CC: Colleen Rotella, BITS Director
Seminole County Sheriff
Fire Chief
Police Chief

"Providing Customers with Technology Services"

OVERVIEW

The 800 MHz Reconfiguration Program

Public safety radio systems—those used by police, firefighters, emergency medical technicians, and other systems operating on the 800 MHz Band—have been experiencing increasing levels of interference and “dead zones” as a result of commercial wireless carriers operating in the same or adjacent spectrum bands. Reconfiguration is designed to alleviate this interference by spectrally separating the two types of systems. The 800 MHz reconfiguration program is part of the FCC’s plan to promote safety and protect the lives of first responders and other emergency personnel by addressing the harmful interference to public safety communication systems operating in the 800 MHz Band. 800 MHz Transition Administrator, LLC (TA, LLC) is the Transition Administrator (TA) for the reconfiguration of the 800 MHz Band mandated by the FCC.

Who needs to reconfigure in the 800 MHz Band?

Many 800 MHz systems, including public safety, critical infrastructure industries (CII), private business (B/ILT), and commercial (SMR) systems operating at 806-824 MHz/851-869 MHz will be required to relocate with the following general guidelines:

- Licensees in the 806-809 MHz/851-854 MHz Band (Channels 1-120) will be relocated.
 - NPSPAC licensees in the 821-824 MHz/866-869 MHz Band will be relocated.
 - Certain licensees in the newly created “Expansion” Band and “Guard” Band will have the option of relocating.
 - Enhanced Specialized Mobile Radio (ESMR) operators, such as Sprint Nextel, will be relocated.
- In addition, there are alternative band plans affecting the Expansion, Guard, and ESMR bands for an area in the Southeastern Region of the United States and also for the Atlanta area.

Regional Prioritization Plan

The TA developed the Regional Prioritization Plan (RPP) that lists the order in which the 55 National Public Safety Planning Advisory Committee (NPSPAC) regions will start the process of reconfiguration in the 800 MHz Band in the United States.

- The RPP contains four reconfiguration “Waves” or groups of NPSPAC regions, and the reconfiguration schedule for each Wave.
- Each Wave consists of two “Stages”: Stage 1 includes Channels 1-120 or the non-NPSPAC Channels which reconfigure first; and Stage 2 includes NPSPAC Channels which reconfigure after Channels 1-120. For more information on the RPP, or to determine to which Wave you belong to, visit the Tools section of the TA’s website.

Reconfiguration Costs

Sprint Nextel is generally responsible for the cost of relocating all affected 800 MHz incumbents to new spectrum with comparable facilities to those presently in use. Per the FCC, comparable facilities are those that provide the same level of service as the incumbent’s existing facilities, including: equivalent channel capacity; equivalent signaling capability, baud rate and access time; coextensive geographic coverage; and equivalent operating costs. Licensees must certify that cost estimates are the “minimum necessary” to provide facilities comparable to those presently in use. To ensure that adequate funding is available for the entire 800 MHz reconfiguration, the FCC has required Sprint Nextel to secure irrevocable letters of credit in the amount of \$2.5 billion and commit to providing additional funding if necessary. Generally, costs that are reasonable, prudent, and directly related to obtaining comparable facilities to those presently in use are reimbursable. Upon review and approval of the licensee’s Request for Planning Funding or Cost Estimate pursuant to a Frequency Reconfiguration Agreement by Sprint Nextel and the TA, Sprint Nextel will initiate steps for payment of these upon the receipt of an invoice and approval by the licensee.

Negotiations

Reconfiguring 800 MHz licensees are required to negotiate the specifics of their reconfigurations with Sprint Nextel directly. There is a three-month voluntary negotiation period for Stage 1 (Channels 1-120) licensees that begin at the start of each “Wave,” followed by a three-month mandatory negotiation period. The start of negotiations for Stage 2 licensees (on NPSPAC Channels) is dependent on the completion of the reconfiguration for Stage 1. If the licensee and Sprint Nextel do not reach an agreement by the end of the mandatory negotiation period, they will enter mediation as outlined in the Alternative Dispute Resolution (ADR) Plan (<http://www.800ta.org/content/PDF/policy/ADRPlan.pdf>), wherein the TA will mediate the negotiation of an agreement between the licensee and Sprint Nextel. The TA will refer the matter to the FCC if not resolved at the end of the ADR process. For further guidance on reconfiguration, please visit their website (www.800TA.org).

“Providing Customers with Technology Services”

**AGREEMENT BETWEEN THE CITY OF CASSELBERRY, FLORIDA
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES
RELATING TO REBANDING OF THE 800 MHz PUBLIC SAFETY/EMERGENCY
RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this _____ day of _____, 2007, between the CITY OF CASSELBERRY, FLORIDA, a municipality incorporated under the laws of the State of Florida, whose address is 95 Lake Triplet Drive, Casselberry, Florida 32707, hereinafter referred to as the "CITY" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency

and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. Term of Agreement. The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for

such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

Section 3. County Responsibilities.

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY'S license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY'S and COUNTY'S systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both

CITY's and COUNTY's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to

the subject matter of this Agreement.

Section 4. City Responsibilities.

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint

Nextel, the rebanding vendors and suppliers, and the FCC and/or its Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

Section 5. Reconfiguration Workshop Locations.

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

Section 6. Compliance With Laws.

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

Section 7. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 8. Insurance. Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or

reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

Section 8. Notice to Parties.

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For CITY:

John Pavlis, Chief of Police
City of Casselberry
4195 S. U.S. Hwy 17-92
Casselberry, Florida 32707
Telephone Number: 407-262-7716

For COUNTY:

Telecommunications Manager
Seminole County Government
1101 East First Street
Sanford, FL 32771
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

Section 10. Equal Opportunity Employment. The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

Section 12. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 13. Alternative Dispute Resolution. Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

Section 14. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Section 15. Modifications, Amendments or Alterations. Except as expressly provided in Sections 5 and 9 of this Agreement, 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 16. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

Section 17. Binding Effect. Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

Section 18. Public Records. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

Section 19. Conflicts Of Interest. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

Section 20. AGENCY RELATIONSHIP. The parties recognize that the unique circumstances of the rebanding project, the CITY's status as a subscriber under COUNTY's FCC license and the Order itself compel the COUNTY to act in an agency capacity on behalf of CITY for purposes of implementing the rebanding program. Accordingly, such agency relationship is hereby agreed to by both parties for the limited purposes

envisioned by this Agreement. Such agency relationship shall not extend to any other matters beyond the 800 MHz rebanding.

Section 21. Severability. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

Section 23. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

Section 24. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

(SIGNATURES ON FOLLOWING PAGE)

ATTEST:

Helena McPherson
City Clerk

CITY OF CASSELBERRY, FLORIDA

By: [Signature]

Date: June 25, 2007

Approved as to form and legal sufficiency.

Colin Reese
City Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

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

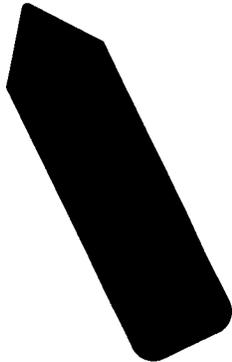


Exhibit "A" - Inventory of 800 MHz Equipment to be rebanded

Exhibit "B" - Service Locations

EXHIBIT "A"

Inventory of CITY's 800 MHz equipment needing reconfiguration or
replacement

Provided by COUNTY, refer to attachment

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
2	Casselberry Fire	Station 21	270AXJ0024	R121_M	700263	CFD	Mobile	Replace	Spectra	3	HEAD
3	Casselberry Fire	Station 21	466AAW2961	C21_SPR_P	700722	2	Portable	Re-Program	MTS2000	3	C 21 SPARE
4	Casselberry Fire	Station 21	466AAW2962	CE_BLDG3_P	700721	3	Portable	Re-Program	MTS2000	3	CE BLDG # 3
5	Casselberry Fire	Station 21	466AUL3756	CE_BLDG7_P	700047	CB04340	Portable	Re-Program	MTS2000	3	CE BLDG # 7
6	Casselberry Fire	Station 21	466AUL3760	CE_BLDG5_P	700038	CB04341	Portable	Re-Program	MTS2000	3	CE BLDG # 5
7	Casselberry Fire	Station 21	466AUL3761	CB_FIRESPR_P1	700036	CB04342	Portable	Re-Program	MTS2000	3	SPARE 1
8	Casselberry Fire	Station 21	466AUL3763	CB_FIRESPR_P4	700042	9	Portable	Re-Program	MTS2000	3	SPARE 4
9	Casselberry Fire	Station 21	466AUL3764	CB_FIRESPR_P2	700044	8	Portable	Re-Program	MTS2000	3	SPARE 2
10	Casselberry Fire	Station 21	466AUL3765	CE_BLDG1_P	700051	CFD	Portable	Re-Program	MTS2000	3	CE BLDG # 1
11	Casselberry Fire	Station 21	466AUL4753	CB_FIRESPR_P5	700045	35	Portable	Re-Program	MTS2000	3	SPARE 5
12	Casselberry Fire	Station 21	466AVE4166	CB_FIRESPR_P6	700077	6	Portable	Re-Program	MTS2000	3	SPARE 6
13	Casselberry Fire	Station 21	466AYE2677	CE_BLDG2_P	700351	CB13001	Portable	Re-Program	MTS2000	3	CE BLDG # 2
14	Casselberry Fire	Station 21	466AYW7014	CE_BLDG4_P	700383	CB13251	Portable	Re-Program	MTS2000	3	CE BLDG # 4
15	Casselberry Fire	Station 21	466AZW5715	CE_BLDG6_P	700622	CB13500	Portable	Re-Program	MTS2000	3	CE BLDG # 6
16	Casselberry Fire	Station 21	481AUL0056	STA21_B	700052	CFD	Base Lo	Replace	Maxtrac	1	Public Safety
17	Casselberry Fire	Station 21	481AUL0349	CBFD_ADMIN	700064	CFD	Mobile	Replace	Maxtrac	1	Public Safety
18	Casselberry Fire	Station 21	500CEE0058	CBF	700857	CB	Mobile	Re-Program	XTL5000	3	
19	Casselberry Fire	Station 21	500CFH2321	R21_M	700053	CB14825	Mobile	Re-Program	XTL5000	2	R 21 DUAL HEAD
20	Casselberry Fire	Station 21	500CFX0561	BC21_M	700982	CB14970	Mobile	Re-Program	XTL5000	2	BAT 21
21	Casselberry Fire	Station 21	500CFX1207	CB700919	700919	CB14971	Mobile	Re-Program	XTL5000	2	Head
22	Casselberry Fire	Station 21	581AVQ0208	CASS_EOC	700117	CFD	Base Lo	Replace	Spectra	2	Public Safety
23	Casselberry Fire	Station 21	604AUL0496	CBF700060	700060	CFD	Mobile	Replace	Spectra	3	Was Battalion 21
24	Casselberry Fire	Station 21	604AUL0554	E121_M	700058	CFD	Mobile	Replace	Spectra	3	spare Engine 121
25	Casselberry Fire	Station 21	604AUL0555	CB_FIRESPR_M3	700057	CFD	Mobile	Replace	Spectra	3	SPARE 3
26	Casselberry Fire	Station 21	678ATC0350	STA21_P2	700324	1	Portable	Replace	STX	3	BN21
27	Casselberry Fire	Station 21	721CDE3160	R21_DRIVER_P	700806	CB14375	Portable	Re-Program	XTS5000	3	Rescue 21 Driver
28	Casselberry Fire	Station 21	721CDE3161	ST21_P	700807	CB14376	Portable	Re-Program	XTS5000	3	Station 21 Portable
29	Casselberry Fire	Station 21	721CEA3266	BC21A_P	700843	CB14551	Portable	Re-Program	XTS5000	3	Crabtree
30	Casselberry Fire	Station 21	721CEA3267	BC21B_P	700842	CB14553	Portable	Re-Program	XTS5000	3	Morris
31	Casselberry Fire	Station 21	721CEA3268	BC21C_P	700841	CB14552	Portable	Re-Program	XTS5000	3	Lavgensen

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
32	Casselberry Fire	Station 21	721CEA3269	E21LT_P	700839	CB14554	Portable	Re-Program	XTS5000	3	Engine 21 LT
33	Casselberry Fire	Station 21	721CEA3270	E21_DRIVER_P	700838	CB14555	Portable	Re-Program	XTS5000	3	DRIVER
34	Casselberry Fire	Station 21	721CEA3271	E21JUMPSEAT_P	700844	CB14557	Portable	Re-Program	XTS5000	3	E 21 JUMPSEAT
35	Casselberry Fire	Station 21	721CEA3272	R21_OFFICER_P	700840	CB14556	Portable	Re-Program	XTS5000	3	Rescue 21 Officer
36	Casselberry Fire	Station 21	721CFX0518	F11720_P	700520	CB14966	Portable	Re-Program	XTS5000	3	20
37	Casselberry Fire	Station 21	721CFX0519	FM1721_P	700674	CB14968	Portable	Re-Program	XTS5000	3	21
38	Casselberry Fire	Station 21	721CFX0520	CBF_CMDSR_P	700679	CB14969	Portable	Re-Program	XTS5000	3	SPARE
39	Casselberry Fire	Station 21	721CFX0522	DC21_P	700519	CB14964	Portable	Re-Program	XTS5000	3	21
40	Casselberry Fire	Station 21	721CFX0523	TR21_P	700702	CB14965	Portable	Re-Program	XTS5000	3	TRAINING 21
41	Casselberry Fire	Station 21	721CFX0524	C21_P	700620	CB14963	Portable	Re-Program	XTS5000	3	CHIEF 21
42	Casselberry Fire	Station 21	722AAW1714	C21_M	700724	4	Mobile	Re-Program	MCS2000	2	Fire chief
43	Casselberry Fire	Station 21	722AAW1715	E21_M	700725	5	Mobile	Re-Program	MCS2000	2	Engine 21
44	Casselberry Fire	Station 21	722AAW1716	TR21_M	700723	6	Mobile	Re-Program	MCS2000	2	TRAINING 21
45	Casselberry Fire	Station 21	722ACA1794	DC21_M	700143	CB14098	Mobile	Re-Program	MCS2000	2	DC 21
46	Casselberry Fire	Station 25	466AUL3757	CB_FIRESR_P8	700048	3	Portable	Re-Program	MTS2000	3	SPARE 8
47	Casselberry Fire	Station 25	466AUL3758	CB_FIRESR_P9	700049	4	Portable	Re-Program	MTS2000	3	SPARE 9
48	Casselberry Fire	Station 25	466AUL3759	0	700050	CB04337	Portable	Re-Program	MTS2000	3	SPARE 10
49	Casselberry Fire	Station 25	466AUL3762			CS4343	Portable	Re-Program	MTS2000	3	SPARE 11
50	Casselberry Fire	Station 25	466AUL4752	1	700046	6	Portable	Re-Program	MTS2000	3	SPARE 12
51	Casselberry Fire	Station 25	466AVE4165	2	700078	5	Portable	Re-Program	MTS2000	3	SPARE 3
52	Casselberry Fire	Station 25	466AVE4167	CB_FIRESR_P3	700079	4	Portable	Re-Program	MTS2000	3	SPARE 13
53	Casselberry Fire	Station 25	466AYW7013	3	700382	CB13250	Portable	Re-Program	MTS2000	3	SPARE 7
54	Casselberry Fire	Station 25	466CCQ1665	CB_FIRESR_P7	700699	CB14272	Portable	Re-Program	MTS2000	3	Public Safety
55	Casselberry Fire	Station 25	481AUL0057	STA25_B	700054	CFD	Base Lo	Replace	Maxtrac	1	Head
56	Casselberry Fire	Station 25	500CFX1208	R25_M	700983	CB14972	Mobile	Re-Program	XTL5000	2	REMOVED
57	Casselberry Fire	Station 25	581AVY0396			5	Mobile	Replace	Spectra	3	REMOVED
58	Casselberry Fire	Station 25	604AUL0552			CFD	Mobile	Replace	Spectra	3	REMOVED
59	Casselberry Fire	Station 25	604AUL0553	CB_FIRESR_M4	700062	8	Mobile	Replace	Spectra	3	SPARE 4
60	Casselberry Fire	Station 25	604AUL0556			1	Mobile	Replace	Spectra	3	SPARE 4
61	Casselberry Fire	Station 25	604AUL0557	R125_M	700055	CFD	Mobile	Replace	Spectra	3	125

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
62	Casselberry Fire	Station 25	678ATG0332	STA25_P1	700325	5	Portable	Replace	STX	3	
63	Casselberry Fire	Station 25	721CFM6597	P	700230	CBFD	Portable	Re-Program	XTS5000	3	OFFICER
64	Casselberry Fire	Station 25	721CFM6598	TW25_DRIVER_P	700231	CBFD	Portable	Re-Program	XTS5000	3	DRIVER
65	Casselberry Fire	Station 25	721CFM6599	E25_JUMP1_P	700233	CB14819	Portable	Re-Program	XTS5000	3	1
66	Casselberry Fire	Station 25	721CFM6600	TW25_JUMP2_P	700235	CBFD	Portable	Re-Program	XTS5000	3	TOWER JUMP 2
67	Casselberry Fire	Station 25	721CFM6601	R25_OFFICER_P	700237	CB14821	Portable	Re-Program	XTS5000	3	OFFICER
68	Casselberry Fire	Station 25	721CFM6602	R25_DRIVER_P	700238	CB14820	Portable	Re-Program	XTS5000	3	DRIVER
69	Casselberry Fire	Station 25	721CFM6603	R25_JUMP_P	700270	CBFD	Portable	Re-Program	XTS5000	3	RESCUE 25 JUMP
70	Casselberry Fire	Station 25	721CFX0521	F11725_P	700437	CB14967	Portable	Re-Program	XTS5000	3	25
71	Casselberry Fire	Station 25	722AYY1716	TW25_M	700385	6	Mobile	Re-Program	MCS2000	2	TOWER 25
72	Casselberry Fire	Station 25	722AYY1717	E25_M	700384	CB13267	Mobile	Re-Program	MCS2000	2	ENGINE 25
73	Police	CBPD	466ABA2732	CBSPR05_P	704735	CB13819	Portable	Re-Program	MTS2000	2	BAUER
74	Police	CBPD	466ABC4325	CB695_P	704736	CB13820	Portable	Re-Program	MTS2000	2	
75	Police	CBPD	466ABL4366	CBSPR01_P	704733	CB13946	Portable	Re-Program	MTS2000	2	
76	Police	CBPD	466ABW1797	CBSPR02_P	704734	CB14103	Portable	Re-Program	MTS2000	2	
77	Police	CBPD	466ABW1798	CBSPR03_P	704663	CB14101	Portable	Re-Program	MTS2000	2	
78	Police	CBPD	466ABW1799	CBSPR04_P	704732	CB14102	Portable	Re-Program	MTS2000	2	Vess
79	Police	CBPD	466AWL0175	CB626_P	704541	21858	Portable	Re-Program	MTS2000	2	Fossellius
80	Police	CBPD	466AWL0176	CB692_P	704542	21867	Portable	Re-Program	MTS2000	2	Shurway
81	Police	CBPD	466AWL0177	CB699_P	704543	21874	Portable	Re-Program	MTS2000	2	Pooley
82	Police	CBPD	466AWL0178	CB605_P	704544	21856	Portable	Re-Program	MTS2000	2	
83	Police	CBPD	466AWL0179	CB704545_P	704545	21877	Portable	Re-Program	MTS2000	2	
84	Police	CBPD	466AWL0180	CB690_P	704546	21863	Portable	Re-Program	MTS2000	2	Khounphixay
85	Police	CBPD	466AWL0181	CB687_P	704547	21876	Portable	Re-Program	MTS2000	2	Pamatian
86	Police	CBPD	466AWL0182	CB631_P	704548	21875	Portable	Re-Program	MTS2000	2	Marah
87	Police	CBPD	466AWL0183	CB_PAPA96_P	704549	21880	Portable	Re-Program	MTS2000	2	Mulligan
88	Police	CBPD	466AWL0184	CB673_P	704550	21870	Portable	Re-Program	MTS2000	2	Penderson
89	Police	CBPD	466AWL0185	CB679_P	704551	21862	Portable	Re-Program	MTS2000	2	A Nas
90	Police	CBPD	466AWL0186	CB674_P	704552	21887	Portable	Re-Program	MTS2000	2	Munn
91	Police	CBPD	466AWL0187	CB700_P	704553	21879	Portable	Re-Program	MTS2000	2	Comm Center

INVENTORY-CASSELBERRY

A	B	C	D	E	F	G	H	I	J	K
Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
1	Police	466AWL0188	CBSPR06_P	704554	21886	Portable	Re-Program	MTS2000	2	
92	Police	466AWL0189	CB_PAPA97_P	704555	21864	Portable	Re-Program	MTS2000	2	Warren
93	Police	466AWL0190	CBK643_P	704556	21885	Portable	Re-Program	MTS2000	2	A. Shurdom
94	Police	466AWL0191	CB671_P	704557	21860	Portable	Re-Program	MTS2000	2	Aguilera
95	Police	466AWL0192	CB685_P	704558	21865	Portable	Re-Program	MTS2000	2	Thomas
96	Police	466AWL0193	CB691_P	704559	21890	Portable	Re-Program	MTS2000	2	Carraway
97	Police	466AWL0194	CBCS5_P	704560	21869	Portable	Re-Program	MTS2000	2	BOUTWELL
98	Police	466AWL0195	CB6101_P	704561	21889	Portable	Re-Program	MTS2000	2	Tucker
99	Police	466AWL0196	CB704562_P	704562	21883	Portable	Re-Program	MTS2000	2	
100	Police	466AWL0197	CB6100_P	704563	21871	Portable	Re-Program	MTS2000	2	J Nas
101	Police	466AWL0198	CB704564_P	704564	21881	Portable	Re-Program	MTS2000	2	Donovan
102	Police	466AWL0199	CB667_P	704565	21888	Portable	Re-Program	MTS2000	2	BRADDY
103	Police	466AWL0200	CB635_P	704566	21873	Portable	Re-Program	MTS2000	2	Daniels
104	Police	466AWL0201	CB678_P	704567	21878	Portable	Re-Program	MTS2000	2	Hernandez
105	Police	466AWL0202	CB612_P	704568	21855	Portable	Re-Program	MTS2000	2	J. Catlier
106	Police	466AWL0203	CB683_P	704569	21884	Portable	Re-Program	MTS2000	2	McConologue
107	Police	466AWL0204	CBK654_P	704570	21861	Portable	Re-Program	MTS2000	2	Fugate
108	Police	466AWL0205	CB6103_P	704571	21868	Portable	Re-Program	MTS2000	2	Martin
109	Police	466AWL0206	CB697_P	704573	21859	Portable	Re-Program	MTS2000	2	Carr
110	Police	466AWL0207	CB686_P	704572	21857	Portable	Re-Program	MTS2000	2	OFC MILLER
111	Police	466AWL0208	CB619_P	704574	21872	Portable	Re-Program	MTS2000	2	Mittan
112	Police	466AWL0209	CBCOMM01_P	704575	21882	Portable	Re-Program	MTS2000	2	Comm Center
113	Police	466AWL0210	CBCS6_P	704576	21866	Portable	Re-Program	MTS2000	2	MC DONALD
114	Police	466AWL0211	CB423_P	704529	21893	Portable	Re-Program	MTS2000	3	Goodman
115	Police	466AWL0213	CB416_P	704531	21897	Portable	Re-Program	MTS2000	2	M. Johnson
116	Police	466AWL0214	CB544_P	704532	21895	Portable	Re-Program	MTS2000	3	Ball
117	Police	466AWL0215	CB521_P	704533	21891	Portable	Re-Program	MTS2000	3	Eichhorn
118	Police	466AWL0216	CB524_P	704534	21896	Portable	Re-Program	MTS2000	3	Mellon
119	Police	466AWL0217	CB203_P	704535	21898	Portable	Re-Program	MTS2000	3	Ruf
120	Police	466AWL0218	CB832_P	704536	21900	Portable	Re-Program	MTS2000	3	Stewart
121	Police									

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
122	Police	CBPD	466AWL0219	CB520_P	704537	21899	Portable	Re-Program	MTS2000	3	Schaefer
123	Police	CBPD	466AWL0220	CB411_P	704538	21894	Portable	Re-Program	MTS2000	3	Toole
124	Police	CBPD	466AXG2610	CB664_P	704650	8	Portable	Re-Program	MTS2000	3	W. Nas
125	Police	CBPD	466AXG2611	CB808_P	704647	CB04749	Portable	Re-Program	MTS2000	3	Pleasants
126	Police	CBPD	466AXG2612	CB551_P	704648	0	Portable	Re-Program	MTS2000	3	Pamatian
127	Police	CBPD	466AXG2613	CB661_P	704649	CB04751	Portable	Re-Program	MTS2000	3	Nelson
128	Police	CBPD	466AXL3465	CB457_P	704682	7	Portable	Re-Program	MTS2000	2	CCIB
129	Police	CBPD	466AXL3466	CB656_P	704683	8	Portable	Re-Program	MTS2000	2	Moats
130	Police	CBPD	466AXL3467	CB439_P	704685	9	Portable	Re-Program	MTS2000	2	G. Simpson
131	Police	CBPD	466AXL3468	CBSPR07_P	704686	CB04940	Portable	Re-Program	MTS2000	2	Bosa
132	Police	CBPD	466AXL3469	CBA1_P	704687	CB04941	Portable	Re-Program	MTS2000	2	White
133	Police	CBPD	466AXL3470	CBA1SPR_P	704688	CB04942	Portable	Re-Program	MTS2000	2	
134	Police	CBPD	466AYN1940	CB830_P	704711	CB13129	Portable	Re-Program	MTS2000	3	Mulson
135	Police	CBPD	466AYN1941	CB529_P	704712	CB13130	Portable	Re-Program	MTS2000	3	McBurney
136	Police	CBPD	466AYN1942	CB506_P	704713	CB13131	Portable	Re-Program	MTS2000	3	Stein
137	Police	CBPD	466AYS4426	CBA6_P	704714	CB13143	Portable	Re-Program	MTS2000	2	HEFLIN
138	Police	CBPD	466AZC2318	CB252_P	704717	CB13309	Portable	Re-Program	MTS2000	2	CHIEF
139	Police	CBPD	466AZC2319	CB807_P	704715	CB13310	Portable	Re-Program	MTS2000	2	LT SANDRIDGE
140	Police	CBPD	466AZC2320	CB698_P	704718	CB13312	Portable	Re-Program	MTS2000	2	Thomas
141	Police	CBPD	466AZC2321	CB696_P	704716	CB13311	Portable	Re-Program	MTS2000	2	Fossellius
142	Police	CBPD	466AZW6055	CB976_P	704723	CB13505	Portable	Re-Program	MTS2000	2	Zorn
143	Police	CBPD	466AZW6056	CB646_P	704724	CB13504	Portable	Re-Program	MTS2000	2	Napier
144	Police	CBPD	466AZW6057	CB625_P	704727	CB13501	Portable	Re-Program	MTS2000	2	Brown
145	Police	CBPD	466AZW6058	CBCA01_P	704726	CB13502	Portable	Re-Program	MTS2000	2	Analyst
146	Police	CBPD	466AZW6059	CB704725_P	704725	CB13503	Portable	Re-Program	MTS2000	2	
147	Police	CBPD	481SWH5264	CBV188_C	704522	22382	Mobile	Replace	Maxtrac	1	
148	Police	CBPD	481SWH5268	CBV143_C	704519	22385	Mobile	Replace	Maxtrac	1	VEH 143
149	Police	CBPD	481SWH5270	CBV704502_C	704502	22387	Mobile	Replace	Maxtrac	1	
150	Police	CBPD	481SWH5272	CBV122_C	704528	22396	Mobile	Replace	Maxtrac	1	
151	Police	CBPD	481SWH5273	CBV112_C	704504	22393	Mobile	Replace	Maxtrac	1	

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
152	Police	CBPD	481SWH5277	CBV095_C	704509	22379	Mobile	Replace	Maxtrac	1	
153	Police	CBPD	481SWH5279	CBV123_C	704511	22386	Mobile	Replace	Maxtrac	1	
154	Police	CBPD	481SWH5286	CBV116_C	704517	22388	Mobile	Replace	Maxtrac	1	
155	Police	CBPD	481SWH5289	CBV157_C	704516	22383	Mobile	Replace	Maxtrac	1	VEH 157
156	Police	CBPD	481SWH5298	CBV190_C	704525	22381	Mobile	Replace	Maxtrac	1	
157	Police	CBPD	481SWH5301	CBV119_C	704514	22389	Mobile	Replace	Maxtrac	1	
158	Police	CBPD	481SWH5316	CBV704515_C	704515	22384	Mobile	Replace	Maxtrac	1	
159	Police	CBPD	481SWH5335	CBV134_C	704510	22397	Mobile	Replace	Maxtrac	1	
160	Police	CBPD	481SWH5339	CBV115_C	704523	22394	Mobile	Replace	Maxtrac	1	
161	Police	CBPD	481SWH5343	CBV110_C	704506	22404	Mobile	Replace	Maxtrac	1	
162	Police	CBPD	481SWH5346	CBV196_C	704500	22401	Mobile	Replace	Maxtrac	1	
163	Police	CBPD	481SWH5390	CBV096_C	704507	22391	Mobile	Replace	Maxtrac	1	
164	Police	CBPD	481SWH5401	CBV140_C	704527	22400	Mobile	Replace	Maxtrac	1	
165	Police	CBPD	481SWH5404	CBV111_C	704518	22405	Mobile	Replace	Maxtrac	1	
166	Police	CBPD	481SWH5410	CBV135_C	704526	22407	Mobile	Replace	Maxtrac	1	
167	Police	CBPD	481SWH5411	CBV132_C	704513	22390	Mobile	Replace	Maxtrac	1	
168	Police	CBPD	481SWH5428	CBV133_C	704524	22395	Mobile	Replace	Maxtrac	1	
169	Police	CBPD	481SWH5430	CBV192_C	704520	22398	Mobile	Replace	Maxtrac	1	
170	Police	CBPD	481SWH5432	CBV099_C	704512	22406	Mobile	Replace	Maxtrac	1	
171	Police	CBPD	481SWH5438	CBV198_C	704503	22399	Mobile	Replace	Maxtrac	1	
172	Police	CBPD	481SWH5445	CBV181_C	704505	22392	Mobile	Replace	Maxtrac	1	
173	Police	CBPD	481SWH5653	CBV118_C	704508	22475	Mobile	Replace	Maxtrac	1	
174	Police	CBPD	500CEW2832	CBV181_M	704669	CB14752	Mobile	Re-Program	XTL5000	2	
175	Police	CBPD	500CEW2833	CBV188_M	729992	CB14753	Mobile	Re-Program	XTL5000	2	
176	Police	CBPD	500CGK1520	CBV145_M	704530	CB15030	Mobile	Re-Tune	XTL5000	2	VEH 145
177	Police	CBPD	500CGK1521	CBV146_M	704696	CB15031	Mobile	Re-Tune	XTL5000	2	VEH 146
178	Police	CBPD	500CGK1522	CBV147_M	704699	CB15032	Mobile	Re-Tune	XTL5000	2	VEH 147
179	Police	CBPD	500CGK1523	CBV148_M	729996	CB15033	Mobile	Re-Tune	XTL5000	2	VEH 148
180	Police	CBPD	500CGK1524	CBV149_M	729997	CB15034	Mobile	Re-Tune	XTL5000	2	VEH 149
181	Police	CBPD	518AWL0014	CBCN1_B	704540	22772	Remote	Replace	onsolette	2	

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
182	Police	CBPD	518AWL0015	CB1_B	704539	22771	Remote	Replace	onsolette	2	
183	Police	CBPD	518AXG0072	CBP9_B	704577	CB12309	Remote	Replace	onsolette	2	
184	Police	CBPD	518AXG0073	CB2_B	704578	04850	Remote	Replace	onsolette	2	
185	Police	CBPD	721CDA0787	CBSPR11_P	704501	26	Portable	Re-Program	XTS5000	2	
186	Police	CBPD	721CDA0788	CBC1_P	704659	27	Portable	Re-Program	XTS5000	2	Chief Pavlis
187	Police	CBPD	722ABL1796	CBV117_M	704737	CB13947	Mobile	Re-Program	MCS2000	2	
188	Police	CBPD	722ABL1897	CBV117_C	704738	CB13948	Mobile	Re-Program	MCS2000	1	
189	Police	CBPD	722AWL0221	CBV135_M	704671	21831	Mobile	Re-Program	MCS2000	2	
190	Police	CBPD	722AWL0222	CBV134_M	704654	21837	Mobile	Re-Program	MCS2000	2	
191	Police	CBPD	722AWL0223	CBV115_M	704651	21828	Mobile	Re-Program	MCS2000	2	
192	Police	CBPD	722AWL0224	CBV128_M	704660	21845	Mobile	Re-Program	MCS2000	2	
193	Police	CBPD	722AWL0226	CBV196_M	704675	21835	Mobile	Re-Program	MCS2000	2	
194	Police	CBPD	722AWL0227	CBV130_M	704668	21833	Mobile	Re-Program	MCS2000	2	
195	Police	CBPD	722AWL0228	CBV140_M	704656	21847	Mobile	Re-Program	MCS2000	2	
196	Police	CBPD	722AWL0229	CBV136_M	704665	21834	Mobile	Re-Program	MCS2000	2	
197	Police	CBPD	722AWL0231	CBV133_M	704679	21840	Mobile	Re-Program	MCS2000	2	
198	Police	CBPD	722AWL0232	CBV112_M	704666	21839	Mobile	Re-Program	MCS2000	2	
199	Police	CBPD	722AWL0234	CBV126_M	704674	21832	Mobile	Re-Program	MCS2000	2	
200	Police	CBPD	722AWL0235	CBV190_M	704680	21841	Mobile	Re-Program	MCS2000	2	
201	Police	CBPD	722AWL0236	CBV129_M	704672	21848	Mobile	Re-Program	MCS2000	2	
202	Police	CBPD	722AWL0237	CBV096_M	704670	21827	Mobile	Re-Program	MCS2000	2	
203	Police	CBPD	722AWL0238	CBV123_M	704677	21826	Mobile	Re-Program	MCS2000	2	
204	Police	CBPD	722AWL0240	CBV125_M	704662	21846	Mobile	Re-Program	MCS2000	2	
205	Police	CBPD	722AWL0241	CBV131_M	704673	21844	Mobile	Re-Program	MCS2000	2	
206	Police	CBPD	722AWL0242	CBV124_M	704658	21843	Mobile	Re-Program	MCS2000	2	
207	Police	CBPD	722AWL0244	CBV118_M	704676	21825	Mobile	Re-Program	MCS2000	2	
208	Police	CBPD	722AWL0245	CBV143_M	704678	21842	Mobile	Re-Program	MCS2000	2	VEH 143
209	Police	CBPD	722AWL0246	CBV139_M	704657	21850	Mobile	Re-Program	MCS2000	2	
210	Police	CBPD	722AWL0247	CBV116_M	704661	21854	Mobile	Re-Program	MCS2000	2	
211	Police	CBPD	722AWL0248	CBV119_M	704667	21852	Mobile	Re-Program	MCS2000	2	

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
212	Police	CBPD	722AWL0249	CBV192_M	704655	21851	Mobile	Re-Program	MCS2000	2	
213	Police	CBPD	722AWL0341	CBV122_M	704689	22782	Mobile	Re-Program	MCS2000	2	
214	Police	CBPD	722AWL0342	CBV127_M	704690	22784	Mobile	Re-Program	MCS2000	2	
215	Police	CBPD	722AWL0343	CBV157_M	704664	04027	Mobile	Re-Program	MCS2000	2	VEH 157
216	Police	CBPD	722AWL0345	CBV137_M	704652	22783	Mobile	Re-Program	MCS2000	2	
217	Police	CBPD	722AZG1941	CBV132_M	704719	CB13378	Mobile	Re-Program	MCS2000	2	
218	Police	CBPD	722AZW1933	CBV158_C	704731	CB13509	Mobile	Re-Program	MCS2000	1	158
219	Police	CBPD	722AZW1934	CBV101_C	704730	CB13508	Mobile	Re-Program	MCS2000	1	
220	Police	CBPD	722AZW1938	CBV159_M	704728	CB13507	Mobile	Re-Program	MCS2000	2	VEH 159
221	Police	CBPD	722AZW1939	CBV158_M	704729	CB13506	Mobile	Re-Program	MCS2000	2	158
222	Police	CBPD	722CDG0842	CBV120_C	704744	CB14435	Mobile	Re-Program	MCS2000	2	
223	Police	CBPD	722CDG0843	CBV121_C	704746	CB14436	Mobile	Re-Program	MCS2000	2	
224	Police	CBPD	722CDG0844	CBV138_C	729994	CB14437	Mobile	Re-Program	MCS2000	1	
225	Police	CBPD	722CDG0845	CBV121_M	704745	CB14439	Mobile	Re-Program	MCS2000	2	
226	Police	CBPD	722CDG0846	CBV138_M	729993	CB14440	Mobile	Re-Program	MCS2000	2	
227	Police	CBPD	722CDG0847	CBV120_M	704743	CB14438	Mobile	Re-Program	MCS2000	2	
228	Police	CBPD	722CEE0731	CBV136_C	729991	CB14573	Mobile	Re-Program	MCS2000	1	
229	Police	CBPD	722CEE0732	CBV128_C	729985	CB14571	Mobile	Re-Program	MCS2000	1	
230	Police	CBPD	722CEE0733	CBV186_C	729976	CB14574	Mobile	Re-Program	MCS2000	1	
231	Police	CBPD	722CEE0734	CBV130_C	729986	CB14579	Mobile	Re-Program	MCS2000	1	
232	Police	CBPD	722CEE0735	CBV126_C	704749	CB14578	Mobile	Re-Program	MCS2000	1	
233	Police	CBPD	722CEE0736	CBV180_C	729987	CB14587	Mobile	Re-Program	MCS2000	1	
234	Police	CBPD	722CEE0737	CBV139_C	729982	CB14580	Mobile	Re-Program	MCS2000	1	
235	Police	CBPD	722CEE0738	CBV183_C	729981	CB14584	Mobile	Re-Program	MCS2000	1	
236	Police	CBPD	722CEE0739	CBV131_C	729988	CB14575	Mobile	Re-Program	MCS2000	1	
237	Police	CBPD	722CEE0740	CBV137_C	729989	CB14581	Mobile	Re-Program	MCS2000	1	
238	Police	CBPD	722CEE0741	CBV127_C	729977	CB14577	Mobile	Re-Program	MCS2000	1	
239	Police	CBPD	722CEE0742	CBV129_C	729990	CB14582	Mobile	Re-Program	MCS2000	1	
240	Police	CBPD	722CEE0743	CBV185_C	729983	CB14572	Mobile	Re-Program	MCS2000	1	
241	Police	CBPD	722CEE0744	CBV182_C	729984	CB14586	Mobile	Re-Program	MCS2000	1	

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	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
242	Police	CBPD	722CEE0745	CBV124_C	729979	CB14585	Mobile	Re-Program	MCS2000	1	
243	Police	CBPD	722CEE0746	CBV187_C	729980	CB14576	Mobile	Re-Program	MCS2000	1	
244	Police	CBPD	722CEE0747	CBV184_C	729975	CB14588	Mobile	Re-Program	MCS2000	1	
245	Police	CBPD	722CEE0748	CBV125_C	729978	CB14583	Mobile	Re-Program	MCS2000	1	
246	Police	CBPD	722CFL0030	E	729995	MOTO	Mobile	Re-Program	MCS2000	1	
247	Police	CBPD	761ABW0107	CBPD_B3	704653	CBPD	Remote	Re-Program	solette	2	
248	Police	CBPD	775TGE1728	CBV145_C	729998	CB15025	Mobile	Re-Tune	XTL1500	2	VEH 145
249	Police	CBPD	775TGE1729	CB146_C	729999	CB15026	Mobile	Re-Tune	XTL1500	2	VEH 146
250	Police	CBPD	775TGG0006	CBV147_C	730000	CB15027	Mobile	Re-Tune	XTL1500	2	VEH 147
251	Police	CBPD	775TGG0030	CBV148_C	730001	CB15028	Mobile	Re-Tune	XTL1500	2	VEH 148
252	Police	CBPD	775TGG0033	CBV149_C	730002	CB15029	Mobile	Re-Tune	XTL1500	2	VEH 149
253	Casselberry PW	CBPW	466ACE1712	CB704740	704740	CBPW	Portable	Re-Program	MTS2000	1	PLANNING
254	Casselberry PW	CBPW	466ACE1713	CB704739	704739	CBPW	Portable	Re-Program	MTS2000	1	PLANNING
255	Casselberry PW	CBPW	466AXG2542	CB101_P	704583	6	Portable	Re-Program	MTS2000	1	BOB BIELOH
256	Casselberry PW	CBPW	466AXG2543	CB300_P	704591	CB12284	Portable	Re-Program	MTS2000	1	CALHOUN
257	Casselberry PW	CBPW	466AXG2544	CB326_P	704586	CB12279	Portable	Re-Program	MTS2000	1	Casselberry
258	Casselberry PW	CBPW	466AXG2545	CB104_P	704584	CB4925	Portable	Re-Program	MTS2000	1	Casselberry
259	Casselberry PW	CBPW	466AXG2546	CB322_P	704589	CB12277	Portable	Re-Program	MTS2000	1	Casselberry
260	Casselberry PW	CBPW	466AXG2547	CB325_P	704588	CB12280	Portable	Re-Program	MTS2000	1	Casselberry
261	Casselberry PW	CBPW	466AXG2549	CB323_P	704587	CB12276	Portable	Re-Program	MTS2000	1	VALERIE MUNDO
262	Casselberry PW	CBPW	466AXG2550	CB321_P	704590	CB12278	Portable	Re-Program	MTS2000	1	Casselberry
263	Casselberry PW	CBPW	466AXG2551	CB103_P	704581	8	Portable	Re-Program	MTS2000	1	Casselberry
264	Casselberry PW	CBPW	466AXG2552	CB118_P	704582	4	Portable	Re-Program	MTS2000	1	Casselberry
265	Casselberry PW	CBPW	466AXG2553	CB102_P	704580	CB4927	Portable	Re-Program	MTS2000	1	Casselberry
266	Casselberry PW	CBPW	466AXG2554	CB367_P	704579	CB12308	Portable	Re-Program	MTS2000	1	Casselberry
267	Casselberry PW	CBPW	466AXG2555	CB150_P	704598	5	Portable	Re-Program	MTS2000	1	Casselberry
268	Casselberry PW	CBPW	466AXG2556	CB381_P	704637	CB12298	Portable	Re-Program	MTS2000	1	Casselberry
269	Casselberry PW	CBPW	466AXG2557	CB151_P	704624	4	Portable	Re-Program	MTS2000	1	Casselberry
270	Casselberry PW	CBPW	466AXG2558	CB130_P	704609	5	Portable	Re-Program	MTS2000	1	Casselberry
271	Casselberry PW	CBPW	466AXG2560	CB386_P	704626	CB12302	Portable	Re-Program	MTS2000	1	Casselberry

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
272	Casselberry PW	CBPW	466AXG2561	CB332_P	704593	CB12269	Portable	Re-Program	MTS2000	1	Casselberry
273	Casselberry PW	CBPW	466AXG2562	CB154_P	704629	6	Portable	Re-Program	MTS2000	1	Flash
274	Casselberry PW	CBPW	466AXG2564	CB373_P	704606	CB12287	Portable	Re-Program	MTS2000	1	Casselberry
275	Casselberry PW	CBPW	466AXG2565	CB366_P2	704605	CB12288	Portable	Re-Program	MTS2000	1	Casselberry
276	Casselberry PW	CBPW	466AXG2566	CB384_P	704633	CB12301	Portable	Re-Program	MTS2000	1	Casselberry
277	Casselberry PW	CBPW	466AXG2567	CB382_P	704634	CB12299	Portable	Re-Program	MTS2000	1	Casselberry
278	Casselberry PW	CBPW	466AXG2570	CB330_P	704594	CB12268	Portable	Re-Program	MTS2000	1	LOIS
279	Casselberry PW	CBPW	466AXG2572	CB380_P	704636	CB12297	Portable	Re-Program	MTS2000	1	Casselberry
280	Casselberry PW	CBPW	466AXG2573	CB141_P	704616	8	Portable	Re-Program	MTS2000	1	MALDONADO
281	Casselberry PW	CBPW	466AXG2574	CB149_P	704615	CB4909	Portable	Re-Program	MTS2000	1	Casselberry
282	Casselberry PW	CBPW	466AXG2575	CB153_P	704628	5	Portable	Re-Program	MTS2000	1	Casselberry
283	Casselberry PW	CBPW	466AXG2577	CB362_P	704599	CB12294	Portable	Re-Program	MTS2000	1	Casselberry
284	Casselberry PW	CBPW	466AXG2578	CB331_P	704631	CB12267	Portable	Re-Program	MTS2000	1	Casselberry
285	Casselberry PW	CBPW	466AXG2579	CB155_P	704627	7	Portable	Re-Program	MTS2000	1	Casselberry
286	Casselberry PW	CBPW	466AXG2580	CB383_P	704635	CB12300	Portable	Re-Program	MTS2000	1	Casselberry
287	Casselberry PW	CBPW	466AXG2581	CB145_P	704610	CB4914	Portable	Re-Program	MTS2000	1	Casselberry
288	Casselberry PW	CBPW	466AXG2582	CB334_P	704632	CB12266	Portable	Re-Program	MTS2000	1	Casselberry
289	Casselberry PW	CBPW	466AXG2583	CB100_P	704602	CB12291	Portable	Re-Program	MTS2000	1	Casselberry
290	Casselberry PW	CBPW	466AXG2584	CB134_P	704592	CB4859	Portable	Re-Program	MTS2000	1	Casselberry
291	Casselberry PW	CBPW	466AXG2585	CB366_P1	704603	CB12290	Portable	Re-Program	MTS2000	1	Casselberry
292	Casselberry PW	CBPW	466AXG2587	CB365_P	704604	CB12289	Portable	Re-Program	MTS2000	1	Casselberry
293	Casselberry PW	CBPW	466AXG2588	CB312_P	704596	CB4858	Portable	Re-Program	MTS2000	1	Casselberry
294	Casselberry PW	CBPW	466AXG2589	CB368_P	704600	CB12293	Portable	Re-Program	MTS2000	1	Casselberry
295	Casselberry PW	CBPW	466AXG2590	CB350_P	704639	CB12303	Portable	Re-Program	MTS2000	1	Casselberry
296	Casselberry PW	CBPW	466AXG2591	CB144_P	704611	CB4913	Portable	Re-Program	MTS2000	1	Casselberry
297	Casselberry PW	CBPW	466AXG2592	CB353_P	704640	CB12306	Portable	Re-Program	MTS2000	1	Casselberry
298	Casselberry PW	CBPW	466AXG2593	CB360_P	704595	CB12296	Portable	Re-Program	MTS2000	1	Casselberry
299	Casselberry PW	CBPW	466AXG2594	CB352_P	704638	CBPW	Portable	Re-Program	MTS2000	1	Casselberry
300	Casselberry PW	CBPW	466AXG2595	CB351_P	704641	CB12304	Portable	Re-Program	MTS2000	1	Casselberry
301	Casselberry PW	CBPW	466AXG2596	CB355_P	704642	CB12307	Portable	Re-Program	MTS2000	1	Casselberry

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
302	Casselberry PW	CBPW	466AXG2597	CB311_P	704630	CB4857	Portable	Re-Program	MTS2000	1	Casselberry
303	Casselberry PW	CBPW	466AXG2598	CB117_P	704643	3	Portable	Re-Program	MTS2000	1	
304	Casselberry PW	CBPW	466AXG2600	CB116_P	704617	2	Portable	Re-Program	MTS2000	1	BOB JONES
305	Casselberry PW	CBPW	466AXG2601	CB110_P	704623	CB4916	Portable	Re-Program	MTS2000	1	Casselberry
306	Casselberry PW	CBPW	466AXG2602	CB112_P	704621	CB4918	Portable	Re-Program	MTS2000	1	Casselberry
307	Casselberry PW	CBPW	466AXG2603	CB115_P	704618	1	Portable	Re-Program	MTS2000	1	Casselberry
308	Casselberry PW	CBPW	466AXG2604	CB111_P	704622	CB4917	Portable	Re-Program	MTS2000	1	Casselberry
309	Casselberry PW	CBPW	466AXG2605	CB113_P	704620	9	Portable	Re-Program	MTS2000	1	Casselberry
310	Casselberry PW	CBPW	466AXG2606	CB114_P	704619	0	Portable	Re-Program	MTS2000	1	Casselberry
311	Casselberry PW	CBPW	466AXG2607	CB12286P	704644	CB12286	Portable	Re-Program	MTS2000	3	DIRECTOR
312	Casselberry PW	CBPW	466AXG2608	CB12285_P	704645	CB12285	Portable	Re-Program	MTS2000	3	CALHOUN
313	Casselberry PW	CBPW	466AXG2609	CB004856_P	704646	6	Portable	Re-Program	MTS2000	3	Casselberry
314	Casselberry PW	CBPW	466AXL3463	CB704681	704681	CB	Portable	Re-Program	MTS2000	3	? May be PW
315	Casselberry PW	CBPW	466AYA4201	CB13137_P	704691	CB13137	Portable	Re-Program	MTS2000	2	
316	Casselberry PW	CBPW	466AYA4202	CB704692P	704692	CB13138	Portable	Re-Program	MTS2000	3	
317	Casselberry PW	CBPW	466AYN2689	CB704694	704694	CB13120	Portable	Re-Program	MTS2000	3	ID'S
318	Casselberry PW	CBPW	466AYN2690	CB704601_P	704601	CB13123	Portable	Re-Program	MTS2000	2	
319	Casselberry PW	CBPW	466AYN2691	CBPW148_P	704705	CB13119	Portable	Re-Program	MTS2000	2	
320	Casselberry PW	CBPW	466AYN2692	CB704708	704708	CB13115	Portable	Re-Program	MTS2000	2	UNIT 131
321	Casselberry PW	CBPW	466AYN2694	CB704697	704697	CB13118	Portable	Re-Program	MTS2000	2	
322	Casselberry PW	CBPW	466AYN2695	CBPW704695_P	704695	CB13113	Portable	Re-Program	MTS2000	2	
323	Casselberry PW	CBPW	466AYN2696	CB704700_P	704700	CB13111	Portable	Re-Program	MTS2000	2	CALHOUN
324	Casselberry PW	CBPW	466AYN2697	CB704706	704706	CB13121	Portable	Re-Program	MTS2000	2	LARRY JOHNSON
325	Casselberry PW	CBPW	466AYN2698	CB704701P	704701	CB13112	Portable	Re-Program	MTS2000	2	
326	Casselberry PW	CBPW	466AYN2699	CB13117P	704707	7	Portable	Re-Program	MTS2000	2	
327	Casselberry PW	CBPW	466AYN2700	CB704704_P	704704	CB13127	Portable	Re-Program	MTS2000	2	
328	Casselberry PW	CBPW	466AYN2701	CB13114P	704698	CB13114	Portable	Re-Program	MTS2000	2	STEVE SPENCER
329	Casselberry PW	CBPW	466AYN2702	CB704709	704709	CB13116	Portable	Re-Program	MTS2000	2	
330	Casselberry PW	CBPW	466AYN2704	CB704703_P	704703	CB13122	Portable	Re-Program	MTS2000	2	
331	Casselberry PW	CBPW	466AYN2705	CB13125P	704702	5	Portable	Re-Program	MTS2000	2	

INVENTORY-CASSELBERRY

	A	B	C	D	E	F	G	H	I	J	K
1	Department	Division	SerialNo	SIMSID	SC ID	BCC ID	Type	Disposition	Make	Model	USER
332	Casselberry PW	CBPW	466AZQ2223	CBCD100	704597	CB13452	Portable	Re-Program	MTS2000	2	MIKE DEJESUS
333	Casselberry PW	CBPW	466AZQ2224	CBPK119	704720	CB13450	Portable	Re-Program	MTS2000	2	Parks
334	Casselberry PW	CBPW	466AZQ2225	CBCD105	704721	CB13461	Portable	Re-Program	MTS2000	2	Parks
335	Casselberry PW	CBPW	466CDE0523	CB119_P	704742	CB14454	Portable	Re-Program	MTS2000	1	PARKS & REC
336	Casselberry PW	CBPW	466CEC0110	CB124_P	704748	CB14534	Portable	Re-Program	MTS2000	1	PARKS

EXHIBIT "B"

SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS

CASSELBERRY

LAKE MARY

LONGWOOD

OVIEDO

SANDORD

WINTER SPRINGS

SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard

District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)

District 3 - Lake Mary and Lake Emma

District 4 - Oviedo Lockwood and SR/419

District 5 - 436 and Howell Branch

District 6 - Fern Park

District 7 - Hunt Club

Fire Stations - TBD*

* Other service locations for portables to be determined and negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd

419 Fire Training Center



CITY MANAGER MEMORANDUM

To: The Honorable Mayor Goff and City Commissioners
From: Barbara Lipscomb, City Manager *in v*
Date: June 11, 2007
Subject: Resolution #07-1797
800 MHz Rebanding Interlocal Agreement

Introduction: This agenda item requests City Commission approval of an “800 MHz Rebanding Interlocal Agreement” between the City of Casselberry and Seminole County necessitated by the FCC (Federal Communications Commission) funded mandate (Report and Order) that was adopted on July 8, 2004 for “Improving Public Safety Communications in the 800 MHz Band.”

Background: The City of Casselberry has been working with Seminole County’s Information Technologies Department since the announcement of the FCC rebanding program. Presentations have taken place at both the Police Chiefs and Fire Chiefs monthly meetings along with on-site meetings of Seminole County staff at the City. Seminole County, which is the FCC license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority, will serve as coordinator for this project for all radio users. The City Attorney has reviewed the attached Interlocal Agreement.

Discussion: The City of Casselberry has provided updated inventories of radios to the County on a regular basis in conjunction with radio maintenance services provided. All City radios (mobile and portables) have been analyzed for the ability to be reprogrammed. Those not suitable for this process have been identified for replacement at no cost to the City.

Police Chief John Pavlis will serve as the designated City of Casselberry official responsible for all material actions, oversight and coordination in the performance of this Agreement.

Budget Impact: There is no budget impact to the City of Casselberry during the process. The County will ultimately reimburse the City (one time) for human resource costs associated with rebanding upon completion of the project. Each department with radios will keep records detailing their involvement with the project.

Recommendation: The City Manager and Police Chief recommend approval of the Interlocal Agreement.

Prepared by: John J. Pavlis, Chief of Police

Approved by: John J. Pavlis, Chief of Police

Attachments: Resolution 07-1797
Cover letter – Tommy Oliveras, Seminole County CPM Program Manager
Overview
Interlocal Agreement
Exhibit “A” – Inventory of City’s 800MHz equipment needing reconfiguration
or replacement
Exhibit “B” – Scope of Work/Service Locations

**AGREEMENT BETWEEN THE CITY OF LAKE MARY, FLORIDA
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES
RELATING TO REBANDING OF THE 800 MHZ PUBLIC SAFETY/EMERGENCY
RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this 21 day of JUNE, 2007, between the **CITY OF LAKE MARY, FLORIDA**, a municipality incorporated under the laws of the State of Florida, whose mailing address is P.O. Box 958445, Lake Mary, Florida 32795-8445, hereinafter referred to as the "CITY" and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is **Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771**, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency

and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. Term of Agreement. The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for such services as approved by the Transition Administrator and/or the

FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

Section 3. County Responsibilities.

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY'S license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY'S and COUNTY'S systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both CITY'S and COUNTY'S system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to the subject matter of this Agreement.

Section 4. City Responsibilities.

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint Nextel, the rebanding vendors and suppliers, and the FCC and/or its

Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

Section 5. Reconfiguration Workshop Locations.

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license sub-

scribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

Section 6. Compliance With Laws.

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

Section 7. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 8. Insurance. Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or reliability of the 800 MHz Communications System or to otherwise

maintain a self insurance program.

Section 8. Notice to Parties.

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For CITY:

City Manager
City of Lake Mary
P.O. Box 958445
Lake Mary, Florida 32795-8445
Telephone Number: 407-585-1419

For COUNTY:

Telecommunications Manager
Seminole County Government
1101 East First Street
Sanford, FL 32771
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

Section 10. Equal Opportunity Employment. The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

Section 12. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 13. Alternative Dispute Resolution. Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

Section 14. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Section 15. Modifications, Amendments or Alterations. Except as expressly provided in Sections 5 and 9 of this Agreement, 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 16. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

Section 17. Binding Effect. Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

Section 18. Public Records. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

Section 19. Conflicts Of Interest. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

Section 20. AGENCY RELATIONSHIP. The parties recognize that the unique circumstances of the rebanding project, the CITY's status as a subscriber under COUNTY's FCC license and the Order itself compel the COUNTY to act in an agency capacity on behalf of CITY for purposes of implementing the rebanding program. Accordingly, such agency relationship is hereby agreed to by both parties for the limited purposes

envisioned by this Agreement. Such agency relationship shall not extend to any other matters beyond the 800 MHz rebanding.

Section 21. Severability. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

Section 23. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

Section 24. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

(SIGNATURES ON FOLLOWING PAGE)

ATTEST:

Carol A. Foster
City Clerk

CITY OF LAKE MARY, FLORIDA

By: 
Thomas C. Greene, Mayor

Date: June 21, 2007

Approved as to form and legal sufficiency.

Colin Reed
City Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: CARLTON HENLEY, 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

Exhibit "A" - Inventory of 800 MHz Equipment to be rebanded

Exhibit "B" - Service Locations

EXHIBIT "A"

**Inventory of CITY's 800 MHz equipment needing reconfiguration or
replacement**

(To be provided by COUNTY and CITY staff)

EXHIBIT "B"

SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS

CASSELBERRY

LAKE MARY

LONGWOOD

OVIEDO

SANDORD

WINTER SPRINGS

SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard

District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)

District 3 - Lake Mary and Lake Emma

District 4 - Oviedo Lockwood and SR/419

District 5 - 436 and Howell Branch

District 6 - Fern Park

District 7 - Hunt Club

Fire Stations - TBD*

* Other service locations for portables to be determined and negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd

419 Fire Training Center

7-9-07
G.A.

**AGREEMENT BETWEEN THE CITY OF SANFORD, FLORIDA
AND SEMINOLE COUNTY, FLORIDA FOR COORDINATION OF RESPONSIBILITIES
RELATING TO REBANDING OF THE 800 MHZ PUBLIC SAFETY/EMERGENCY
RADIO COMMUNICATIONS SYSTEM**

THIS AGREEMENT ("the Agreement") is made and entered into this _____ day of _____, 2007, between the CITY OF SANFORD, FLORIDA, a municipality incorporated under the laws of the State of Florida, whose address is 300 North Park Avenue, Sanford, Florida 32771, hereinafter referred to as the "CITY" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "COUNTY") is the Federal Communications Commission ("FCC") license holder for itself as well as the seven municipalities in the County and the Sanford Airport Authority relative to the assigned 800 MHz frequencies reserved for public safety and emergency communications systems; and

WHEREAS, the FCC has in its Report and Order dated August 6, 2004 and its Supplemental Order and Order On Reconsideration dated December 22, 2004 (collectively, the "Order") mandated the reconfiguration of the 800MHz spectrum on a nationwide basis with the objective of reducing or eliminating interference with public safety communications systems caused by the collocation of certain special mobile radio (SMR) and cellular telephone networks in the 800 MHz spectrum;

WHEREAS, COUNTY is required to reconfigure all of its licensed systems, including those of CITY as a subscriber operating under COUNTY'S license, by December 31, 2007 which requires utilization of outside vendors to alter or replace its entire inventory of emergency

and public safety radios, repeaters, base stations, transmitters, bi-directional amplifiers and software systems related thereto;

WHEREAS, as part of its Order, the FCC mandated Sprint-Nextel to fund the entire costs of reconfiguration for all units of government throughout the United States thus requiring no monetary outlay or costs incurred by the County or CITY; and

WHEREAS, the reconfiguration requires the entering into binding, written agreements for retention of special legal counsel to conduct negotiations with the FCC and its appointed Transition Administrator, a Frequency Reconfiguration Agreement with Sprint Nextel for planning and reconfiguration funding, and will require future agreements for funding as well as the actual reconfiguration services with RF Engineering Consultants and vendors such as Motorola Corporation; and

WHEREAS, a successful reconfiguration requires the close coordination of both parties to this Agreement in order to facilitate timely negotiations, to avoid unnecessary disruptions in provision of essential public services, duplication of efforts and costs associated therewith and to assure timely performance in compliance with FCC mandates;

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. Term of Agreement. The term of this Agreement begins upon the dated date hereof and shall remain in effect until completion of the reconfiguration services and full payment/reimbursement for

such services as approved by the Transition Administrator and/or the FCC. Full payment and completion shall be deemed to include true-up for final cost adjustments at the end of Phase II of the reconfiguration for all COUNTY and Subscriber radio systems operating under COUNTY'S license. This Agreement shall not be subject to termination by either party for convenience or cause prior to that time. The parties shall act in good faith to accommodate the need for such extensions of time in the term of this Agreement as may become necessary per FCC requirements to best protect the public interest, public safety needs and in the spirit of cooperation envisioned by this Agreement and the Order.

Section 3. County Responsibilities.

(a) Define and develop the new frequency interoperability requirements of the multi-agency network environment systems for all of Seminole County including all devices, mutual aid channels and all supporting equipment and software applications used by COUNTY, CITY and other system subscribers operating under COUNTY'S license.

(b) COUNTY shall, with professional assistance as necessary, develop the comprehensive Statement of Work (SOW) and Cost Estimates to include both the inventorying and actual reconfiguration work for both CITY'S and COUNTY'S systems, devices and processes (including software) in need of reconfiguration or replacement.

(c) COUNTY shall conduct negotiations with Sprint Nextel for funding all costs of the required reconfiguration including planning funding for the 800 MHz Public Safety radio equipment, related software, antennas, bidirectional amplifiers and all other components for both CITY and COUNTY. Such negotiated Reconfiguration Funding Agreement(s) shall provide for Sprint Nextel to directly pay on behalf of CITY and COUNTY, the vendors and consultants who will reconfigure both

CITY's and COUNTY's system.

(d) COUNTY shall be solely responsible for the negotiation with and selection of RF engineering consultants, outside legal counsel, reconfiguration vendors and technicians and all other parties necessary to effect the reconfiguration program throughout the COUNTY on behalf of itself and CITY.

(e) COUNTY shall have primary oversight responsibility for final scheduling and implementation of the reconfiguration program for all of its own system components; provided, however, CITY shall have responsibility for developing the initial scheduling relative to reconfiguration for all of its own system components and for timely submission of same to COUNTY. Utilizing input from CITY to the extent possible, the COUNTY shall have responsibility for establishing the final, required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties.

(f) Depending upon the final phasing of the reconfiguration process, COUNTY shall submit all Requests for Planning Funding and Requests for Reconfiguration Funding to Nextel and the Transition Administrator. The foregoing notwithstanding, COUNTY may instead include such planning costs as a part of the total reconfiguration cost itself and submit the combined amount for payment by Sprint Nextel as provided in the forthcoming Reconfiguration funding Agreement(s).

(g) COUNTY shall promptly share information with CITY regarding the timing and progress of the reconfiguration, legal developments, FCC or TA reports and updates, the status of payments to vendors and consultants as well as information on any other matters pertaining to

the subject matter of this Agreement.

Section 4. City Responsibilities.

(a) CITY shall, within fifteen (15) days of the effective date of this Agreement, verify attached Exhibit "A" of inventory of all 800 MHz devices, including bidirectional amplifiers, antenna locations, etc., to include manufacturer, serial number, location, which units are believed to be in need of replacement and a proposed schedule for system reconfiguration or replacement. This verification shall be deemed conclusive as to all necessary components of Rebanding required by CITY for which reconfiguration funding shall be sought. CITY understands that failure to include a complete inventory may result in reduced funding eligibility for the omitted portions of its system.

(b) CITY shall promptly respond to any subsequent requests for information from COUNTY that are central to the subject matter of this Agreement.

(c) CITY acknowledges that reasonable human resource costs associated with rebanding are eligible for reimbursement funding by Nextel. To the extent CITY desires to seek recovery of such expenses, it shall timely provide COUNTY with cost estimates based on an average cost per position involved in the process as it relates to the suggested scheduling for reconfiguration of all CITY's system components.

(d) CITY hereby authorizes COUNTY to conduct all direct negotiations as identified in the FCC Order with Sprint Nextel, the Transition Administrator, rebanding vendors and other parties necessary to complete implementation of the rebanding, which when concluded shall result in funding and reconfiguration agreements that shall be binding upon both CITY and COUNTY. CITY agrees to and shall be bound by all contracts agreed to by and between COUNTY and any of the following parties: outside counsel, rebanding consultants, Sprint

Nextel, the rebanding vendors and suppliers, and the FCC and/or its Transition Administrator. City also agrees to be bound by the final Scope of Work and scheduling therefore.

(e) CITY's costs for rebanding shall be submitted to Sprint Nextel by COUNTY based upon proper documentation supplied by City, as approved by the City Manager/City Administrator's office. CITY's share of the reimbursement shall be remitted to CITY by COUNTY with copies of the documentation supplied. This payment will be part of the Order True-up payment process at the end of the reconfiguration process.

(f) CITY shall have the initial scheduling oversight responsibility for implementation of the reconfiguration program for all of its own system components; provided, however, that COUNTY shall have the extra responsibility for establishing the final required timelines, coordination and scheduling of phased equipment modifications so as to minimize disruptions of public safety operations of both parties and to better assure efficiency and lower overall cost for all involved parties pursuant to paragraph 3(e), above.

Section 5. Reconfiguration Workshop Locations.

(a) In order to expedite the reconfiguration task and enhance the convenience of the parties, COUNTY shall in cooperation with CITY, develop a list of locations in or adjacent to each of the several subscribers' jurisdictional boundaries and arrange for the actual reconfiguration work involving CITY to be done at the site closest to its public safety operations. COUNTY may also bring certain of its own vehicles and mobile radios deployed in that area to such location for scheduled reconfiguration. CITY shall cooperate in making available suitable workshop space at certain of facilities to accommodate reconfiguration tasks. CITY agrees that such facility may be used by both parties in the interest of time and economy.

(b) Upon agreement with the CITY and the other FCC license subscribers as to the designation of reconfiguration work centers, said list shall be added as Exhibit "B" to each party's copy of this Agreement and shall become a part of this Agreement without the need for more formal amendment thereto. Official communication of Exhibit "B" shall originate from the COUNTY and shall be transmitted in the manner required for notices per section 9 of this Agreement.

Section 6. Compliance With Laws.

(a) The parties shall comply with all present and future Federal, State, and local laws, ordinances, rules, and regulations including, particularly, rules, and regulations issued by the Federal Communication Commission (FCC) and the Transition Administrator. The payment of any penalties or fines or the loss of eligibility for reconfiguration cost reimbursement arising out of or in any way connected with the violation of, or non-compliance with, the foregoing shall be sole and exclusive responsibility of the party in violation.

Section 7. Indemnification. Each party is responsible for all personal injury and property damages attributable to the negligent acts or omissions of that party and the officers, employees and agents thereof and as otherwise provided in this Agreement. The parties further agree that nothing contained herein shall be construed or interpreted as denying to either party any remedy or defense available to such party under the laws of the State of Florida; the consent of the State of Florida or its agents and agencies to be sued; or a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

Section 8. Insurance. Both parties shall be responsible for maintaining adequate insurance coverage against claims by third persons arising from subject matter of this agreement or the use, misuse and/or

reliability of the 800 MHz Communications System or to otherwise maintain a self insurance program.

Section 9. Notice to Parties.

(a) The parties shall direct all correspondence and notices to the attention of the public official identified below. That designated official shall be responsible for all material actions, oversight and coordination in the performance of this Agreement.

For CITY:

Sherman Yehl, City Manager
City of Sanford
300 North Park Ave.
Sanford, Florida 32771
Telephone Number: 407-330-5602

For COUNTY:

Telecommunications Manager
Seminole County Government
1101 East First Street
Sanford, FL 32771
Telephone Number: 407-665-1005

(b) Each party reserves the right to designate another official to be the point of contact without formal amendment to this Agreement by written, certified, return receipt U.S. Mail. Facsimile transmissions or e-mail notices shall not be acceptable.

Section 10. Equal Opportunity Employment. The parties shall assure that no person shall be excluded, on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination or sexual harassment in any activity pursuant to this Agreement.

Section 11. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Florida. The parties and their employees, agents, vendors and assigns shall comply with all applicable Federal, State, and local laws, codes and regulations relating to the performance of this Agreement.

Section 12. Interpretations. In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that the positive collaboration of the parties occurs.

Section 13. Alternative Dispute Resolution. Disputes between the parties shall be resolved in accordance with any dispute resolution agreements pertaining to the parties that may be in effect and the provisions of Chapter 164, Florida Statutes.

Section 14. Force Majeure. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties.

Section 15. Modifications, Amendments or Alterations. Except as expressly provided in Sections 5 and 9 of this Agreement, 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 16. Assignment/Third Party Beneficiaries.

(a) Neither COUNTY nor CITY shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other Party.

(b) There are no third party beneficiaries to this Agreement.

Section 17. Binding Effect. Subject to the provisions of Section 20, this Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors in interest, transferees and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

Section 18. Public Records. The parties shall allow public access to all documents, papers, letters or other materials which have been made or received in conjunction with this Agreement, subject to exceptions to public records laws as set forth in the Florida Statutes, which records shall be maintained in accordance with records retention requirements of State law. The parties shall maintain in their place of business any and all books, documents, papers and other evidence pertaining to work performed pursuant to this Agreement. Such records shall be available at the regular place of business for each party at all reasonable times during the term of this Agreement and for so long as such records are maintained.

Section 19. Conflicts Of Interest. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions or Part III, Chapter 112, Florida Statutes, relating to ethics in government or Section 220.115, Seminole County Code pertaining to ethical violations involving COUNTY personnel.

Section 20. AGENCY RELATIONSHIP. The parties recognize that the unique circumstances of the rebanding project, the CITY's status as a subscriber under COUNTY's FCC license and the Order itself compel the COUNTY to act in an agency capacity on behalf of CITY for purposes of implementing the rebanding program. Accordingly, such agency relationship is hereby agreed to by both parties for the limited purposes

envisioned by this Agreement. Such agency relationship shall not extend to any other matters beyond the 800 MHz rebanding.

Section 21. Severability. Should any term of this Agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provisions, or impair the enforcement rights of the parties, their successors and assigns.

Section 22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction of interpretation hereof.

Section 23. Entire Agreement. This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary.

Section 24. Exhibits. Exhibits to this Agreement, if any, shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 25. Counterparts. This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the CITY and the COUNTY hereto have executed this instrument for the purpose herein expressed.

(SIGNATURES ON FOLLOWING PAGE)

ATTEST:

CITY OF SANFORD, FLORIDA

acting

Cynthia Porter
City Clerk
Cynthia Porter

By: Linda Kuhn
Linda Kuhn, Mayor

Date: 7/16/07

Approved as to form and legal sufficiency.

City Attorney

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
CARLTON HENLEY, 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

Exhibit "A" - Inventory of 800 MHz Equipment to be rebanded

Exhibit "B" - Service Locations

EXHIBIT "A"

**Inventory of CITY's 800 MHz equipment needing reconfiguration or
replacement**

(To be provided by COUNTY and CITY staff)

EXHIBIT "B"

SERVICE LOCATIONS

Scope of Work: Rebanding of Radio System

Equipment Type: Portable Radios, Mobile Radios, Base Stations

Service Type: Program, re-program, install, remove, replace, re-tune

Service By: Seminole County

Service To:

ALTAMONTE SPRINGS
CASSELBERRY
LAKE MARY
LONGWOOD
OVIDO
SANDORD
WINTER SPRINGS
SANFORD AIRPORT AUTHORITY

Service Locations: Portables only

District 1 - 100 Bush Boulevard
District 2 - Lake Mary and SR/17-92 (Big Lots Plaza)
District 3 - Lake Mary and Lake Emma
District 4 - Oviedo Lockwood and SR/419
District 5 - 436 and Howell Branch
District 6 - Fern Park
District 7 - Hunt Club
Fire Stations - TBD*

* Other service locations for portables to be determined and negotiated with cities.

Service Locations: Mobiles and Portables

180 Bush Blvd
419 Fire Training Center

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Florida Healthy Kids Corporation for Local Match**DEPARTMENT:** Community Services**DIVISION:** Administration - Community Services**AUTHORIZED BY:** David Medley**CONTACT:** Pamela Martin**EXT:** 2302**MOTION/RECOMMENDATION:**

Approval by the Board of County Commissioners to allow the Florida Healthy Kids Corporation to retain \$4,490.65 as local match for 2007/08 and authorization for the Chairman to execute the "Refund Acknowledgment and Response Option."

County-wide

Dr. David Medley

BACKGROUND:

Since the beginning of the HealthyKids/KidCare program Seminole County has provided the local match funds necessary to cover the non-Title XXI enrollment. These funds are used to provide insurance coverage to children of foreign residents who are in the state legally, but have not yet completed the process for citizenship. The number served currently by these funds is approximately 22 per month. As these children age or move from the state this number declines and the slots are not refilled. Therefore, the amount needed for match has decreased each year. During the recently completed budget process, this item was removed from the budget. Seminole County was notified on November 2, 2007 that excess payment in the amount of \$ 4,490.65 had resulted from a recalculation of match requirement for fiscal year ending June 30, 2007. Staff is requesting that the BCC approve the attached "Refund Acknowledgment and Response Option". Under the identified option the full amount of \$4,490.65 will be retained by the Florida Healthy Kids Corporation to cover a portion of the 2007/08 match requirement. No additional match will be provided by Seminole County.

STAFF RECOMMENDATION:

Approval by the Board of County Commissioners to allow the Florida Healthy Kids Corporation to retain \$4,490.65 as local match for 2007/08 and authorization for the Chairman to execute the "Refund Acknowledgment and Response Option."

ATTACHMENTS:

1. Refund Acknowledgement

Additionally Reviewed By:

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

REFUND ACKNOWLEDGEMENT AND RESPONSE OPTIONS
(Check appropriate box)

- Remit the entire refund amount of \$4,490.65 to Seminole County Government.
- Retain the entire refund amount of \$4,490.65 at FHKC in order to maintain comprehensive health insurance coverage for non-Title XXI eligible enrollees in Seminole during the 2007-2008 state fiscal year.
- Retain \$ _____ at FHKC in order to maintain comprehensive health insurance coverage for non-Title XXI eligible enrollees in Seminole County during the 2007-2008 state fiscal year and refund \$ _____ to Seminole County Government.

Authorized Signature from Local Funds
Contributing Entity

Date of Signature

Name and Title of Authorized Signature

Witness #1 Signature

Date of Signature

Witness #1 Printed Name

Date of Signature

Witness #2 Signature

Date of Signature

Witness #2 Printed Name

Date of Signature

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: NACo/Caremark Prescription Drug Card Agreement

DEPARTMENT: Community Services

DIVISION: Administration - Community Services

AUTHORIZED BY: David Medley

CONTACT: Pamela Martin

EXT: 2302

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute The Managed Pharmacy Benefit Services Agreement between Seminole County, CaremarkPCS Health, L.P. and NACo.

County-wide

Dr. David Medley

BACKGROUND:

On October 9, 2007 County Commissioners directed staff to implement the NACo supported prescription drug program by CareMarkPCS Health, L.P. This program provides discounted prescriptions for non-insured and under-insured residents of Seminole County. Approximately twenty-three (23) counties in Florida are participating in this no-cost program. County staff will be responsible for facilitating the program and monitoring the monthly reports provided by NACo/Caremark.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute The Managed Pharmacy Benefit Services Agreement between Seminole County, CaremarkPCS Health, L.P. and NACo.

ATTACHMENTS:

- 1. Agreement

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

CAREMARKPCS HEALTH, L.P.
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "**Agreement**") is effective beginning March 1, 2006 (the "**Effective Date**") among National Association of Counties ("**Customer**"), counties that are members of the National Association of Counties ("**Member County**") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("**Caremark**"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "**Member County Agreement**") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.2 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "**Services**"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.3 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.4 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.5 Claims Processing.

a. Submission of Claims. Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. DUR Services. Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 Formulary Services. Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. Rebate Contracts. Caremark contracts with certain Manufacturers for Rebate programs.

b. Disclosure of Manufacturer Fees. Caremark may receive fees or other compensation from Manufacturers, including, without limitation, administrative fees not exceeding three percent of the aggregate cost of the pharmaceutical products dispensed to participants, and fees for property provided or services rendered to a Manufacturer (which may include providing physicians clinical messages consistent with the Performance Drug List, as defined below). Caremark's specialty pharmacies may also receive fees from Manufacturers for products and services provided. In addition, Caremark's mail order and specialty pharmacies may negotiate on their own behalf directly with Manufacturers for discounts, including rebated discounts based on market share or other factors. The term Rebates as used in this Agreement does not include these fees and discounts which belong exclusively to Caremark or Caremark's mail order or specialty pharmacies, respectively.

c. Participant Authorizations and Disclosures. Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. Additional Participant Discounts. Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 Management Reports. Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. **Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. **Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("**Caremark SpecialtyRx**"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("**Specialty Medications**").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

2.1 Fees. The parties agree that, in lieu of billing Member County a “per Claim” fee for Services, Caremark shall retain 100% of the Rebates as reasonable compensation for the Services. Customer and Member County understand and agree that neither they nor any Participant will share in the Rebate monies collected from Manufacturers by Caremark.

2.2 Remedies. In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark’s obligations under or in connection with this Agreement with respect to such Member County or Customer, including Caremark’s obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

2.3 Pricing Changes. After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days’ written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer’s Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark’s approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims (“**Claims Information**”) as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 Right to Audit Rebates. Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer’s Rebates once in each twelve-month period (following sixty (60) days written notice to

Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

5.1 Confidential and Proprietary Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("**Confidential Information**"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with reasonable notice of its disclosure of Exhibit D.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 Proprietary to Caremark. Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("Caremark Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "Customer Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that

Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
440 First Street, NW
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing

9. MISCELLANEOUS.

9.1 Entire Agreement; Interpretation; Amendment; Counterparts. This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally

recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. DEFINITIONS. The following terms and phrases, when capitalized, have the meanings set forth below.

a. “AWP” means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.

b. “Change in Law” means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. “Claim(s)” mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. “Covered Items” mean the prescription drug benefits for which Participants are eligible pursuant to Member County’s drug benefit plan.

e. “Law” means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. “Manufacturer” means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark’s Formulary Services.

g. “Maximum Allowable Cost (MAC)” means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark’s pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

h. “Participant” means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. “Participating Pharmacy” means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark’s Internet website, which is subject to change from time to time.

j. “Rebate(s)” means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer’s discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC,
its General Partner

By: _____
Larry E. Naake

Title: Executive Director

Title: _____

Date: _____

Date: _____

EXHIBIT A
ADDITIONAL SERVICES

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. Customer-Specific Programming. If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

**National Association of Counties
Effective March 1, 2006**

As consideration for the Services selected by Member County in accordance with the Agreement, Member County will pay to Caremark the fees set forth below:

Administrative Fees

Per Processed Retail Claim	\$0.00
Per Processed Mail Claim	\$0.00

As consideration for the Consumer Card Program selected by Member County in accordance with this Agreement, Member County will pay to Caremark 100% of the Rebates collected from Manufacturers pursuant to this Agreement.

Consumer Card Program Retail Network Rates¹

Brand: AWP-13% + \$3.50 transaction fee or Usual & Customary
Generic: AWP-13% + \$3.50 transaction fee, MAC + \$3.50 transaction fee or Usual & Customary

Mail Service Rates¹

Brand: AWP-19% + \$1.00 dispensing fee
Generic: AWP-50% + \$1.00 dispensing fee

Specialty Pharmacy Rates²

AWP-13% + \$3.50 dispensing fee

Other Fees

Section 1.6 - Card Issuance	No charge
Exhibit A(1) - Customer Specific Programming	\$150.00/Hour

Note: Charges or Services not identified above will be quoted upon request.

1. All claims may be aggregated for purposes of this rate. Actual rates may vary by Participating Pharmacy. Certain retail and mail Claims may be excluded from these rates, including but not limited to (i) Select Generics, which are generic drugs that enter the market with supply limitations or competitive restrictions that limit marketplace competition and (ii) Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling.

2. This rate will apply to Claims for certain drugs filled by Caremark SpecialtyRx, including but not limited to Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling. All Claims may be aggregated for purposes of this rate. Rates for such drugs may vary if filled by a pharmacy other than Caremark SpecialtyRx. Certain drugs will be priced separately from, and not be subject to the contracted rate for prescription Claims due to, among other things, specialized manufacturer processes, limited availability or extraordinary shipping requirements.

Finance Charges. Invoices are assessed finance charges on the amounts not paid within the terms set forth on the invoice. The finance charge shall be in an amount equal to one and one-half percent per month, unless such rate exceeds the maximum rate allowable by applicable Law, in which case such amounts shall bear interest at the maximum legally allowable rate.

Contingency. All prices are contingent upon Member County's full adoption of Caremark's Performance Drug List and formulary management and intervention programs.

EXHIBIT B
ADMINISTRATIVE FEES

Handling Costs. Customer or Member County is in all events responsible for any postage costs or other mailing and handling-related costs incurred by Caremark in connection with the provision of Services or additional services, except as to costs associated with standard Consumer Card Program materials that are shipped by bulk mail to Customer or Member County.

Taxes. It is the understanding of the parties that Participating Pharmacies shall collect from Participants all applicable taxes for Covered Items, and that Caremark is not liable for the payment of applicable taxes. Any other taxes associated with the operation of Member County's Consumer Card Program are the responsibility of Member County.

CAREMARKPCS HEALTH, L.P.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective February 1, 2008
is entered into by and between CaremarkPCS Health, L.P. ("Caremark") and _____

("Member County"). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at http://www.caremark.com/wps/portal/_s.155/3370?cms=CMS-2-007764.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

By: _____
Title: _____
Date: _____

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC, its
General Partner

MEMBER COUNTY:
Seminole County, Florida
[County Name]
By: _____
Title: Chairman
Date: _____

By: _____
Title: _____
Date: _____

CAREMARKPCS HEALTH, L.P.
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "Agreement") is effective beginning March 1, 2006 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "Member County Agreement") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.1 Services. Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.2 Participating Pharmacies. Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.3 Pharmacy Help Desk and Voice Response Unit. Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.4 Claims Processing.

a. Submission of Claims. Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. Collection at Point of Sale. Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 Customer Service. Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 Identification Cards. Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 Clinical Services and Drug Utilization Review ("DUR").

a. Clinical Services. Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. DUR Services. Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 Formulary Services. Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. Rebate Contracts. Caremark contracts with certain Manufacturers for Rebate programs.

b. [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

c. Participant Authorizations and Disclosures. Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. Additional Participant Discounts. Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 Management Reports. Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 Mail Service Program. Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. Distribution of Information. Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. Delivery and Dispensing. Caremark shall dispense through its mail service pharmacy new

or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

1.11 Preferred Drug Program. Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

1.12 Specialty Pharmacy. Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("**Caremark SpecialtyRx**"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("**Specialty Medications**").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

2. FEES AND PAYMENT.

2.1 [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

2.2 Remedies. In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under

or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

2.3 Pricing Changes. After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

3.1 Marketing Materials. The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

3.2 Support of Consumer Card Program. Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

4. USE OF AND ACCESS TO INFORMATION.

4.1 Use of Participant Information. Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("Claims Information") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

4.2 Right to Audit Rebates. Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

5.1 Confidential and Proprietary Information. In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("**Confidential Information**"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with notice of its disclosure of Exhibit D.

5.2 Non-Disclosure of Confidential Information. The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 Exceptions and Permitted Disclosures. The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 Subpoena. Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 Return or Destruction of Information. All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 Proprietary to Caremark. Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 Tradenames; Trademarks; and Service Marks. None of the parties hereto may use any

tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("Caremark Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "Customer Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any

other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

6.5 Change in Law. The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

6.6 Limitations. In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

7. TERM AND TERMINATION OF AGREEMENT.

7.1 Term. This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

7.2 Termination. This Agreement may be terminated as follows:

a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services
Caremark Inc.
2211 Sanders Road, NBT9
Northbrook, IL 60062
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties
440 First Street, NW
Washington, DC 20001
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing
Fax No.: (202) 393-2630

9. MISCELLANEOUS.

9.1 Entire Agreement; Interpretation; Amendment; Counterparts. This Agreement (including

exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

9.2 Binding Effect; Assignment. This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

9.3 Independent Contractor; Third Parties. The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

9.4 Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

9.5 Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

9.6 Enforcement Costs. If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

9.7 Authority. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

9.8 Exclusivity. Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

9.9 Drug Classification and Pricing. Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

10. DEFINITIONS. The following terms and phrases, when capitalized, have the meanings set forth below.

a. **“AWP”** means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.

b. **“Change in Law”** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. **“Claim(s)”** mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. **“Covered Items”** mean the prescription drug benefits for which Participants are eligible pursuant to Member County’s drug benefit plan.

e. **“Law”** means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. **“Manufacturer”** means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark’s Formulary Services.

g. **“Maximum Allowable Cost (MAC)”** means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark’s pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

h. **“Participant”** means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. **“Participating Pharmacy”** means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark’s Internet website, which is subject to change from time to time.

j. **“Rebate(s)”** means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer’s discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P.

**By: CaremarkPCS Health Systems, LLC,
its General Partner**

By: - Signature on File -
Larry E. Naake

- Signature on File -

Title: Executive Director

Title:

Date:

Date:

*EXHIBIT D
REDACTED CONTRACT*

*EXHIBIT A
ADDITIONAL SERVICES*

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. Customer-Specific Programming. If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

EXHIBIT D
REDACTED CONTRACT

EXHIBIT B
FEEES

[REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

CAREMARKPCS HEALTH, L.P.
NATIONAL ASSOCIATION OF COUNTIES
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective February 1, 2008
is entered into by and between CaremarkPCS Health, L.P. ("Caremark") and Seminole County, Florida ("Member County").

Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006 (the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

By: _____
Title: _____
Date: _____

CAREMARKPCS HEALTH, L.P.
By: CaremarkPCS Health Systems, LLC, its
General Partner

MEMBER COUNTY:

[County Name]
By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Community Service Agencies 2007-08 Contracts

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Shirley Boyce

EXT: 2363

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Community Service Agency Grant Agreements for the 2007-2008 budget year.

County-wide

Shirley Boyce

BACKGROUND:

During the 2007-2008 Budget Work Sessions, the Board approved a distribution of Nine Hundred Four Thousand Dollars (\$904,000.00) to fourteen (14) local Non-Profit Agencies to provide a variety of services to Seminole County residents. The Agreements are attached for Board consideration and approval.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the attached Community Service Agency Grant Agreements for the 2007-2008 budget year.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Agreement
4. Agreement
5. Agreement
6. Agreement
7. Agreement
8. Agreement
9. Agreement
10. Agreement
11. Agreement
12. Agreement

- 13. Agreement
- 14. Agreement
- 15. Agreement

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

BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC., a Florida non-profit corporation, whose address is 801 North Magnolia Avenue, Suite 305, Orlando, Florida 32803, hereinafter referred to as the "CLUBS".

W I T N E S S E T H:

WHEREAS, the CLUBS provide extensive outreach and recreational activities and programs to primary school age children residing in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and



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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than

thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that CLUBS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CLUBS after CLUBS has received notice of termination. Upon said termination, CLUBS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The CLUBS shall use funds from this Agreement, in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide extension services with extensive outreach and recreational activities and programs to primary school age children residing in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. CLUBS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by CLUBS during the term of this Agreement. It is understood that CLUBS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby CLUBS would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) CLUBS 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 loss of any monies paid to CLUBS or whomsoever, resulting out of CLUBS fraud, defalcation, dishonesty, or failure of CLUBS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of CLUBS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to CLUBS up to a maximum sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 DOLLARS (\$120,000.00) for all services provided hereunder by CLUBS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that CLUBS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, CLUBS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. CLUBS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of CLUBS, any problems relating to the services to be provided pursuant to this Agreement that might exist for CLUBS and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, CLUBS shall submit on a quarterly basis, a financial report reflecting total CLUBS receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, CLUBS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to CLUBS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CLUBS after CLUBS has received such notice of termination. In the event there are any unused COUNTY funds, CLUBS shall promptly refund those funds  to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. CLUBS shall allow the COUNTY, its duly authorized agent and the public access to such of CLUBS records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. CLUBS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For CLUBS:

Gary W. Cain, President
Boys & Girls Clubs of Central Florida, Inc.
Post Office Box 2987
Orlando, Florida 32802

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CLUBS 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CLUBS as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. CLUBS and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be  equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. CLUBS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no

way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting CLUBS, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.



Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person

shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

Mark Shamley
MARK SHAMLEY, Secretary

(Corporate Seal)

BOYS & GIRLS CLUBS OF
CENTRAL FLORIDA, INC.

By: Gary W. Cain
GARY W. CAIN, President

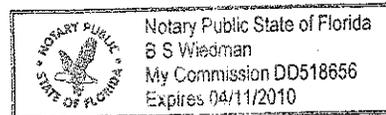
Date: 10/29/07

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that, on this 29th day of October, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GARY W. CAIN, as President and MARK SHAMLEY, as Secretary, respectively, of BOYS & GIRLS CLUBS OF CENTRAL FLORIDA, INC., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced 5540-559-65-387-0 as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

B.S. Wiedman
Print Name B.S. Wiedman
Notary Public in and for the County
and State Aforementioned

(Notary Seal)



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
_____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk

10/5/07 10/24/07

P:\Users\lkennedy\My Documents\Community Services\boys and girls club 2007.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model



EXHIBIT A
SCHEDULE L (1): SERVICE & COST PROPOSAL

AGENCY NAME: Boys & Girls Clubs of Central Florida, Inc.
AGENCY ADDRESS: 801 N. Magnolia Avenue, Suite 305, Orlando, FL 32803
PRESIDENT/DIRECTOR NAME: Gary W. Cain, President
AGENCY PHONE NUMBER: 407-841-6855
AGENCY FAX NUMBER: 407-872-7796
AGENCY E-MAIL: web site – www.bgccf.org
PRESIDENT/DIRECTOR E-MAIL: gcain@bgccf.org

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds. See schedule J(2) of application for examples.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1.Character & Leadership	One session of service or prevention averaging 1 hour per 10 children.
2.Education & Careers	One hour of tutoring and homework assistance including computer assignments.
3.Health & Life Skills	One session of service averaging 1 hour per 10 children.
4.The Arts	One hour of art-related activities that are either visual, performing, or literary.
5.Sports, Fitness, & Recreation	One hour of sports, fitness, or other recreational activity.

I. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units **
1.Character & Leadership	200 sessions (1 hour per 10 children)
2.Education & Careers	3,750 hours
3.Health & Life Skills	270 sessions (1 hour per 10 children)
4.The Arts	2,994 hours
5.Sports, Fitness, & Recreation	7,000 hours

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1.Character & Leadership	\$18.00 per session
2.Education & Careers	\$13.00 hour
3.Health & Life Skills	\$7.00 per session
4.The Arts	\$8.00 per hour
5.Sports, Fitness, & Recreation	\$6.00 per hour

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1.Character & Leadership	Industry standard set by the Department of Children and Families.
2.Education & Careers	Low-end cost average for private tutoring and homework assistance services.
3.Health & Life Skills	Industry standard of local health-care agencies.
4.The Arts	Low-end cost for classes at local dance studios and art schools.
5.Sports, Fitness, & Recreation	Industry standard for youth sports leagues.

*Funding will not exceed \$ 120,000

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name:

Original and One Copy to:

Program Manager

534 W.Lake Mary Blvd., Sanford 32772

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Leadership				227			\$ 18.00	\$0.00
Careers & Ed				4000			\$ 13.00	\$0.00
Health & Life				274			\$ 7.00	\$0.00
Arts				3000			\$ 8.00	\$0.00
Sports				7000			\$ 6.00	\$0.00
TOTAL	0	0	0	14501	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

EXHIBIT C - PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: N/A

Agency: Boys & Girls Clubs of Central Florida, Inc.
 Program: Youth Development Services
 Program Locations: East Altamonte & Midway Branches

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION METHODS & FREQUENCY	PROJECTED OUTCOMES
For at-risk youth ages 6-18 in underserved neighborhoods in Seminole County:	At age 18, Boys & Girls Club Youth will enter the adult world with the capacities to be:	<p><u>Objective #1:</u> 75% of active participants will achieve a GPA of 2.0 or better each school quarter.</p> <p><u>Objective #2:</u> 75% of active participants will achieve <u>Participant</u> status or better on the President's Challenge Physical Fitness Test.</p> <p><u>Objective #3:</u> Youth surveyed will report average scores of 65% or higher on the Educational Competence, Club Opportunities & Supports, and Health/Risk Behavior scales of the Boys & Girls Clubs of America youth survey.</p>	<p><u>Service Providers:</u> Staff, Teen Leaders, Resource People, Volunteers</p> <p><u>Facilities:</u> Clubs, Field Trips into local community</p> <p>Activities in Five Core Areas: <u>Character & Leadership</u> <u>Leadership Training</u> <u>Youth of the Year</u></p> <p><u>Education & Careers</u> <u>Power Hour</u> – (homework help), <u>Making the Grade</u>, <u>Computer Labs</u></p> <p><u>Health & Life Skills</u> <u>SMART Moves</u> – (drug & alcohol abuse & teen pregnancy prevention)</p> <p><u>The Arts</u> <u>Arts & Crafts, performing</u> - <u>Fine Arts, Cultural Events</u></p> <p><u>Sports, Fitness & Recreation</u> <u>Fun & Games, Field Trips</u> <u>Intramural sports,</u> <u>President's Fitness Test</u></p>	<p><u>Objective #1:</u> Student progress report cards will be collected & reported QUARTERLY for the first three grading periods. <u>Comparative</u> results over 3 grading periods will be reported ONCE ANNUALLY.</p> <p><u>Objective #2:</u> President's Challenge Physical Fitness Test will be administered once annually, in the spring. Results will be recorded and reported ONCE ANNUALLY. Award level requirements are set by the President's Council on Physical Fitness & Sports, based on participant age and gender.</p> <p><u>Objective #3:</u> B&GCA Youth Survey will be administered once annually, in the spring. Information gathered will be reported to the national office of Boys & Girls Clubs of America, which will in turn provide survey results approximately 3 months later. Results will be reported ONCE ANNUALLY.</p>	<p>Members who attend regularly will demonstrate:</p> <p>Outcome 1: Educational Competency</p> <p>Outcome 2: Health & Well-Being</p> <p>Outcome 3: Youth Development in Boys & Girls Clubs of America Competencies, as follows: Positive Self Concept Educational, Social, Employment, Emotional, Cultural Competencies Community & Civic Involvement Health & Well-being A Moral Compass</p>

EXHIBIT C (2): PROGRAM LOGIC MODEL (Continued)...

Name of Program: East Altamonte Branch & Midway Branch -- Youth Development Services

IX. PROGRAM EVALUATION PLAN

AGENCY Boys & Girls Clubs of Central Florida, Inc.

PROGRAM Youth Development Services

PLEASE CHECK: EXISTING REVISED X

DATE REVISED N/A

Projected Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Educational Competency	<p>Student Progress Report Cards -- Record grades/GPA's for each member per grade period for first three periods</p> <p>Student/School Academic Records -- Record graduation, promotion, etc.</p>	<p>Sample Group consisting of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Club programs</p> <p>Sample Size = approximately 45 (E. Alta) approximately 55 (Midway)</p>	At end of grading periods 1-3; comparative results over 3 grading periods to produce annual results at end of each school year.
2. Health and Well-Being	<p>President's Challenge Physical Fitness Test -- engage members in fitness tests during Club fitness and health activities</p> <p>B&GCA Youth Survey -- administer survey to youth during Club hours</p>	<p>Sample Group consisting of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Clubs programs</p> <p>Sample Size = approximately 45 (E. Alta) approximately 55 (Midway)</p> <p>Different age groups will be surveyed to reflect proportions for Branches as a whole</p> <p>Sample Size = approximately 45 (E. Alta) approximately 55 (Midway)</p>	<p>Conducted annually in the spring</p> <p>Administered annually in the spring</p>
3. Youth Development in Boys & Girls Clubs of American Competencies	<p>B&GCA Youth Survey -- administer survey to youth during Club hours</p>	<p>Sample Group consisting of regular attendees (2 times per week or more) in the E. Altamonte & Midway Boys & Girls Clubs programs</p> <p>Different age groups will be surveyed to reflect proportions for Branches as a whole</p> <p>Sample Size = approximately 45 (E. Alta) approximately 55 (Midway)</p>	Administered annually in the spring

EXHIBIT C (3)

Agency: Boys & Girls Clubs of Central Florida
Name of County Funded Program: E. Altamonte & Midway Branches Youth Clubs

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2008

NOTE: *The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.*

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) **Area(s):** Areas addressed in each outcome

(b) **Population:** Number of clients: _____

(c) **Dates:** Please list dates of when data is collected

(d) **Tools:** Measurement tools such as surveys, report cards, assessments, ect....

(e) **Sample Size:** (# out of (b))

(f) **Response Rate:** (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) **Area(s):**

(b) **Population:** Number of clients: _____

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) **Area(s):**

(b) **Population:**

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

INTERVENTION SERVICES, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and INTERVENTION SERVICES, INC., a Florida non-profit corporation, whose address is 150 Spartan Drive, Maitland, Florida 32751, hereinafter referred to as "ISI".

W I T N E S S E T H:

WHEREAS, ISI provides low cost housing, educational, vocational, behavioral and employment training programs and mental health and substance abuse intervention for young men and women, ages 18 to 21, who are "aging out" of the State of Florida foster care system at managed homes located in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that ISI fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ISI after ISI has received notice of termination. Upon said termination, ISI shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. ISI shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide low cost housing, educational, vocational, behavioral, and employment training programs and mental health and substance abuse intervention to young men and woman ages 18 to 21, who are "aging out" of the State of Florida foster care at managed homes located in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. ISI agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by ISI during the term of this Agreement. It is understood that ISI has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby ISI would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) ISI 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 loss of any monies paid to ISI or whomsoever, resulting out of ISI'S fraud, defalcation, dishonesty, or failure of ISI to comply with applicable laws or regulations; or by reason or as a result of any act or omission of ISI in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to ISI up to a maximum sum of TWENTY-TWO THOUSAND AND NO/100 DOLLARS (\$22,000.00) for all services provided hereunder by ISI during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is

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

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, ISI shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. ISI shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format  attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as

the general progress of ISI, any problems relating to the services to be provided pursuant to this Agreement that might exist for ISI and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, ISI shall submit on a quarterly basis, a financial report reflecting total ISI receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, ISI shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a  matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to ISI as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by ISI after ISI has received such notice of termination. In the event there are any unused COUNTY funds, ISI shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. ISI shall allow the COUNTY, its duly authorized agent and the public access to such of ISI'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. ISI shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32771

For ISI:

Anthony D. Minnis, President
Intervention Services, Inc.
150 Spartan Drive
Maitland, Florida 32751

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, ISI 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to ISI as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.



Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. ISI and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. ISI agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin,

or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.  The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting ISI, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

INTERVENTION SERVICES, INC.


AMY POUNDS, Secretary

By: 
~~ANTHONY D. MANNIS~~, President
Virginia Scanlon

(Corporate Seal)

Date: 10/25/07

[ATTESTATION CONTINUED ON PAGE 10]

STATE OF FLORIDA)
)
COUNTY OF Seminole)

I HEREBY CERTIFY that, on this 24th day of October, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ANTHONY D. MINNIS, as President and AMY POUNDS, as Secretary, of INTERVENTION SERVICES, 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. 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.



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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

For the use and reliance
of Seminole County only.

Date: _____

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

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk
10/5/07

P:\Users\lkennedy\My Documents\Community Services\intervention services 2007.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Intervention Services, Inc.
AGENCY ADDRESS: 150 Spartan Drive.
PRESIDENT/DIRECTOR NAME: Susan Becker, Executive Director
AGENCY PHONE NUMBER: 407-331-8002
AGENCY FAX NUMBER: 407-261-0523
AGENCY E-MAIL: info@interventionservices.com
PRESIDENT/DIRECTOR E-MAIL: sbecker@interventionservices.com

The above agency will provide the following services for the residents of Seminole County during FY 2007-2008:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
Transitional Living On-Site	Client night spent residing in Transitional Living Home including all service delivery needs.

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units
Transitional Living On-Site	290 County Funded Units

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.)
Transitional Living On-Site	\$76 per day

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
Transitional Living On-Site	Actual agency cost of providing for a day of care.

***Funding allocation not to exceed \$22,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Intervention Services

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
1day of care				290			\$ 76.00	\$0.00
TOTAL	0	0	0	290	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C (1)-PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2007

Program Logic Model – Date Revised: 07/25/07

Agency: Intervention Services, Inc
 Program: The Village
 Program Locations: 3790 and 3800 Dike Rd., Winter Park

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION METHODS & FREQUENCY	PROJECTED OUTCOMES
25% of youth that age out of the foster care system experience homelessness.	To provide housing, supervision and financial assistance to youth who are in need of these services to prepare them to eventually live independently.	70% of youth will maintain stable housing during the first program year and 85% by year three.	<ul style="list-style-type: none"> -locate affordable housing options. -provide assistance with rental agreements. -provide budgeting and "real life" skill based training classes. -provide a knowledge base for community resources. -match each youth with a mentor. 	<ul style="list-style-type: none"> -percent of clients that maintain stable housing. -evaluating life skills using the Daniel Memorial assessment test at intake and 6 month intervals. 	11 of the 15 active Transitional Living and participants will maintain stable housing situations.
3% of foster youth obtain Bachelor degrees.	To provide the stable environment and mentoring necessary for youth to successfully complete their educational and vocational goals.	80% of the youth residing in Transitional Housing or living independently will be enrolled in an educational or vocational program.	<ul style="list-style-type: none"> -providing enrollment and financial assistance. -providing tutors and mentors for both remedial and college level assistance. -providing transportation assistance. -providing skills based training classes in interviewing techniques, resumes and applications and essential job skills. -providing education on labor laws and unemployment. -providing access to community resources such as Workforce. 	<ul style="list-style-type: none"> -percent of clients enrolled in an educational program or vocational setting. -percent of clients making substantial progress towards obtaining their individualized educational goals. 	12 of the 15 active IL and TH participants will be enrolled in an educational or vocational program.
Two to four years, after leaving the foster care system, only half of all the youth are regularly employed.	To assist youth in finding and maintaining employment in the community.	80% of the youth with an employment goal will maintain stable employment.	<ul style="list-style-type: none"> -providing skills based training classes in interviewing techniques, resumes and applications and essential job skills. -providing education on labor laws and unemployment. -providing access to community resources such as Workforce. 	<ul style="list-style-type: none"> -percent of youth that maintain stable employment. -percent of youth that gain significant employment skills. 	12 of the 15 youth with employment goals will maintain stable employment.

EXHIBIT C (2): PROGRAM LOGIC MODEL (Continued)...

Name of Program: The Village – Transitional Housing

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Intervention Services, Inc

PROGRAM The Village NEW

DATE REVISED 6/05/07

Outcomes	Indicators/Thresholds that Determine Successful Outcomes
Outcome 1: 11 of the 15 active Transitional Housing and Independent Living participants will maintain stable housing.	1.1 Number of times a youth moves during a six month period. 1.2 Length of time a youth resides at one continuous address. 1.3 Number of "homeless" days a youth experiences. 1.4 Percent of individual Independent Living goals that are achieved.
Outcome 2: 12 of the 14 active TH and IL participants will be enrolled in an educational or vocational program.	2.1 Number of youth that obtain a High School diploma or GED. 2.2 Number of youth enrolled in an educational or vocational program. 2.3 Number of youth maintaining a 2.0 GPA or "good standing" in their chosen program. 2.4 Number of clients utilizing tutoring and mentoring services.
Outcome 3: 12 of the 15 active participants will maintain stable employment.	3.1 Number of youth employed. 3.2 Length of employment. 3.3 Number of days during a six month period that youth remains unemployed. 3.4 Percent of youth that participant in job training classes.

EXHIBIT C (3): PROGRAM LOGIC MODEL (Continued)...

Name of Program: The Village – Transitional Living

IX. PROGRAM EVALUATION PLAN

AGENCY Intervention Services, Inc

PROGRAM The Village – Transitional Living PLEASE CHECK: EXISTING XX NEW

DATE REVISED 06/05/2007

Projected Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. 11 of the 15 active independent Living and Transitional housing participants will maintain stable housing situations	Track the number of youth that maintain stable housing.	All active program participants.	Monthly
2. 12 of the 15 active IL and TH participants will be enrolled in an educational or vocational program.	Track the number of youth enrolled and currently in good standing in an educational or vocational program.	All active program participants.	Monthly and/or quarterly
3. 12 of the 15 youth with employment goals will maintain stable employment	Track the number of youth currently employed and length of current employment.	All active program participants.	Monthly and/or quarterly

EXHIBIT C (4)

Agency: Intervention Services

Name of County Funded Program: The Villages

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2008

NOTE: *The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.*

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) **Area(s):** Areas addressed in each outcome

(b) **Population:** Number of clients: _____

(c) **Dates:** Please list dates of when data is collected

(d) **Tools:** Measurement tools such as surveys, report cards, assessments, ect....

(e) **Sample Size:** (# out of (b))

(f) **Response Rate:** (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) **Area(s):**

(b) **Population:** Number of clients: _____

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) **Area(s):**

(b) **Population:**

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

LIGHTHOUSE CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and LIGHTHOUSE CENTRAL FLORIDA, INC., a Florida non profit corporation, whose address is 215 East New Hampshire Street, Orlando, Florida 32804, hereinafter referred to as the "LIGHTHOUSE".

W I T N E S S E T H:

WHEREAS, LIGHTHOUSE provides assistive technology and related training and other educational programs and early and primary school age intervention services to residents of Seminole County with visual impairments, blindness and multi-disabilities; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that LIGHTHOUSE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by LIGHTHOUSE after LIGHTHOUSE has received notice of termination. Upon said termination, LIGHTHOUSE shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. LIGHTHOUSE shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide assistive technology and related training and other educational programs and early and primary school age intervention services to residents of Seminole County with visual impairments, blindness and multi-disabilities, as set forth in Exhibit "A" attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. LIGHTHOUSE agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by LIGHTHOUSE during the term of this Agreement. It is understood that LIGHTHOUSE has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby LIGHTHOUSE would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) LIGHTHOUSE 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 loss of any monies paid to LIGHTHOUSE or whomsoever, resulting out of LIGHTHOUSE's fraud, defalcation, dishonesty, or failure of LIGHTHOUSE to comply with applicable laws or regulations; or by reason or as a result of any act or omission of LIGHTHOUSE in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY's sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to LIGHTHOUSE up to a maximum sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) for all services provided hereunder by LIGHTHOUSE during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that LIGHTHOUSE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, LIGHTHOUSE shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. LIGHTHOUSE shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of LIGHTHOUSE, any problems relating to the services to be provided pursuant to this Agreement that might exist for LIGHTHOUSE and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, LIGHTHOUSE shall submit on a quarterly basis, a financial report reflecting total LIGHTHOUSE receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, LIGHTHOUSE shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

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Section 10. Access to Records. LIGHTHOUSE shall allow the COUNTY, its duly authorized agent and the public access to such of LIGHTHOUSE'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for

inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. LIGHTHOUSE shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For LIGHTHOUSE:

Lee Nasehi, Executive Director
Lighthouse Central Florida, Inc. 
215 East New Hampshire Street
Orlando, Florida 32804

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, LIGHTHOUSE 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to LIGHTHOUSE as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. LIGHTHOUSE and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. LIGHTHOUSE agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.



Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting LIGHTHOUSE, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

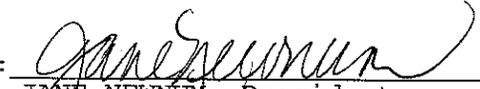
(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

LIGHTHOUSE CENTRAL FLORIDA, INC.


BARBARA HOWELL, Secretary

By: 
JANE NEWMUM, President

(Corporate Seal)

Date: October 29, 2007

[ATTESTATION CONTINUED ON PAGE 10]

STATE OF FLORIDA)
COUNTY OF Orange)

I HEREBY CERTIFY that, on this 29th day of October, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JANE NEWNUM and BARBARA HOWELL, as President and Secretary, respectively, of LIGHTHOUSE CENTRAL FLORIDA, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ 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-STATE OF FLORIDA
 Donna Lynn Amundson
(Notary) Commission #DD392286
Expires: FEB. 25, 2009
Bonded Thru Atlantic Bonding Co., Inc.


Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
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

SED/lpk
10/22/07

P:\Users\lkennedy\My Documents\Community Services\lighthouse 2007.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Lighthouse Central Florida
AGENCY ADDRESS: 215 E. New Hampshire Street, Orlando 32804
PRESIDENT/DIRECTOR NAME: Lee Nasehi
AGENCY PHONE NUMBER: 407-898-2483
AGENCY FAX NUMBER: 407-895-0236
AGENCY E-MAIL: cstolp@lcf-fl.org
PRESIDENT/DIRECTOR E-MAIL: lnasehi@lcf-fl.org

The above agency will provide the following services for the residents of Seminole County during FY 2007-2008:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Vision Rehabilitation Services	One hour of vision rehabilitation service (Assessment, Independent Living Skills, Access Technology, Orientation & Mobility Services, Braille Instruction, Vocational Services, Peer Support, Low Vision Training, Transition, Supported Employment).
2. Children's Habilitation Services – Early Intervention	One hour of home/community or center based early intervention service
3. Children's Habilitation Services – School Aged	One hour of School-aged intervention services

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units
1. Vision Rehabilitation Services	100
2. Children's Habilitation Services – Early Intervention	100
3. Children's Habilitation Services – School Aged	35.7

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.)
1. Vision Rehabilitation Services	\$55.00
2. Children's Habilitation Services – Early Intervention	\$70.00
3. Children's Habilitation Services – School Aged	\$70.00

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Vision Rehabilitation Services	Florida Association of Agencies Serving the Blind (FAASB) did a composite cost study of member agencies in 2001. The average cost of vision rehabilitation services for the member agencies was \$55.00 per service unit. No adjustments for wage increases or other associated cost increases since the original study have been made, despite the fact that that wages for professionals in the field have increased over 10% in just the last few years.
2. Children's Habilitation Services – Early Intervention	Service unit rates are set per LCF's contract with the State of Florida, Division of Blind Services
3. Children's Habilitation Services – School Aged	Service unit rates are set per LCF's Agreement of Understanding with the State of Florida, Division of Blind Services

*** Not to Exceed \$15,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: LightHouse of Central Florida

Original and One Copy to:

Program Manager
534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Vision Rehab				100			\$55.00	\$0.00
Child Early Inter				100			\$70.00	\$0.00
Child School Aged				35.7			\$70.00	\$0.00
TOTAL	0	0	0	236	0	0	0	\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Existing New

Agency: Lighthouse of Central Florida

Program: Vision Rehab for Children & Adults

Program Locations: Orlando center, client homes and outreach locations both within and outside of Seminole County

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>8,965 Seminole County residents have severe visual impairments and or legal blindness and may not have the skill to function independently.</p>	<p>Individuals with visual impairments and blindness attain their self-determined level of independence and maintain and active participation in family and community life.</p>	<p>Within the contract year at least 50 clients will receive one or more visual rehabilitation services identified in assessments conducted by Lighthouse staff and recorded in individualized plans of service.</p>	<p>Initial screening provided by determination eligibility achieved by receipt of eye medical information. Comprehensive Functional Assessment completed by staff and client. Copy offered</p>	<p>Assessment Pre/Post Tools will be scored prior to and at completion of training. Analysis will include the average change in scores for 100% of clients. Program Evaluation-Satisfaction Questionnaire will be administered at the completion of training. Analysis will include the number of clients who reported an increase in outcome. 100% of clients will be asked to complete the tool. A response rate of 30-40% is expected.</p>	<p>25 adults with visual impairments will receive vision rehabilitation services that result in one or more of the following outcomes: Improved abilities to perform activities of daily life with adaptations for blindness or severe visual impairments. Increased confidence in social interactions with family, friends or others in the community.</p>
<p>The Florida Association of Agencies Serving the Blind (FAASB) estimate 70 children with severe visual impairments reside in Seminole County.</p>	<p>Increased opportunity to achieve developmental parity and school readiness</p>	<p>10-12 children will be served whose ages will range from 0-14.</p>	<p>Individual and group early intervention, school aged and expanded core curriculum and technology evaluations, direct instruction. Consultations will be conducted regarding visual impairment, effect on development, and the recommended interventions. Family education will also be made available to include the Lending Library and summer programs.</p>	<p>Semi annual assessment and annual assessment results. Parent reports/survey documented annually</p>	<p>70% of children with visual impairments will demonstrate increase in important developmental skills integrated into daily routines. 70% of parents and caregivers will demonstrate increased ability to manage the visual impairment on the family.</p>

EXHIBITC (1)
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED: 10/15/07

Outcomes	Indicators
Outcome 1: Increased ability to perform activities of daily living with adaptations for blindness or severe visual impairments	1.1 Progress Reports 1.2 Observation of task completion 1.3 Student self report Seventy-five (75%) of clients enrolled in Independent Living Skills training will demonstrate improvement in ability to perform activities of daily living.
Outcome 2: Increased family access, advocacy, and management of the impact of visual impairment	2.1 Results of pre and post parent survey 2.2 Observation of family's ability to access, advocate, and manage 2.3 Progress notes Seventy percent (70%) of parents and care-givers will demonstrate increased ability to manage the impact of their child's visual impairment on the family
Outcome 3: Increased demonstration of important developmental skills integrated into daily routines	3.1 Results of Individual functional and developmental assessments 3.2 Observation of integrated skills 3.3 Progress reports 3.4 Parent report Seventy (70%) of children with visual impairments will demonstrate Increase in important developmental skills integrated into daily routines

Notes:

EXHIBIT C (2)
PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED: 10/15/07

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1. Increased ability to perform activities of daily living with adaptations for blindness or severe visual impairments	<ul style="list-style-type: none"> • Progress reports • Observations • Student self report 	100% of clients will receive a pre/post test that will be scored prior to and at the completing of training.	Initially and upon completion of training.
2. Increased family access, advocacy, and management of the impact of visual impairment	<ul style="list-style-type: none"> • Parent satisfaction survey • Progress notes of specialists 	Instructors will collect a minimum of 80% of parents surveys Instructors will collect data from 100% of clients served	Annually and upon exit/transition from the program Monthly
3. Increased demonstration of important developmental skills integrated into daily routines.	<ul style="list-style-type: none"> • Functional vision and developmental assessments • Progress notes of specialist's • Specialist's parent observation report. 	Instructors will collect data from 100% of clients served	Initial (upon enrollment) and annually Monthly reports Monthly reports

Notes:

EXHIBIT C (3)
PROGRAM LOGIC MODEL (Continued)

OUTCOME MEASUREMENT

Light House of Central Florida

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

NOTE: *The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.*

DATA ANALYSIS

List a maximum of three program outcomes and indicators and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C (3)

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

Please have a member of management complete the questions below:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

MEALS ON WHEELS, ETC., INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and MEALS ON WHEELS, ETC., INC., a Florida non-profit corporation, whose address is 2801 South Financial Court, Sanford, Florida 32773, hereinafter referred to as "MEALS ON WHEELS".

W I T N E S S E T H:

WHEREAS, MEALS ON WHEELS provides programs and services benefiting senior citizens residing in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008 the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as

provided for herein, or, at the option of the COUNTY, immediately in the event that MEALS ON WHEELS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by MEALS ON WHEELS after MEALS ON WHEELS has received notice of termination. Upon said termination, MEALS ON WHEELS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. MEALS ON WHEELS shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide programs and services benefiting senior citizens residing in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.



Section 5. Revenue from Other Sources. MEALS ON WHEELS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by MEALS ON WHEELS during the term of this Agreement. It is understood that MEALS ON WHEELS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby MEALS ON WHEELS would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) MEALS ON WHEELS 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 loss of any monies paid to MEALS ON WHEELS or whomsoever,

resulting out of MEALS ON WHEELS'S fraud, defalcation, dishonesty, or failure of MEALS ON WHEELS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of MEALS ON WHEELS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to MEALS ON WHEELS up to a maximum sum of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) for all services provided hereunder by MEALS ON WHEELS during the term of this Agreement.

Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that MEALS ON WHEELS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, MEALS ON WHEELS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. MEALS ON WHEELS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) ~~The percent of projections achieved to date;~~

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of MEALS ON WHEELS, any problems relating to the services to be provided pursuant to this Agreement that might exist for MEALS ON WHEELS and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, MEALS ON WHEELS shall submit on a quarterly basis, a financial report reflecting total MEALS ON WHEELS receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, MEALS ON WHEELS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to MEALS ON WHEELS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by MEALS ON WHEELS after MEALS ON WHEELS has received such notice of termination. In the event there are any unused COUNTY funds, MEALS ON WHEELS shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. MEALS ON WHEELS shall allow the COUNTY, its duly authorized agent and the public access to such of MEALS ON WHEELS'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. MEALS ON WHEELS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For MEALS ON WHEELS:

Sherry Fincher, Executive Director
Meals On Wheels, Etc., Inc.
2801 South Financial Court
Sanford, Florida 32773

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.



Section 14. 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.

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effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to MEALS ON WHEELS as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in  and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

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Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

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obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

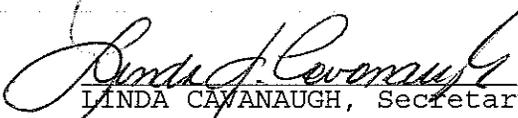
(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

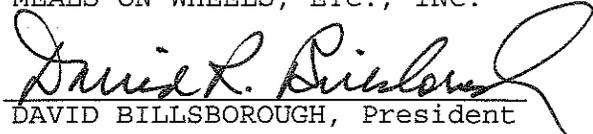
IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expressed on the day and year first above written.

ATTEST:

MEALS ON WHEELS, ETC., INC.


LINDA CAVANAUGH, Secretary

By:


DAVID BILLSBOROUGH, President

(Corporate Seal)

Date: 10-22-07

[ATTESTATION CONTINUED ON PAGE 10]

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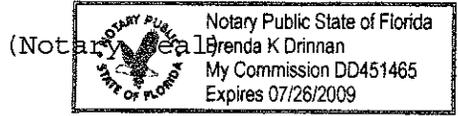
OCT 22 2007

COMMUNITY
ASSISTANCE

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that, on this 22nd day of OCTOBER, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DAVID BILLSBOROUGH, as President and LINDA CAVANAUGH as Secretary, of MEALS ON WHEELS, ETC., 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. 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.

BRENDA K. DRINAN
BRENDA K. DRINAN



Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman



Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
10/5/07
P:\Users\lkennedy\My Documents\Community Services\meals on wheels 2007.doc

- Three (3) Attachments:
- 1. Exhibit "A" - Scope of Services
 - 2. Exhibit "B" - Seminole County Community Service Agency Report Form
 - 3. Exhibit "C" - Program Logic Model

RECEIVED
OCT 22 2007
COMMUNITY
ASSISTANCE

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Meals on Wheels, Etc., Inc.
AGENCY ADDRESS: 2801 S. Financial Court, Sanford 32773
PRESIDENT/DIRECTOR NAME: Sherry Fincher
AGENCY PHONE NUMBER: 407-333-8877
AGENCY FAX NUMBER: 407-829-2468
AGENCY E-MAIL: sfincher@mealsetc.org
PRESIDENT/DIRECTOR E-MAIL: sfincher@mealsetc.org

The above agency will provide the following services for the residents of Seminole County during FY 2007-2008:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Congregate Meals	1 hot noon meal for 1 senior 5 days a week (includes food & support costs)
2. Home Delivered Meals	1 home delivered meal for 1 senior 5 days a week (includes food & support costs)
3. Transportation	1 one-way trip for 1 senior 5 days a week

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2005-September 2006)?

Service*	Number of County funded units
1. Congregate Meals	33,000
2. Home Delivered Meals	65,000
3. Transportation	21,858

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.)
1. Congregate Meals	\$7.00 per unit (Seminole County pays \$1.82 per unit x 30,000 units which = \$54,600 or 29% matching funds)
2. Home Delivered Meals	\$5.00 per unit (Seminole County pays \$1.63 per unit x 65,000 units which = \$105,950 or 31% matching funds)
3. Transportation	\$16.00 per trip (Seminole County pays \$1.83 per trip x 23,499 trips which = \$21,858 or 17% matching funds)

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Congregate Meals	Dept. of Elder Affairs Unit Costing Methodology
2. Home Delivered Meals	Dept. of Elder Affairs Unit Costing Methodology
3. Transportation	Dept. of Elder Affairs Unit Costing Methodology

***Not to exceed \$200,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Meals On Wheels

Original and One Copy to:

Program Manager
534 W. Lake Mary Blvd
Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Congregate				30,000			\$7.00	\$0.00
Home Del				80,000			\$5.00	\$0.00
Transportation				21,858			\$16.00	\$0.00
TOTAL	0	0	0	131858	0	0	\$0.00	\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2007. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

Exhibit C: PROGRAM LOGIC MODEL (Continued)...

Name of Program: Congregate Meals

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Meals on Wheels, Etc.

PROGRAM Congregate Meals PLEASE CHECK: EXISTING **X** NEW

DATE REVISED 6/26/07

PROGRAM LOCATION(S): Community Centers & Churches throughout Seminole County

Outcomes	Indicators
Outcome 1: Nutritional risk is improved or maintained.	1.1 Results from MOW annual client survey on maintaining a healthy diet. 1.2
Outcome 2: Seniors live independently.	2.1 Results from MOW annual client survey on Congregate meals helping Seniors to live independently. 2.2
Outcome 3: Isolation and loneliness are reduced.	3.1 Results from MOW annual client survey on feelings of being alone or isolated. 3.2 Results from MOW annual client survey on making new friends through participation in the Congregate Dining Program.

Exhibit C: PROGRAM LOGIC MODEL (Continued)...

Name of Program: Transportation

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Meals on Wheels, Etc.

PROGRAM Transportation PLEASE CHECK: EXISTING **X** NEW

DATE REVISED 6/26/07

PROGRAM LOCATION(S): Throughout Seminole County

Outcomes	Indicators
Outcome 1: Health risk is improved or maintained.	1.1 Results from MOW annual client survey on transportation helping improve or maintain their physical health. 1.2 Results from MOW annual client survey on increasing Senior's access to medical care & prescriptions.
Outcome 2: Seniors live independently.	2.1 Results from MOW annual client survey on Transportation service helping Seniors to live independently. 2.2

Exhibit C: PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: 6/26/07

Agency: MEALS ON WHEELS, ETC.
 Program: TRANSPORTATION
 Program Locations: Throughout Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
Ability to get to doctor appointments & pick up necessary prescriptions	ATTEND TO THE TRANSPORTATION NEEDS OF SEMINOLE COUNTY SENIORS	More than 95% of Clients will feel that our services help maintain or improve their physical health	<p style="text-align: center;"><u>RESOURCES</u></p> <p style="text-align: center;"><u>SERVICE PROVIDERS:</u> STAFF : 8.70 FTE</p> <p style="text-align: center;"><u>PROGRAM SETTING:</u> CLIENT HOMES, COMMUNITY CENTERS, CHURCHES, GROCERY STORES, PHYSICIANS OFFICES, PHARMACIES</p> <p style="text-align: center;"><u>COMMUNITY FACTORS & COLLABORATIONS:</u> CIVIC & CORPORATE GROUPS, INTERAGENCY & REFERRAL AGREEMENTS</p>	100% of participants receive an agency developed client survey once a year	HEALTH RISK IS IMPROVED OR MAINTAINED
Ability to shop for groceries and attend congregate dining	PREVENT PREMATURE NURSING HOME PLACEMENT BY SERVING SENIORS AT RISK PROVIDE TAX SAVINGS - COST OF NURSING HOME VS IN-HOME SERVICES	More than 98% of Clients will feel that our services help them to live independently	<p style="text-align: center;"><u>SERVICE TECHNOLOGIES:</u> INFORMATION SYSTEMS · COMMUNICATION SYSTEMS VANS (EQUIPPED FOR THE DISABLED)</p> <p style="text-align: center;"><u>FUNDING SOURCES:</u> GOVERNMENT (FEDERAL, COUNTY, CITY) , UNITED WAY FOUNDATIONS - VNA, RYAN, DARDEN SERVICE GROUPS, CORPORATIONS, FUNDRAISING EVENTS</p> <p style="text-align: center;"><u>PARTICIPANTS:</u> CLIENTS AGE 60+ IN SEMINOLE COUNTY</p> <p style="text-align: center;"><u>ACTIVITIES</u> 21,858 TRIPS OF DOOR-TO-DOOR TRANSPORTATION FOR SENIORS FOR A YEAR TRANSPORTATION PROVIDED TO CONGREGATE SITES, MEDICAL APPOINTMENTS, GROCERY STORES, AND ESSENTIAL ERRANDS</p>	100% of participants receive an agency developed client survey once a year	SENIORS LIVE INDEPENDENTLY

Exhibit C: PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: 6/26/07

Agency:

MEALS ON WHEELS, ETC., INC.

Program:

CONGREGATE MEALS

Program Locations:

Community Centers & Churches throughout Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
Better Nutrition	ATTEND TO NUTRITIONAL NEEDS OF SEMINOLE COUNTY SENIORS	More than 94% of Clients will feel that attending congregate dining helped them to maintain a healthy diet	<p style="text-align: center;"><u>RESOURCES</u></p> <p style="text-align: center;"><u>SERVICE PROVIDERS:</u> STAFF : 6.34 FTE VOLUNTEERS : 45+</p> <p style="text-align: center;"><u>PROGRAM SETTING:</u> COMMUNITY CENTERS, CHURCHES</p> <p style="text-align: center;"><u>COMMUNITY FACTORS & COLLABORATIONS:</u> FOOD BANK, FOOD SERVICE, YMCA, INTERAGENCY & REFERRAL AGREEMENTS, CIVIC & CORPORATE GROUPS</p>	100% of participants receive an agency developed client survey once a year	NUTRITIONAL RISK IS IMPROVED OR MAINTAINED
Ability to stay active and remain living at home for as long as possible	PREVENT PREMATURE NURSING HOME PLACEMENT BY SERVING SENIORS AT RISK PROVIDE TAX SAVINGS	More than 93% of Clients will feel that our services help them to live independently	<p style="text-align: center;"><u>SERVICE TECHNOLOGIES:</u> INFORMATION SYSTEMS, COMMUNICATION SYSTEMS, KITCHEN</p> <p style="text-align: center;"><u>FUNDING SOURCES:</u> GOVERNMENT (FEDERAL, COUNTY, CITY), UNITED WAY FOUNDATIONS - VNA, RYAN, DARDEN SERVICE GROUPS, CORPORATIONS, FUNDRAISING EVENTS</p> <p style="text-align: center;"><u>PARTICIPANTS</u> CLIENTS AGE 60+ IN SEMINOLE COUNTY</p>	100% of participants receive an agency developed client survey once a year	SENIORS LIVE INDEPENDENTLY
To be around and interact with other people.	REDUCE THE ISOLATION & LONELINESS OF SEMINOLE COUNTY SENIORS	More than 85% of Clients will feel that our services help to reduce their feeling of isolation and loneliness	<p style="text-align: center;"><u>ACTIVITIES</u></p> <p style="text-align: center;">30,000 PREPARED & DELIVERED HOT NOONMEALS FOR SENIORS FOR A YEAR NUTRITION EDUCATION, INFORMATIONAL PRESENTATIONS, HEALTH SCREENINGS, SCREENING & ASSESSMENTS, VOLUNTEER VISITS, INTERGENERATIONAL PROGRAMS</p>	100% of participants receive an agency developed client survey once a year	ISOLATION & LONELINESS ARE REDUCED

Exhibit C: PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: 6/26/07

Agency: MEALS ON WHEELS, ETC.
 Program: HOME DELIVERED MEALS
 Program Locations: Client's Homes throughout Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
Better Nutrition	ATTEND TO NUTRITIONAL NEEDS OF SEMINOLE COUNTY SENIORS	Reduce the nutritional risk of more than 66% of the high-risk seniors served annually	<u>RESOURCES</u> <u>SERVICE PROVIDERS:</u> STAFF : 7.05 FTE VOLUNTEERS : 180+ <u>PROGRAM SETTING:</u> CLIENT HOMES <u>COMMUNITY FACTORS & COLLABORATIONS:</u> FOOD BANK, FOOD SERVICE, INTERAGENCY & REFERRAL AGREEMENTS, CIVIC & CORPORATE GROUPS <u>SERVICE TECHNOLOGIES:</u> INFORMATION SYSTEMS, COMMUNICATION SYSTEMS, KITCHEN <u>FUNDING SOURCES:</u> GOVERNMENT (FEDERAL, COUNTY, CITY) , UNITED WAY FOUNDATIONS - VNA, RYAN, DARDEN FEES, SERVICE GROUPS, CORPORATIONS, FUNDRAISING EVENTS <u>PARTICIPANTS</u> CLIENTS AGE 60+ IN SEMINOLE COUNTY <u>ACTIVITIES</u> 80,000 HOME DELIVERED MEALS FOR SENIORS FOR A YEAR NUTRITION EDUCATION, SCREENING & ASSESSMENTS, VOLUNTEER VISITS	100% of participants assessed twice per year for nutritional risk utilizing DOEA form 701B	NUTRITIONAL RISK IS IMPROVED OR MAINTAINED
Ability to stay active and remain living at home for as long as possible	PREVENT PREMATURE NURSING HOME PLACEMENT BY SERVING SENIORS AT RISK PROVIDE TAX SAVINGS - COST OF NURSING HOME VS IN-HOME	More than 96% of Clients will feel that our services help them to live independently		100% of participants receive an agency developed client survey once a year	SENIORS LIVE INDEPENDENTLY
To be around and interact with other people.	REDUCE THE ISOLATION & LONELINESS OF SEMINOLE COUNTY SENIORS	More than 85% of Clients will feel that our services help to reduce their feeling of isolation and loneliness		100% of participants receive an agency developed client survey once a year	ISOLATION & LONELINESS ARE REDUCED
Worried about having enough to eat and/or eating balanced meals.	REDUCE FOOD INSECURITY AMONG SEMINOLE COUNTY SENIORS	More than 88% of Clients will feel that our services increase their Food Security		100% of participants receive an agency developed client survey once a year	FOOD SECURITY IS INCREASED

Exhibit C: PROGRAM LOGIC MODEL (Continued)...

Name of Program: Home Delivered Meals

IX. PROGRAM EVALUATION PLAN

AGENCY Meals on Wheels, Etc.

PROGRAM Home Delivered Meals PLEASE CHECK: EXISTING **X** NEW

DATE REVISED 6/26/07

PROGRAM LOCATION(S): Client's Homes throughout Seminole County

Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Nutritional risk is improved or maintained.	DOEA form 701B MOW annual client survey	100% of participants 100% of participants	twice per year once per year
2. Seniors live independently.	MOW annual client survey	100% of participants	once per year
3. Isolation and loneliness are reduced.	MOW annual client survey	100% of participants	once per year
4. Food Security is increased.	MOW annual client survey	100% of participants	once per year

Exhibit C: PROGRAM LOGIC MODEL (Continued)...

Name of Program: Transportation

IX. PROGRAM EVALUATION PLAN

AGENCY Meals on Wheels, Etc.

PROGRAM Transportation PLEASE CHECK: EXISTING NEW

DATE REVISED 6/26/07

PROGRAM LOCATION(S): Throughout Seminole County

Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Health risk is improved or maintained.	MOW annual client survey	100% of participants	once per year
2. Seniors live independently.	MOW annual client survey	100% of participants	once per year

Exhibit C: PROGRAM LOGIC MODEL (Continued)...

Name of Program: Congregate Meals

IX. PROGRAM EVALUATION PLAN

AGENCY Meals on Wheels, Etc.

PROGRAM Congregate Meals PLEASE CHECK: EXISTING NEW

DATE REVISED 6/26/07

PROGRAM LOCATION(S): Community Centers & Churches throughout Seminole County

Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Nutritional risk is improved or maintained.	MOW annual client survey	100% of participants	once per year
2. Seniors live independently.	MOW annual client survey	100% of participants	once per year
3. Isolation and loneliness are reduced.	MOW annual client survey	100% of participants	once per year

Exhibit C: PROGRAM LOGIC MODEL (Continued)...

Name of Program: Congregate Meals

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Meals on Wheels, Etc.

PROGRAM Congregate Meals PLEASE CHECK: EXISTING **X** NEW

DATE REVISED 6/26/07

PROGRAM LOCATION(S): Community Centers & Churches throughout Seminole County

Outcomes	Indicators
Outcome 1: Nutritional risk is improved or maintained.	1.1 Results from MOW annual client survey on maintaining a healthy diet. 1.2
Outcome 2: Seniors live independently.	2.1 Results from MOW annual client survey on Congregate meals helping Seniors to live independently. 2.2
Outcome 3: Isolation and loneliness are reduced.	3.1 Results from MOW annual client survey on feelings of being alone or isolated. 3.2 Results from MOW annual client survey on making new friends through participation in the Congregate Dining Program.

EXHIBIT C

Agency: Meals On Wheels

Name of County Funded Program: _____

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due January 31, April 30, July 31, and October 31, 2008

NOTE: *The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.*

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) Area(s): Areas addressed in each outcome

(b) Population: Number of clients: _____

(c) Dates: Please list dates of when data is collected

(d) Tools: Measurement tools such as surveys, report cards, assessments, ect....

(e) Sample Size: (# out of (b))

(f) Response Rate: (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) Area(s):

(b) Population: Number of clients: _____

(c) Dates:

(d) Tools:

(e) Sample Size:

(f) Response Rate:

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) Area(s):

(b) Population:

(c) Dates:

(d) Tools:

(e) Sample Size:

(f) Response Rate:

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

THE SEMINOLE COUNTY COALITION FOR SCHOOL READINESS, INC. AGREEMENT

THIS AGREEMENT is made and entered this 30 day of October, 2007, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and SEMINOLE COUNTY COALITION FOR SCHOOL READINESS, INC., a Florida non profit corporation, whose address is 239 Rinehart Road, Lake Mary, Florida 34746, hereinafter referred to as the "COALITION".

W I T N E S S E T H:

WHEREAS, the COALITION is a community based agency which provides financial assistance to economically eligible working parents residing in Seminole County, Florida, for child care services and programs in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that COALITION fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received notice of termination. Upon said termination, COALITION shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. COALITION shall use funds from this Agreement, the Federal government, any public or private agency and subsidized parent fees to provide financial assistance to economically eligible working parents residing in Seminole County, Florida, for child care services and programs in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. COALITION agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by COALITION during the term of this Agreement. It is understood that COALITION has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby COALITION would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) COALITION 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 loss of any monies paid to COALITION or whomsoever, resulting out of COALITION'S fraud, defalcation, dishonesty, or failure of COALITION to comply with applicable laws or regulations; or by reason or as a result of any act or omission of COALITION in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to COALITION up to a maximum sum of EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) for all services provided hereunder by COALITION during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that COALITION has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, COALITION shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. COALITION shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of COALITION, any problems relating to the services to be provided pursuant to this Agreement that might exist for COALITION and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, COALITION shall submit on a quarterly basis, a financial report reflecting total COALITION receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, COALITION shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to COALITION as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received such notice of termination. In the event there are any unused COUNTY funds, COALITION shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

~~**Section 10. Access to Records.** COALITION shall allow the COUNTY, its duly authorized agent and the public access to such of COALITION'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.~~

Section 11. Audit. COALITION shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For COALITION:

Seminole County Coalition for School Readiness, Inc.
239 Rinehart Road
Lake Mary, Florida 32746

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.



Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, COALITION 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to COALITION as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. COALITION and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. COALITION agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or  should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting COALITION, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, 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

SED/lpk

10/5/07 10/24/07

P:\Users\lkennedy\My Documents\Community Services\coalition school readiness 2007.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model



EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Early Learning Coalition of Seminole
 AGENCY ADDRESS: 239 Rinehart Road, Lake Mary, FL 32746
 PRESIDENT/DIRECTOR NAME: Ramicah Watkins
 AGENCY PHONE NUMBER: 407-871-1101
 AGENCY FAX NUMBER: 407-871-1100
 AGENCY E-MAIL: debby@seminoleearlylearning.org
 PRESIDENT/DIRECTOR E-MAIL: Ramicah@seminoleearlylearning.org

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
Subsidized Child Care	Unit of Service = One day of child care

I. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units **
Subsidized Child Care	Increase funding by 15% to serve 57 children.

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
Subsidized Child Care	Average Daily Cost of Care = \$15.00

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
Subsidized Child Care	Sliding Fee Schedule and Reimbursement Rate Schedules as approved by the Early Learning Coalition of Seminole and Agency for Workforce Central Florida.

*** Funding Allocation shall not Exceed \$85,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: School Readiness Coalition

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
1 day of care				57			15.00	\$0.00
TOTAL	0	0	0	57	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C (1)-PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – School Readiness Subsidized Childcare and Related Services **Date Revised:** Initial Submission

Agency: Early Learning Coalition of Seminole
 Program: School Readiness Services and Subsidized Childcare
 Program Locations: Throughout Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	PROJECTED OUTCOMES
<p>A June 2000 study by WCF and EDC of Mid-Florida ranked childcare as a top issue for employees and businesses.</p> <p>According to the CDF, in 2005 the cost of four years of center-based care in Seminole County is approximately \$24,696.</p> <p>There are roughly 1,767 families with children under the age of 5 living in poverty in Seminole County.</p> <p>Children from low income families are less likely to enter school ready to learn.</p> <p>A 2004 study found pre-school programs have a measurable impact on children from low income families particularly males and Hispanics and African American children. (Demographically African-Americans represent 8.5% of the population, 13.3% self-report being Hispanic ethnicity.)</p> <p>Census reports just under 25,000 children residing in the county who are less than 5 years of age (6.3% of the population).</p>	<p>All Seminole County parents have access to high quality child care information and referral services.</p> <p>100% of available federal matching funds are accessed.</p>	<p>During a 12-month period, we will:</p> <p>Maximize the number of children enrolled in child care services. Target: Serve not less than an average of 2,000 children monthly.</p> <p>Strengthen the Coalition's ability to generate needed matching funds. Develop niche marketing materials for use at matching fund development activities</p> <p>Initiate sponsorship program. Target: Obtain at least 20% of matching fund requirements from local businesses and municipalities.</p>	<p>Via contract with 4C Orlando, the Coalition activities include leveraging the Seminole Commission grant against federal matching funds to</p> <ol style="list-style-type: none"> respond to family inquires for information regarding quality child care indicators, available providers, and subsidy options perform eligibility determination and enroll low income children into subsidized child care services provide technical assistance and training to enhance the quality of care offered by Seminole County early education and care providers <p>Resources include: Coalition staff – Executive Director, Quality/Inclusion Specialist, and Finance Officer, Provider Coordinator, Community Affairs Director. 4C Family Services staff – Vice President, Program Analyst, degreed Eligibility Coordinators and Supervisors, Eligibility trainer, Eligibility</p>	<p>Monthly desk top monitoring is conducted via provider reports to assess</p> <ol style="list-style-type: none"> the number of families receiving information and referral services children enrolled in care providers receiving program evaluations overall corporate expenditures <p>Semi-annually desk top monitoring is conducted via provider reports, to assess</p> <ol style="list-style-type: none"> parent satisfaction opportunities for continuous program improvement <p>Annually reports provided by the State are reviewed to assess the number and percent of children passing the state mandated school readiness test.</p>	<p>An average of 2,000 Seminole County low-income children receives child care services on a monthly basis.</p> <p>100% of available federal matching funds accessed.</p>

<p>The 2006 Child and Adolescent Health Survey reports 62.9% of parents with children 5 years of age or younger serve as the child's primary caregiver. These parents would likely be classified as "stay at home moms". 17.9% of parents use licensed family or center-based care. 9.6% use other family members or friends. Another 9.4% report the use of other types of care (the report offers no explanation of these types).</p> <p>In 2005, roughly 29% of Seminole County children are below or seriously below grade level on letter recognition and 34% are just as at-risk on initial sound recognition.</p>		<p>Counselors</p> <p>Collaborations – SR providers, public schools, child care association, local businesses, community college local government, community based organization, parents</p>		
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EXHIBIT C (2): PROGRAM LOGIC MODEL (Continued)...

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Early Learning Coalition of Seminole
 PROGRAM School Readiness Subsidized Childcare and Related Services
 DATE REVISED Initial Submission

PROGRAM LOCATION(S): Throughout Seminole County

Outcomes	Indicators
<p>Outcome 1: An average 2,000 Seminole County low-income children receive child care services monthly.</p>	<p>1.1 Total number of children reported as receiving services each month of the quarter.</p> <p>1.2 Total number of children reported as receiving services each month of the quarter.</p> <p>1.3 Total number of children reported as receiving services each month of the quarter.</p> <p>1.4 Total number of children reported as receiving services for the year divided by 12.</p>
<p>Outcome 2: 100% of available federal matching funds accessed.</p>	<p>2.1 Total amount of local funds raised during the quarter compared with required match.</p> <p>2.2 Total amount of local funds raised during the first 6 months compared with required match.</p> <p>2.3 Total amount of local funds raised during the first 9 months compared with required match.</p> <p>2.4 Total amount of local funds raised compared with required match.</p>
<p>Outcome 3: All Seminole County families have access to high quality child care and education services.</p>	<p>2.1 Total number of Community awareness events attended and/or hosted.</p> <p>2.2 Increase in provider environmental rating scale scores for program quality.</p> <p>2.3 Total number of providers attending workshops or conferences funded by the Coalition throughout the year.</p> <p>2.4 Total number of children scoring "ready" for kindergarten on FLKRS test.</p>

EXHIBIT C (3): PROGRAM LOGIC MODEL (Continued)...

IX. PROGRAM EVALUATION PLAN

AGENCY Early Learning Coalition of Seminole
 PROGRAM School Readiness Subsidized Childcare and Related Services
 PLEASE CHECK: EXISTING NEW
 DATE REVISED Initial Submission
 PROGRAM LOCATION(S) Throughout Seminole County

Projected Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. An average of 2,000 Seminole County low income children receive child care services.	Enrollment reports Slot Utilization reports	5% eligibility sample review	Monthly review of reports Quarterly desk top evaluator reports
2. 100% of available federal matching funds accessed.	Reimbursement requests and reports to State	100% review of match reports	Monthly review of reimbursement request Quarterly review of match reports
3. All Seminole County families have access to high quality care and education services.	FLKRS (Kindergarten Readiness Test) Report Community Outreach Reports Provider Training and Technical Assistance Reports	100% review of selected reports	Annual review of FLKRS results Quarterly review of Community Outreach reports Quarterly review of Provider Training and Technical Assistance Reports

EXHIBIT C (4)

Agency: Seminole County Coalition For School Readiness, Inc

Name of County Funded Program: Seminole County Coalition For School Readiness

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2008

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a)Area(s): Areas addressed in each outcome

(b)Population: Number of clients: _____

(c)Dates: Please list dates of when data is collected

(d)Tools: Measurement tools such as surveys, report cards, assessments, ect....

(e)Sample Size: (# out of (b))

(f) Response Rate: (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) Area(s):

(b) Population: Number of clients: _____

(c) Dates:

(d) Tools:

(e) Sample Size:

(f) Response Rate:

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a)Area(s):

(b)Population:

(c)Dates:

(d)Tools:

(e)Sample Size:

(f) Response Rate:

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

SEMINOLE COUNTY PUBLIC SCHOOLS MIDWAY SAFE HARBOR CENTER AGREEMENT

THIS AGREEMENT is made and entered this 23 day of Oct, 2007, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and SEMINOLE COUNTY PUBLIC SCHOOLS, a Florida non-profit corporation, whose address is 400 E. Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as "SCPS".

W I T N E S S E T H:

WHEREAS, the SCPS operates a facility in the Midway area of Seminole County, known as the Midway Safe Harbor Center, which provides programs including sports, computer lab, business enterprises, wellness and transportation services to primary school age children residing in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

This original document
must be returned to
Karen Ponder, SCPS

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SCPS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCPS after SCPS has received notice of termination. Upon said termination, SCPS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. SCPS shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to operate a facility in the Midway area of Seminole County, known as the Midway Safe Harbor Center, which provides programs including sports, computer lab, business enterprise, wellness and transportation services to primary school age children residing in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources.

SCPS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SCPS during the term of this Agreement. It is understood that SCPS has not previously entered into, and shall not enter into, an agreement with any other party, including service

recipients hereunder, whereby SCPS would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SCPS 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 loss of any monies paid to SCPS or whomsoever, resulting out of SCPS'S fraud, defalcation, dishonesty, or failure of SCPS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SCPS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SCPS up to a maximum sum of FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00) for all services provided hereunder by SCPS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that SCPS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SCPS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. SCPS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of SCPS, any problems relating to the services to be provided pursuant to this Agreement that might exist for SCPS and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SCPS shall submit on a quarterly basis, a financial report reflecting total SCPS receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SCPS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C"

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SCPS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCPS after SCPS has received such notice of termination. In the event there are any unused COUNTY funds, SCPS shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. SCPS shall allow the COUNTY, its duly authorized agent and the public access to such of SCPS'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination

in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. SCPS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For SCPS:

Marjorie Murray, President/Director
Seminole County Public Schools Midway Safe Harbor Center
400 E. Lake Mary Boulevard
Sanford, Florida 32773

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

Section 13. Assignments. Neither party to this Agreement shall ~~assign this Agreement, or any interest arising herein, without the~~ written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SCPS 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SCPS as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No  third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SCPS and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SCPS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.



Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SCPS, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B", and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.



(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

William Vogel

WILLIAM VOGEL, Ed. D.
Superintendent

(Corporate Seal)

SEMINOLE COUNTY PUBLIC SCHOOLS

By: *Barry W. Gainer*

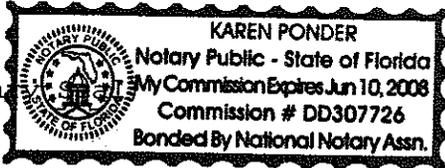
BARRY W. GAINER
Chairman

Date: 10/23/07

[ATTESTATION CONTINUED ON PAGE 10]

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

I HEREBY CERTIFY that, on this 23 day of OCT, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BARRY W. GAINER, as Chairman and WILLIAM VOGEL, as Superintendent, of SEMINOLE COUNTY PUBLIC SCHOOLS, a non-profit corporation organized under the laws of the State of Florida, who are ~~X~~ personally known to me or who have produced Ka as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



(Notary)

Karen Ponder
Print Name _____
Notary Public in and for the County _____
and State Aforementioned _____

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
2007, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
10/5/07

P:\Users\lkennedy\My Documents\Community Services\midway safe harbor center 2007.doc

Three (3) Attachments:

- 1. Exhibit "A" - Scope of Services
- 2. Exhibit "B" - Seminole County Community Service Agency Report Form
- 3. Exhibit "C" - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Seminole County Public Schools/ Midway Safe Harbor Program

AGENCY ADDRESS: 400 E. Lake Mary Blvd. Sanford, FL 32773

PRESIDENT/DIRECTOR NAME: Marjorie Murray

AGENCY PHONE NUMBER: 407-320-0244

AGENCY FAX NUMBER: 407-320-0293

AGENCY E-MAIL: Marjorie_Murray@scps.ker.fl.us

PRESIDENT/DIRECTOR E-MAIL: Marjorie_Murray@scps.ker.fl.us

The above agency will provide the following services for the residents of Seminole County during FY 2007-2008:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Teen Sports	One hour of sporting activity
2. Business Enterprise Program	One hour of business educational activities
3. Presentations	One presentation
4. Computer Lab	One hour of activity on the computer
5. Transportation	Transportation expenditure of Field Trip
6. Adult/Teen Wellness	One hour of service

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units
1. Teen Sports	2000 hours of sporting activities
2. Business Enterprise Program	2000 hours business educational activities
3. Presentations	20 presentations
4. Computer Lab	200 computer hours
5. Transportation	14 field trips
6. Adult/Teen Wellness	2150 service activities

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.)
1. Teen Sports	\$6.00 per hour
2. Business Enterprise Program	\$6.00 per hour
3. Presentations	\$250.00 per hour
4. Computer Lab (summer)	\$12.00 per hour
5. Transportation (summer)	Cost of Actual of transportation \$112.00
6. Adult/Teen Wellness	\$6.00 per hour

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Teen Sports	Actual cost of administering the program as determined by the Seminole County School Board
2. Business Enterprise Program	Actual cost of administering the program as determined by the Seminole County School Board
3. Presentations	Actual cost of presenter and program materials
4. Computer Lab	Actual cost of administering the program as determined by the Seminole County School Board
5. Transportation	Actual cost of transportation
6. Adult/Teen Wellness	Actual cost of administering the program as determined by the Seminole County School Board

***Not to exceed \$ 45,000.00**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name:

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: (Narrative must include all three items below to be considered complete)

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Teen Sports				2000			\$ 6.00	\$0.00
BE Program				2000			\$ 6.00	\$0.00
Presentations				20			\$ 250.00	\$0.00
Computer Lab				200			\$ 12.00	\$0.00
Transport				14			\$ 112.00	\$0.00
A/T Wellness				2150			\$ 6.00	\$0.00
TOTAL	0	0	0	6384	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	

*Client Service Record (breakdown of all billable units & client numbers) must be

EXHIBIT C

PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: Existing New

Agency: Seminole County Schools

Program Locations:

Program: Midway Safe Harbor

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES

EXHIBIT C (1)
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Indicators
Outcome 1:	1.1
	1.2
	1.3
	1.4
Outcome 2:	2.1
	2.2
	2.3
	2.4
Outcome 3:	3.1
	3.2
	3.3
	3.4

Notes:

EXHIBIT C (2)
PROGRAM LOGIC MODEL (Continued)
 Midway Safe Harbor
PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
1.			
2.			
3.			

Notes:

EXHIBIT C (3)
PROGRAM LOGIC MODEL (Continued)
Midway Safe Harbor
OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2008

NOTE: *The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.*

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C (3)

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC. AGREEMENT

THIS AGREEMENT is made and entered this 30 day of October, 2007, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, INC., a Florida non profit corporation, whose mailing address is Post Office Box 2921, Sanford, Florida 32772-2921, hereinafter referred to as the "COALITION".

W I T N E S S E T H:

WHEREAS, the COALITION provide shelter, food, basic care items and counseling sessions, including information on the dynamics of domestic violence, assessments and other supportive activities as needed to Seminole County adult and juvenile victims of domestic violence; and

WHEREAS, the COUNTY has deemed  that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that COALITION fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received notice of termination. Upon said termination, COALITION shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The COALITION shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide shelter, food, basic care items and counseling sessions, including information on the dynamics of domestic violence, risk assessments and other supportive activities as needed to Seminole County adult and juvenile victims of domestic violence, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. COALITION agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by COALITION during the term of this Agreement. It is understood that COALITION has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby COALITION would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) COALITION 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 loss of any monies paid to COALITION or whomsoever, resulting out of COALITION'S fraud, defalcation, dishonesty, or failure of COALITION to comply with applicable laws or regulations; or by reason or as a result of any act or omission of COALITION in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY's sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to COALITION up to a maximum sum of EIGHTY-FIVE THOUSAND AND NO/100 DOLLARS (\$85,000.00) for all services provided hereunder by COALITION during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is

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

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, COALITION shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. COALITION shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format  attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as

the general progress of COALITION, any problems relating to the services to be provided pursuant to this Agreement that might exist for COALITION and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, COALITION shall submit on a quarterly basis, a financial report reflecting total COALITION receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, COALITION shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to COALITION as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by COALITION after COALITION has received such notice of termination. In the event there are any unused COUNTY funds, COALITION shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. COALITION shall allow the COUNTY, its duly authorized agent and the public access to such of COALITION'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. COALITION shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For COALITION:

Jeanne Gold, Executive Director
Seminole County Victim's Right Coalition, Inc.
Post Office Box 2921
Sanford, Florida 32772-2921

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, COALITION 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to COALITION as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.



Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. COALITION and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. COALITION agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin,

or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting COALITION, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

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

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

SEMINOLE COUNTY VICTIM'S
RIGHTS COALITION, INC.


FRANK VANDE LOO, Secretary

By: 
KIP BEACHAM, President

(Corporate Seal)

Date: 10-30-07

[ATTESTATION CONTINUED ON PAGE 10]

STATE OF FLORIDA)
COUNTY OF Seminole)

I HEREBY CERTIFY that, on this 30 day of October, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared KIP BEACHAM and FRANK VANDE LOO, as President and Secretary, respectively, of SEMINOLE COUNTY VICTIM'S RIGHTS COALITION, 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.



Shenita Blount
Notary Public in and for the County and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, 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
SED/lpk
11/17/06
P:\Users\lkennedy\My Documents\Community Services\victim rights coalition 2007.doc

- Three (3) Attachments:
- 1. Exhibit "A" - Scope of Services
 - 2. Exhibit "B" - Seminole County Community Service Agency Report Form
 - 3. Exhibit "C" - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Seminole County Victims' Rights Coalition
 AGENCY ADDRESS: P.O. Box 2921, Sanford, FL 32772
 PRESIDENT/DIRECTOR NAME: Kip Beacham, President; Jeanne Gold, Executive Director
 AGENCY PHONE NUMBER: 407-302-5220, Ext. 225
 AGENCY FAX NUMBER: 407-302-5218
 AGENCY E-MAIL: www.safehouseofseminole.org
 PRESIDENT/DIRECTOR E-MAIL: jgold@safehouseofseminole.org

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Shelter nights	Clients who remain in shelter for safety, food, basic care items, for a minimum of 23 hours
2. Individual counseling	One counseling session lasting an average of one hour minimum. Counseling is advocacy which involves providing information on the dynamics of domestic violence, completing assessment of risk and ongoing safety planning, and engaging in other supportive activities as appropriate.

I. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units **
1. Shelter nights	3,300 nights
2. Individual counseling	1,092 hours

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Shelter nights	\$19 per night
2. Individual counseling	\$25 per hour

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Shelter nights	Industry standard set by the Department of Children and Families
2. Individual counseling	Industry standard set by the Department of Children and Families

Funding allocation will not Exceed \$85,000

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Safe House of Seminole

Original and One Copy to:

Program Manager

534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Shelter nights				3045			\$ 19.00	\$0.00
Individual Cou				1092			\$ 25.00	\$0.00
TOTAL	0	0	0	4137	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: Existing New

Agency:
Program Locations:

Program:

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>In 2004, there were 2,285 reported crimes of domestic violence in Seminole County, 80% of murders in the County were domestic violence. Sem. Co. was 2nd only to Miami Dade in the number of domestic violence murders in the State of Florida.</p>	<p>To provide a safe, confidential home and safe haven for victims of domestic violence and their children who are in imminent danger.</p>	<p>100% of the 320 victims and their children who enter the safe house will receive immediate safety through the video/audio security system, curfew, advocate monitoring and law enforcement presence.</p>	<p>Advocates will conduct initial screening for emergency shelter over the telephone. All files documented. For confidentiality, entry into the shelter will be with law enforcement escort, when possible. Trained, state certified advocates are on staff at all times, 24/7.</p>	<p>An exit assessment, goal attainment review and future planning is conducted prior to a resident participant leaving the program. Quarterly and yearly audits of files are conducted. Observations and physical/cognitive assessments documented as needed.</p>	<p>The safety of 320 victims of domestic violence and their children will increase upon entering the safe house.</p>
<p>Victims of domestic violence and their children need to prepare safety plans in addition to going to a safe place to escape harm and/or death.</p>	<p>To engage victims and their children more fully in safety planning and lethality/risk assessments</p>	<p>Mobilize 60% of the SafeHouse population through counseling, support group sessions and case management to create written safety plans with the assistance of trained advocates.</p>	<p>Advocates will help with safety planning throughout a victim's stay. Safety plans and lethality assessments will be written and kept on file.</p>	<p>An exit assessment, goal attainment review and future planning is conducted prior to a participant leaving the program. Quarterly and yearly audits of files are conducted.</p>	<p>264 victims living at Safe House participated in safety planning and lethality assessments to provide more education about the dangers of domestic violence crimes.</p>
<p>Many victims of domestic violence and their children leave for safe emergency shelter without money and resources.</p>	<p>To provide individualized assessments and case management to enable victims of domestic violence and their children to tap into mainstream benefits and make decisions as to their own lives.</p>	<p>After 72 hours of entering, 75% of the program participants will meet regularly with a case manager and advocate to work on personalized goals and plans during the 12-week program.</p>	<p>Case managers and family services advocates are required to meet with the victims and children within 72 hours of entering the safe house to develop an individualized plan.</p>	<p>An exit assessment, goal attainment review and future planning is conducted prior to a participant leaving the program. Quarterly and yearly audits of files are conducted. Observations and physical/cognitive assessments documented as needed.</p>	<p>250 program participants received referrals to resources and became more aware of options and benefits available to them within 12 weeks of staying at Safe House.</p>
<p>Thousands of domestic violence crimes go unreported, according to FCADV and DCF. Countless women and children who have resided at SafeHouse utilized services but were too afraid to report the domestic violence crime.</p>	<p>Provide individual and group counseling to achieve significant improvements in domestic violence victims' and their children's physical and mental health through non-judgmental support at all levels.</p>	<p>75% of program participants will seek individual counseling and attend support groups to help them with their needs and educate about the dynamics of domestic violence during the 12-week program.</p>	<p>Individual counseling is available on-going at all hours as needed by the resident program participants. Support groups are offered at a minimum of 3 times per week. Collaborations with Seminole Co. Mental Health, Women's Resource Center, UCF, volunteers and trained advocates provide assistance. Counseling will focus on a variety of topics</p>	<p>An exit assessment, goal attainment review and future planning is conducted prior to a participant leaving the program. Quarterly and yearly audits of files are conducted. Staff will meet periodically to monitor progress. Observations and physical/cognitive assessments documented as needed</p>	<p>250 victims and their children will receive counseling services to help decrease their anxiety and will have their basic needs met in addition to individualized support throughout their stay</p>

EXHIBIT C (1)
PROGRAM LOGIC MODEL (Continued)

PROGRAM OUTCOMES & INDICATORS

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Indicators
Outcome 1: Increase the safety of victims of domestic violence and their children who enter the Safe House.	<p>1.1 The number of women and children entering Safe House who report they are in danger.</p> <p>1.2 The number of written safety plans implemented.</p> <p>1.3 The number of lethality assessments conducted.</p> <p>1.4 The amount of shelter nights provided.</p>
Outcome 2: Increase education on the dynamics of domestic violence in order to decrease resident participant anxiety and help plan for a future without the abuser living in the same household.	<p>2.1 The number and percent of participants taking part in face-to-face counseling.</p> <p>2.2 The number and percent of participants taking part in group counseling.</p> <p>2.3 The number of written safety plans implemented.</p> <p>2.4 The number of child assessments.</p>
Outcome 3: Increase resident program participants' awareness of resources and options available to them as victims of domestic violence.	<p>3.1 The number of case management direct service information and referrals.</p> <p>3.2 The number of developed service plans including short term and long term goals.</p> <p>3.3 The number and content of comments made from the resident participant upon exiting from the SafeHouse.</p> <p>3.4 The number of resident participants who enter transitional housing programs.</p>

Notes:

EXHIBIT C (2) PROGRAM LOGIC MODEL (Continued)

PROGRAM EVALUATION PLAN

PLEASE CHECK: EXISTING: NEW: DATE REVISED:

Outcomes	Measurement Tool/Approach	Sampling Strategy & Sample Size	Frequency & Schedule of Data Collection
<p>1. The safety of 320 victims of domestic violence and their children will increase upon entering the safe house.</p>	<p>Monthly data collected by advocates. Observation by program staff.</p>	<p>The number of program participants coming into the Safe House in any given month. One individual sheltered constitutes one service unit.</p>	<p>At entry into the program Monthly data collection throughout the program duration. All data must be finalized and forwarded to the executive director for review and reporting. Reports due by the end of the first week of the following month.</p>
<p>2. One-hundred ninety victims living at Safe House participated in safety planning and lethality assessments and were thereby provided additional education about the dangers of domestic violence crimes</p>	<p>Monthly data collected by advocates. Observation by program staff. Exit interview and goal assessments as available</p>	<p>The number counseling hours and assistance hours for participants receiving direct service case management, including safety plans, information, referrals and child assessments each month.</p>	<p>At entry into the program Monthly data collection throughout the program duration. All data must be finalized and forwarded to the executive director for review and reporting. Reports due by the end of the first week of the following month. Exit interviews are reviewed as received.</p>
<p>3. . A minimum of 200 program participants received referrals to resources and became more aware of options and benefits available to them within 12 weeks of staying at Safe House.</p>	<p>Monthly data collected by advocates. Observations by program staff. Survey/exit interview and goal assessments as available.</p>	<p>The number of case management and counseling hours, tracking the number of direct service information and referrals are provided about domestic violence and available services and resources appropriate to each individual need. The number of program participants transitioning into housing.</p>	<p>Monthly data collection throughout the program duration. All data must be finalized and forwarded to the executive director for review and reporting. Reports due by the end of the first week of the following month. Exit interviews are reviewed as received.</p>

Notes:

EXHIBIT C (3)
PROGRAM LOGIC MODEL (Continued)

OUTCOME MEASUREMENT

Safe House of Seminole Quarterly Report

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2008

NOTE: *The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.*

DATA ANALYSIS

List a **maximum of three program outcomes and indicators** and report on the following:

- (1) Areas addressed in each outcome (knowledge, skills, behaviors, attitudes, conditions)
- (2) Target population of each outcome (client, agency, community)
- (3) Data Collection Dates
- (4) Tools, Sample Size, Response Rate
- (5) Preliminary results of data analysis

Outcome 1:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 2:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

Outcome 3:

Indicators:

Area(s):

Population:

Dates:

Tools, Sample Size, Response Rate:

Results:

EXHIBIT C (3)

PROGRAM LOGIC MODEL (Continued)

EXPLANATION OF RESULTS

Please explain what factors you believe impacted the results of this program's outcomes (listed under data analysis). Explain both successes and challenges.

Outcome #1:

Successes:

Challenges:

Outcome #2:

Successes:

Challenges:

Outcome #3:

Successes:

Challenges:

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

TOOLS

Describe staff's assessment of the measurement tools (i.e., validity, reliability, issues with implementation, response rates, modification needed).

SEMINOLE COMMUNITY VOLUNTEER PROGRAM, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and SEMINOLE COMMUNITY VOLUNTEER PROGRAM, INC., a Florida non-profit corporation, whose mailing address is Post Office Box 951636, Lake Mary, Florida 32795-1636, hereinafter referred to as "SCVP".

W I T N E S S E T H:

WHEREAS, SCVP provides a volunteer program to benefit the citizens of Seminole County, Florida through the commitment of volunteer time to various public service agencies and public institutions; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SCVP fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCVP after SCVP has received notice of termination. Upon said termination, SCVP shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. SCVP shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide a volunteer program to benefit the citizens of Seminole County, Florida, through commitment of volunteer time to various public service agencies and public institutions, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. SCVP agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SCVP during the term of this Agreement. It is understood that SCVP has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby SCVP would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SCVP 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 loss of any monies paid to SCVP or whomsoever, resulting out of SCVP'S fraud, defalcation, dishonesty, or failure of SCVP to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SCVP in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SCVP up to a maximum sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) for all services provided hereunder by SCVP during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is

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

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SCVP shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. SCVP shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as

the general progress of SCVP, any problems relating to the services to be provided pursuant to this Agreement that might exist for SCVP and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SCVP shall submit on a quarterly basis, a financial report reflecting total SCVP receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SCVP shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SCVP as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SCVP after SCVP has received such notice of termination. In the event there are any unused COUNTY funds, SCVP shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. SCVP shall allow the COUNTY, its duly authorized agent and the public access to such of SCVP'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. SCVP shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For SCVP:

Patricia Shields, Executive Director
Seminole Community Volunteer Program, Inc.
Post Office Box 951636
Lake Mary, Florida 32795-1636

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

~~**Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SCVP 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SCVP as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SCVP and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SCVP agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin,

or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SCVP, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

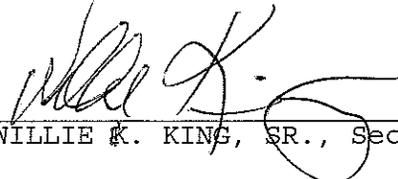
(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

SEMINOLE COMMUNITY VOLUNTEER
PROGRAM, INC.



WILLIE K. KING, SR., Secretary
(Corporate Seal)

By: 

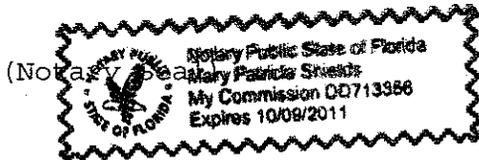
BARBARA HUGHES, President

Date: Oct. 12, 07

[ATTESTATION CONTINUED ON PAGE 10]

STATE OF FLORIDA)
)
COUNTY OF)

I HEREBY CERTIFY that, on this 12 day of October, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared BARBARA HUGHES and WILLIE K. KING, SR., as President and Secretary, respectively, of Seminole Community Volunteer Program, 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.



Mary Patricia Swicks
Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____,
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

SED/lpk
10/5/07

P:\Users\lkennedy\My Documents\Community Services\volunteer program 2007.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Seminole Community Volunteer Program, Inc.
AGENCY ADDRESS: P.O. Box 951636, Lake Mary, 32795
PRESIDENT/DIRECTOR NAME: Patricia Shields, Executive Director
AGENCY PHONE NUMBER: 407-323-4440 ext. 3
AGENCY FAX NUMBER: 407-323-8001
AGENCY E-MAIL: rsvpsem@aol.com
PRESIDENT/DIRECTOR E-MAIL: rsvpsem@aol.com

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Service Coordination	One individual placement session lasting an average of one hour
2. Recruitment	One session of community recruitment and outreach averaging one hour
3. Orientation and training	One hour of orientation and training
4. Project Coordination	One coordinated project

I. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units **
1. Service Coordination	1090 Hours of service coordination
2. Recruitment	80 Sessions of recruitment
3. Orientation and training	1100 Hours of orientation and training
4. Project Coordination	80 Projects coordinated

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Service Coordination	\$ 20.00 per hour
2. Recruitment	\$ 20.00 per session
3. Orientation and training	\$ 22.00 per hour
4. Project Coordination	\$ 155.00 per project

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Service Coordination	Industry standard set by SCVP based upon actual cost
2. Recruitment	Industry standard set by SCVP based upon actual cost
3. Orientation and training	Industry standard set by SCVP based upon actual cost
4. Project Coordination	Industry standard set by SCVP, based upon actual cost which is lower than industry average, determined by other counties volunteer centers

*** Funding Allocation will not exceed \$60,000.**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Seminole Community Volunteer Program
Original and One Copy to: Program Manager
 534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Service Coord				1090			\$ 20.00	\$0.00
Recruitment				80			\$ 20.00	\$0.00
Orientation				1100			\$ 22.00	\$0.00
Project Coord				80			\$ 155.00	\$0.00
TOTAL	0	0	0	2350	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C - PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: August 21, 2007

Agency: Seminole Community Volunteer Program, Inc.
 Program: Seminole Community Volunteer Program, Inc.
 Program Locations: 100 Weldon Blvd. Sanford, FL 32773

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION METHODS & FREQUENCY	PROJECTED OUTCOMES
Senior citizens need to remain active and involved.	Provide opportunities for all senior citizens to provide service to their community	Increase by 40 quarterly the number of senior citizen volunteers actively providing service to Seminole County. Success will be measured from quarterly service reports of new volunteers	<p>Recruiting events, presentations and speaking engagements by volunteer coordinator and executive director.</p> <p>Interview 10 - 20 volunteers monthly for matching with volunteer organizations' needs</p> <p>Provide one hour of orientation and training for new volunteers monthly.</p> <p>Post and update volunteer opportunities on Internet sites for recruitment</p> <p>Assist agencies developing volunteer service descriptions to aid in volunteer recruitment and placement</p>	<p>Annual systematic volunteer sampling, ongoing review of service records and data base</p> <p>Monthly review of volunteer service records.</p> <p>Quarterly data evaluation and review</p>	Enrich the lives of seniors by providing opportunities to remain active and the ability to make a difference through volunteer service
Non profit and public agencies in Seminole County need volunteers to help them meet their Missions.	Increase the number of senior citizens, youth, businesses, families, civic groups, community members, communities of faith, and individuals in service to Seminole County.	Increase by 80 quarterly the number of volunteers providing service to Seminole County. Success will be measured from quarterly service reports of new volunteers and by number of completed projects	<p>Recruiting events, presentations and speaking engagements by volunteer coordinator and executive director.</p> <p>Interview 20 - 30 volunteers monthly for matching with volunteer organizations' needs</p> <p>Provide one hour of orientation and training for</p>	<p>Monthly review of volunteer service, project records and official statistics. (service and project records)</p> <p>Agencies sampled by phone, fax and/or e-mail. Newsletters to all volunteers, calls to special project volunteers.</p>	Provide more volunteers with opportunities for community involvement through

<p>Seminole County needs to engage more citizen volunteers in disaster related services.</p>	<p>Ensure a culture of preparedness with a more disaster aware and resistant community in order to prepare for, respond to and heal from disasters</p>	<p>Increase by 25 quarterly the number of volunteers serving Seminole County in disaster related planning, drills, events and activities. Measurement will be from the database reflecting volunteers, projects and agencies served.</p>	<p>new volunteers monthly. Assist agencies developing volunteer service descriptions to aid in volunteer recruitment and placement Assist agencies develop projects to meet their mission. Recruit volunteers to complete projects.</p> <p>Recruiting events, presentations and speaking engagements by volunteer coordinator and executive director. Interview 15 -25 volunteers monthly for matching with volunteer organizations' needs Provide one hour of orientation and training for new volunteers monthly. Schedule and conduct overview of community disaster information and classes for recruited volunteers on Introduction to Disaster Services. Newsletters, advertising, technology, surveys, interviews and outreach.</p>	<p>Review of official statistics</p> <p>Review of all official statistics of volunteers</p> <p>Review of project reports</p> <p>Review of training records</p> <p>Annual agency sampled survey by phone, fax and/or e-mail</p>	<p>on-going assignments and special projects</p> <p>Increase the number of volunteers serving in disaster related planning and activities</p>
--	--	--	--	--	---

EXHIBIT C (2): PROGRAM LOGIC MODEL (Continued)...

Name of Program: Seminole Community Volunteer Program, Inc.

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Seminole Community Volunteer Program, Inc.

PROGRAM Seminole Community Volunteer Program, Inc. NEW

DATE REVISED August 21, 2007

Outcomes	Indicators/Thresholds that Determine Successful Outcomes
Outcome 1: Enrich the lives of seniors by providing opportunities to remain active and the ability to make a difference through volunteer service	1.1 Seniors will report increase level of community involvement 1.2 Seniors will report volunteering through SCVP increase their ability to fulfill their need to serve. 1.3 Seniors will report increase opportunities to give back to their community.
Outcome 2: Provide more volunteers with opportunities for community involvement through on-going assignments and special projects.	2.1 Database will reflect number of volunteers participating 2.2 Site visits with station partners and community service agencies to develop on going volunteer opportunities and special projects 2.3 Database reflecting projects and volunteer opportunities 2.4 Outreach and recruitment records.
Outcome 3: Increase the number of volunteers serving in disaster related planning and activities	3.1 Database reflecting training and orientation of volunteers. 3.2 Project, exercise and drill records 3.3 Outreach and recruitment records

EXHIBIT C (3): PROGRAM LOGIC MODEL (Continued)...

Name of Program: Seminole Community Volunteer Program, Inc.

IX. PROGRAM EVALUATION PLAN

AGENCY Seminole Community Volunteer Program, Inc.

PROGRAM Seminole Community Volunteer Program, Inc.

PLEASE CHECK: EXISTING NEW

DATE REVISED August 21, 2007

Projected Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Enrich the lives of seniors by providing opportunities to remain active and the ability to make a difference through volunteer service	Phone and written surveys, site visits, official statistics	All volunteers systematically sampled, volunteer service records, project records	Annual systematic sampling at volunteer recognition, monthly review of service records, on-going review of data base
2. Provide more volunteers with opportunities for community involvement through on-going assignments and special projects.	Phone, site visits, fax mail and e-mail with station partners Mail, e-mail and phone to volunteers	Agencies sampled by phone, fax and/or e-mail. Newsletters to all volunteers, calls to special project volunteers. Review of official statistics	Quarterly newsletter, routine phone calls and site visits, fax or e-mail. Routine calls to volunteers. Quarterly review of official statistics (service and project records)
3. Increase the number of volunteers serving in disaster related planning and activities	Newsletters, advertising, presentations, technology, surveys, interviews and outreach.	Review of official volunteer statistics Review of project reports Review of training records	Calls or e-mails to volunteers to project completion Quarterly review of official statistics (service, project and training records)

EXHIBIT C (4)

Agency: Seminole Community Volunteer Program
Name of County Funded Program: Seminole Community Volunteer Program

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2008

NOTE: *The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.*

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) **Area(s):** Areas addressed in each outcome

(b) **Population:** Number of clients: _____

(c) **Dates:** Please list dates of when data is collected

(d) **Tools:** Measurement tools such as surveys, report cards, assessments, ect....

(e) **Sample Size:** (# out of (b))

(f) **Response Rate:** (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) **Area(s):**

(b) **Population:** Number of clients: _____

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) **Area(s):**

(b) **Population:**

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

SPECIAL OLYMPICS FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and SPECIAL OLYMPICS FLORIDA, INC., a Florida non profit corporation, whose address is 1105 Citrus Tower Boulevard, Clermont, Florida 34711-1905, hereinafter referred to as the "SPECIAL OLYMPICS".

W I T N E S S E T H:

WHEREAS, the SPECIAL OLYMPICS provides athletic training, competition and socialization opportunities for mentally challenged residents of Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has  authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SPECIAL OLYMPICS fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SPECIAL OLYMPICS after SPECIAL OLYMPICS has received notice of termination. Upon said termination, SPECIAL OLYMPICS shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The SPECIAL OLYMPICS shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government,  or any public or private agency to provide athletic training, uniforms, competition, transportation and socialization opportunities for the mentally challenged residents of Seminole County in order to build confidence and self-esteem through such opportunities, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. SPECIAL OLYMPICS agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SPECIAL OLYMPICS during the term of this Agreement. It is understood that SPECIAL OLYMPICS has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby SPECIAL OLYMPICS would be paid

for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SPECIAL OLYMPICS 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 loss of any monies paid to SPECIAL OLYMPICS or whomsoever, resulting out of SPECIAL OLYMPICS's fraud, defalcation, dishonesty, or failure of SPECIAL OLYMPICS to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SPECIAL OLYMPICS in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY's sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SPECIAL OLYMPICS up to a maximum sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for all services provided hereunder by SPECIAL OLYMPICS during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that SPECIAL OLYMPICS has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SPECIAL OLYMPICS shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. SPECIAL OLYMPICS shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of SPECIAL OLYMPICS, any problems relating to the services to be provided pursuant to this Agreement that might exist for SPECIAL OLYMPICS and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SPECIAL OLYMPICS shall submit on a quarterly basis, a financial report reflecting total SPECIAL OLYMPICS receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SPECIAL OLYMPICS shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SPECIAL OLYMPICS as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SPECIAL OLYMPICS after SPECIAL OLYMPICS has received such notice of termination. In the event there are any unused COUNTY funds, SPECIAL OLYMPICS shall promptly refund

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

Section 10. Access to Records. SPECIAL OLYMPICS shall allow the COUNTY, its duly authorized agent and the public access to such of SPECIAL OLYMPICS'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. SPECIAL OLYMPICS shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For SPECIAL OLYMPICS:

Special Olympics Florida, Inc.
1105 Citrus Tower Boulevard
Clermont, Florida 34711-1905

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SPECIAL OLYMPICS 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SPECIAL OLYMPICS as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as

to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SPECIAL OLYMPICS and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SPECIAL OLYMPICS agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SPECIAL OLYMPICS, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

Exhibit A: SERVICE & COST PROPOSAL

AGENCY NAME: Special Olympics Florida – Seminole County
 AGENCY ADDRESS: 225 Newburyport Avenue
 PRESIDENT/DIRECTOR NAME: Debbie Jo Taylor
 AGENCY PHONE NUMBER: 407-571-8812
 AGENCY FAX NUMBER: 407-830-6814
 AGENCY E-MAIL: vinniec@altamonte.org
 PRESIDENT/DIRECTOR E-MAIL:

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Transportation	Provide transport to area and state competition
2. Lodging	Provide lodging for athletes attending state games

I. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units **
1. Transportation	4 single day trips to area games by chartered bus
	6 weekend trips using vans
	4 weekend trips using chartered bus (Avg 3 days per trip)
2. Lodging	10 weekend trips averaging 6 rooms per trip

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Transportation	1 bus @ \$750 per day / 1 van @ \$175.00 per weekend plus gas
2. Lodging	\$70.00 per room per night

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Transportation	Average actual cost per day per current rates
2. Lodging	Average actual cost per room per night.

*Funding will not Exceed \$10,000

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Special Olympics

Original and One Copy to:

Program Manager
534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Transportation								\$0.00
Lodging								\$0.00
TOTAL	0	0	0	0	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

Exhibit C (1)-PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2006

Program Logic Model -- Date Revised: _____

Agency: _____
 Program: _____
 Program Locations: _____

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
Transportation to Area and State Special Olympic games throughout the State of Florida	To provide adequate and safe transportation to Area and State games for Seminole County Special Olympic Athletes.	To provide a total of 8 chartered buses and 18 vans over grant year to transport athletes	Secure vehicles to transport athletes to sports venues	Surveyed parents of athletes to determine if they would be able to provide for their athletes by any other means	Seminole County Special Olympics providing transportation. Most of the athletes presently participating would not be able to advance beyond the County level of competition.
Lodging for athletes at State games throughout the State of Florida	To provide proper accommodations with chaperones for athletes while attending State games throughout the State of Florida	To provide a total of 60 Accommodations for athletes to attend state games over grant year.	Secure lodging for athletes to attend state games	State office of Special Olympics Florida negotiates best rate at local hotels in the vicinity of the various state games.	Seminole County Special Olympics provides adequate and safe lodging for all participants attending the various state games throughout the State of Florida.

Exhibit C (2): PROGRAM LOGIC MODEL (Continued)...

Name of Program: Seminole County Special Olympics

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY Special Olympics Florida- Seminole County

PROGRAM Seminole County Special Olympics NEW _NO_

DATE REVISED _____

PROGRAM LOCATION(S): Various Venues

Outcomes	Indicators
Outcome 1: Athletes were transported to Area and State Games	1.1 Secure a bus rental in order to transport large groups of athletes to competitions 1.2 Secure van rentals for smaller groups of athletes 1.3 Secure Seminole County School bus with driver during the year to transport athletes to competition 1.4 Secure volunteers to transport small groups of athletes to competition.
Outcome 2: Athletes were provided with proper housing while attending State games competition	2.1 Secure appropriate housing for large athlete delegations. 2.2 Secure appropriate housing for small groups
Outcome 3: Competition results for athletes	3.1 Number of athletes attending games- Supply rosters of various teams and events

Exhibit C (3): PROGRAM LOGIC MODEL (Continued)...

Seminole County Special Olympics

Name of Program: _____

IX. PROGRAM EVALUATION PLAN

AGENCY : Special Olympics- Florida – Seminole County

PROGRAM : Seminole County Special Olympics PLEASE CHECK: EXISTING NEW

DATE REVISED May 18, 2006

PROGRAM LOCATION(S) Seminole County Florida

Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Transport Athletes to area regional, sectional and state competitions throughout Florida	The number of athletes that need to be transported will depend on which method of transportation is employed to which competition. Sports rosters will determine this.	Depending on the size of the team required to play and practice the sport safely will depend on the roster size, number of teams etc. It will vary accordingly.	Weekly attendance is taken and reported on a monthly basis including rosters for those actually competing in area, regional, sectional and state competitions as these may vary
2. Provide adequate and safe lodging for all participants attending various state games throughout the State of Florida	The number of athletes that will need accommodations will depend on the various quotas and team sizes that have been compiled at both local and state levels	Depending on the size of the team required to play and practice the sport safely will depend on the roster size, number of teams etc. It will vary accordingly. Individual competition will also dictate accommodations for various competitions.	Weekly attendance is taken and reported on a monthly basis including rosters for those actually competing in area, regional, sectional and state competitions as these may vary

THE CHRISTIAN SHARING CENTER, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and THE CHRISTIAN SHARING CENTER, INC., a Florida non profit corporation, whose address is 600 North Highway 17/92, Suite 158, Longwood, Florida 32750, hereinafter referred to as the "CENTER".

W I T N E S S E T H:

WHEREAS, the CENTER provides food assistance and other basic services to individuals and families in Seminole County, Florida,; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008 the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than

thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that CENTER fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CENTER after CENTER has received notice of termination. Upon said termination, CENTER shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. The CENTER shall use funds from this Agreement, in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide food assistance and other basic services to individuals and families in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. CENTER agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by CENTER during the term of this Agreement. It is understood that CENTER has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby CENTER would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) CENTER 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 loss

of any monies paid to CENTER or whomsoever, resulting out of CENTER'S fraud, defalcation, dishonesty, or failure of CENTER to comply with applicable laws or regulations; or by reason or as a result of any act or omission of CENTER in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to CENTER up to a maximum sum of SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00) for all services provided hereunder by CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, CENTER shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. CENTER shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of CENTER, any problems relating to the services to be provided pursuant to this Agreement that might exist for CENTER and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, CENTER shall submit on a quarterly basis, a financial report reflecting total CENTER receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, CENTER shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to CENTER as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by CENTER after CENTER has received such notice of termination.

In the event there are any unused COUNTY funds, CENTER shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. CENTER shall allow the COUNTY, its duly authorized agent and the public access to such of CENTER'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. CENTER shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For CENTER:

Angie Romagosa, President/Director
The Christian Sharing Center, Inc.
600 North Highway 17/92, Suite 158
Longwood, Florida 32750

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.



Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, CENTER 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CENTER as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. CENTER and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. CENTER agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting CENTER, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida

Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

Angela M Romagosa
ANGELA M. ROMAGOSA
President/CEO

(Corporate Seal)

THE CHRISTIAN SHARING CENTER, INC.
By: Paul Hoyer
PAUL HOYER
Chairman

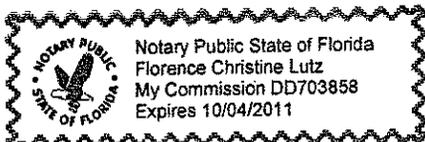
Date: 10/24/07

STATE OF FLORIDA)
COUNTY OF Seminole)

I HEREBY CERTIFY that, on this 24 day of October, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PAUL HOYER, as Chairman and ANGELA M. ROMAGOSA, as President/CEO of The Christian Sharing Center, Inc., a non-profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification. 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)

Florence C. Lutz
Print Name Florence C. Lutz
Notary Public in and for the County
and State Aforementioned



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk

10/5/07

P:\Users\lkennedy\My Documents\Community Services\christian sharing center 2007.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model



EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Christian Sharing Center
AGENCY ADDRESS: 600 N. Highway 17-92, Suite 158, Longwood 32750
PRESIDENT/DIRECTOR NAME: Angie Romagosa
AGENCY PHONE NUMBER: 407-260-9155
AGENCY FAX NUMBER: 407-332-0535
AGENCY E-MAIL: office@christiansharing.org
PRESIDENT/DIRECTOR E-MAIL: angie.romagosa@christiansharing.org

The above agency will provide the following services for the residents of Seminole County during FY 2007-2008:

- I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Food Assistance	Feed one (1) person one (1) bag for two (2) days on one occasion

- II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units
1. Food Assistance	3,620 two day units of food assistance

- 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.)
1. Food Assistance	\$18 per two (2) day period

- IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Food Assistance	Industry Standard set by FEMA

***Funding allocation will not to exceed \$65,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: The Christian Sharing Center

Original and One Copy to:

Program Manager

400 W. Airport Blvd., Sanford 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Food				3,620			18.00	\$0.00
TOTAL	0	0	0	3620	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2006. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

Exhibit C-PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: 07/02/07

Agency: The Christian Sharing Center
 Program: Food Assistance for Seminole County Residents
 Program Locations: 600 N. Hwy 17-92, #158, Longwood, FL 32750-3638

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION METHODS & FREQUENCY	PROJECTED OUTCOMES
<p>Based on the latest census statistics, approximately 33,354 residents in Seminole County live below the poverty level, which is approximately 8.6% of the county's total population.</p> <p>Approximately 11.6% of the children in Seminole County live below the poverty level.</p> <p>During 2000-2004 (U.S. Census Bureau), the population of Seminole County grew approximately 7% or 26,253 people. During the same four year period, the number of people living below the poverty level increased by 9%, or 9,128 people.</p>	<p>Provide Seminole County Residents experiencing financial hardships with emergency food assistance</p>	<p>1. Up to 5,556 units of food assistance will be rendered to Seminole County residents.</p> <p>2. At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.</p> <p>3. At least 80% of all sampled clients will indicate that the available foods selections provided by the agency met their needs or requirements.</p> <p>References: The F.E.M.A. standard unit of food supply is a single bag of groceries, is valued at \$18 and is defined to be, on average, a two-day supply of food per individual.</p>	<p>Activities: Interview and evaluate clients for eligibility and needs. Provide case management services to clients. Provide food assistance services to clients through Agency's on-site Food Pantry. Provide clients with referrals, such as counseling, financial planning, and food stamps, as appropriate. Provide educational materials regarding food budgeting and nutritional meal planning. Resources: Agency's client database, facilities, Food Pantry, Thrift Store, Boards of Directors, and staff. Second Harvest Food Bank Seminole County CSA, Seminole County Extension Services, Team Resources, and RSVP. Local grocery stores, food vendors, farms, and restaurants. Local churches, businesses, civic groups, and schools. Volunteers and donors</p>	<p>1. Statistics regarding the number of units of food assistance rendered will be regularly maintained in the agency's client database and case management records. Reports may be generated from the information in this database and in these records.</p> <p>2. Statistics regarding the client visit activity will be regularly maintained in the agency's client database and case management records. Reports may be generated from the information in this database and in these records.</p> <p>3. Statistics regarding the food selection will be collected via the agency's client surveys. Reports may be generated from tabulations of the information collected by these surveys</p>	<p>1. Up to 5,556 units of food assistance will be rendered to Seminole County residents.</p> <p>2. At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.</p> <p>3. At least 80% of all sampled clients will indicate that the available food selections provided by the agency met their needs or requirements.</p>

Exhibit C: PROGRAM LOGIC MODEL (Continued)...

Name of Program:

Food Assistance to Seminole County Residents

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY The Christian Sharing Center

PROGRAM Food Assistance for Seminole County Residents NEW

DATE REVISED 07/02/07

Outcomes	Indicators/Thresholds that Determine Successful Outcomes
<p>Outcome 1:</p> <p>Up to 5,556 units of food assistance will be rendered to Seminole County residents</p>	<p>1.1 Numbers of units rendered</p> <p>1.2 Seminole County residency</p>
<p>Outcome 2:</p> <p>At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.</p>	<p>2.1 Frequency of visits</p>
<p>Outcome 3:</p> <p>At least 80% of all sampled clients will indicate that the available food selections provided by the agency met their needs or requirements</p>	<p>3.1 Food selection</p> <p>3.2 Availability of USDA food</p> <p>3.3 Overall Nutrition of diet</p> <p>3.4 Overall health</p>
<p>:</p>	

Exhibit C: PROGRAM LOGIC MODEL (Continued)...

Food Assistance for Seminole County Residents

Name of Program: _____

IX. PROGRAM EVALUATION PLAN

AGENCY The Christian Sharing Center

PROGRAM Food Assistance for Seminole County Residents

PLEASE CHECK: EXISTING NEW

DATE REVISED 07/02/07

Projected Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Up to 5,556 units of food assistance will be rendered to Seminole County residents	Clients will be interviewed and evaluated by agency caseworkers, and the results of the interviews will be recorded in the agency's case management records and in the client database.	100% of all records in the agency's client database and case management records will indicate the number of units of food assistance rendered to Seminole County residents.	Agency's case management records are updated daily, in real time. Agency's client database is updated daily.
2. At least 80% of all sampled clients will require fewer than 4 renderings of food assistance by the agency during any 3 month period.	Statistics will be collected by agency caseworkers during client interviews and will be recorded in agency's case management records and in agency's client database.	100% of all records in the agency's client database and case management records will indicate the number of visits by client during any 3 month period.	Agency's case management records are updated daily, in real time. Agency's client database is updated daily.
3. At least 80% of all sampled clients will indicate that the available foods selection provided by the agency met their needs or requirements.	Statistics will be collected by agency caseworkers during client interviews using agency surveys.	100% of all returned agency surveys will indicate whether or not the agency's available food selection met the clients' needs or requirements.	Agency's surveys are returned daily, in real time. Results of agency surveys are collated no less than once each quarter.

EXHIBIT C

Agency: Christian Sharing Center

Name of County Funded Program: _____

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due January 31, April 30, July 31, and October 31, 2008

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) **Area(s):** Areas addressed in each outcome

(b) **Population:** Number of clients: _____

(c) **Dates:** Please list dates of when data is collected

(d) **Tools:** Measurement tools such as surveys, report cards, assessments, ect....

(e) **Sample Size:** (# out of (b))

(f) **Response Rate:** (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) **Area(s):**

(b) **Population:** Number of clients: _____

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) **Area(s):**

(b) **Population:**

(c) **Dates:**

(d) **Tools:**

(e) **Sample Size:**

(f) **Response Rate:**

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

SEMINOLE WORK OPPORTUNITY PROGRAM AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and THE KATHLEEN ANDERSON COMPREHENSIVE WORK CENTER, INC., a Florida non-profit corporation doing business as SEMINOLE WORK OPPORTUNITY PROGRAM, whose address is 1095 Belle Avenue, Casselberry, Florida 32708, hereinafter referred to as "SWOP".

W I T N E S S E T H:

WHEREAS, SWOP provides educational, vocational and employment opportunities for developmentally disabled persons at a sheltered workshop located in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has  authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008 the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SWOP fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SWOP after SWOP has received notice of termination. Upon said termination, SWOP shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. SWOP shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide educational, vocational and employment opportunities for developmentally disabled persons at a sheltered workshop located in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. SWOP agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SWOP during the term of this Agreement. It is understood that SWOP has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby SWOP would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SWOP 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 loss of any monies paid to SWOP or whomsoever, resulting out of SWOP'S fraud, defalcation, dishonesty, or failure of SWOP to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SWOP in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SWOP up to a maximum sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) for all services provided hereunder by SWOP during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that SWOP has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SWOP shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. SWOP shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of SWOP, any problems relating to the services to be provided pursuant to this Agreement that might exist for SWOP and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SWOP shall submit on a quarterly basis, a financial report reflecting total SWOP receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SWOP shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SWOP as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SWOP after SWOP has received such notice of termination. In the event there are any unused COUNTY funds, SWOP shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. SWOP shall allow the COUNTY, its duly authorized agent and the public access to such of SWOP's records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. SWOP shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32771

For SWOP:

William H. Poe, Executive Director
The Kathleen Anderson Comprehensive Work Center, Inc.
D/b/a Seminole Work Opportunity Program
1095 Belle Avenue
Casselberry, Florida 32708

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SWOP 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 the COUNTY to terminate this

Agreement immediately upon delivery of written notice of termination to SWOP as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SWOP and COUNTY agree that all words, terms and conditions  contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SWOP agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or

provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting SWOP, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15),

Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

THE KATHLEEN ANDERSON
COMPREHENSIVE WORK CENTER, INC.

Chuck Moore
CHUCK MOORE, Secretary

By Curtis A. Moore
CURTIS MOORE, President

(Corporate Seal)



Date: 10-29-2007

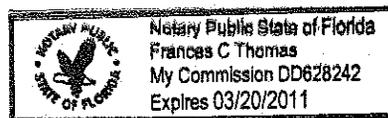
STATE OF FLORIDA)
COUNTY OF Seminole)

I HEREBY CERTIFY that, on this 29 day of Oct, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CURTIS MOORE, as President and CHUCK MOORE, as Secretary, respectively, of THE KATHLEEN ANDERSON COMPREHENSIVE WORK CENTER, INC., a non-profit corporation organized under the laws of the State of Florida, d/b/a SEMINOLE WORK OPPORTUNITY PROGRAM who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

Francis C Thomas
Print Name

Notary Public in and for the County
and State Aforementioned

(Notary Seal)



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk

10/10/07

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Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model



EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Seminole Work Opportunity Program
 AGENCY ADDRESS: 1095 Belle Ave Casselberry FL 32708
 PRESIDENT/DIRECTOR NAME: William Poe
 AGENCY PHONE NUMBER: (407)699-4419
 AGENCY FAX NUMBER: (407)699-967
 AGENCY E-MAIL: swop@bellsouth.net
 PRESIDENT/DIRECTOR E-MAIL: swop@bellsouth.net

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Comp Training	3 Consumers, 250 days/year each
2. Transportation	4 Consumers, 500 Trips/year each

I. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units **
1. Comp Training	750 Units
2. Transportation	1875 Units

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Comp Training	30.00/Unit
2. Transportation	4.00/Unit

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Comp Training	3 Consumers x 250 days/year each = # of Units. Total Grant divided By total units = cost of 1 Unit
2. Transportation	4 Consumers x 469 Trips/year each = # of Units. Total Grant Divided By total units = cost of 1 unit

*Funding shall not exceed \$20,000

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: **Seminole Work Opportunity**
 Original and One Copy to: **Program Manager**
534 W. Lake Mary Blvd., Sanford 32772

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: (Narrative must include all three items below to be considered complete)

- 1) Agency accomplishments this month:**
- 2) Summary of accomplishments made with Seminole County funding this month:**
- 3) Progress to broaden community financial support:**
- 4) Progress made in agency capacity building:**

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Training				750			\$ 20.00	\$0.00
Transportation				833			\$ 6.00	\$0.00
								\$0.00
								\$0.00
								\$0.00
TOTAL	0	0	0	1583	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C-PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: _____

Agency: Seminole work Opportunity Program

Program: Sheltered Workshop

Program Locations: 1095 Belle Avenue, Casselberry, FL 32708

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITES AND RESOURCES	EVALUATION	OUTCOMES
4000 developmentally disabled identified by state as waiting for services in District VII	Experienced vocational opportunities for developmentally disabled adults	100% of DD adults served will achieve or maintain at least 50% of critical skills and functions identified in their IPP	Trail DD adults using classroom curriculum (Project Skill Builders), vocational training by Rehab Staff through completing sub-contract work; provide a salary	Using time studies, contract P/L, compare goals and results, assess data, measure success/failures, make adjustments, evaluate on a bi-annual basis	100% of DD adults served achieve/maintain 50% of official skills
The majority of the developmentally disabled unable to find and maintain gainful employment	Increase educational opportunities for developmentally disabled adults.	95% of DD adults served will participate in Project Skill Builders	Adult Basic Education (Project Skill Builders) individual Program Development; Psychological staff	Using consumer satisfaction survey, compare goals and results, assess data measure successes/failures, make adjustments on a bi-annual basis.	95% of DD adults served will participate in Project Skill Builders
Upon completion of high school, the developmentally disabled have very limited resources for continued training in order to become semi-independent	Expand the number of developmentally disabled adults served in Seminole County.	SWOP will increase by 5% the number of developmentally disabled adults served in Seminole County.	Provide spaces, work training, salary to DD adults as they complete high school	Use admissions information on a monthly basis.	5% increases in number of DD adults served

EXHIBIT C (1): PROGRAM LOGIC MODEL (Continued)...

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY: Seminole Work Opportunity Program

PROGRAM Sheltered Workshop

EXISTING: x NEW

DATE REVISED _____

PROGRAM LOCATION(S): Casselberry

Outcomes	Indicators
Outcome 1: 100% of DD adults served will achieve/maintain 50% of critical skills	1.1 Time studies 1.2 Project/Loss Statement
Outcome 2: 95% of DD adults served will participate in Project skill Builders	2.1 Classroom progress reports 2.2 Consumer satisfaction survey
Outcome 3: 5% increase in number of DD adults served.	3.1 Admission records

THE SALVATION ARMY FAMILY FOCUS PROGRAM AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and THE SALVATION ARMY, a Georgia non-profit corporation, authorized to conduct business in the State of Florida, whose address is 1424 NE Expressway N.E., Atlanta, Georgia 30329, hereinafter referred to as the "SAFF".

W I T N E S S E T H:

WHEREAS, the SAFF provides children's services to residents of Seminole County, Florida through the Circuit and County Court systems in Seminole County, Florida; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and



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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008 the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that SAFF fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SAFF after SAFF has received notice of termination. Upon said termination, SAFF shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services.  The SAFF shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide children's services to residents of Seminole County, Florida through the Circuit and County Court systems in Seminole County, Florida, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. SAFF agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by SAFF during the term of this Agreement. It is understood that SAFF has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby SAFF would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) SAFF 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 loss of any monies paid to SAFF or whomsoever, resulting out of SAFF'S fraud, defalcation, dishonesty, or failure of SAFF to comply with applicable laws or regulations; or by reason or as a result of any act or omission of SAFF in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further  agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to SAFF up to a maximum sum of FIFTY-TWO THOUSAND AND NO/100 DOLLARS (\$52,000.00) for all services provided hereunder by SAFF during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in

Exhibit "A" and that SAFF has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, SAFF shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. SAFF shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:



(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of SAFF, any problems relating to the services to

be provided pursuant to this Agreement that might exist for SAFF and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, SAFF shall submit on a quarterly basis, a financial report reflecting total SAFF receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, SAFF shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to SAFF as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by SAFF after SAFF has received such notice of termination. In the event there are any unused COUNTY funds, SAFF shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. SAFF shall allow the COUNTY, its duly authorized agent and the public access to such of SAFF'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes as applicable.

Section 11. Audit. SAFF shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008,

or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For SAFF:

Program Director
Salvation Army Family Focus Program
1610 W. Airport Boulevard
Sanford, Florida 32771

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, SAFF 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to SAFF as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. SAFF and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. SAFF agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any

express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a  relationship of copartners between the parties, or as constituting SAFF, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida

Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

X [Signature]
WILLIAM R.N. GOODIER
Secretary



THE SALVATION ARMY
a Georgia Corporation

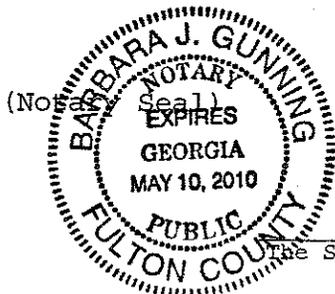
By: X [Signature]
ISRAEL L. GAITHER

(Corporate Seal)

Date: OCT 30 2007

STATE OF Georgia)
COUNTY OF FULTON)

I HEREBY CERTIFY that, on this 30th day of October, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ISRAEL L. GAITHER, as Chairman and WILLIAM R.N. GOODIER, as Secretary, of THE SALVATION ARMY, a Georgia non-profit corporation, authorized to do business in the State of Florida who are personally known to me or who have produced _____ as identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



X [Signature]
Print Name BARBARA GUNNING
Notary Public in and for the County
and State Aforementioned

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk
10/5/07

P:\Users\lkennedy\My Documents\Community Services\s Salvation Army 2007.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model



EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: The Salvation Army – Family Focus
AGENCY ADDRESS: 1610 W. Airport Blvd. Sanford, FL 32773
PRESIDENT/DIRECTOR NAME: Ida Rivera
AGENCY PHONE NUMBER: 407-323-6848
AGENCY FAX NUMBER: 407-321-3491
AGENCY E-MAIL:
PRESIDENT/DIRECTOR E-MAIL: Ida_Rivera@uss.salvationarmy.org

The above agency will provide the following services for the residents of Seminole County during FY 2007-2008:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Supervision-Visit	1 Supervised Visit session for 1 client for 1 hour
2. Supervision-Exchange	1 Monitored Exchange session for 1 family lasting 1 hour
3. Case Management	1 hour of case management
4. Parent Education	1 Parent Education class for 1 client for 2 ½ hours
5. Assessment	1 Assessment for 1 client for 1 hour

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units
1. Supervision-Visit	220 supervised visitation session
2. Supervision-Exchange	220 monitored exchange session
3. Case Management	350 hours
4. Parent Education	182 classes
5. Assessment	100 hours

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.)
1. Supervision-Visit	\$65.00 per one hour session per client (supervised visit)
2. Supervision-Exchange	\$65.00 per session per family (monitored exchange)
3. Case Management	\$30.00 per hour of Case Management
4. Parent Education	\$55.00 per class per client
5. Assessment	\$35.00 per assessment/intake per client

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Supervision-Visit	Survey of similar programs in United States
2. Supervision-Exchange	Survey of similar programs in United States
3. Case Management	Survey of similar programs in United States
4. Parent Education	Survey of similar programs in United States
5. Assessment	Survey of similar programs in United States

*Not to exceed \$52,000

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Salvation Army Family Focus

Original and One Copy to:

Kelly Metcalf, Program Manager
400 W. Airport Blvd., Sanford 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Supervised Visit				220			\$65.00	\$0.00
Sup Exchange				220			\$65.00	\$0.00
Case Manage				350			\$30.00	\$0.00
Parent Education				182			\$55.00	\$0.00
Assessment				100			\$35.00	\$0.00
TOTAL	0	0	0	1072	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2006. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

EXHIBIT C- PROGRAM LOGIC MODEL
 *Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: _____

Agency: The Salvation Army
 Program: Family Focus Program
 Program Locations: 1610 Airport Blvd, Sanford, Florida 32773

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>Children who are victims of abuse and neglect need a safe, secure place to visit their non-custodial parent.</p>	<p>To provide a safe and secure structured environment for parents and children when court ordered to supervised visitation</p>	<p>Observation forms are completed on each visit of child by the monitor. Uniform law enforcement is provided at visits to enforce security and safety of the child.</p>	<p>Each family will have a monitor during visits. Monitors are trained in observing visits. Each visiting parent is provided with a list of rules for visitation when they do their intake. If they do not abide the rules there visit can be terminated. Uniformed Law Enforcement is also present to insure that the visits are safe and secure</p>	<p>Observation forms are completed at the end of each visit. The observation form indicates completed by the monitor indicates how the visit went. The observation indicates how the child and parent reacted during the visit. Any redirection or warnings by the monitor or law enforcement is noted on the observation form.</p>	<p>Increase child's feeling of safety during scheduled visits. Increase a positive parent/child interaction.</p>
<p>Seminole County is ranked second in Florida with the number of abuse and neglect calls per month on percent per 1000 children. It would seem that there is a need for alternative parenting skills to be taught to parents who have abused or neglected their children.</p>	<p>To provide an alternative parenting skills and punishment program through the Nurturing Parenting Program.</p>	<p>Attend 12 week parenting class 2 hours a week. Must complete homework assigned in text book. Must participate in class discussion. Will take the AAPI 2 test at the beginning of the course and again at the end of the course.</p>	<p>Parenting class skills are practiced in class, videos are watch to learn new alternatives, class discussion of class assignment is discussed. Parents are given an opportunity to interact with other class members about their parenting skills.</p>	<p>AAPI 2 Tests are based on five constructs. For the student to complete the test with a satisfactory score they must score a 4 or better on a scale of 1-10. Completion all class requirements in a satisfactory manner and the AAPI 2 leads to graduation from the course.</p>	<p>Parents gain new confidence in their parenting skills and learn alternative ways in disciplining their children.</p>

EXHIBIT C- PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: _____

Agency: The Salvation Army
 Program: Family Focus Program
 Program Locations: 1610 Airport Blvd, Sanford, Florida 32773

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>Children who are victims of abuse and neglect need a safe, secure place to visit their non-custodial parent.</p>	<p>To provide a safe and secure structured environment for parents and children when court ordered to supervised visitation</p>	<p>Observation forms are completed on each visit of child by the monitor. Uniform law enforcement is provided at visits to enforce security and safety of the child.</p>	<p>Each family will have a monitor during visits. Monitors are trained in observing visits. Each visiting parent is provided with a list of rules for visitation when they do their intake. If they do not abide the rules there visit can be terminated. Uniformed Law Enforcement is also present to insure that the visits are safe and secure</p>	<p>Observation forms are completed at the end of each visit. The observation form indicates completed by the monitor indicates how the visit went. The observation indicates how the child and parent reacted during the visit. Any redirection or warnings by the monitor or law enforcement is noted on the observation form.</p>	<p>Increase child's feeling of safety during scheduled visits. Increase a positive parent/child interaction.</p>
<p>Seminole County is ranked second in Florida with the number of abuse and neglect calls per month on percent per 1000 children. It would seem that there is a need for alternative parenting skills to be taught to parents who have abused or neglected their children.</p>	<p>To provide an alternative parenting skills and punishment program through the Nurturing Parenting Program.</p>	<p>Attend 12 week parenting class 2 hours a week. Must complete homework assigned in text book. Must participate in class discussion. Will take the AAPI 2 test at the beginning of the course and again at the end of the course.</p>	<p>Parenting class skills are practiced in class, videos are watch to learn new alternatives, class discussion of class assignment is discussed. Parents are given an opportunity to interact with other class members about their parenting skills.</p>	<p>AAPI 2 Tests are based on five constructs. For the student to complete the test with a satisfactory score they must score a 4 or better on a scale of 1-10. Completion all class requirements in a satisfactory manner and the AAPI 2 leads to graduation from the course.</p>	<p>Parents gain new confidence in their parenting skills and learn alternative ways in disciplining their children.</p>

EXHIBIT C (2): PROGRAM LOGIC MODEL (Continued)...

Family Focus Program

Name of Program: _____

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY__The Salvation Army – A Georgia Corporation

PROGRAM__Family Focus Program_ PLEASE CHECK: EXISTING ____NEW_

DATE REVISED _____

PROGRAM LOCATION(S):_ 1610 Airport Blvd, Sanford, Florida 32773

Outcomes	Indicators
Outcome 1: Increase child's feeling of safety during course of scheduled visits.	1.1 Parents gain new confidence in their parenting skills and learn alternative disciplining skills 1.2 Presence of uniform law enforcement provides the child a feeling of safety. 1.3 Trained monitor with child at all times provides child with a safe feeling
Outcome 2: Increase positive parent/child interaction	2.1 Clients made aware of rules and guidelines in order to maintain a safe environment. 2.2 Parent and child are encouraged to interact with each other through a variety of activities.
Outcome 3: Parents gain new confidence in their parenting skills and learn alternative disciplining skills	3.1 Parents attend a 12 week parenting class. 3.2 Parents are pre and post tested during the parenting class.

EXHIBIT C (3): PROGRAM LOGIC MODEL (Continued)...

Family Focus Program

Name of Program: _____

IX. PROGRAM EVALUATION PLAN

AGENCY_The Salvation Army – A Georgia Corproation_____

PROGRAM_ Family Focus Program _____ PLEASE CHECK: EXISTING _____ NEW _____

DATE REVISED _____

PROGRAM LOCATION(S)___ 1610 Airport Blvd, Sanford, Florida 32773

Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. Increase child's feeling of safety during scheduled visits.	Completion of Observation form on visit by trained monitor. Presence of uniform law enforcement	Comprehensive Observation forms are completed at the end of each visit by the monitor of the visit. This is complete on every child who is in visitation.	Children in visitation have visits with the non-custodian parent every two weeks. After the visit the monitor completes the observation forms.
2. Increase positive parent /child interaction	Interaction is based on observation of the monitor . Encouragement of monitor to have parent child to do activities together.	Every child in the visitation program	Every time a child has a visit
3. Parents gain new confidence in their parenting skills and learn alternative disciplining skill.	Parents must complete all a pre and post test with a score of 4/5 in all five skill areas.	All students must complete the requirements of the course to graduate.	APPI 2 test given at beginning of course and at the end of the course.

EXHIBIT C

Agency: Salvation Army
Name of County Funded Program: Family Focus

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due January 31, April 30, July 31, and October 31, 2008

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) Area(s): Areas addressed in each outcome

(b) Population: Number of clients: _____

(c) Dates: Please list dates of when data is collected

(d) Tools: Measurement tools such as surveys, report cards, assessments, ect....

(e) Sample Size: (# out of (b))

(f) Response Rate: (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) Area(s):

(b) Population: Number of clients: _____

(c) Dates:

(d) Tools:

(e) Sample Size:

(f) Response Rate:

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) Area(s):

(b) Population:

(c) Dates:

(d) Tools:

(e) Sample Size:

(f) Response Rate:

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

VISITING NURSE ASSOCIATION OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered this ____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and VISITING NURSE ASSOCIATION OF CENTRAL FLORIDA, INC., a Florida non profit corporation, whose address is 3113 Lawton Road, Suite 250, Orlando, Florida 32803, hereinafter referred to as the "VISITING NURSE".

W I T N E S S E T H:

WHEREAS, VISITING NURSE provides home management and personal care services for seniors and provides care management services to determine cost effective and medically acceptable ways for elderly residents of Seminole County, Florida, with health related problems to remain in their homes; and



WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties

notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that VISTING NURSE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by VISTING NURSE after VISTING NURSE has received notice of termination. Upon said termination, VISTING NURSE shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. VISITING NURSE shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide home management and personal care services for seniors and provide case management services to determine cost effective and medically acceptable ways for elderly residents of Seminole County, Florida, with health related problems to remain in their homes, as described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 5. Revenue from Other Sources. VISTING NURSE agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by VISTING NURSE during the term of this Agreement. It is understood that VISTING NURSE has not previously entered into, and shall not enter into, an agreement with any other party, including service recipients hereunder, whereby VISTING NURSE would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) VISTING NURSE 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 loss of any monies paid to VISTING NURSE or whomsoever, resulting out of VISTING NURSE'S fraud, defalcation, dishonesty, or failure of VISTING NURSE to comply with applicable laws or regulations; or by reason or as a result of any act or omission of VISTING NURSE in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to VISTING NURSE up to a maximum sum of TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) for all services provided hereunder by VISTING NURSE during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY'S Community

Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that VISTING NURSE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, VISTING NURSE shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. VISTING NURSE shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format  attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This

assessment shall be in paragraph form and include such information as the general progress of VISTING NURSE, any problems relating to the services to be provided pursuant to this Agreement that might exist for VISTING NURSE and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, VISTING NURSE shall submit on a quarterly basis, a financial report reflecting total VISTING NURSE receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.

(d) Notwithstanding the above, VISTING NURSE shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to VISTING NURSE as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by VISTING NURSE after VISTING NURSE has received such notice of termination. In the event there are any unused COUNTY funds, VISTING NURSE shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. VISTING NURSE shall allow the COUNTY, its duly authorized agent and the public access to such of VISTING NURSE'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance

Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. VISTING NURSE shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773

For VISTING NURSE:

Scott Clark, Chairman
3113 Lawton Road, Suite 250
Orlando, Florida 32803



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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, VISTING NURSE 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to VISTING NURSE as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.



Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. VISTING NURSE and COUNTY agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. VISTING NURSE agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national

origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.  The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting VISTING NURSE, including its officers, employees and agents, the agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

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

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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:

VISITING NURSE ASSOCIATION OF
CENTRAL FLORIDA, INC.

Michelle Hage
Michelle Hage
STEVEN LUBLIN, Secretary
mu
(Corporate Seal)

By: *SC*
SCOTT CLARK, Chairman

Date: 10-23-07

[ATTESTATION CONTINUED ON PAGE 10]

STATE OF FLORIDA)
)
COUNTY OF)

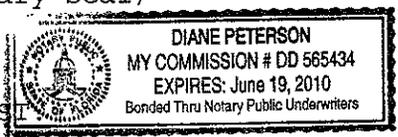
I HEREBY CERTIFY that, on this 23rd day of October, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared SCOTT CLARK and ~~STEVEN~~ *Michelle* *mcl* ~~LUBLIN~~, as Chairman and Secretary, respectively, of VISITING NURSE ASSOCIATION OF CENTRAL FLORIDA, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ 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.

Hage

Michelle
mcl

(Notary Seal)

Diane Peterson
Notary Public in and for the County
and State Aforementioned



ATTEST

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, Chairman

For the use and reliance
of Seminole County only.

Date: _____



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

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk
10/5/07

P:\Users\lkennedy\My Documents\Community Services\visiting nurse 2007.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Visiting Nurse Association of Central Florida, Inc
 AGENCY ADDRESS: 2100 Aloma Ave., Suite 100 Winter Park, Florida 32792
 PRESIDENT/DIRECTOR NAME: Marsha Lorenz
 AGENCY PHONE NUMBER: (407) 628-2884
 AGENCY FAX NUMBER: (407) 628-3170
 AGENCY E-MAIL:
 PRESIDENT/DIRECTOR E-MAIL: Marsha.Lorenz @orhs.org

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Case Management	1 hour of case management
2. Homemaker	1 hour of light housecleaning and home management tasks
3. Personal Care	1 hour of bathing, dressing and grooming assistance
4.	
5.	

I. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units **
1. Case Management	162
2. Homemaker	470
3. Personal Care	450
4.	
5.	

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Case Management	\$41.00 per hour
2. Homemaker	\$18.00 per hour
3. Personal Care	\$22.00 per hour
4.	
5.	

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Case Management	Dept. of Elder Affairs standard unit cost methodology
2. Homemaker	Dept. of Elder Affairs standard unit cost methodology
3. Personal Care	Dept. of Elder Affairs standard unit cost methodology
4.	
5.	

*Funding will not exceed \$25,000

EXHIBIT C-PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: N/A

Agency: Visiting Nurse Association of Central Florida, Inc.

Program: Community Care for the Elderly

Program Locations: Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>In the state of Florida, there are 3.7 million seniors over the age of 60, with 815,939 over the age of 80. Research shows that an average of 30% of these seniors have a problem performing at least one Activity of Daily Living (ADL).</p>	<p>Through the delivery of cost effective home services, the elders' quality of life is increased and nursing home placement is delayed or prevented.</p>	<p>70% of the clients will be maintained in their home throughout the entire year.</p>	<p>Activities: Telephone screening of frail, low income, homebound seniors (age 60+). Case management in-home assessment completed on all admitted Seminole County clients. Care plan developed with client/caregiver. Regular and ongoing monitoring of client/caregiver status and service needs. Total eligibility assessment completed yearly on all clients. In Home services arranged and provided per care plan. Resources: Funding sources from DOE and Florida Commission, HFUW, City of Orlando, Orange and Seminole County Governments, Private. Collaborations: Other senior agencies, UCF, private businesses, churches. Service Providers: Master level Executive Director and Program Administrator Master Level Director of Volunteers Fiscal and Information Support Administrators 3 degreed Case Management Supervisors 21 degreed Case Managers to include 4 Master level and 3 bilingual Adult Day Care Director Licensed Practical Nurse 3 Scheduling Supervisors 40 Homemakers and 35 Personal Care Workers 8 Administrative Support Personnel 50+ Volunteers</p>	<p>Client record Service logs Nursing home admission data from the CCE termination codes</p>	<p>70% of the clients will be maintained in their home throughout the entire year.</p>

EXHIBIT C-PROGRAM LOGIC MODEL (Continued)...

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: N/A

Agency:

Visiting Nurse Association of Central Florida, Inc.

Program:

Community Care for the Elderly

Program Locations:

Seminole County

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>The Florida Demographic Estimating Conference (2001) projects an 80% increase in the 85+ population, in Seminole County, by the year 2015. Due to this tremendous increase in the elderly population, cost effective in-home service programs need to be in place to reduce the cost to taxpayers.</p>	<p>Delivery of cost effective in-home services.</p>	<p>90% of clients will receive increased access to care, with individuals receiving 2 or more services.</p>	<p><u>Activities:</u> Case management in-home assessment completed on all admitted clients. Care plan developed with client/caregiver. Regular and on-going monitoring of client/caregiver status and service needs. Total eligibility assessment completed yearly on all clients. In Home services arranged and provided per care plan. <u>Resources:</u> Funding sources from DOEA and Florida Commission, HFUW, City of Orlando, Orange and Seminole County Governments, Private. <u>Collaborations:</u> Other senior agencies, UCF, private businesses, churches. <u>Service Providers:</u> Master level Executive Director and Program Administrator Master Level Director of Volunteers Fiscal and Information Support Administrators 3 degreed Case Management Supervisors 21 degreed Case Managers to include 4 Master level and 3 bilingual Adult Day Care Director Licensed Practical Nurse 3 Scheduling Supervisors 40 Homemakers and 35 Personal Care Workers 8 Administrative Support Personnel 50+ Volunteers</p>	<p>Community Survey Client records/care plans Service logs Initial assessment Report of services in place at time of assessment</p>	<p>90% of clients will receive increased access to care, with individuals receiving 2 or more services.</p>

EXHIBIT C - PROGRAM LOGIC MODEL (Continued)...

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Agency: Visiting Nurse Association of Central Florida, Inc. Program Logic Model – Date Revised: N/A
 Program: Community Care for the Elderly Existing New
 Program Locations: Seminole County

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION	OUTCOMES
<p>Due to the increase in the elderly population, more and more Seminole County residents are now in caregiver roles. Many of these caregivers lack the information and resources to adequately take care of their loved one.</p>	<p>Support caregivers in their role to reduce the feelings of stress.</p>	<p>90% of caregivers will reduce their level of stress.</p>	<p>Activities: Care plan developed with client/caregiver. Case management in-home assessment completed on all admitted clients. Regular and on-going monitoring of client/caregiver status and service needs. Total assessment completed yearly on all clients. In Home services arranged and provided per care plan.</p> <p>Resources: Funding sources from DOEA and Florida Commission, HFUW, City of Orlando, Orange and Seminole County Governments, Private.</p> <p>Collaborations: Other senior agencies, UCF, private businesses, churches.</p> <p>Service Providers: Master level Executive Director and Program Administrator Master Level Director of Volunteers Fiscal and Information Support Administrators 3 degreed Case Management Supervisors 21 degreed Case Managers to include 4 Master level and 3 bilingual Adult Day Care Director Licensed Practical Nurse 3 Scheduling Supervisors 40 Homemakers and 35 Personal Care Workers 8 Administrative Support Personnel 50+ Volunteers</p>	<p>Caregiver survey mailed yearly.</p>	<p>90% of caregivers will reduce their level of stress.</p>

EXHIBIT C (2): PROGRAM LOGIC MODEL (Continued)...

Name of Program: Community Care for the Elderly

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY: Visiting Nurse Association of Central Florida, Inc.
 PROGRAM: Community Care for the Elderly Existing
 DATE REVISED: N/A New
 PROGRAM LOCATION(S): Seminole County

Outcomes		Indicators
Outcome 1:	70% of the clients will be maintained in their home throughout the entire year.	1.1 A quarterly analysis of the CCE client caseload will be completed. The number of clients remaining in their home will be compared to the number placed in a nursing home or ALF. 1.2 Regular case management visits and weekly contact by field staff verifies client status in the home.
Outcome 2:	90% of clients will receive increased access to care, with individuals receiving two or more services.	2.1 Initial comprehensive assessment completed to determine needs on newly enrolled CCE clients during period 1/1/06 – 9/30/06. 2.2 Individualized care plans will be written to address client needs. 2.3 Using the community survey developed by the Miller Center and Senior Resource Alliance, evaluate what priority services are being offered to the client to meet their needs. 2.4 Compare number of newly arranged services to those services client had in place when they began the CCE program.
		2.5 Review case management visits and weekly contact by field staff to verify receipt of services.
Outcome 3:	90% of caregivers will reduce their level of stress.	3.1 Responses on a standardized, confidential written survey will be tabulated to indicate less stress for caregivers of CCE clients.

EXHIBIT C (2): PROGRAM LOGIC MODEL (Continued)...

Name of Program: Community Care for the Elderly

IX. PROGRAM EVALUATION PLAN

AGENCY: Visiting Nurse Association of Central Florida, Inc.

PROGRAM: Community Care for the Elderly

DATE REVISED:

PROGRAM LOCATION(S): Seminole County

Please check: Existing New

Outcomes	Measurement Tool/Approach	Sampling Strategy & Projected Sample Size	Frequency & Schedule of Data Collection
1. 70% of the clients will be maintained in their home throughout the entire year.	a) Client record b) Service logs c) Nursing home/ALF admission data from the CCE termination codes	All active CCE clients during the period of 1/1/08 – 9/30/08.	a) Regular reviews by case managers, every 3 months. b) Weekly documentation by field staff. c) Termination report run for period of 1/1/08 – 9/30/08.
2. 90% of clients will receive increased access to care, with individuals receiving 2 or more services.	a) Community survey b) Client record/care plans c) Services logs d) Initial assessment e) Report of Service in place at time of assessment	All newly enrolled CCE clients from 1/1/08 – 9/30/08.	a) Initial assessment and report of services in place completed on each new client. b) Survey of clients records and care plans on each new client (9/30/06). c) Weekly documentation by field staff and providers.
3. 90% of caregivers will reduce their level of stress.	a) Written, confidential survey mailed each year, in November, to all Seminole County CCE caregivers	All CCE clients with caregivers.	a) Yearly written survey in November 2008.

EXHIBIT C (3)

Agency: Visiting Nurse Association
Name of County Funded Program: Community Care for the Elderly

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due July 31, and October 31, 2008

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a) Area(s): Areas addressed in each outcome

(b) Population: Number of clients: _____

(c) Dates: Please list dates of when data is collected

(d) Tools: Measurement tools such as surveys, report cards, assessments, ect....

(e) Sample Size: (# out of (b))

(f) Response Rate: (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) Area(s):

(b) Population: Number of clients: _____

(c) Dates:

(d) Tools:

(e) Sample Size:

(f) Response Rate:

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a) Area(s):

(b) Population:

(c) Dates:

(d) Tools:

(e) Sample Size:

(f) Response Rate:

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

KIDS HOUSE OF SEMINOLE, INC. AGREEMENT

THIS AGREEMENT is made and entered this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY," and 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 "KIDSHOUSE".

W I T N E S S E T H:

WHEREAS, KIDSHOUSE provides for children's advocacy services, including law enforcement caseworker and volunteer recruitment and training, medical and therapy evaluations and referrals, abuse investigation and prosecution support, development and distribution of investigative guidelines and brochures and a database and follow-up procedures for children interviewed by the Child Protection Team; and

WHEREAS, the COUNTY has deemed that these programs and services serve a COUNTY purpose and has authorized funding for such a purpose; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the Agreement upon which the parties have relied.

Section 2. Term. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein.

Section 3. Termination. This Agreement may be terminated by either party at any time, with or without cause, upon not less than thirty (30) days' prior written notice delivered to the other party, as provided for herein, or, at the option of the COUNTY, immediately in the event that KIDSHOUSE fails to fulfill any of the terms, understandings or covenants of this Agreement. The COUNTY shall not be obligated to pay for any services provided or costs incurred by KIDSHOUSE after KIDSHOUSE has received notice of termination. Upon said termination, KIDSHOUSE shall immediately refund to the COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 7, 8 and 11 hereunder shall survive the term of this Agreement as a whole.

Section 4. Services. KIDSHOUSE shall use funds from this Agreement in conjunction with monies granted by the State of Florida, the Federal government, or any public or private agency to provide children's advocacy services, including law enforcement caseworker and volunteer recruitment and training, medical and therapy evaluations and referrals, abuse investigation and prosecution support, development and distribution of investigative guidelines and brochures and a database and follow-up procedures for children interviewed by the Child Protection Team.

Section 5. Revenue from Other Sources. KIDSHOUSE agrees to furnish the COUNTY with information regarding all revenues relating to the programs or services that are the subject of this Agreement received by KIDSHOUSE during the term of this Agreement. It is understood that KIDSHOUSE has not previously entered into, and shall

not enter into, an agreement with any other party, including service recipients hereunder, whereby KIDSHOUSE would be paid for providing the above services except as specified in Section 4 herein.

Section 6. Liability and Indemnification.

(a) KIDSHOUSE 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 loss of any monies paid to KIDSHOUSE or whomsoever, resulting out of KIDSHOUSE'S fraud, defalcation, dishonesty, or failure of KIDSHOUSE to comply with applicable laws or regulations; or by reason or as a result of any act or omission of KIDSHOUSE in the performance of the Agreement or any part thereof; or as may otherwise result in any way or instance whatsoever arising from this Agreement.

(b) Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions arising out of this Agreement of that party and the officers, employees and agents thereof.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of the COUNTY'S sovereign immunity.

Section 7. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to KIDSHOUSE up to a maximum sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for all services provided hereunder by KIDSHOUSE during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that KIDSHOUSE has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Program Manager
Community Assistance Division
Reflections Plaza
534 West Lake Mary Boulevard
Sanford, Florida 32773

(d) Notwithstanding the above, however, KIDSHOUSE shall not submit payment requests to the COUNTY which cumulatively total more than or equal to ninety percent (90%) of the sum set forth hereinabove prior to July 1, 2008.

Section 8. Reporting Requirements. KIDSHOUSE shall submit to the COUNTY by the 30th day of each month:

(a) A report in the format attached hereto and incorporated herein as Exhibit "B" delineating for the preceding month the following:

(1) A listing of objectives and projected service levels to benefit the COUNTY;

(2) Statistics representing the month's achievements and services provided to the COUNTY including, if applicable, the number of clients served, the number of programs and activities and the number of volunteers trained;

(3) Statistics showing the cumulative achievements and services provided to the COUNTY to date;

(4) The percent of projections achieved to date;

(5) A narrative assessment of progress toward accomplishing goals and objectives for service to the COUNTY. This assessment shall be in paragraph form and include such information as the general progress of KIDSHOUSE, any problems relating to the services to be provided pursuant to this Agreement that might exist for KIDSHOUSE and special comments on particular program components;

(b) Such additional information as required by the COUNTY to assess program effectiveness; and

(c) Notwithstanding the above, KIDSHOUSE shall submit on a quarterly basis, a financial report reflecting total KIDSHOUSE receipts and expenditures as set forth in a profit and loss statement acceptable to the COUNTY.



(d) Notwithstanding the above, KIDSHOUSE shall submit on a quarterly basis a quarterly logic model report in the format attached hereto and incorporated herein as Exhibit "C".

Section 9. Unavailability of Funds. If the COUNTY learns that funding from the State of Florida or Federal government cannot be obtained, or continued on a matching basis, if applicable, this Agreement may be terminated immediately, at the option of the COUNTY, by written notice of termination to KIDSHOUSE as provided hereinafter. The COUNTY shall not be obligated to pay for any services provided or costs incurred by KIDSHOUSE after KIDSHOUSE has received such notice of termination. In the event there are any unused COUNTY funds, KIDSHOUSE shall promptly refund those funds to the COUNTY or otherwise use such funds as the COUNTY directs.

Section 10. Access to Records. KIDSHOUSE shall allow the COUNTY, its duly authorized agent and the public access to such of KIDSHOUSE'S records as are pertinent to all services provided hereunder, at reasonable times and under reasonable conditions for inspection and examination in accordance with the Health Insurance Portability and Accountability Act and Chapter 119, Florida Statutes.

Section 11. Audit. KIDSHOUSE shall submit to the COUNTY an audit report for the term of this Agreement on or before December 31, 2008, or within ninety (90) days following the termination of this Agreement, whichever occurs earlier.

Section 12. Notices. Whenever either party desires to give notice unto the other, it shall be given in writing by certified United States mail, with return receipt requested, and sent to:

For COUNTY:

Director
Seminole County
Department of Community Services
534 West Lake Mary Boulevard
Sanford, Florida 32773



For KIDSHOUSE:

Nancy Crawford, Executive Director
Kids House of Seminole, Inc.
5467 North County Road 427
Sanford, Florida 32773

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

Section 13. Assignments. Neither party to this Agreement shall assign this Agreement, or any interest arising herein, without the written consent of the other.

Section 14. 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 15. Compliance with Laws and Regulations. In providing all services pursuant to this Agreement, KIDSHOUSE 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 the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to KIDSHOUSE as provided hereinabove.

Section 16. Disclaimer of Third Party Beneficiaries. This Agreement is made for the sole benefit of the parties hereto and their respective successors and assigns and is not intended to and shall not benefit any third party. No third party shall have any rights hereunder or as a result of this Agreement or any right to enforce any provisions of this Agreement.

Section 17. Governing Law. This Agreement shall be governed by the laws of the State of Florida and the ordinances, resolutions and policies of COUNTY not prohibited thereby. The parties hereby consent to venue in the Circuit Court in and for Seminole County, Florida, as to State actions and the United States District Court for the Middle District of Florida, Orlando Division, as to Federal actions.

Section 18. Interpretation. KIDSHOUSE and COUNTY agree that all words, terms and conditions contained herein are to be read in

concert, each with the other, and that a provision contained under one heading may be considered to be equally applicable under another in the interpretation of this Agreement

Section 19. Equal Opportunity. KIDSHOUSE agrees that it will not discriminate against any eligible person receiving services under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure an eligible person receives such services without regard to race, color, religion, sex, age, national origin, or disability.

Section 20. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall, for any reason whatsoever, be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall, in no way, affect the validity of the remaining covenants or provisions of this Agreement.

Section 21. Counterparts and Headings. This Agreement may be executed simultaneously and in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set out are for convenience and reference only and shall not be deemed a part of this Agreement.

Section 22. Independent Contractors. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing a relationship of copartners between the parties, or as constituting KIDSHOUSE, including its officers, employees and agents, the agent, representative or employee of the

COUNTY for any purpose or in any manner whatsoever. The parties are to be and shall remain independent contractors with respect to all matters pertinent to this Agreement.

Section 23. Exhibits. Exhibits "A", "B" and "C" to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.

Section 24. Conflict of Interest.

(a) The parties agree they will not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, or Section 220.115, Seminole County Code, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the party be conducted hereunder, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) The parties hereby agree that Federal or State monies, which may be received as a result of activities performed pursuant to this Agreement, shall not be used for the purpose of lobbying any branch of government, agency or employee of the Federal or State government.

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 L. Bouwens
CHRISTINA L. BOUWENS, Secretary

KIDS HOUSE OF SEMINOLE, INC.

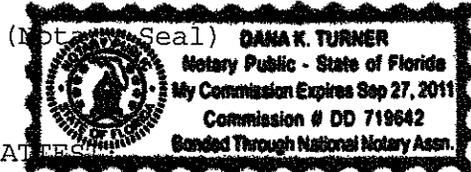
By: Denny Bowman
DENNY BOWMAN, President

(Corporate Seal)

Date: 11/16/07

STATE OF FLORIDA)
COUNTY OF Seminole)

I HEREBY CERTIFY that, on this 16th day of November, 2007 before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DENNY BOWMAN and CHRISTINA L. BOUWENS, as President 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.



Dana K. Turner
Notary Public in and for the County and State Aforementioned

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

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

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney
SED/lpk
10/5/07 10/24/07
P:\Users\lkennedy\My Documents\Community Services\kidshouse 2007.doc

Three (3) Attachments:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" - Seminole County Community Service Agency Report Form
3. Exhibit "C" - Program Logic Model

EXHIBIT A: SERVICE & COST PROPOSAL

AGENCY NAME: Kids House of Seminole, Inc.

AGENCY ADDRESS: 5467 North Ronald Reagan Blvd. Sanford, FL 32773

PRESIDENT/DIRECTOR NAME: Nancy Crawford

AGENCY PHONE NUMBER: (407) 324-3036

AGENCY FAX NUMBER: (407) 324-3045

AGENCY E-MAIL:

PRESIDENT/DIRECTOR E-MAIL: Crawford@kidshouse.org:

Answer the questions below to describe the service(s) your agency will provide with Seminole County funds.

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. Crisis Intervention	1 session crisis intervention with child victim and/or family
2. Risk Reduction	1 services assistance to at-risk family to ensure child safety
3. Case Review	1 case review for risk evaluation to ensure child safety
4. Therapy	1 sexual, physical, neglect, and/or emotional trauma counseling
5. Professional Training	1 hour of child abuse intervention and prevention training to professionals

I. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2007-September 2008)?

Service*	Number of County funded units **
1. Crisis Intervention	300 sessions
2. Risk Reduction	1176 services
3. Case Review	75 cases
4. Therapy	300 sessions
5. Training	85 hours

** Forecast for each service. Service units are transferable based on agency need and actual services provided each month

III. What is the cost of providing each of the service(s) defined in question (I.)?

Service*	Unit Cost (If unit cost is greater than \$5.00, round to the nearest dollar.)
1. Crisis Intervention	\$50 per session
2. Risk Reduction	\$30 per service
3. Case Review	\$90 per session
4. Therapy	\$125 per session
5. Training	\$65 per hour

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. Crisis Intervention	Industry standards set by Crisis Centers
2. Risk Reduction	Industry standards for Case Management set by DCF
3. Case Review	Industry standards for Case Management set by DCF
4. Therapy	Industry standards set by Mental Health
5. Training	Industry standards set by DCF and Educators

***Funding Allocation will not exceed \$100,000**

EXHIBIT B

Seminole County Community Service Agency Report Form

Agency Name: Kids House of Seminole

Original and One Copy to:

Program Manager
534 W. Lake Mary Blvd. Sanford, FL 32773

Month	
Date Mailed/delivered:	
Reimbursement amount:	\$0.00
Total No. Of Clients served this month:	
Total No. of Seminole Co. clients served this month:	
# of Total (above) receiving Seminole Co. funding:	
Amount Agency contributed to program this month:	
Total no. of volunteer hours contributed this month:	

NARRATIVE: *(Narrative must include all three items below to be considered complete)*

1) Agency accomplishments this month:

2) Summary of accomplishments made with Seminole County funding this month:

3) Progress to broaden community financial support:

4) Progress made in agency capacity building:

*Attach additional page(s) if necessary

Agency Total Units of Service				County Reimbursable Units				
Service	Goal	Current	YTD	Goal	Current	YTD	Unit Cost	Amount
Crisis Inter				300			\$ 50.00	\$0.00
Risk Reduction				1176			\$ 30.00	\$0.00
Case Review				75			\$ 90.00	\$0.00
Therapy				300			\$ 125.00	\$0.00
Training				85			\$ 65.00	\$0.00
TOTAL	0	0	0	1936	0	0		\$0.00

Quarterly financial report of total agency receipts and expenditures, (Profit and Loss) and Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31 and October 31, 2008. Timely receipt of your agency's complete request will insure compliance with the terms of the funding agreement and will expedite reimbursement.

For County Staff Only	
Received (original):	
Complete:	
Processed:	
No. of corrections:	
Annual audit-date:	

*Client Service Record (breakdown of all billable units & client numbers) must be attached prior to processing.

Exhibit C-PROGRAM LOGIC MODEL

*Quarterly Outcomes and Indicators Reports are due January 31, April 30, July 31, and October 31, 2008

Program Logic Model – Date Revised: _____

Agency:

Kids House of Seminole, Inc.

Program:

Child Abuse Crisis Intervention and Prevention

Program Locations:

Kids House of Seminole, Inc.

Existing New

NEEDS	GOALS	MEASURABLE OBJECTIVES	ACTIVITIES AND RESOURCES	EVALUATION METHODS & FREQUENCY	PROJECTED OUTCOMES
There were 4309 cases of child abuse reported in 2006 in Seminole County with about three times that amount that went unreported.	Give child abuse victims and their families a chance to deal with the abuse and the effects of abuse.	To provide 540 sessions of crisis intervention to children who are victims of abuse and their families.	Child Advocates will work with each child and family that comes into the center providing the needed crisis intervention to help them through the early stages of the abuse trauma.	A standardized trauma symptoms assessment will be completed on each age appropriate child victim.	Stabilization of children who are victims of abuse and their families.
There were 4309 cases of child abuse reported in 2006 in Seminole County with about three times that amount that went unreported.	Gain needed assistance for child abuse victims and families to address issue of abuse and outside issues.	To provide 1990 risk reduction services to children who are victims of abuse and their families.	Child Advocates insure children and families are referred to needed services	Child advocates successfully complete the referral process.(80%)	Reduction of re-victimization of children who are abused.
Child abuse cases have at least 5 professionals involved requesting coordination of all information.	Insure that all child abuse victims referred receive complete services.	To provide case/peer reviews for 135 cases involving Children who are victims of abuse.	Facilitation of Child Advocate and Child Protection Team staff specific cases for review & Child Advocate Team staffs new cases, difficult cases and cases for closure.	The Child Protection Team Coordinator creates the list to be reviewed based on severity and complexity of the case.	Better services for children who are victims of abuse and the assurance that no child victim is lost in the system.
100% of children who are victims of abuse require therapy to prevent further abuse and to keep them from becoming abusers.	Provide an avenue of healing for children who are victims of abuse.	To provide 365 therapy sessions to children who are victims of abuse.	Licensed Mental Health Therapists provide quality counseling sessions to child abuse victims.	>The therapist conducts a standardized assessment at the beginning and the completion of therapy.	Children who are victims of abuse and their families have a chance to heal.

<p>Increases in population in Seminole County (3-4%/year) would in turn indicate an increase the number of professionals involved in Child Abuse cases. Changes in Child Welfare system requires re-training of professionals.</p>	<p>Assist child abuse victims by providing better educated and trained professionals</p>	<p>To provide 85 hours of training to professionals involved with children who are victims of abuse.</p>	<p>Training Coordinator and selected individuals will provide training opportunities to child welfare professionals and the community.</p>	<p>Training coordinator will administer a post training survey to all who attend training.</p>	<p>Better educated and trained child welfare professionals and better educated community, on child abuse.</p>
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Exhibit C: PROGRAM LOGIC MODEL (Continued)...

CHILD ABUSE CRISIS INTERVENTION AND PREVENTION

Name of Program: _____

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY KIDS HOUSE OF SEMINOLE, INC.

PROGRAM NEW

DATE REVISED June 18, 2007

PROGRAM LOCATION(S): Kids House of Seminole

Outcomes	Indicators/Thresholds that Determine Successful Outcomes
Outcome 1: Stabilization of Children who are victims of abuse and their families.	1.1 Standardized trauma symptoms assessment. 1.2 1.3 1.4
Outcome 2: Reduction of re-victimization of children who are abused.	2.1 80% successfully complete the referral process. 2.2 2.3 2.4
Outcome 3: Better services for children who are victims of abuse.	3.1 Child Protection Team Coordinator creates a list to be reviewed 3.2 3.3 3.4
Outcome 4: Children who are victims of abuse and their families have a chance to heal.	4.1 Therapist conducts a standardized assessment at the completion of therapy.
Outcome 5: Better educated and	5.1 Training coordinator will

Exhibit C: PROGRAM LOGIC MODEL (Continued)...

CHILD ABUSE CRISIS INTERVENTION AND PREVENTION

Name of Program: _____

VIII. PROGRAM OUTCOMES & INDICATORS

AGENCY KIDS HOUSE OF SEMINOLE, INC.

PROGRAM NEW

DATE REVISED June 18, 2007

PROGRAM LOCATION(S): Kids House of Seminole

Outcomes	Indicators/Thresholds that Determine Successful Outcomes
Outcome 1: Stabilization of Children who are victims of abuse and their families.	1. Standardized trauma symptoms assessment.
Outcome 2: Reduction of re-victimization of children who are abused.	2. 80% successfully complete the referral process.
Outcome 3: Better services for children who are victims of abuse.	3. Child Protection Team Coordinator creates a list to be reviewed
Outcome 4: Children who are victims of abuse and their families have a chance to heal.	4. Therapist conducts a standardized assessment at the completion of therapy.
Outcome 5: Better educated and trained child welfare professionals and educated community on child abuse.	5. Training coordinator will administer a post training service to all who attend training.

EXHIBIT C

Agency: Kids House of Seminole
Name of County Funded Program: _____

OUTCOME MEASUREMENT

Quarterly Outcomes Measurement Reports are due January 31, April 30, July 31, and October 31, 2008

NOTE: The following questions related to outcome measurement should refer to this specific program. Use more space if needed but please provide concise responses.

DATA ANALYSIS

Projected Outcome 1: (As listed in your contract)

Measurable Objective: Achieved: _____ Projected: _____

Indicators: Must include the threshold that indicates you are achieving the outcome

(a)Area(s): Areas addressed in each outcome

(b)Population: Number of clients: _____

(c)Dates: Please list dates of when data is collected

(d)Tools: Measurement tools such as surveys, report cards, assessments, ect....

(e)Sample Size: (# out of (b))

(f) Response Rate: (% of e who completed)

Quarterly results for Outcome 1:

Successes:

Challenges:

Projected outcome 2:

Measurable Objective: Achieved: _____ Projected: _____

Indicators:

(a) Area(s):

(b) Population: Number of clients: _____

(c) Dates:

(d) Tools:

(e) Sample Size:

(f) Response Rate:

Quarterly results for Outcome 2:

Successes:

Challenges:

Projected outcome 3:

Measurable Objective:

Indicators:

(a)Area(s):

(b)Population:

(c)Dates:

(d)Tools:

(e)Sample Size:

(f) Response Rate:

Quarterly results for Outcome 3:

Successes:

Challenges:

EXHIBIT C
PROGRAM LOGIC MODEL (Continued)

**This section must be completed by agency's Executive Director or Program Manager*

What insights has staff gained about this program through outcomes based measurement?

What adjustments does staff plan to make to this program based on what has been learned?

Please describe any challenges or success that may have impacted your agency ability to perform.

AMENDMENT TO SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC. AGREEMENT

THIS AMENDMENT is made and entered into this eighth day of November, 2007 and is to that certain Agreement made and entered into on the 15th day of June, 2006, between SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC., whose address is 237 Fernwood Boulevard, Fern Park, Florida 32730, hereinafter referred to as the "CENTER," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY".

W I T N E S S E T H:

WHEREAS, the CENTER and the COUNTY entered into the above referenced Agreement on June 15, 2006 for the COUNTY to fund certain comprehensive mental health services provided by the CENTER to residents of Seminole County, Florida; and

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

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

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

1. Section 8 of the Agreement is amended to read:

Section 8. Billing and Payment. The COUNTY hereby agrees to provide financial assistance to the CENTER up to a maximum sum of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$175,000.00) annually for all services provided hereunder by the CENTER during the term of this Agreement. Said sum is payable in monthly installments upon:

(a) Receipt by the COUNTY of a payment request. Such request for payment shall only be for services specifically provided for herein; and

(b) Verification by the Manager of the COUNTY's Community Assistance Division that the services for which reimbursement is sought are in accordance with service projections as described in Exhibit "A" and that the CENTER has complied with the reporting requirements contained hereinafter.

(c) Payment requests shall be sent to:

Original and one copy to:

Principal Analyst
Community Assistance Division
534 W. Lake Mary Boulevard
Sanford, Florida 32773

2. Section 14 of the Agreement is amended to read:

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

For COUNTY:

Director
Seminole County Department of Community Services
534 W. Lake Mary Boulevard
Sanford, Florida 32773

For CENTER:

~~Wes Newsome, Director~~ James P. Berko, President/CEO
Seminole Community Mental Health Center, Inc.
237 Fernwood Boulevard
Fern Park, Florida 32730

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

3. Exhibit "A" of the Agreement is deleted and Exhibit "A-1" attached hereto is substituted therefor.

4. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the

Agreement, as originally set forth in said Agreement.

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

ATTEST:

Tony Tizzio
TONY TIZZIO, Secretary
(Corporate Seal)

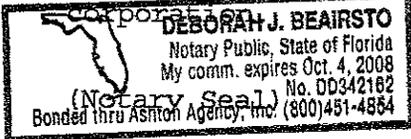
SEMINOLE COMMUNITY MENTAL
HEALTH CENTER, INC.

By: Gary E. Teramae
GARY TERAMAE, Chair

Date: 11/8/07

STATE OF FLORIDA)
COUNTY OF Seminole)

I HEREBY CERTIFY that, on this 8th day of November, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GARY TERAMAE and TONY TIZZIO, as Chair and Secretary, respectively, of SEMINOLE COMMUNITY MENTAL HEALTH CENTER, INC., a non profit corporation organized under the laws of the State of Florida, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the



Deborah J. Beairsto
Notary Public in and for the County
and State Aforementioned

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: Carlton Henley, ~~Chairman~~
Brenda Carey, 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
SED/lpk
10/8/07 11/2/07
P:\Users\lkennedy\My Documents\Community Services\mental health center 1 am.doc
Attachment:

Exhibit "A-1" - Scope of Services

EXHIBIT A-1: SERVICE & COST PROPOSAL

AGENCY NAME: Seminole County Community Mental Health
AGENCY ADDRESS: 237 Fernwood Blvd., Fern Park, FL 32730
PRESIDENT/DIRECTOR NAME: Jim Berko
AGENCY PHONE NUMBER: (407) 831-2411
AGENCY FAX NUMBER: (407)831-0105
AGENCY E-MAIL: scmhc@mindspring.com
PRESIDENT/DIRECTOR E-MAIL: jimberko@earthlink.com

The above agency will provide the following services for the residents of Seminole County during FY 2007-2008:

I. List the service(s) you plan to provide with Seminole County funds.

Service*	Description (Define a unit of service)
1. CSU	One available bed day
2. Med/Clinic	One hour of outpatient medical service

II. How many of each of the above stated service(s) is the County being asked to fund over the contract term (October 2005-September 2006)?

Service*	Number of County funded units
1. CSU	245 units
2. Med/Clinic	300 units

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.)
1. CSU	\$286.76 per unit
2. Med/Clinic	\$350.00 per unit

IV. How did you determine the unit cost defined in question (III.)?

Service*	How Unit Cost determined
1. CSU	Negotiated rate with District VII SAMH Program Office
2. Med/Clinic	Negotiated rate with District VII SAMH Program Office

***Not to exceed \$175,000.00**

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfactions of Second Mortgage

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: David Medley

CONTACT: Josie Delgado

EXT: 2381

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Satisfactions of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair Housing Program.

County-wide

Shirley Boyce

BACKGROUND:

The following clients received either Down Payment Assistance to purchase a home in Seminole County or Emergency Repair Assistance to rehabilitate their home in Seminole County. These clients have met and satisfied all County SHIP Policies and Affordability Periods or Federal HUD Regulations and are now requesting a Satisfaction of their Second Mortgage. As such, staff is requesting Board approval and execution of the attached Satisfactions on the properties to remove the satisfied liens.

The following clients refinance or sold their homes within the affordability period and repaid their mortgage, resulting in \$118,437.63 being returned to the Affordable Housing Trust Fund:

<u>Name</u>	<u>Parcel Number</u>
Anthony and Maria Cartagena	23-21-29-516-0000-117R
Mary E. Cooper	34-19-30-502-0100-0020
Dorothy E. Davis	33-21-30-519-0500-1690
Marilyn Guzman	15-21-29-518-0000-0180
Paula B. Martin	31-19-31-527-0000-0780
Patricia F. and Wilbert Wells	09-21-30-5BM-0A00-0160

The clients listed below have satisfied the current affordability period residency requirements, thus qualifying for the loan to be forgiven (\$42,000.00):

<u>Name</u>	<u>Parcel I.D. Number</u>
Lillian R. Gipson	32-19-31-505-0C00-0420

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the attached Satisfaction of Second Mortgage for households assisted under the SHIP Home Ownership Assistance Program and the Emergency Repair housing Program.

ATTACHMENTS:

1. Sat of Second Mortgage

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

This instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 24, 2004 and recorded in Official Records Book 5562, Pages 1768 through and including 1772, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated November 24, 2004, and recorded in the Official Records Book 5562, Pages 1773 through and including 1776, Public Records of Seminole County, Florida, which encumbered the property located at 220 Cherokee Court, Unit 117, Altamonte Springs, Florida 32701, the legal description and parcel identification for which are as follows:

CONDOMINIUM PARCEL NO. 117R OF HIDDEN RIDGE CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 1357, PAGE 625—OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA AND ANY AMENDMENTS THERETO, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS OF SAID CONDOMINIUM AND THOSE LIMITED COMMON ELEMENTS APPURTENANT TO SAID UNIT.

Parcel Identification Number: 23-21-29-516-0000-117R

(the "Property,") were made by **ANTHONY CARTEGENA** and **MARIA CARTEGENA**, hereinafter Owners, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owners transfer title, sell or in any manner cease to occupy the Property as their primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owners have sold the Property within the TEN (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about September 27, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
11/6/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated October 31, 2002, and recorded November 5, 2002, in Official Records Book 4580, Pages 606 through and including 0608, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of NINE THOUSAND THREE HUNDRED TWENTY AND 55/100 DOLLARS (\$9,320.55) (the "Note"), dated November 5, 2002, and recorded November 5, 2002, in the Official Records Book 4580, Pages 0609 through and including 0610, Public Records of Seminole County, Florida, and as re-recorded November 22, 2002, in Official Records Book 4607, Pages 1405 through and including 1409, which encumbered the property located at 2979 McKinley Lane, Sanford, Florida 32771 (f/k/a 2979 Truman Street, Sanford, Florida 32771), the legal description and parcel identification for which are as follows:

LOT 2 BLOCK 1, LINCOLN HEIGHTS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 99, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-19-30-502-0100-0020

(the "Property,") were made by **MARY E. COOPER**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within SIX (6) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was refinanced within the SIX(6)-year period; and

WHEREAS, the Owner has paid to Seminole County the pro-rated amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the pro-rated sum of ONE THOUSAND EIGHT HUNDRED SIXTY-FOUR AND 18/100 AND NO/100 DOLLARS (\$1,864.18) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 18, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
10/29/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a rehabilitation assistance SHIP Mortgage (the "Mortgage") dated November 10, 2004, and recorded in Official Records Book 5543, Pages 1549 through and including 1553, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) (the "Note"), dated November 10, 2004, and recorded in the Official Records Book 5543, Pages 1554 through and including 1557, Public Records of Seminole County, Florida, which encumbered the property located at 2979 McKinley Lane, Sanford, Florida 32771 (f/k/a 2979 Truman Street, Sanford, Florida 32771), the legal description and parcel identification for which are as follows:

LOT 2, BLOCK 1, LINCOLN HEIGHTS, SECTION 1. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 13, PAGE 99 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 34-19-30-502-0100-0020

(the "Property,") were made by **MARY E. COOPER**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was transferred within the TEN (10)-year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THIRTY THOUSAND SIX HUNDRED EIGHTY THREE AND 45/100 DOLLARS (\$30,683.45) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 17, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
10/29/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated December 30, 2005 and recorded in Official Records Book 6100, Pages 1052 through and including 1057, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated December 30, 2005 and recorded in the Official Records Book 6100, Pages 1058 through and including 1062, Public Records of Seminole County, Florida, which encumbered the property located at 169 Lewfield Circle, Winter Park, Florida 32792, the legal description and parcel identification for which are as follows:

CONDOMINIUM UNIT 169, THE STRATFORD, A WINTER PARK CONDOMINIUM, TOGETHER WITH AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF RECORDED IN OFFICIAL RECORDS BOOK 5851, PAGE 763, AS AMENDED FROM TIME TO TIME OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

Parcel Identification Number: 33-21-30-519-0500-1690

(the "Property,") were made by **DOROTHY E. DAVIS**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Owner has refinanced the Property within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Agreement; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 3, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
6/18/07

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated June 17, 2002 and recorded in Official Records Book 04442, Pages 1923 through and including 1926, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY-TWO THOUSAND THREE HUNDRED NINETY AND NO/100 DOLLARS (\$22,390.00) (the "Note"), dated June 17, 2002 and recorded in the Official Records Book 04442, Pages 1927 through and including 1929, Public Records of Seminole County, Florida, which encumbered the property located at 527 Derby Drive, Altamonte Springs, Florida 32714, the legal description and parcel identification for which are as follows:

LOT 18, MONTGOMERY SQUARE, ACCORDING TO THE PLAT THEROF AS RECORDED IN PLAT BOOK 24, PAGES 8 AND 9, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 15-21-29-518-0000-0180

(the "Property,") were made by **MARILYN GUZMAN**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was refinanced within the ten (10) year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY-TWO THOUSAND THREE HUNDRED NINETY AND NO/100 DOLLARS (\$22,390.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 9, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/sjs
10/12/07

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE AND NOTE

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated November 7, 2004, and recorded in Official Records Book 5547, Pages 0368 through and including 0372, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) (the "Note"), dated November 7, 2004, and recorded in the Official Records Book 5547, Pages 0373 through and including 0376, Public Records of Seminole County, Florida, which encumbered the property located at 216 McKay Boulevard, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 78, CEDAR HILL REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGES 96, 97, AND 98 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 31-19-31-527-0000-0780

(the "Property,") were made by **PAULA B. MARTIN**, the "Owner" of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage and Note granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within TEN (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage and Note; and

WHEREAS, the Property was transferred within the TEN (10)-year period; and

WHEREAS, the Owner has paid to Seminole County the amounts due and owing under the Mortgage and Note; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Mortgage and Note as well as the encumbrances of the Restrictive Covenant,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) the receipt of which is hereby acknowledged, paid to Seminole County on or about October 16, 2007, pursuant to the terms of the Mortgage and Note, Seminole County does hereby acknowledge full satisfaction of said Mortgage and Note.

The Property, the Owner, her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note, and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

AWS/jjr
10/29/2007

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MORTGAGE, NOTE AND AGREEMENT

Know All Persons By These Presents:

WHEREAS, a down payment assistance SHIP Mortgage (the "Mortgage") dated July 8, 1999 and recorded in Official Records Book 3701, Pages 1067 through and including 1071, Public Records of Seminole County, Florida, and a SHIP Mortgage Deferred Payment Promissory Note in the amount of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) (the "Note"), dated July 8, 1999 and recorded in the Official Records Book 3701, Pages 1072 through and including 1074, Public Records of Seminole County, Florida, and that certain Seminole County Home Program Assistance Agreement dated May 20, 1999, recorded in Official Records Book 3701, Pages 1075 through and including 1077, Public Records of Seminole County, Florida (the "Agreement") all of which encumbered the property located at 1260 Seminola Boulevard, Casselberry, Florida 32707, the legal description and parcel identification for which are as follows:

COMMENCE AT THE SOUTH EDGE OF SEMINOLA BOULEVARD, 250 FEET EAST OF THE EAST BORDER OF LOT 140, BLOCK D, MITCHELL'S SURVEY OF THE MOSES E. LEVY GRANT, RUN SOUTHERLY AT RIGHT ANGLES TO SEMINOLA BOULEVARD TO THE SOUTH BORDER OF THE MOSES E. LEVY GRANT; THENCE TURN 90 DEGREES TO THE EAST 50 FEET; 90 DEGREES TO THE NORTH TO THE SOUTH BORDER OF SEMINOLA BOULEVARD; THENCE 50 FEET WESTERLY ALONG THE SOUTH BORDER OF SEMINOLA BOULEVARD TO THE POINT OF BEGINNING. THIS PROPERTY IS ALSO DESCRIBED AS THE EAST 1/2 OF LOT 16, BLOCK A, AS FIGURED BY BISECTING THE NORTH AND SOUTH LINES, IN BLOCK A, SPORTSMAN'S PARADISE ADDITION TO CASSELBERRY FLORIDA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGES 12 AND 13, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

Parcel Identification Number: 09-21-30-5BM-0A00-0160

(the "Property,") were made by **PATRICIA F. WELLS** and **WILBERT WELLS**, husband and wife, (the "Owners") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Mortgage, Note, and Agreement granted to Seminole County a certain interest in the Property should the Owners transfer title, sell, or in any manner cease to occupy the Property as his

primary residence or dispose of the Property within ten (10) years from the date of the Mortgage and the Note; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Mortgage, the Note and Agreement; and

WHEREAS, the Owners have sold or refinanced the Property within the ten (10) year period; and

WHEREAS, the Owners have paid to Seminole County the amounts due and owing under the Mortgage, Note and Agreement; and

WHEREAS, the Owners have requested that Seminole County release the Property from the lien and operation of the Mortgage, Note and Agreement as well as the restrictive covenants therein,

NOW THEREFORE, in consideration of the foregoing recitals and payment of the sum of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00), the receipt of which is hereby acknowledged, paid to Seminole County on or about October 5, 2007 pursuant to the terms of the Mortgage, Note, and Agreement, Seminole County does hereby acknowledge full and complete satisfaction of said instruments.

The Property, the Owners, their heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of the Mortgage, the Note and Agreement every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, 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

This Instrument prepared by:
Arnold W. Schneider, Esq.
County Attorney's Office
1101 East First Street
Sanford, Florida 32771

Please return it to:
Community Development Office
534 W. Lake Mary Blvd.
Sanford, FL 32773

SATISFACTION OF MEMORANDUM OF AGREEMENT AND
SEMINOLE COUNTY HOME PROGRAM HOMEOWNER/REHABILITATION
PROGRAM ASSISTANCE AGREEMENT

Know All Persons By These Presents:

WHEREAS, a Memorandum of Agreement dated August 28, 1997, and recorded in Official Records Book 3558, Page 1477, Public Records of Seminole County, Florida; and a Seminole County Home Program Homeowner/Rehabilitation Program Assistance Agreement dated August 28, 1997, and recorded in Official Records Book 3304, Pages 1139 through 1141, Public Records of Seminole County, Florida; and a Mortgage Subordination Agreement dated December 11, 1998, and recorded in Official Records Book 3652, Pages 0360 and 0361, inclusive (hereinafter the "Agreements"), which encumbered the property located at 2520 E. State Road 46, Sanford, Florida 32771, the legal description and parcel identification for which are as follows:

LOT 42, BLOCK "C", A.B. STEVENS ADDITION TO MIDWAY
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK
7, PAGE 38, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY,
FLORIDA.

Parcel Identification Number: 32-19-31-505-0C00-0420

(the "Property,") was made by **LILLIAN R. GIPSON**, (the "Owner") of the Property, for the benefit of Seminole County, 534 W. Lake Mary Blvd., Sanford, Florida 32773; and

WHEREAS, said Agreements granted to Seminole County a certain interest in the Property should the Owner transfer title, sell or in any manner cease to occupy the Property as her primary residence or dispose of the Property within ten (10) years from the date of the Agreements; and

WHEREAS, Seminole County did not transfer, assign, pledge, or otherwise encumber any interest it obtained pursuant to the Agreements; and

WHEREAS, the Owner maintained the Property as her residence for at least ten (10) years from the date of the Agreements thus

qualifying for forgiveness of the Agreements under current SHIP regulations and Local Housing Assistance Plan policies; and

WHEREAS, the Owner has requested that Seminole County release the Property from the lien and operation of the Agreements,

NOW THEREFORE, in consideration of the foregoing recitals Seminole County does hereby acknowledge full and complete satisfaction of said Agreements.

The Property, the Owner, and her heirs and assigns are forever freed, exonerated, discharged, and released of and from the lien of said Agreements and every part thereof and Seminole County does hereby direct the Clerk of Circuit Court to cancel the same of record.

IN WITNESS WHEREOF, Seminole County has caused these presents to be executed this ___ day of _____, 2007.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY , Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

AWS:jjr
10/29/2007

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Seminole County Industrial Development Authority Industrial/Industrial Revenue Bond issuance to Harvest Time International

DEPARTMENT: Economic Development

DIVISION: Operations

AUTHORIZED BY: William McDermott

CONTACT: Shani Beach

EXT: 7135

MOTION/RECOMMENDATION:

Adopt the attached Resolution approving the issuance of industrial development revenue bonds.

County-wide

Bill McDermott

BACKGROUND:

On November 13, 2007, the Seminole County Industrial Development Authority (SCIDA) held a public hearing at its regular meeting at which it approved the issuance of industrial revenue bonds not to exceed \$10,000,000 for Harvest Time International. The bonds will be used for the purpose of refinancing a multi-purpose social services facility approximately 100,000 sq. ft. located at 225 N. Kennel Road, Sanford, FL.

STAFF RECOMMENDATION:

Approve the issuance of the IRB for Harvest Time International.

ATTACHMENTS:

- 1. Resolution
- 2. Resolution
- 3. Legal Ad
- 4. Minutes

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

THE FOLLOWING RESOLUTION WAS ADOPTED
AT THE REGULAR MEETING OF THE
BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA
ON THE 11th DAY OF DECEMBER, 2007

WHEREAS, the Board of County Commissioners of Seminole County (the "Board") declared a need for the Seminole County Industrial Development Authority (the "Authority"), appointed its members, and empowered it to act under the provisions of Chapter 159, Part II and Part III of the Florida Statutes; and

WHEREAS, after publication in The Orlando Sentinel of the Notice of Special Meeting and Public Hearing, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (the "Notice of Public Hearing"), the Seminole County Industrial Development Authority (the "Authority") held at its November 13, 2007 special meeting the public hearing (the "Public Hearing") required by the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code") relating to the proposed issuance by the Authority of its Variable Rate Demand Revenue Bonds (Harvest Time International Project), Series 2007, in a principal amount not to exceed \$10,000,000 (the "Bonds"), a copy of the minutes of which special meeting are attached hereto as Exhibit "B", and adopted the Resolution, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference (the "Authority's Resolution") for the purpose of giving its initial approval with respect to the issuance of the Bonds, the proceeds of which will be used for the purpose of refinancing three taxable loans, the proceeds of which were used by Harvest Time International, Inc. (the "Company"), a Florida not-for-profit corporation, to finance its acquisition and renovation of an approximately 100,000 square foot distribution multi-purpose social services center known as the "Global Mission Center" (including a gymnasium, media center, warehouse facilities, and related food distribution facilities) located at 225 N. Kennel Road, Sanford, Florida 32771, within the limits of Seminole County, Florida (collectively, the "Project") and funding a debt service reserve fund. The Authority's Resolution also authorized a Memorandum of Agreement with the Company.

WHEREAS, the Board is the elected legislative body of Seminole County (the "County,") and the County has jurisdiction over the Project for purposes of Section 147(f) of the Internal Revenue Code; and

WHEREAS, the Board has been furnished with a copy of the Notice of Special Meeting and Public Hearing for the Special Meeting and Public Hearing held by the Authority on November 13, 2007 with respect to the approval of the Authority's Resolution and has been advised that: (a) the Notice of Special Meeting and Public Hearing apprised residents of the County of the proposed issuance of the Bonds not less than 14 days before the Public Hearing; (b) the Public Hearing was conducted in a manner which provided a reasonable opportunity for persons with differing views on both the issuance of the Bonds and the location and nature of the Project to be heard; and (c) no members of the public (other than those present on behalf of the

Company and members of the Authority and its staff) appeared at the public hearing or otherwise expressly objected to the issuance of the Bonds for the Project; and

WHEREAS, the Board has been requested by the Authority to consider and approve the Authority's issuance of the Bonds under the provisions of Sections 125.01(1)(z) and 159.47(1)(f) of the Florida Statutes, as amended, and Section 147(f) of the Internal Revenue Code;

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

SECTION 1. Issuance by the Authority of the Bonds for the Project in a principal amount not to exceed \$10,000,000, as contemplated by the Notice of Special Meeting and Public Hearing and the Authority's Resolution shall be, and hereby is, approved, subject to the Bonds being issued and delivered on or before November 12, 2008. If the Bonds are not issued and delivered by that date, the approval granted hereby shall be deemed void and revoked.

SECTION 2. This approval is solely for the purpose of Section 147(f) of the Internal Revenue Code and Sections 125.01(z) and 159.47(1)(f), Florida Statutes. The issuance of the Bonds and the use of the proceeds thereof to finance the costs of the Project as contemplated by the Authority's Resolution shall be, and hereby are, approved.

SECTION 3. The approval given herein shall not be construed as (i) an endorsement of the creditworthiness of the Company or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any necessary rezoning applications or approval or acquiescence to the alteration of existing zoning or land use nor approval 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 make any such endorsement, finding, or recommendation or to have waived any right of the Board or to have estopped the Board from asserting any rights or responsibilities it may have in such 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 acquisition and construction of the Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.

SECTION 4. Nothing contained in this approval shall be deemed to create any obligation or obligations of the County or the Board.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 11th day of December, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY FLORIDA

By: _____
Name: _____
Chairman

(SEAL)

ATTEST:

By: _____
Name: _____
Clerk to the Board of County Commissioners
of Seminole County, Florida

RESOLUTION NO. 2007-01
AUTHORIZING A MEMORANDUM OF AGREEMENT
WITH HARVEST TIME INTERNATIONAL, INC.

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY OF A MEMORANDUM OF AGREEMENT WITH HARVEST TIME INTERNATIONAL, INC., A FLORIDA NOT FOR PROFIT CORPORATION, WITH RESPECT TO THE AUTHORITY'S ISSUANCE OF ITS VARIABLE RATE REVENUE BONDS IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000 TO FINANCE THE COST OF REFINANCING A MULTI-PURPOSE SOCIAL SERVICES FACILITY IN SEMINOLE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution is adopted pursuant to the provisions of Chapter 159, Parts II and III, Florida Statutes, as amended (the "Act") and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. The Seminole County Industrial Development Authority (the "Issuer") is a duly created Industrial Development Authority created under Chapter 159, Part III, Florida Statutes, and constitutes a public body corporate and politic within the meaning of the Act and is authorized by the Act to make and execute financing agreements, contracts, deeds and other instruments necessary or convenient for the purpose of facilitating the financing of the acquisition, construction and equipping of "projects" as defined in the Act, including machinery, equipment, land, rights in land and other appurtenances and facilities related thereto, to the end that the Issuer may be able to promote the economic growth of the State of Florida, increase opportunities for gainful employment and otherwise contribute to the welfare of the State of Florida and its inhabitants, and to finance the cost of such projects by the issuance of its revenue bonds and/or notes.

B. Harvest Time International, Inc., a Florida not-for-profit corporation (the "Company"), desiring to take advantage of lower rates of interest available through the use of revenue bonds has requested the Issuer to issue a series of its Variable Rate Demand Revenue Bonds (Harvest Time International Project), Series 2007, in the aggregate principal amount of not to exceed \$10,000,000 (the "Bonds"), for the purpose of refinancing three taxable loans the proceeds of which were used to finance the acquisition and renovation of its approximately 100,000 square foot distribution multi-purpose social services center known as the "Global Mission

Center" (including a gymnasium, media center, warehouse facilities, and related food distribution facilities) located at 225 N. Kennel Road, Sanford, Florida 32771, within the limits of Seminole County, Florida (collectively, the "Project") and funding a debt service reserve fund.

C. The Company has requested that the Issuer indicate to the Company, by and through this resolution, that it is taking affirmative official action toward the issuance of industrial development revenue bonds in the aggregate principal amount not to exceed \$10,000,000 (the "Bonds").

D. The location of the Project in Seminole County, Florida (the "County") within the Issuer's area of operation is appropriate to the needs and circumstances of, and will make a significant contribution to, the welfare of the community and therefore the economic growth of the County and the area of operation of the Issuer, will add opportunities for the delivery of social services which lead to gainful employment, will serve a public purpose by advancing the economic prosperity and the general welfare of the State of Florida and its people.

E. The Company has shown that the Project will create new jobs in the County, enhance growth and provide other employment opportunities.

F. The Project will be a "Project" within the meaning of Section 159.27(5) of the Act and as a "social service center" as defined in Section 159.27(24) of the Act in that, without limiting the generality of the foregoing, the Project constitutes an approximate 100,000 square foot multi-purpose social services facility to be owned and operated by the Company.

G. Based upon certain representations heretofore made to the County and the Issuer and without any independent investigation having been made by the County or the Issuer and giving due regard to the projected revenues from operation of the Project, the existence of a letter of credit to be issued by Fifth Third Bank (the "Letter of Credit"), and all other factors determinative of the financial success of the Project and the Company's capabilities, financial and otherwise, of fulfilling its obligations consistent with the purpose of the Act, the Company is financially responsible and fully capable and willing to fulfill its obligation to make the payments under and pursuant to the terms of a Loan Agreement (as hereinafter defined) in the amounts and at the times required thereby and its obligation to operate, repair and maintain the Project, and the Company is desirous of serving the purposes of the Act and is willing and capable of fully performing all other obligations and responsibilities imposed upon it by the provisions of a Loan Agreement.

H. The County is able to cope satisfactorily with the impact of the Project, and is able to provide, or cause to be provided when needed, all the public facilities, utilities and services that will be necessary for the operation, repair, improvement and maintenance of the Project, and on account of any increase in population or other circumstances resulting by reason of the location of the Project within the County and the area of operation of the Issuer.

I. Adequate provision will be made under the terms of the proposed Loan Agreement for the operation, repair and maintenance of the Project at the expense of the

Company, and for the payment of the principal of and premium, if any, and interest on the Bonds.

J. The Bonds will be issued under the Trust Indenture between the Issuer and a bank acting as a trustee (the "Trustee") to be designated by future action of the Issuer. The Bonds will bear such maturity and bear interest at a variable rate (not to exceed the lesser of 12% per annum or the highest rate allowed by applicable law) as the Issuer shall, by subsequent resolution, determine. The Bonds will be subject to optional and mandatory redemption as specified in the Indenture and the Bonds. The proceeds of the Bonds will be used (i) to pay all or any part of the cost of issuance of the Bonds; (ii) to refinance the costs to acquire, construct and equip the Project; (iii) to fund a debt service reserve fund; and (iv) to pay any other "cost" (as defined in the Act) of the Project. The Issuer will loan the proceeds of the Bonds to the Company, pursuant to the Loan Agreement between the Issuer and the Company (the "Loan Agreement"), which will require repayment thereof in installments sufficient to pay the principal of, premium (if any), interest and other costs due pursuant to the Bonds when and as the same may become due.

K. Neither the Issuer, nor the State of Florida, nor the County, nor any other political subdivision of said State shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto, and all payments required on the Bonds shall be payable solely from the payments to be made by the Company under the Loan Agreement and the Letter of Credit, and neither the County nor the Issuer shall ever be required to (i) levy ad valorem taxes on any property within its area of operation to pay the principal of and premium, if any, and interest on the Bonds or to make any other payments provided for under the Loan Agreement, or (ii) pay the same from any funds of the Issuer other than those derived by the Issuer under the Loan Agreement or the Letter of Credit; and the Bonds shall not constitute a lien upon any property owned by or situated within the County and/or the area of operation of the Issuer except the Project and any other property that may be pledged as security therefor by the Company, in the manner provided in the Loan Agreement. Neither the full faith and credit of the Issuer nor the full faith and credit or taxing power of the State of Florida, the County, or any other political subdivision of said State is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto, but the Bonds are a limited special obligations of the Issuer. No member or officer of the Issuer will be subject to any personal liability by reason of the issuance of the Bonds. The Issuer has no taxing power.

L. The scheduled installment payments required to be made by the Company to the Trustee under the Loan Agreement will be sufficient to pay all principal of and interest on and premium, if any, for the Bonds as the same shall become due, and to make all other payments required in connection with the Bonds. Payment of the principal of and interest on the Bonds will also be secured by the Letter of Credit.

M. The costs to be paid from the proceeds of the Bonds will be "costs of a project" within the meaning of the Act.

N. It is necessary and desirable and in the best interest of the Issuer and the Company that the Issuer and the Company enter into a Memorandum of Agreement (the "Memorandum of Agreement"), providing for the performance by the Company of the functions described therein; and providing among other things for the issuance and sale by the Issuer of the Bonds; for the use and application of the proceeds of the issuance and sale of the Bonds to pay all or any part of the "cost" (as defined in the Act) of the Project, to the extent of such proceeds; and for the entering into the Loan Agreement by the Issuer and the Company requiring the Company to pay installments sufficient to pay all of the interest, principal, redemption premiums (if any) and other costs due under and pursuant to the Bonds when and as the same become due and payable, to operate, repair and maintain the Project at the Company's own expense, and to pay all other costs incurred by the Issuer in connection with the financing and administration of the Project which are not paid out of the bond proceeds or otherwise.

O. Prior to issuance of the Bonds, the Issuer will receive an unqualified opinion of Bryant Miller Olive P.A. which approval shall not unreasonably be withheld, to the effect that the Bonds will be validly issued and that the interest on the Bonds will, under existing laws of the United States, be excluded from gross income of the holder, or holders, for federal tax purposes.

P. Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires as a condition of exclusion from gross income for federal income tax purposes of the interest on private activity bonds, that the issuance of private activity bonds, as defined in Section 141(a) of the Code, such as the Bonds be approved, after a public hearing following reasonable public notice, by the governmental unit on behalf of which such obligation is to be issued and the governmental unit having jurisdiction over the area in which the private activity bond-financed facility is to be located.

Q. The Issuer issues its revenue bonds on behalf of Seminole County, Florida (the "County"), the project to be financed with the proceeds of the Bonds is located in the County, and the Board of County Commissioners of the County (the "Governing Body") constitutes the elected legislative body of the County.

R. The Issuer hereby requests that the Board of County Commissioners, pursuant to Section 147(f) of the Code, approve the issuance by the Issuer of the Bonds.

S. The Issuer on October 30, 2007, published a notice of public hearing in the Orlando Sentinel, a newspaper of general circulation in Seminole County, Florida, to be held at 8:30 a.m. on November 13, 2007 which is the date hereof (the "Public Hearing"), to consider the Bonds and the location and nature of the Project.

SECTION 3. APPROVAL AND AUTHORIZATION OF EXECUTION AND DELIVERY OF MEMORANDUM OF AGREEMENT. The Memorandum of Agreement between the Company and the Issuer in substantially the form attached to this resolution as Exhibit "A" and incorporated herein by reference, together with such changes therein, whether made prior to the execution thereof or thereafter, as shall be approved from time to time by the officers executing the same on behalf of the Issuer, such approval to be conclusively evidenced by their execution thereof (the "Memorandum of Agreement"), shall be, and hereby is, authorized and approved on behalf of the Issuer.

The Chairman (or Vice Chairman) of the Issuer shall be and hereby is authorized to execute, and the Secretary (or Assistant Secretary) of the Issuer shall be and hereby is authorized to attest, the Memorandum of Agreement. Such officers and all other proper officers, commissioners, directors, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute such further agreements and take such further actions as shall be necessary to carry out the intent and purposes expressed in the Memorandum of Agreement, which shall become binding on both the Issuer and the Company upon its execution and delivery by the officers of the Issuer and by the Company, and are further authorized to take such other steps and actions as may be required and necessary in order to issue such Bonds.

SECTION 4. EFFECT OF RESOLUTION. This resolution is intended to and it shall constitute a declaration of "official intent" within the meaning of Treasury Regulation Section 1.150-2.

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 Issuer shall not be construed by reason of its adoption of this resolution to have waived any right of the County or estopping the County from asserting any rights or responsibilities it may have in this regard.

SECTION 6. REPEALING CLAUSE. All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflict, are hereby superseded and repealed.

SECTION 7. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption this 13th day of November, 2007.

**SEMINOLE COUNTY INDUSTRIAL
DEVELOPMENT AUTHORITY**

(SEAL)


Chairman

Attest:


Secretary

Adopted: November 13, 2007

Orlando Sentinel

Published Daily

State of Florida } S.S.
COUNTY OF ORANGE }

Before the undersigned authority personally appeared Beverly C. Simmons, 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 Meeting Notice in the matter of NOVEMBER 13, 2007 in the Orange Court, was published in said newspaper in the issue; of 10/30/07

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 from the purpose of securing this advertisement for publication in the said newspaper.

Beverly C. Simmons

The foregoing instrument was acknowledge before me this 13th day of November, 2007, by Beverly C. Simmons, who is personally known to me and who did take an oath.

[Signature]

(SEAL)

NOV 13 2007
10:48 AM
ORLANDO SENTINEL

Order# 532099

NOTICE OF SPECIAL MEETING AND PUBLIC HEARING ON A PROPOSED BOND FINANCING

YOU ARE HEREBY NOTIFIED that on the 13th day of November, 2007, at 9:00 a.m. in the SCC Center for Economic Development Building, Room 150, 1055 AAA Drive, Maitland, Florida 32746, the Seminole County Industrial Development Authority (the "Authority") will hold a special meeting at which it may conduct any business that it may have conducted at a regular meeting of the Authority, including, without limitation, the election of officers, and adoption of an indorsement resolution approving a Memorandum of Agreement with respect to the below described Bonds, and it will also hold a public hearing on the proposed issuance of its industrial development revenue bonds in an aggregate principal amount not to exceed \$10,000,000 (the "Bonds") for the purposes described below.

The proceeds from the sale of the Bonds, when and if issued, will be loaned by the Authority to Harvest Time International, Inc., a Florida not-for-profit corporation (the "Company") which provides job training, goods and services to low income, elderly and financially distressed individuals and families. The proceeds will be used by the Company to (i) refinance three outstanding taxable loans the proceeds of which were used to finance the acquisition and renovation of its approximately 100,000 square foot distribution multi-purpose social services facility known as the "Global Mission Center" (including a gymnasium, media center, warehouse facilities, and related food distribution facilities) located at 325 N. Kennel Road, Sanford, Florida 32771, within the limits of Seminole County, Florida (collectively, the "Project"); (ii) pay a portion of the costs of issuing the Bonds and (iii) fund a debt service reserve fund. The Company will own and operate the Project.

The hearing is being held for the purpose of affording residents of Seminole County, Florida, and other interested persons an opportunity to express their views, both orally and in writing, on the proposed issuance of the Bonds and the nature and location of the Project to be financed with the proceeds thereof.

THE BONDS WILL NOT CONSTITUTE AN INDEBTEDNESS OF THE AUTHORITY, THE STATE OF FLORIDA, SEMINOLE COUNTY OR ANY POLITICAL SUBDIVISION THEREOF, but will be payable solely from the revenues derived from the operation of the Project and other revenues of the Company pledged to the payment of the Bonds.

The public hearing is required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"). Subsequent to the public hearing, the Board will consider whether to approve the issuance of the Bonds, as required by Section 147(f) of the Code. Any person interested in the proposed issuance of the Bonds or the location or nature of the Project may appear and be heard.

Persons are advised that if any person decides to appeal any decision made by the Authority with respect to any matter considered at such hearing, such person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the Authority no later than seven days prior to the proceeding at the address given in this notice. Telephone: (407) 422-7159

SEMINOLE COUNTY
INDUSTRIAL DEVELOPMENT
AUTHORITY
OR532009 10/30/07

SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

SPECIAL MEETING NOVEMBER 13, 2007

A special meeting of the Seminole County Industrial Development Authority (the "Authority") was held in the SCC Center for Economic Development Building, Room 150, 1055 AAA Drive, Heathrow, Florida, commencing at 8:35 o'clock A.M. on November 13, 2007, notice of this special meeting having been published in accordance with the requirements of Florida law.

Board members present at the meeting were:

Edwards "Mack" McReynolds, Chairman
Andrew Van Gaale
Ross Pagano
Alan Trauger
Richard Reade

Board members Doug Forner and Stanley Weinroth were absent. The members in attendance constituted a quorum of the members of the Authority.

Also present at the meeting were Tracy Turk, Secretary of the Authority, Sabrina K. O'Bryan, Project Manager for the Seminole County Economic Development Department, Pastor John Murphy ("Pastor John"), President of Harvest Time International, Inc. (the "Applicant"), R. Scott Hatfield, financial advisor to the Applicant, Rebecca Reynolds, Public Funds Director for Fifth Third Bank, the Applicant's banker, John E. White, Vice President of Fifth Third Securities, the Applicant's underwriter, Camille M. Evans, Esq. of the law firm of Bryant Miller Olive, bond counsel for the Applicant, and J. Gordon Arkin, Esq. of the law firm of Foley & Lardner LLP, legal counsel to the Authority.

Mr. McReynolds acted as Chairman and Ms. Turk acted as Secretary of the meeting.

The Chairman asked for a motion to approve the minutes of the Authority's regular meeting held on August 15, 2006, copies of which were distributed at the meeting. Upon motion duly made by Mr. Van Gaale and seconded by Mr. Pagano, the minutes of that meeting were unanimously approved as written.

The next order of business was the election of officers. After discussion, on motion by Mr. Pagano, and seconded by Mr. Trauger, Mr. McReynolds was unanimously re-elected as Chairman, to serve in that capacity until the earlier of (i) the expiration of his term of office as a member of the Authority (including any hold-over period), (ii) his removal or resignation as a member of the Authority, or (iii) the expiration of twelve months from the date hereof; provided, however, that if no successor has been elected to this office prior to the expiration of such twelve month period, then he shall continue to serve as Chairman until the election of his successor.

After further discussion, on motion by Mr. Pagano, and seconded by Mr. Trauger, Mr. Van Gaale was unanimously elected as Vice Chairman, to serve in that capacity until the earlier of (i) the expiration of his term of office as a member of the Authority (including any hold-over period), (ii) his removal or resignation as a member of the Authority, or (iii) the expiration of twelve months from the date hereof; provided, however, that if no successor has been elected to that office prior to the expiration of such twelve month period, then he shall continue to serve as Vice Chairman until the election of his successor.

After further discussion, Tracy Turk was nominated by Mr. Pagano, seconded by Mr. McReynolds and unanimously elected as Secretary of the Authority, to serve at the pleasure of the Authority.

The next order of business was consideration of the request of the Applicant for the adoption of a resolution authorizing the issuance by the Authority of a series of its Variable Rate Demand Revenue Bonds (Harvest Time International Project), Series 2007, in the aggregate principal amount not to exceed \$10,000,000 (the "Bonds"), for the purpose of refinancing three taxable loans the proceeds of which were used to finance the acquisition and renovation of the Applicant's approximately 100,000 square foot distribution multi-purpose social services center known as the "Global Mission Center" (including a gymnasium, media center, warehouse facilities, and related food distribution facilities) located at 225 N. Kennel Road, Sanford, Florida 32771, within the limits of Seminole County, Florida (collectively, the "Project") and funding a debt service reserve fund.

Pastor John explained the Applicant's mission as providing disaster, hunger, and refugee relief on a global scale, and also providing local assistance to low income, elderly, disabled and homeless residence of the Seminole County community. He said that the Project would be used to house the Applicant's community assistance program where individuals and families with incomes that do not exceed 200% above poverty could shop for food, clothing, medical, dental and personal hygiene products; that it would also house the Applicant's Educational Center, where vocational training would be provided; and that it would also provide warehouse facilities to aid in the Applicant's distribution of large quantities of consumer products to other non-profit agencies that help the needy. He said that the Applicant provides products to its clients and the other agencies it serves on a cost plus basis at about 25% of what these products would otherwise cost. He also advised that the Applicant has a grant program to provide free food to families and individuals that cannot afford to pay anything, and that at Thanksgiving and Christmas, the Applicant provides free food and toys to needy families.

In response to questions from Authority members, Pastor John explained how the Applicant markets its mission to its various (40 to 60) suppliers, that its largest supplier provides it with about 15% of the products distributed by the Applicant, that the Applicant could reduce the volume of products it distributes if it lost a major supplier, until that supplier was replaced, and that the key to the Applicant's success was that it could arrange truck transportation within 24 hours of its receipt of a call from a supplier about product being available for donation to the Applicant. He also explained that the Applicant is a member of the Full Gospel Fellowship of Churches and Ministries International, through whom the Applicant gets its Section 501(c)(3) tax-exemption, and that the Applicant provides all of its products and services without discrimination, on a non-denominational basis.

Rebecca Reynolds from Fifth Third Bank ("Bank") advised the meeting that the Bank would issue its Letter of Credit to secure repayment of the Bonds. In response to a question from an Authority member, she advised that the Bank had looked at Pastor John's succession plan and that the Bank was comfortable that Pastor John's wife Mary, their son, and the Applicant's excellent staff, could successfully manage the business if something happened to Pastor John.

Mr. Arkin advised that the proposed resolution conditioned the issuance of the Bonds on the issuance of the Letter of Credit by the Bank, and that the proposed resolution and the Memorandum of Agreement authorized by that resolution were in order.

There being no other questions from the members of the Authority, the Chairman asked if any member of the Authority wanted to make a motion not to give the Applicant's request further consideration. Mr. Trauger made such a motion but it failed for lack of a second. The Chairman then announced that this was the time set for a public hearing for the purpose of

considering the adoption of a resolution providing for the issuance by the Authority of a series of its Variable Rate Demand Revenue Bonds (Harvest Time International Project), Series 2007, in the aggregate principal amount not to exceed \$10,000,000, for the purpose of refinancing three taxable loans the proceeds of which were used to finance the acquisition and renovation of the Applicant's approximately 100,000 square foot distribution multi-purpose social services center known as the "Global Mission Center" (including a gymnasium, media center, warehouse facilities, and related food distribution facilities) located at 225 N. Kennel Road, Sanford, Florida 32771, within the limits of Seminole County, Florida and funding a debt service reserve fund. No one appeared for or in opposition to the issuance of the proposed Bonds, and the Chairman closed the public hearing.

There being no further discussion, upon motion made by Mr. Pagano and seconded by Mr. Reade, the following resolution was adopted, with only Mr. Trauger voting against it:

RESOLUTION NO. 2007-01

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY BY THE SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY OF A MEMORANDUM OF AGREEMENT WITH HARVEST TIME INTERNATIONAL, INC., A FLORIDA NOT FOR PROFIT CORPORATION, WITH RESPECT TO THE AUTHORITY'S ISSUANCE OF ITS VARIABLE RATE REVENUE BONDS IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$10,000,000 TO FINANCE THE COST OF REFINANCING A MULTI-PURPOSE SOCIAL SERVICES FACILITY IN SEMINOLE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

There being no further business, the meeting was adjourned at 9:55 o'clock A.M.

Tracy Turk, Secretary
Seminole County Industrial Development Authority

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: 2008 Water Conservation Public Awareness Campaign Partnership Participation funding between St. Johns River Water Management District and Seminole County

DEPARTMENT: Environmental Services

DIVISION: Water and Sewer

AUTHORIZED BY: John Cirello

CONTACT: Debbie Meinert

EXT: 2121

MOTION/RECOMMENDATION:

Approve participation in the amount of \$25,000 to St. Johns River Water Management Districts 2008 Water Conservation Public Awareness campaign. Authorize Department Director or designee to submit participation form for funding.

County-wide

Debbie Meinert

BACKGROUND:

This is an annual recurring partnership participation funding between St. Johns River Water Management District (SJRWMD) and Seminole County. Every year the SJRWMD implements an advertising campaign to educate the public about water conservation practices, with the goal of changing water use behavior. These funds are budgeted in the Water Conservation budget.

The focus of the 2008 campaign will be on:

- Increase the public's knowledge about the water supply issues facing the region
- Educate the public on why they should conserve water
- Provide the public with information on how to conserve water, both indoors and outdoors
- Remind the public about the District's lawn and landscape irrigation rule
- Change public water use behaviors

Participation in the campaign meets criteria in meeting the water conservation education requirements of the consumptive use permits with SJRWMD.

STAFF RECOMMENDATION:

Approve participation in the amount of \$25,000 to St. Johns River Water Management Districts 2008 Water Conservation Public Awareness campaign. Authorize Department Director or designee to submit participation form for funding. Funds are budgeted in the 087804 Water Conservation budget.

ATTACHMENTS:

1. SJRWMD WC Public Awareness
2. SJRWMD funding form

Additionally Reviewed By: No additional reviews



Water Conservation

Increase

in Your Service Area

Participate in the 2008 Water Conservation Public Awareness Campaign

Demonstrate your commitment to water conservation by participating in the 2008 campaign. Complete and return the enclosed participation response form by Oct. 1, 2007.



For more information, contact Malissa Dillon, project manager, at (386) 329-4571, or by e-mail at mdillon@sjrwmd.com.

About the campaign

Each spring, the St. Johns River Water Management District implements a mass media advertising campaign to educate the public about water conservation, with the goal of changing water use behaviors.

Campaign components

The campaign includes television, radio, newspaper and Internet advertisements, billboards, direct mail, brochures, giveaways, and a campaign Web site, *floridaswater.com*. The campaign begins in early March and runs through August.

Campaign partnerships

The District offers water supply utilities the opportunity to become campaign partners. Invitations to become a partner are issued each spring for the following year's campaign. This timing allows water supply utilities to plan for the financial contributions and include them in their next year's budgets. Partnership funding levels are based on utility size. Utilities have until Oct. 1 to commit to participate. Financial contributions are due by Dec. 31 for the following spring's campaign. The District is currently offering campaign partnerships to water supply utilities for the 2008 campaign. **This is your invitation to participate. Please complete and return the enclosed participation response form by Oct. 1.** Your partnership contribution amount is indicated on the form. Participation in the campaign helps meet the water conservation education requirements of consumptive use permits.

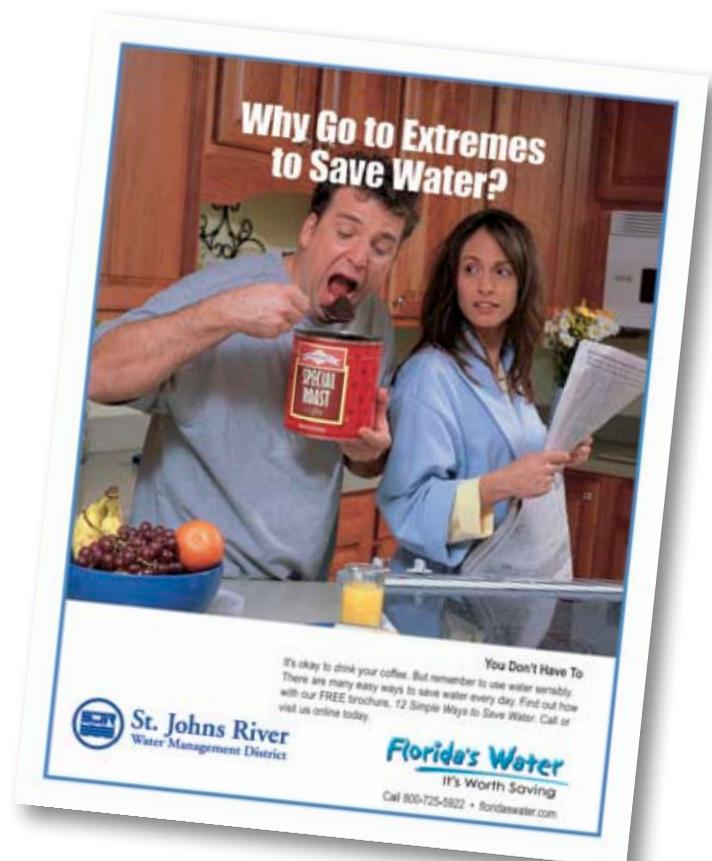
Campaign budget

The District contributes the vast majority of the funding to implement the campaign. In 2008, the District is planning to invest \$2,000,000 in this educational effort. Funds raised from partner contributions will be added to this base amount. Funds are spent throughout the District, but promotional emphasis is given to areas with campaign partners.



Florida's Water

It's Worth Saving



Think 2 Two

Remember the rule. Water lawns no more than two days a week.

Why you should participate

Reach more than 90% of your customers through mass media advertising

Studies show that mass media advertising — television, radio, newspapers, billboards and direct mail — broadens the reach of the water conservation message. Traditional education programs typically draw people who already have an interest in conservation. Mass media advertising reaches beyond the self-selecting audience to those who don't usually think about conservation.

Provide memorable water conservation messages that result in positive behavior change

Behavior change is critical to reducing demand through conservation. Behavior change comes from messages that are memorable, consistent and repeated often. Paid advertising allows you to control what message is delivered, how it is delivered and how frequently it is delivered. Participating in a joint campaign allows water supply utilities and the District to provide a clear, consistent message to the public, and reduces duplication of efforts and expense in producing educational materials.

Build a foundation with research

Before successful messaging can be accomplished, market research must be conducted. Research is needed to determine what the audience knows, how they perceive the situation, their attitudes about water supply issues and their current behaviors regarding conservation. Research also is needed to identify creative preferences among audiences — what types of messages appeal to which demographic segments of



the public. And finally, research is needed to determine if a specific campaign has been successful in changing behaviors.

Join the campaign and let us do the work for you

It may seem overwhelming to implement a successful water conservation campaign, but it doesn't have to be. Let the District create, produce and implement the campaign for you. All you have to do is complete the enclosed participation response form, submit your funding by the end of the calendar year, then sit back and watch the water conservation advertisements appear in your area next spring.

Receive recognition, educational materials and other promotional supplies

Campaign partners are recognized on the advertisements. Also, partners receive large quantities of water conservation brochures, handouts, giveaways, etc., to distribute to their customers. All materials are consistent with the theme of the mass media campaign. Participation in the campaign helps meet water conservation education requirements of consumptive use permits.



Campaign history

The campaign began in spring 2002 and has grown over time.

- 2002 — Create awareness of water use issues and the need to conserve
- 2003 — Offer educational tips on how to conserve
- 2004 — Create a sense of social responsibility (we all benefit when we do our part)
- 2005 — Provide appropriate lawn and landscape irrigation techniques
- 2006 — Promote lawn and landscape irrigation rule
- 2007 — Promote lawn and landscape irrigation rule

Campaign success

Campaign success is measured through public awareness surveys. The research demonstrates that the campaign is successful.

2002–2004

- Increased knowledge of water conservation techniques from 66% (pre-campaign) to 88% (post-campaign)
- Increased awareness of specific ways to change water use from 63% (pre-campaign) to 95% (post-campaign)
- Resulted in significant behavior change — changed the behaviors of more than 600,000 people

2005–2006

- Increased awareness of irrigation rules from 44% (pre-campaign) to 62% (post-campaign)
- Increased awareness that lawns should be watered no more than two days a week from 64% (pre-campaign) to 87% (post-campaign)
- Decreased three-day-a-week or more watering from 31% (pre-campaign) to 12% (post-campaign)

2007

- Campaign follow-up research will be conducted in June 2007



For more information, call Malissa Dillon at (386) 329-4571.

2008 Water Conservation Public Awareness Campaign

Utility/Agency name: Seminole County

Partnership funding request: \$ \$25,000.00

Utility/Agency contact: (contact for campaign development and implementation)

Name:	Title:
Phone:	Fax:
E-mail:	Mailing address:
Shipping address:	

1. Check here if you would like to participate in the 2008 Campaign. _____
2. Your contribution amount will be: \$ _____
3. Check here if you are interested but require additional information. _____
4. The types of additional information you need include the following: _____

5. Check here if you are interested but require approval of commission/council. _____
You will seek approval for the contribution amount: \$ _____
You will seek approval on the following date: _____
Check here if you require District assistance in seeking commission/council approval. _____
Type of assistance required: _____
6. Check here if you are not interested in participating. _____
7. Please let us know why you are not interested in participating. _____

This form was completed by:

Print name: _____

Signature: _____

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Emergency Management Preparedness Assistance (EMPA) Base Grant Agreement

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$102,959 for the Emergency Management Preparedness Assistance (EMPA) Base Grant.

County-wide

Jennifer Bero

BACKGROUND:

The Florida Division of Emergency Management provides funding through the EMPA Grant Program to assist local governments in supporting and enhancing emergency management operations. This non-matching grant is disbursed on an annual basis.

The FY 2007/08 allocation for Seminole County is \$102,959. The grant is used to help fund an Emergency Management Specialist position and pays for all operating expenditures for the Division of Emergency Management. The grant also allows the Division to comply with F.S. 252, which provides direction for preparedness, response, recovery, and mitigation efforts.

For the funds to be received, the Board must approve and authorize the Chairman to execute a grant agreement with the Florida Division of Emergency Management. In anticipation of the grant, the associated amount is included in the adopted FY 2007/08 budget.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the grant agreement between the Florida Division of Emergency Management and Seminole County in acceptance of \$102,959 for the EMPA Base Grant.

ATTACHMENTS:

1. Agreement
2. Attachment to the agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

STATE AND FEDERALLY-FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by and between the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Seminole County**, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

B. WHEREAS, the Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Division has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Division and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Budget, Attachment A, and Scope of Work, Attachment B and B-1, of this Agreement.

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

Both the Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment C.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin October 1, 2007 and shall end September 30, 2008, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement. Notwithstanding the foregoing, any budget changes which do not increase the overall cost of the project or change the Scope of Work do not require a written modification to this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the federal Common Rule: Uniform Administrative Requirements for State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Grants and Agreements with Institutions of High Education, Hospitals, and Other Nonprofit Organizations," and either OMB Circular No. A-87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational

Institutions," or OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations." If this Agreement is made with a commercial (for-profit) organization on a cost-reimbursement basis, the Recipient shall be subject to Federal Acquisition Regulations 31.2 and 931.2.

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

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

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

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget, Attachment A, and Scope of Work - Attachment B and B-1, and all other applicable laws and regulations.

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

(6) AUDIT REQUIREMENTS

For Federal Funds:

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

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

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

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends \$500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement indicates Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

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

If the Recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$500,000 in Federal awards in its fiscal year and 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 audit must be paid from Recipient resources obtained from other than Federal entities).

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

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

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320(d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

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

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

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

[an electronic copy shall also be submitted to aurilla.parrish@dca.state.fl.us]

and

Division of Emergency Management
Bureau of Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

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

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

(i) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable

regulations and Agreement provisions within thirty (30) days after the Department or the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department and the Division no later than nine (9) months from the end of the Recipient's fiscal year.

For State Funds:

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

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

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

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Florida Statutes, it shall comply with the following:

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 Comptroller; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Division 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 funds received from the Division, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a 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.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities. Additional information on the Florida Single Audit Act may be found at the following website:

<http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

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

An electronic copy shall also be submitted to the above office at the following address:

aurilla.parrish@dca.state.fl.us.

and

Division of Emergency Management
Bureau of Policy and Financial Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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

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

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Florida Statutes by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above.

(7) REPORTS

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

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

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

(d) If all required reports and copies, prescribed above, are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraph (11) REMEDIES.

"Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional reports and information as identified in Attachment D (such additional program updates, reports or information as may be required by the Division).

(8) MONITORING.

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment B and B-1 to this Agreement, and reported in the semi-annual and end of the year progress reports.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above), monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall hold the Division harmless against all claims of whatever nature by third

parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

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

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make any further payment of funds hereunder shall, if the Division so elects, terminate and the Division may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Division may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Division shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Division and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Division.

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

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

(11) REMEDIES.

Upon the happening of an Event of Default, then the Division may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United

States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph (13) herein;

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

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

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

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

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

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

4. requiring the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Division any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program.

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

(g) The pursuit of any one of the above remedies shall not preclude the Division from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Division of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Division hereunder, or affect the subsequent exercise of the same right or remedy by the Division for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Division may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results

commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

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

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

(13) NOTICE AND CONTACT.

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

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

Wendy Stewart
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-922-7447
Fax: 850-488-7842
Email: wendy.stewart@em.myflorida.com

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Alan Harris, Acting Manager of EM
Seminole County Emergency Management
150 Bush Blvd.
Sanford, FL 32773
Telephone: _407-665-5102
Fax: _407-665-5036
Email: _aharris@seminolecountyfl.gov

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

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the executed subcontract must be forwarded to the Division for review within ten (10) days of execution. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

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

(15) TERMS AND CONDITIONS

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

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget

Attachment B and B-1 – Scope of Work

Attachment C – Program Statutes, Regulations and Program Requirements

Attachment D – Reports

Attachment E – Justification of Advance

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H – Statement of Assurances

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **\$102,959** subject to the availability of funds.

(b) By its execution of this Agreement, the Recipient authorizes the Division to pay on its behalf \$2,847 for the recurring charges for the satellite communications service from the total allocation provided to Recipient of \$105,806.

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

1. No advance payment is requested.
2. An advance payment of \$_____ is requested.

(c) After the initial advance, if any, payment shall be made on a quarterly reimbursement basis. Additional reimbursement requests in excess of those made quarterly may be approved by the Division for exceptional circumstances. An explanation of the exceptional circumstances must accompany the request for reimbursement. The Recipient agrees to expend funds in accordance with the Budget, Attachment A, and Scope of Work, Attachment B and B-1 of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the State Legislature, the Office of the Chief Financial Officer, State Office of Planning and Budgeting and Budgeting or the Federal Office of Management and Budgeting, all obligations on the part of the Division to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Division.

The amount of funds available pursuant to this rule chapter (Rule Chapter 9G-19.011, Florida Administrative Code) may be adjusted proportionally when necessary to meet any matching requirements imposed as a condition of receiving federal disaster relief assistance or planning funds.

Any requests received after November 1, 2008, may, in the discretion of the Division, not be reimbursed from this Agreement. Reimbursement requests shall not be submitted by facsimile transmission.

Changes to the amount of funding to be provided may be accomplished by notice from the Division to the Recipient, in the form of certified mail, return receipt requested. The Division may make an award of additional funds by subsequent Award Letter certified mail, return receipt requested. These additional funds may be accepted by the Emergency Management Director or the Recipient's contact

identified in Paragraph (13), above. Should the Recipient determine it does not wish to accept the award of additional funds, then the Recipient shall provide notice to the Division contact within thirty (30) days of receipt of the Award Letter. Otherwise, the Recipient shall provide to the Division its written notice of acceptance within forty-five (45) days of receipt of the Award Letter. The terms of this Agreement shall be considered to have been modified to include the additional funds upon the Division's receipt of the written notice of acceptance and receipt of a budget form which details the proposed expenditure of the additional funds. The budget form will be provided by the Division when the offer of additional funds is made.

All funds received hereunder shall be placed in an interest-bearing account with a separate account code identifier for tracking all deposits, expenditures and interest earned. Funds disbursed to the Recipient by the Division that are not expended in implementing this program shall be returned to the Division, along with any interest earned on all funds received under this Agreement, within ninety (90) days of the expiration of the award Agreement.

The Recipient shall comply with all applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Whenever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

Allowable costs shall be determined in accordance with applicable Office of Management and Budget Circulars, or, in the event no circular applies, by 48 CFR Part 31 CONTRACT COST PRINCIPLES AND PROCEDURES.

At a minimum, the Recipient shall continue to provide other funding for the Recipient's Emergency Management Agency at an amount equal to either: (1) the average of the previous three years' level of county general revenue funding of the Recipient's Emergency Management Agency; or (2) the level of funding for the Recipient's Emergency Management Agency for the last fiscal year, whichever figure is lower (Rule 9G-19.011, Florida Administrative Code). Recipient's general revenue funding for 911 services, emergency medical services, law enforcement, criminal justice, public works or other services outside the local emergency management agency as defined by Section 252.38, Florida Statutes, shall not be included in determining the "level of county funding of the Recipient's Emergency Management Agency." The Recipient shall certify compliance with Rule Chapter 9G-19, Florida Administrative by its execution of this Agreement, and as a condition precedent to receipt of funding.

Federal funds provided under this Agreement shall be matched by the Recipient dollar for dollar from non-federal funds.

Should the Recipient wish to carry forward into the fiscal year beginning October 1, 2008 any unspent funds awarded under this Agreement, the Recipient must request such carry forward of funds in writing with accompanying documentation detailing the exceptional circumstances requiring the need to the Division by June 30, 2008. At the Division's discretion, an amount not to exceed an amount equal to 25%

of the initial amount awarded (\$105,806) may be carried forward under this Agreement. Failure to timely submit information, or failure to submit complete information, may result in the denial of a request to carry funds forward. Any carry forward amounts approved will be added to the Recipient's base Agreement for the following year. Funds may not be carried forward for the purpose of paying salaries and benefits of regular or Other Personal Services personnel. Such salaries and benefit funds may be carried forward to cover contractual or other temporary personnel costs for non-recurring projects only.

All payments relating to the Agreement shall be mailed to the following address:

Seminole County Board of County Commissioners
Clerk of Court –Finance Department
PO Box 8080
Sanford, FL 32772-8080

(18) REPAYMENTS

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

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

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

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Division shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Division paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Division request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

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

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

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

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

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

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

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

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

3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 20(h)2. of this certification; and

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

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

In addition, the Recipient shall submit to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each prospective subcontractor which Recipient intends to fund under this Agreement. Such form must be received by the Division prior to the Recipient entering into a contract with any prospective subcontractor.

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

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

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Division reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

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

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

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of

any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(o) Unless inconsistent with the public interest or unreasonable in cost, all unmanufactured and manufactured articles, materials and supplies which are acquired for public use under the Agreement must have been produced in the United States as required under 41 U.S.C. 10a.

(p) This Agreement may not be renewed or extended.

(21) LOBBYING PROHIBITION

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

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

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

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

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

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

(22) COPYRIGHT, PATENT AND TRADEMARK

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

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

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Division for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

BY: _____

Name and title: Brenda Carey, Chairperson

Date: _____

SAMAS # _____ FID# 59-600856

**STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT**

BY: _____

Name and Title: W. Craig Fugate, Director

Date: _____

ATTEST:

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

As authorized for execution by the
Board of County Commissioners at their
December 11th, 2007, regular meeting.

Approved as to form and legal sufficiency

County Attorney

EXHIBIT1` – 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program -0- (Federal funds will be awarded at a later date)

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable at this time. Federal funds will be awarded at a later date within this contract year.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project (*list State awarding agency, Catalog of State Financial Assistance title and number*)

State Awarding Agency: Division of Emergency Management

Catalog of State Financial Assistance Title: Emergency Management Programs

Catalog of State Financial Assistance Number: 52008

State Financial Assistance: \$105,806 (less \$2,847 for satellite service for 12 months)

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Pursuant to Section 252.373, Florida Statutes and Rule Chapter 9G-19, Florida Administrative Code.

Attachment A
Budget

The anticipated expenditures for the Categories listed below are for the Emergency Management Preparedness and Assistance (EMPA) State portion of this subgrant only (Paragraph (17)(a), FUNDING/ CONSIDERATION). A separate budget form for the Emergency Management Performance Grant (EMPG) portion of this subgrant will be provided when federal funds are awarded by the Division

<u>Category</u>	<u>Anticipated Expenditure Amount</u>
Salaries/Fringe Benefits	\$ <u>24,607.50</u>
Other Personal Services	\$ <u>2,000.00</u>
Expenses	\$ <u>62,351.50</u>
Operating Capital Outlay	\$ <u>14,000.00</u>
Fixed Capital Outlay	\$ _____
Total State Funds	\$ <u>102,959.00</u>

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Attachment B and B-1

Scope of Work

Base Grant funding from the Emergency Management Preparedness and Assistance Trust Fund is intended to enhance county emergency management plans and programs that are consistent with the State Comprehensive Emergency Management Plan and Program (reference Rule Chapter 9G-6, Florida Administrative Code and Chapter 252, Florida Statutes). This Scope of Work recognizes that each recipient is at a varying level of preparedness, and it is understood that each county has a unique geography, faces unique threats and hazards, and serves a unique population.

In order to receive base grant funding, the Recipient must certify that it will use the award to enhance its Emergency Management Program.

As a condition of receiving funding pursuant to this Agreement, the Recipient shall complete the work items approved by the Division and attached hereto as Attachment B-1. Subsequent revisions during the term of this Agreement shall be done by written modification in accordance with Paragraph (4) of this Agreement.

Attachment C

Program Statutes, Regulations, and Program Requirements

Program Statutes

1. Chapter 252, Florida Statutes
2. Rule Chapters 9G-6, 9G-11, 9G-19 and 9G-20, Florida Administrative Code
3. Section 215.97, Florida Statutes
4. Chapter 287, Florida Statutes
5. Chapter 119, Florida Statutes
6. Chapter 112, Florida Statutes
7. OMB Circular A-87
8. OMB Circular A-133
9. 48 CFR, Part 31

Program Requirements

(1) EQUIPMENT AND PROPERTY MANAGEMENT

The Recipient acknowledges the completed installation of a Hughes Network Systems, Inc., Personal Earth Station and related equipment (hereinafter "the Equipment").

The Recipient acknowledges and agrees to comply with applicable terms and conditions of: (1) the State of Florida Lease/Purchase Agreement, dated October 1994, executed between Hughes Network Systems, Inc. ("HNS"), and the Division, (a copy of which is available from the Division) regarding the procurement and use of the Equipment; and (2) the Services Agreement Between Hughes Network Systems, Inc., and the State of Florida, dated January 1995, (a copy of which is available from the Division) (hereinafter, collectively, "the HNS Agreements") regarding the operation of an interactive satellite communications service for the Division, the Recipient and other sites. In particular, the Recipient agrees:

- A. That any reports of problems with the Equipment or system, trouble reports, and any requests

for repairs, service, maintenance or the like, shall be communicated directly and exclusively to the Division's State Warning Point (SWP) (850) 413-9910.

- B. That the Recipient will assist and comply with the instructions of the SWP and any technical service representative responding to the report or service request. Recipient's personnel shall cooperate with and assist service representatives, as required, for installation, troubleshooting and fault isolation, with adequate staff.
- C. That the Recipient shall not change, modify, deinstall, relocate, remove or alter the Equipment, accessories, attachments and related items without the express written approval of the Division.
- D. That the Recipient shall provide access, subject to reasonable security restrictions, to the Equipment and related areas and locations of the Recipient's facilities and premises, and will arrange permitted access to areas of third-party facilities and premises for the purpose of inspecting the Equipment and performing work related to the Equipment. Service representatives and others performing said work shall comply with the Recipient's reasonable rules and regulations for access, provided the Division is promptly furnished with a copy after execution of this Agreement. The Recipient shall provide safe access to the Equipment and will maintain the environment where the Equipment is located in a safe and secure condition. The Recipient shall provide service representatives with access to electrical power, water and other utilities, as well as telephone access to the Recipient's facility as required for efficient service.
- E. That the Recipient shall take reasonable steps to secure the Equipment and to protect the Equipment from damage, theft, loss and other hazards. This shall not obligate the Recipient to procure insurance. The Division agrees to procure and maintain all risks insurance coverage on the Equipment. The Recipient agrees to refrain from using or dealing with the Equipment in any manner which is inconsistent with the HNS Agreements, any policy of insurance referred to in the HNS Agreements, and any applicable laws, codes ordinances or regulations. The Recipient shall not allow the Equipment to be misused, abused, wasted, or allowed to deteriorate, except normal wear and tear resulting from its intended use. The Recipient shall immediately report any damage, loss, trouble, service

interruption, accident or other problem related to the Equipment to the SWP, and shall comply with reasonable instructions issued thereafter.

- F. That any software supplied in connection with the use or installation of the equipment is subject to proprietary rights of Hughes Network Systems, Inc., and/or HNS's vendor(s) and/or the Division's vendor(s). The use of one copy of said software is subject to a license granted from HNS to the Department, and a sublicense from the Division to the Recipient, to use the software solely in the operation of the Equipment, to commence on delivery of the software to the Recipient and to last for the term of the HNS Agreements. The Recipient shall not: (i) copy or duplicate, or permit anyone else to copy or duplicate, any part of the software, or (ii) create or attempt to create, or permit others to create or attempt to create, by reverse engineering or otherwise, the source programs or any part thereof from the object programs or from other information provided in connection with the Equipment. The Recipient shall not, directly or indirectly, sell, transfer, offer, disclose, lease, or license the software to any third party.

- G. To comply with these provisions until the termination of the HNS Agreements.

- H. The amounts retained for the satellite service cover the initial order for services provided to the Division pursuant to the services agreement between Hughes Network Systems and the State of Florida. The charge does not cover maintenance, repair, additional equipment and other services not part of the initial order for services. The service charge covers only the remote corrective maintenance specified in paragraph 4.3 of the Service Agreement with HNS and does not cover other maintenance, repair, additional equipment and other services not part of the initial order for services. In particular, the service charge does not cover:
 - 1. Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault or negligence of the Recipient or causes external to the Equipment, such as, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure or malfunction of data communication Equipment not provided to the Recipient by the Division under this Agreement, or from any cause other than intended and ordinary use.

2. Changes, modifications, or alterations in or to the Equipment other than approved upgrades and configuration changes.
3. Deinstallation, relocation, or removal of the Equipment or any accessories, attachments or other devices.

The Recipient shall be independently responsible for any and all charges not part of the initial service order.

(2) NAWAS

The Florida National Warning System (NAWAS) is a U. S. Department of Homeland Security product that shall be monitored 24 hours a day/365 days a year. The U.S. Department of Homeland Security supplies the line and one handset to the recipient at no cost. Additional equipment, connections and handsets are the responsibility of the recipient.

(3) VEHICLES

Written approval from the Director of the Division of Emergency Management must be obtained prior to the purchase of any motor vehicle with funds provided under this Agreement. In the absence of such approval, the Division has no obligation to honor such reimbursement request. Any trade-in or resale funds received relating to any vehicle purchased under this subgrant is program income and must be applied toward the Recipient's Emergency Management Preparedness and Assistance (EMPA) Base Grant expenditures.

(4) PROPERTY MANAGEMENT/PROCUREMENT

(a) The recipient shall comply with applicable procurement rules and regulations in securing goods and services to implement the Scope of Work. Wherever required by law or otherwise permitted, the Recipient shall utilize competitive procurement practices.

(b) Allowable costs shall be determined in accordance with Office of Management and Budget Circular A-102 - Common Rule.

(c) Recipient agrees to use any equipment purchased under the terms of this Agreement

for the purpose for which it was intended.

(d) Equipment purchased under the terms of this Agreement shall remain the property of the Recipient. The disposition of equipment shall be made in accordance with the Recipient's policies and procedures and applicable federal policies and procedures.

(5) CERTIFICATIONS

(a) By its execution of this Agreement, the Recipient certifies that it is currently in full compliance with the Rule Chapters 9G-6, 9G-11, and 9G-19, Florida Administrative Code, Chapter 252, Florida Statutes, and appropriate administrative rules and regulations that guide the emergency management program and associated activities.

(b) The Recipient certifies that funds received from the Emergency Management, Preparedness and Assistance Trust Fund (EMPA funds) will not be used to supplant existing funds, nor will funds from one program under the Trust Fund be used to match funds received from another program under the Trust Fund. The Recipient further certifies that EMPA funds shall not be expended for 911 services, emergency medical services, law enforcement, criminal justice, fire service, public works or other services outside the emergency management responsibilities assigned to the Recipient's Emergency Management Agency, unless such expenditure enhances emergency management capabilities as expressly assigned in the local Comprehensive Emergency Management Plan (CEMP).

(c) The Recipient certifies that it is a participant in the most current Statewide Mutual Aid Agreement (SMAA).

(d) By its signature, the Recipient reaffirms its certification to employ and maintain a full-time Director consistent with Rule 9G-19.002(6), Florida Administrative Code.

6) OTHER CONDITIONS

(a) As a further condition of receiving funding under this Agreement, following full or partial County Emergency Operation Center activation at a level equivalent to a State Emergency Operation Center level two (2) or above during the period of this Agreement, then the Recipient shall, within forty-five (45) days following the conclusion of the activation, evaluate the performance of all elements of the local emergency management program during that activation, and provide a written after action report to the Division.

(b) Funds may not be used for items such as door prizes and gifts. Flyers and educational information to educate the public about the Emergency Management Program is allowable.

(c) Food and beverages may be purchased for Emergency Management personnel and other personnel only if the Recipient's Emergency Operation Center or field command office is in an activated status and personnel receiving food/beverage are on duty at either of these locations. Purchases may be made only under (1) An Executive Order issued by the Governor or (2) a State of Emergency appropriately declared by local officials in response to an emergency event or threat.

(d) Within 60 days of execution of this Agreement, the Recipient shall provide copies of any new or updated ordinances in effect which expressly address emergency management, disaster preparedness, civil defense, disasters, emergencies or otherwise govern the activation of the local emergency management program provided in s.252.38, Florida Statutes.

Attachment D
Reports

- A. The Recipient shall provide the Division with quarterly financial reports, semi-annual summary progress reports prepared in conjunction with the Division's Area Coordinator, and a final close-out report, all in a format to be provided by the Division.

- B. Quarterly financial reports shall begin with the first quarter of the Recipient's fiscal year; are due to the Division no later than thirty (30) days after the end of each quarter of the program year; and shall continue to be submitted each quarter until submission of the final close-out report. The ending dates for each quarter of this program year are December 31, March 31, June 30 and September 30.

- C. The final close-out report is due forty-five (45) days after termination of this Agreement.

- D. In addition to the above, in order to ensure compliance with Rule 9G-19.011, Florida Administrative Code, historical budgetary information relating to the Recipient's Emergency Management Program is also required. This information shall be developed based on guidelines provided by the Department and shall be submitted to the Division not later than December 31, 2007. The Historical Information form must be prepared and signed by an official of the County's Finance Office.

- E. In a format provided by the Division, a proposed staffing summary shall be submitted to the Division not later than December 31, 2007.

- F. If all required reports prescribed above are not provided to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take such other action as set forth in Paragraphs (10), (11) and (12), and Rule 9G-19.014, Florida Administrative Code. "Acceptable to the Division" means that the work product was completed in accordance with generally accepted principles, guidelines and applicable law, and is consistent with the Scope of Work.

- G. Upon reasonable notice, the Recipient shall provide such additional program updates or information as may be required by the Division.

H. All report formats provided by the Division shall be made available to the Recipient on the Division's Internet site and a hard copy will be mailed with a fully executed copy of the Agreement.

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

Recipient:

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

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

ADVANCE REQUEST WORKSHEET

If you are requesting an advance, complete the following worksheet

DESCRIPTION	(A) FFY 2005	(B) FFY 2006	(C) FFY 2007	(D) Total
1 INITIAL CONTRACT ALLOCATION				
2 FIRST THREE MONTHS CONTRACT EXPENDITURES ¹				
3 AVERAGE PERCENT EXPENDED IN FIRST THREE MONTHS (Divide line 2 by line 1.)				

¹ First three months expenditures need only be provided for the years in which you requested an advance. If you do not have this information, call your consultant and they will assist you.

MAXIMUM ADVANCE ALLOWED CALULATION:

$$\text{Cell D3} \times \$ \text{EMPA Award (do not include match)} = \text{MAXIMUM ADVANCE}$$

REQUEST FOR WAIVER OF CALCULATED MAXIMUM

[] Recipient has no previous EMPA contract history. Complete Estimated Expenses chart and Explanation of Circumstances below.

[] Recipient has exceptional circumstances that require an advance greater than the Maximum Advance calculated above.

Complete estimated expenses chart and Explanation of Circumstances below. Attach additional pages if needed.

ESTIMATED EXPENSES

BUDGET CATEGORY	2007-2008 Anticipated Expenditures for First Three Months of Contract
Salaries/OPS	
Program Expenses	
TOTAL EXPENSES	

Explanation of Circumstances

Attachment F
Warranties and Representations

Financial Management

Recipient's financial management system shall provide for the following:

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

Competition.

All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that

develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, price, quality and other factors considered. Solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of conduct.

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

Licensing and Permitting

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

Attachment G

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

Contractor Covered Transactions

- (1) The prospective contractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

City, State, Zip

Date

Attachment H
Statement of Assurances

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

2. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

3. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

4. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

5. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

6. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

7. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

8. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a)

requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

9. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

10. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

11. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

12. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of

Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

13. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

14. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.

15. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

16. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620.

Seminole County

Emergency Management

2007 – 2008 Scope of Work

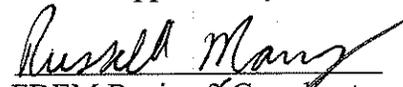
Submitted by:



Emergency Management Director

Date: 10/24/07

Approved by:


FDEM Region 5 Coordinator

Date: 10/24/07

Seminole County
 Emergency Management
 2007 - 2008 Scope of Work

Item #	Deliverables	Mid Year Review		End of Year Review	
1	<p>SHELTERS: All Counties shall address the following shelter deficit reduction plans and efforts consistent with the statewide shelter deficit reduction initiative by May 1, 2008:</p> <p>A) Identify and submit potential hurricane shelter retrofit projects to Florida Division of Emergency Management (FDEM), Infrastructure Section. (The information is used to compile the Shelter Retrofit Report.)</p> <p>B) Report to the FDEM Infrastructure Section, all hurricane shelter retrofit projects that are undertaken, regardless of funding source(s).</p> <p>C) Develop and submit to the FDEM Infrastructure Section a strategy to ensure that by June 1, 2008, all designated Special Needs Shelters (SpNS) have a standby power system or capability with adequate capacity to support life-safety systems, essential lighting and outlet receptacles, air-conditioning, and necessary medical equipment. For those designated SpNS facilities without a permanently equipped standby electric generating capacity, a locally sourced and acquired temporary electric generator with adequate capacity to support the standby power system shall be provided.</p> <p>D) Develop and submit to the FDEM Infrastructure Section, a strategy to ensure that by June 1, 2010, there is adequate designated Special Needs Shelters (SpNS) client space capacity to meet anticipated five-year demands as determined by the 2008 Statewide Emergency Shelter Plan (January 31, 2008). All designated SpNS facilities must at a minimum meet the hurricane safety criteria established in the American Red Cross Standards for Hurricane Evacuation Shelter Selection (ARC 4496) and be equipped with an adequate standby electric power system or capability as described in item 1.c. above. www.FloridaDisaster.org/bpr/response/engineers/library.htm</p> <p>E) Update and submit to the FDEM Infrastructure Section, hurricane shelter deficit reduction progress reports, which include "as-is" retrofit and Enhanced Hurricane Protection Areas (EHPA) construction. (This information is used to compile the Shelter Retrofit Report.)</p> <p>F) Provide a brief report on results of the year's coordination with school boards, community colleges and universities (as applicable) for implementation of the statutory and code required Public Shelter Design Criteria (a.k.a. EHPA). The most recent published Statewide Emergency Shelter Plan can provide guidance for implementation of the EHPA criteria. www.FloridaDisaster.org/bpr/response/engineers/library.htm</p>	<i>In Work</i>		<i>In Work</i>	
		<i>Complete</i>		<i>Complete</i>	
		<i>Due Date Missed</i>		<i>Due Date Missed</i>	
Deliverable Status Comments:					

2	<p>MITIGATION: By September 30, 2008, Hold at least one Local Mitigation Strategy Working Group meeting and provide copies of the meeting agenda, minutes and attendance list to the FDEM Recovery and Mitigation Bureau. The Local Mitigation Planning Website can be found at www.FloridaDisaster.org/brrm/lms.htm. As applicable during this contract period (10/01/2007 – 09/30/2008):</p> <p>a) Submit grant applications for mitigation grant funding (Flood Mitigation Assistance and Repetitive Flood Claims Programs) to retrofit identified repetitive loss properties in your community. The required Non-Federal match may be provided by the participating home or business owner. Information on these mitigation grant programs may be found on the following web pages: Flood Mitigation Assistance – http://www.FloridaDisaster.org/brrm/FMAP.htm; Pre-disaster Mitigation Program (PDM) – http://www.FloridaDisaster.org/brrm/PDM_main.htm; Repetitive Flood Claims – http://www.FloridaDisaster.org/brrm/RFCP.htm</p> <p>b) If the county is included in a disaster declaration, submit mitigation projects to the Recovery and Mitigation Bureau based on the funding allocations provided for Hazard Mitigation Grant Program (HMGP) related projects.</p>	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>
Deliverable Status Comments:			
3	<p>COORDINATION and COLLABORATION: No later than 30 days after each event/conference, counties are to provide an agenda or a copy of the certificate to show participation in at least the following during this contract period (10/01/2007 – 09/30/2008). The documents should be submitted to the FDEM County Liaison Section.</p> <ul style="list-style-type: none"> • Quarterly Regional Coordinator Meetings • Governor's Hurricane Conference • Current Issues in Emergency Management (CIEM) • Regional Domestic Security Task Force (RDSTF) Meetings • Florida Emergency Preparedness Association (FEPA) Conference • Local Mitigation Strategy (LMS) Workshops <p>The documents should be submitted to your Regional Coordinator. Counties will receive credit as being in attendance by conference calls or video conferencing.</p>	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>
Deliverable Status Comments:			

4	<p>NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) COMPLIANCE: Counties shall maintain National Incident Management System (NIMS) compliance as required by U.S. Department of Homeland Security (DHS) under Homeland Security Directive 5 (HSPD-5) and be consistent with the National Response Plan, Homeland Security Directive 8 (HSPD-8). Counties will be considered NIMS compliant based on the criteria below.</p> <ul style="list-style-type: none"> a) Maintain an ongoing training program to ensure that all emergency management/responder personnel with disaster related duties complete the following courses online or by scantron by August 30, 2008: IS 700 – National Incident Management Systems (NIMS), An Introduction; IS 800 – National Response Plan (NRP), An Introduction; ICS 100 – Incident Command System, An Introduction; ICS 200 – Incident Command System, Basic; ICS 300 – Immediate Incident Management System (ICS) for Expanding Incidents; ICS 400 – Advanced Incident Command System (ICS), Command and General Staff – Complex Incidents b) Information for the following courses must be completed by August 30, 2008 and forwarded to FDEM Training Unit: ICS 300 – Immediate Incident Management System (ICS) for Expanding Incidents; ICS – Advanced Incident Command System (ICS), Command and General Staff – Complex Incidents c) Conduct a self-assessment of the county emergency management program using the National Incident Management System crosswalk on the National Management Compliance Assurance Support Tool (NIMCAST) and submit to the FDEM NIMS Coordinator by September 15, 2008. The NIMCAST website can be found at www.fema.gov/NIMCAST/ChangeTemppasswordsubmit.do. 	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>
<p>Deliverable Status Comments:</p>			
5	<p>EXERCISES: Maintain a comprehensive, all hazards exercise program in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) to evaluate and test all aspects of the local emergency management system including activation of the county EOC during this contract period (10/01/2007 – 09/30/2008). These documents are required to be submitted:</p> <ul style="list-style-type: none"> a) Submit an After Action Report (AAR) to the FDEM Training and Exercise Unit within 30 days for all exercises or actual events for which the county EOC was activated. b) Participate in at least one full day of the annual Statewide Hurricane Exercise in which the submission of one Incident Action Plan (IAP), one Situation Report, a roster of participants, and participation in at least one telephone conference call is required. The Emergency Management Director shall determine extent of play necessary for the jurisdiction. 	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>	<p><i>In Work</i></p> <p><i>Complete</i></p> <p><i>Due Date Missed</i></p>
<p>Deliverable Status Comments:</p>			

6	<p>CONTINUITY OF OPERATIONS PLAN: Counties shall conduct at least one Continuity of Operations Plan (COOP) exercise during this contract period (10/01/2007 – 09/30/2008). This exercise may be a tabletop, functional, full-scale exercise and may be conducted as part of the annual Statewide Hurricane Exercise or an RDSTF scheduled exercise. Within 30 days of the exercise, the county will submit an After Action Report (AAR) to the Natural Hazards Program Coordinator. Recommended changes to the COOP in the AAR shall be incorporated into the plan, highlighted, and submitted to the COOP Program Manager by September 30, 2008.</p>	In Work	In Work
		Complete	Complete
		Due Date Missed	Due Date Missed

Deliverable Status Comments:

7	<p>COMMUNICATIONS: To insure interoperability between Florida counties and the State Emergency Operations Center (SEOC), each county must complete the following. This information will be verified by the Regional Coordinators on a quarterly basis during this contract period (10/01/2007 – 09/30/2008). Quarterly reports are due December 31, 2007, March 31, 2008, June 30, 2008, and September 30, 2008:</p> <p>A) Maintain operational installations of Groove Virtual Office (GVO) for disconnected and secure communications. Two licenses per county will be provided by FDEM. One license is specifically for the County Emergency Management Director or his designee. An individual designated by the County EM Director shall be named specifically, and must have both decision making authority and the clearance to receive information that may be sensitive in nature (i.e., domestic security intelligence, public health, animal health intelligence, etc.). The second license is for use as a generic support account and will be used for open/non-sensitive communications. The sharing of the user id and password for EM Director's account is NOT authorized. However, the sharing of the user id and password for the generic account is encouraged.</p> <p>B) Membership: There are three core GVO workspaces that each County needs to be a member of: Your Region Workspace: This workspace is designed to provide day to day communications between Emergency Managers from your Region as well as invitations to other workspaces; Conference Call: This workspace allows the SERT team to collaborate visually while dialing in to the State-Conference Calls; Current Hazards V3.4: This workspace will be used DAILY to share information with you regarding current severe weather threats (including tropical updates) and as other hazards which may adversely affect Floridians. This workspace will also transition into an event workspace during SEOC activations.</p> <p>C) Account Management: All GVO accounts are maintained by FDEM and will be monitored monthly for activity. FDEM has set a policy to disable any Groove account that has not been logged into for 30 days. After 30 days of inactivity FDEM will be forced to delete the expired account. For more information on Groove go to www.FloridaDisaster.org/groove/.</p> <p>D) Maintain the EMnet Emergency Messaging System via the ESATCOM data system in an operational status.</p> <p>E) Maintain the ESATCOM voice terminal (handset) in an operational status in the County Warning Point. Maintain the State National Warning and Alerting System (State NAWAS) in an operational status in the County Warning Point.</p> <p>F) Maintain the capability of activating the Emergency Alert System in the County. This capability can be met through captive hardware and captive software at the County's 24-hour Warning Point or by publishing and maintaining written procedures, policies and instructions for activating the Emergency Alert System through the State Warning Point.</p> <p>G) Test the EMnet, ESATCOM data, ESATCOM voice and State NAWAS systems on a weekly basis and test the Emergency Alert System capability on a semi-annual basis. Additional ESATCOM or State NAWAS terminals installed at locations other than the County Warning Point (a county responsibility) will be maintained and tested similar to the primary system.</p>	In Work	In Work
		Complete	Complete
		Due Date Missed	Due Date Missed

Deliverable Status Comments:

8	<p>TEMPORARY HOUSING: By May 31, 2008, develop and maintain a temporary housing strategy which shall, at a minimum, address the following. The information should be submitted to the FDEM Recovery & Mitigation Bureau:</p> <p>A) Creation of a local primary point of contact database, identifying the local stakeholders, to include county/city government agencies or organizations that have any regulatory authority over land use, residential permitting and inspections, zoning/planning and utilities. Assigning a high-level point of contact responsible for administering and maintaining the strategy. Stakeholder information will include name, agency, title, business address, cell phone numbers, email addresses, and their role in the strategy.</p> <p>B) Identify county and city zoning ordinances limiting the use of recreational vehicles, mobile homes, large buildings (20,000 square feet or more) or any temporary structure as a disaster housing resource and strategies to suspend or waive the ordinance to expedite the deployment of the resource within the county or local municipality.</p> <p>C) Identify the process and procedure for expediting the building permitting process related to the placement of travel trailers or mobile homes within the county or local municipality. The procedure should identify the process to obtain temporary waivers of any associated fees and an estimated timetable for site inspections.</p> <p>D) Identify potential local real-estate resources, to include rental resources, emergency shelter sites, and mobile home group sites.</p> <p>E) Identify resources and capabilities to administer a temporary roofing program.</p> <p>F) Input and update all data related to the Local Disaster Housing Strategy in the Disaster Housing Operation Groove workspace.</p> <p>G) Incorporate the temporary housing plan into the County Emergency Management Plan (CEMP).</p>	<i>In Work</i>	<i>In Work</i>
		<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>

Deliverable Status Comments:

9	<p>LOGISTICS: By May 31, 2008, update and maintain a county Logistics plan consistent with guidance found in the County Logistics and POD SOG (CEMP 2355), which can be found online at www.FloridaDisaster.org/bpr/Response/ClandLOG.htm. The strategy shall also include, but not be limited to the following:</p> <p>A) A County Emergency Fuel Strategy. Fuel Strategy guidance can be found online at www.floridadisaster.org/documents/2006%20FEPA%20Presentation.pdf.</p>	<i>In Work</i>	<i>In Work</i>
		<i>Complete</i>	<i>Complete</i>
		<i>Due Date Missed</i>	<i>Due Date Missed</i>

Deliverable Status Comments:

10	<p>GEOGRAPHICAL INFORMATION: Mapping and Spatial data shall be developed, maintained, and updated in cooperation between counties and the Florida Division of Emergency Management (FDEM). Current datasets will be provided by FDEM to counties through the appropriate Regional Coordinator. Updates and corrections will be provided to the FDEM GeoSpatial Information Systems (GIS) section on or before March 30, 2008. This shall include</p> <p>A) County shelter data utilized by the State Emergency Support Function (ESF) 6 shall be updated and new shelters added through the web by accessing www.eoconline.org/EM_Live/shelter.nsf.</p> <p>B) Location and attribute information of all fire rescue and emergency service stations shall be provided consistent with existing datasets.</p> <p>C) Location and attribute information for county logistical staging areas using a format provided in cooperation with FDEM Logistics Section. Logistical Staging Area Site Survey Forms may be obtained at www.FloridaDisaster.org/DocumentsBPR/inventory/%20Reporting%20Sheet%2010.21.05.xls.</p> <p>D) POINTS OF DISTRIBUTION: Location and attribute information for Points of Distribution (POD) sites and comfort stations using a format provided in cooperation with FDEM's Logistics Section. County POD Site Survey Profile forms may be found at www.FloridaDisaster.org/DocumentsBPR/POD%20Distribution%20Profile.doc.</p> <p>E) Location and attribute information for Disaster Recovery Center (DRC) sites using a format provided in cooperation with FDEM Recovery Section.</p> <p>F) Location and attribute information of other critical facilities shall be provided as appropriate to maintain, correct and/or update the statewide critical facilities database. Existing data will be provided to the counties through the Regional Coordinators and assistance will be made available through the FDEM GIS Section. Attribute information for spatial data requested shall include: Facility name; Latitude/Longitude in decimal degrees and Physical, E911 compatible addresses need to be complete and detailed to allow for accurate geocoding of each POD location.</p> <p style="text-align: center;">Ex. Franklin Farmers Market 1792 US HWY 98 Eastpoint, Florida 32328</p>	<table border="1"> <tr><td><i>In Work</i></td></tr> <tr><td><i>Complete</i></td></tr> <tr><td><i>Due Date Missed</i></td></tr> </table>	<i>In Work</i>	<i>Complete</i>	<i>Due Date Missed</i>	<table border="1"> <tr><td><i>In Work</i></td></tr> <tr><td><i>Complete</i></td></tr> <tr><td><i>Due Date Missed</i></td></tr> </table>	<i>In Work</i>	<i>Complete</i>	<i>Due Date Missed</i>	
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<i>Due Date Missed</i>										
Deliverable Status Comments:										
11	<p>DISASTER RECOVERY CENTERS: By March 31, 2008, each county shall identify a minimum of two (2) mobile Disaster Recovery Center (DRC) sites. Counties with a population greater than 100,000 shall identify one (1) additional DRC site per each additional 100,000 residents. These locations shall be updated annually and include legal site addresses and attribute information using a format consistent with the FDEM Preparedness Bureau.</p>	<table border="1"> <tr><td><i>In Work</i></td></tr> <tr><td><i>Complete</i></td></tr> <tr><td><i>Due Date Missed</i></td></tr> </table>	<i>In Work</i>	<i>Complete</i>	<i>Due Date Missed</i>	<table border="1"> <tr><td><i>In Work</i></td></tr> <tr><td><i>Complete</i></td></tr> <tr><td><i>Due Date Missed</i></td></tr> </table>	<i>In Work</i>	<i>Complete</i>	<i>Due Date Missed</i>	
<i>In Work</i>										
<i>Complete</i>										
<i>Due Date Missed</i>										
<i>In Work</i>										
<i>Complete</i>										
<i>Due Date Missed</i>										
Deliverable Status Comments:										

12	PET FRIENDLY OPERATIONL PLANS: By September 30, 2008 , counties in conjunction with their local Humane Society, local pet and animal advocates, and Emergency Support Function 17, Florida Department of Agriculture and Consumer Services, will develop a "Pet Shelter Working Group" for the purpose of establishing strategies and guidelines for Pet Friendly Shelter Plans. These plans and strategies should take into account available local resources, and local issues that are unique to each individual county.	<i>In Work</i>	<i>In Work</i>	
		<i>Complete</i>	<i>Complete</i>	
		<i>Due Date Missed</i>	<i>Due Date Missed</i>	
Deliverable Status Comments:				

Record of Review

Mid Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

End of Year Review

County Emergency Management
Representative Signature

Date: _____

FDEM Division
Representative Signature

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Emergency Medical Services (EMS) Matching Grant Application

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approve to submit a grant application to the Florida Department of Health requesting \$180,000 through their Emergency Medical Services (EMS) Matching Grant Program for the purchase of Zoll Autopulse devices; and authorize the Chairman to execute supporting documents.

County-wide

Jennifer Bero

BACKGROUND:

The Florida Department of Health offers the EMS Matching Grant Program to support projects that improve and expand emergency medical services in Florida. The program supplies EMS providers, first responder organizations, and other EMS-related organizations with funds for projects to acquire, repair, improve, or upgrade EMS systems or equipment.

Staff is interested in pursuing the grant for the purchase of Zoll Autopulse devices. These devices are automated Cardiopulmonary Resuscitation Devices that will allow for hands-off CPR during transport of cardiac arrest patients. Purchase of the devices enables the firefighters to be available to respond to other emergency calls.

The proposed application would request \$180,000 with a 25% match. The match equal to \$60,000 would be accommodated by the Fire Fund.

STAFF RECOMMENDATION:

Staff recommends Board approval to submit a grant application to the Florida Department of Health requesting \$180,000 through their Emergency Medical Services (EMS) Matching Grant Program for the purchase of Zoll Autopulse devices; and authorize the Chairman to execute supporting documents.

ATTACHMENTS:

1. Certification for Chairman Execution
2. Project Summary

Additionally Reviewed By: No additional reviews

19. Certification:

My signature below certifies the following.

I am aware that any omissions, falsifications, misstatements, or misrepresentations in this application may disqualify me for this grant and, if funded, may be grounds for termination at a later date. I understand that any information I give may be investigated as allowed by law. I certify that to the best of my knowledge and belief all of the statements contained herein and on any attachments are true, correct, complete, and made in good faith.

I agree that any and all information submitted in this application will become a public document pursuant to Section 119.07, F.S. when received by the Florida Bureau of EMS. This includes material which the applicant might consider to be confidential or a trade secret. Any claim of confidentiality is waived by the applicant upon submission of this application pursuant to Section 119.07, F.S., effective after opening by the Florida Bureau of EMS.

I accept that in the best interests of the State, the Florida Bureau of EMS reserves the right to reject or revise any and all grant proposals or waive any minor irregularity or technicality in proposals received, and can exercise that right.

I, the undersigned, understand and accept that the Notice of Matching Grant Awards will be advertised in the *Florida Administrative Weekly*, and that 21 days after this advertisement is published I waive any right to challenge or protest the awards pursuant to Chapter 120, F.S.

I certify that the cash match will be expended between the beginning and ending dates of the grant and will be used in strict accordance with the content of the application and approved budget for the activities identified. In addition, the budget shall not exceed the department, approved funds for those activities identified in the notification letter. No funds count towards satisfying this grant if the funds were also used to satisfy a matching requirement of another state grant. All cash, salaries, fringe benefits, expenses, equipment, and other expenses as listed in this application shall be committed and used for the activities approved as a part of this grant.

Acceptance of Terms and Conditions: If awarded a grant, I certify that I will comply with all of the above and also accept the attached grant terms and conditions and acknowledge this by signing below.

Signature of Authorized Grant Signer
(Individual Identified in Item 2)

____ / ____ / ____
MM / DD / YY

**GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION**

FUNDER: Florida Department of Health, Bureau of Emergency Medical Services

DATE DUE: January 4, 2008 (anticipated)

PROJECT TITLE: Emergency Medical Services Matching Grant

DEPARTMENT: Public Safety – EMS/Fire/Rescue

PROJECT INITIATOR(S): Tim Nicholson, Battalion Chief

PROJECT MANAGER/PRINCIPAL INVESTIGATOR: Tim Nicholson

PROJECT DESCRIPTION: Zoll Autopulse devices are automated Cardiopulmonary Resuscitation Devices that allows for hands-off CPF during transport of cardiac arrest patients. Public Safety transported 207 cardiac arrest patients in the past 12 month period. Transport of these patients requires a firefighter to be present with the patient to administer CPR as required. Purchase of the devices would allow for the firefighter to return to the rescue unit, providing for his/her availability to respond to other emergency calls. If awarded, the grant would fund the purchase of 16 units at an approximate cost of \$15,000 per unit.

TOTAL AMOUNT REQUESTED: \$180,000

MATCHING FUNDS (IF APPLICABLE): \$ 60,000

SOURCES OF MATCH: Fire Fund

TOTAL PROJECT COST: \$240,000

GRANT FUNDING IS:

COMPETITIVE

ENTITLEMENT

CONTRACT

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Workforce Central Florida Grant Application

DEPARTMENT: Fiscal Services

DIVISION: Administration - Fiscal Services

AUTHORIZED BY: Lisa Spriggs

CONTACT: Jennifer Bero

EXT: 7125

MOTION/RECOMMENDATION:

Approval to submit grant applications to Workforce Central Florida requesting up to \$50,000 through their Employee Training Grant Program for reimbursement of countywide employee training and/or certifications; and authorize the County Manager or designee to execute supporting documents.

County-wide

Jennifer Bero

BACKGROUND:

Workforce Central Florida (WCF) offers training grants to employers valuing investment in their employees through the development of specific occupational knowledge and skills. WCF seeks to contribute towards an organization's ability to effectively deliver services to their constituents.

Staff is interested in pursuing the grant to supplement the cost for countywide training and/or certifications. If awarded, the grant funds would reimburse Seminole County for 50% of the direct training and/or certification costs, decreasing the dependency upon County dollars.

The proposed applications would request reimbursement of up to \$50,000 with a 50% match (equal to \$50,000). The match would be accommodated by the annual operating budgets of each department that applies. An application is submitted for each training class. Through this agenda item, staff is requesting Board approval to submit on-going applications until the maximum allowable reimbursement is received.

STAFF RECOMMENDATION:

Staff recommends the Board approve to submit grant applications to Workforce Central Florida requesting up to \$50,000 through their Employee Training Grant Program for reimbursement of countywide employee training and/or certifications; and authorize the County Manager or designee to execute supporting documents.

ATTACHMENTS:

1. Abstract - Project Description
2. List of Training Programs

Additionally Reviewed By:
No additional reviews

**GRANT PROPOSAL REVIEW FORM – ABSTRACT
GRANTS ADMINISTRATION DIVISION**

FUNDER: Workforce Central Florida

DATE DUE: First-come, first-served

PROJECT TITLE: Employee Training and Certification Programs

DEPARTMENT: Countywide

PROJECT INITIATOR(S): Jennifer Bero, Grants Administration

PROJECT MANAGER/PRINCIPAL INVESTIGATOR: Various Departments

PROJECT DESCRIPTION: Several departments within Seminole County operations are interested in taking advantage of the Employee Training Grant offered by Workforce Central Florida. The attached summary lists the various programs for which reimbursement funds would be sought if approved by the Board. Applications would be prepared by departmental staff and submitted to Grants Administration for review and prioritization by the Grants Review Team or designee. Those meeting the criteria of the grant and deemed highest priority will be submitted to Workforce Central Florida for funding consideration. Each department would expend funds from their existing budget for the training and receive reimbursement of 50% from the grant.

TOTAL AMOUNT REQUESTED: \$ 50,000

MATCHING FUNDS (IF APPLICABLE): \$ 50,000

SOURCES OF MATCH: Currently Adopted Budget

TOTAL PROJECT COST: \$100,000

GRANT FUNDING IS:

COMPETITIVE

ENTITLEMENT

CONTRACT

SUMMARY OF TRAINING/CERTIFICATION PROGRAMS

Administrative Services Department **Purchasing Division**

Program: Certified Public Purchasing Officer (CPPO) and Certified Professional Public Buyer (CPPB)

Number of Employees: 10

Total Proposed Cost: \$600 per employee = \$6,000

Program Description: The CPPB level applies to individuals who have demonstrated prescribed levels of professional competency as a buyer in public and governmental purchasing, and not required to meet the additional managerial function requirement for CPPO. Realizing that procurement standards and norms should be the same in all public purchasing environments, the CPPO and CPPB certification programs have been established to meet the requirements of all public purchasing personnel in Federal, State, and Local governments.

Facilities Maintenance Division

Program: Facilities Management Administrator

Number of Employees: 4

Total Proposed Cost: \$995 per employee = \$3,980

Program Description: Offered by the Building Owner's & Management Institute (BOMI), this program provides an overview of management information central to operating a facility. It also offers information needed to management the ongoing operation and maintenance of building systems and to maximize building efficiency and cost-effectiveness. BOMI International is a 501(c)(3) nonprofit education institute dedicated to improving the skills of professionals at many levels with property, facility, and systems responsibilities.

Environmental Services Department **Water and Sewer Division**

Program: Cross Connection Control

Number of Employees: 5

Total Proposed Cost: \$500 per employee = \$2,500

Program Description: This program provides staff with the ability to identify basic cross connections and test units to verify proper operation. This program provides training on the historical and regulatory requirements for the program. This training also provides additional public safety for all of our customers since staff is trained and can identify basic cross connections. The employees become certified backflow testers (or renews certification) as required by FDEP.

SUMMARY OF TRAINING/CERTIFICATION PROGRAMS

Water and Sewer Division (cont'd)

Program: Electrical and Mechanical Training

Number of Employees: 10

Total Proposed Cost: \$1,000 per employee = \$10,000

Program Description: This program provides staff with the ability to better maintain and operate electrical and mechanical equipment. Training includes basic as well as advanced training. The training includes troubleshooting techniques to help staff identify and repair Wastewater Pump Stations, Drinking Water Facilities, Wastewater facilities, Reclaimed Water Facilities, VFD controllers, PLC's, etc. A certificate of completion with lab hours is given at the completion of class.

Program: Crane and Boom Truck Training

Number of Employees: 15 per class (30) total

Total Proposed Cost: \$7,500 per class [two (2) classes plus \$150 per operator certification] = \$18,300
(Eight (8) employees will receive overhead crane training, but will not receive the certification. The cost for the class remains the same.)

Program Description: This training will provide certification on the various types of cranes used within the department, including boom trucks, rear-mounted cranes, and overhead cranes. By conducting the training at our facility the personnel are trained on the equipment they operate within their specific work environment. All personnel successfully completing the training program will receive a certificate.

Program: Water Distribution A, B, and C Training

Number of Employees: 20

Total Proposed Cost: \$4,500

Program Description: These training and certification courses are now required by FDEP of all personnel working in the water distribution systems. Topics include water quality, the distribution systems, basic math and hydrology. Certificates are issued and higher level classes require the next level down certification. These courses also meet the CEU requirement for FDEP Operator licensure.

Program: Collections System A, B, and C training

Number of Employees: 20

Total Proposed Cost: \$4,500

Program Description: This voluntary training program covers working in the sewage collection systems. Topics include collection systems, maintenance, lift stations, pumps, and basic math. Certificates are issued and higher level classes require the next level down certification. These courses also meet the CEU requirement for FDEP Operator licensure.

SUMMARY OF TRAINING/CERTIFICATION PROGRAMS

Public Safety Department **EMS/Fire/Rescue Division**

Program: Paramedic Training

Number of Employees: 5

Total Proposed Cost: \$1,530 per course x 13 courses = \$19,890

Program Description: Paramedical training is provided by Seminole Community College for firefighter EMT employees to enhance their skill levels to provide advanced life support for the citizens of Seminole County. The courses stress theory and procedures used by a comprehensive emergency medical system in advanced pre-hospital care of the emergency patient. Topics studied include role and responsibilities, medical legal issues, well-being of the paramedic, illness and injury prevention, ethics, medical terminology review, patient assessment, airway management, venous access and medication administration, therapeutic communications, life span development, pathophysiology, management of shock, and general pharmacology. Employees will receive a certification from the college upon successfully demonstrating that the skill levels have been achieved.

Human Resources Department

Program: Program Management Certification Program (SCC Project Management Institute)

Number of Employees: 2-4

Total Proposed Cost: \$4,000 per employee = up to \$16,000

Program Description: Project management expertise in today's workforce will keep individuals and their companies in every industry on the cutting edge. The professional certificate program is designed to provide the student with a solid foundation, advanced knowledge and the practical skills critical in effective project management practice today.

The Project Management Institute (PMI) a global leader in the field, focuses on the needs of project professionals worldwide. PMI's membership includes 240,000 professionals in 160 countries, representing every major industry, including telecommunications/networking, software/simulation, construction/A&E design, industrial/mechanical, government, and aerospace.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-21 - \$64,000 - Public Works - 1991 Infrastructure Sales Tax Fund - CR 419 Mitigation

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-21 through the 1991 Infrastructure Sales Tax fund in the amount of \$64,000 to provide additional funding for mitigation expenditures related to the County Road 419 (Phase I) Improvements.

County-wide

Lin Polk

BACKGROUND:

The County Road 419 (Phase I) Improvements project widened County Road 419 from 2 to 4 lanes for 3.3 miles, extending from Lockwood Road to Second Street. The project was started in 2002 and was completed in 2004, for a total cost of approximately \$9.8 million.

Due to unforeseeable site conditions, the original mitigation area required as part of the project did not meet its permitted success criteria. Accordingly, additional excavation and planting activities are required to bring the County Road 419 (Phase I) Improvements project into compliance with the Saint Johns River Water Management District (SJRWMD) Permit #4-117-22268-2 for wetland impacts that have already been realized. Failure to conduct these activities will potentially result in permit non-compliance and fines from the SJRWMD as well as additional mitigation requirements and costs.

The additional mitigation requirements consist of additional excavation and vegetation planting of a wetland mitigation tract adjacent to the Econolockhatchee River. The estimated costs of the additional required mitigation are approximately \$64,000.

Funding for these additional mitigation activities are derived from the 1991 Infrastructure Sales Tax Funds Reserve balance. After this BAR, the remaining Reserve balance will be approximately \$85,145,843.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-21 through the 1991 Infrastructure Sales Tax fund in the amount of \$64,000 to provide additional funding for mitigation expenditures related to the County Road 419 (Phase I) Improvements.

ATTACHMENTS:

1. Budget Amendment Request

Additionally Reviewed By: No additional reviews

We'
2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
<u>F Coulter</u> Analyst	<u>11/13/07</u> Date
<u>Budget Manager</u>	Date
<u>Director</u>	Date
<u>08-21</u> BAR	

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: **Community Services**
 Fund(s): General Fund
 PURPOSE: To provide additional funding for the CR 419 (Phase I) Improvement project to provide for additional mitigation.

(FY 2007/08)

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
11500.999955.599994		Reserve for Capital Improvments	\$ 64,000
Total Sources			\$ 64,000

Uses:

Account Number	Project #	Account Title	Amount
11500.077515.560650	00006602	Construction in Progress (CR 419 - Phase I - Improvement)	\$ 64,000
Total Uses			\$ 64,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the
Board of County Commissioners

By: _____
Brenda Carey
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-25 - \$88,341,694 - Various Funds - Various Departments - Project Carryforward

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-25 through multiple funds in the amount of \$88,341,694 to carry forward the remaining unexpended project funds from FY 2006/07 into FY 2007/08.

County-wide

Lin Polk

BACKGROUND:

The general budgetary policy of Seminole County government is to budget the entire cost of a project (or the cost of a specific phase of a project) in the first year that it is anticipated that the project (or phase) will commence. Many projects extend from one fiscal year into the next. As such, unexpended funds for specific projects which have not yet been completed are carried forward from one fiscal year to the next. This is accomplished in two phases.

The first phase carries forward uncommitted available project budget into the new fiscal year. This phase is accomplished as part of the adoption of the new budget. A detailed listing of the carryforward appears in the Second Public Hearing Book, and is included as part of the final adopted budget for the new fiscal year (FY2007/08).

The second phase is performed after year-end close to true-up project budgetary balances by carrying forward any remaining encumbered budget balances from the prior fiscal year to the new fiscal year for continuation of the commitment/project and reduce project balances where phase I carryforward was too high. The attached Budget Amendment Request represents the second phase carryforward from FY 2006/07 to FY 2007/08. The project budgets being carried forward are all as previously approved by the Board of County Commissioners.

The attached Budget Amendment Request has no effect on Reserve balances.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-25 through multiple funds in the amount of \$88,341,694 to carry forward the remaining unexpended project funds from FY 2006/07 into FY 2007/08.

ATTACHMENTS:

1. Budget Amendment Request
2. Proforma Project Budget

Additionally Reviewed By: No additional reviews

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredrik V Coulter Analyst	11/20/07 Date
Budget Manager	Date
Director	Date
BAR 08-25	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**

Department: **Various**

Fund(s): **Various**

PURPOSE: To carryforward remaining unexpended project funds from FY 2007/08 to FY 2008/09.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
		See attached sheet	\$ 88,341,694
Total Sources			\$ 88,341,694

Uses:

Account Number	Project #	Account Title	Amount
		See attached sheet	\$ 88,341,694
Total Uses			\$ 88,341,694

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
Brenda Carey
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

Sources:

Account Number	Project #	Account Title	Amount
00100.010560.560650	00240801	Construction In Progress (Cty Services Bldg /HVAC Repl)	9,297
00100.056200.530521	00274801	Equipment \$1000-\$4999 (ANIMAL SERVICES FIRE)	2,888
00100.140510.56065	00219501	Construction In Progress (COPS GRANT INTERLOCAL AGREEMEN)	3,350
00100.399999		Beginning Fund Balance	713,422
00103.399999		Beginning Fund Balance	39,892
00104.399999		Beginning Fund Balance	53,463
10101.334490.077501	00175501	Transportation Revenue Grant (SIX LANING 434 B/N MAITLAND BL)	63,498
10101.399999		Beginning Fund Balance	326,768
11200.010577.560650	00226101	Construction In Progress (Fire Training Facility)	8,125
11200.399999		Beginning Fund Balance	1,448,211
11500.077515.560610	00010701	Land (SILVER LAKE DR/AIRPORT ENTR.)	106,600
11500.366100.077515	00006103	Contributions and Donations (AIRPORT BLVD II &III UTILITY)	55,921
11500.366100.077515	00012402	Contributions and Donations (LAKE DRIVE(CASSELBERRY))	142,159
11500.366100.077515	00012403	Contributions and Donations (LAKE DRIVE SNOCWTA)	44,351
11500.399999		Beginning Fund Balance	5,359,866
11541.077441.560670	00247617	Roads (ESTHER LANE)	4,516
11541.077441.560670	00247619	Roads (EAST LAKEVIEW CIRCLE)	13,178
11541.077441.560670	00247620	Roads (PALM CIRCLE)	5,267
11541.077541.560650	00192573	Construction In Progress (CR 427 SIDEWALK (LW TO LM))	203,610
11541.077641.560610	00209102	Land (ANCHOR ROAD DESIGN)	1,343
11541.077641.560650	00209106	Construction In Progress (WEKIVA PARK DRIVE)	1,000
11541.077741.560670	00202333	Roads (Maitland Av/SR436 to Co Line/D)	4,809
11541.077741.560670	00202334	Roads (Howell Br/SR426 to Co Line/Dom)	8,604
11541.334490.077541	00226502	Transportation Revenue Grant (17/92 ORNGE CNTY TO LK OF WOOD)	1,027,642
11541.399999		Beginning Fund Balance	23,453,852
11916.077701.560680	00275601	Construction & Design (Fernwood Blvd Ped Crossing)	10,060
11916.334360.077603	00258401	Stormwater Management (LOCKHART SMITH CANAL)	96,655
12601.399999		Beginning Fund Balance	5,555,677
12602.399999		Beginning Fund Balance	13,357
12603.399999		Beginning Fund Balance	1,540,852
12604.399999		Beginning Fund Balance	35,341
12605.399999		Beginning Fund Balance	1,352,273
12804.399999		Beginning Fund Balance	36,976
12902.399999		Beginning Fund Balance	18,093
13000.337900.077530	00008302	Local Grants and Aid (STWTR SWEETWATER COVE TRIBUTA)	3,620

Sources:

Account Number	Project #	Account Title	Amount
13000.337900.077600	00174503	Local Grants and Aid (STWTW – SR 434 SEDIMENTATION BASI)	103,889
13000.399999		Beginning Fund Balance	981,235
13300.399999		Beginning Fund Balance	1,522,151
30600.399999		Beginning Fund Balance	195,831
32000.399999		Beginning Fund Balance	2,529,033
32100.399999		Beginning Fund Balance	80,257
32200.399999		Beginning Fund Balance	158,592
40100.399999		Beginning Fund Balance	1,801,938
40102.399999		Beginning Fund Balance	1,503,488
40103.399999		Beginning Fund Balance	4,105,555
40105.399999		Beginning Fund Balance	33,092,258
40201.399999		Beginning Fund Balance	501,992
50100.399999		Beginning Fund Balance	939
Total Sources			\$ 88,341,694

Uses:

Account Number	Project #	Account Title	Amount
00100.010500.560610	00243101	Land (LAND AT FIVE POINTS)	48,161
00100.010560.530310	00274129	Professional Services (HVAC STUDY)	113,179
00100.010560.560650	00234802	Construction In Progress (RENOVATION HEALTH DEPT-AIRPORT)	14,755
00100.010560.560650	00235001	Construction In Progress (PSB Fire Alarm System Upgrade)	7,072
00100.010560.560650	00235701	Construction In Progress (Juvenile Justice Center - HVAC)	48,847
00100.010560.560650	00236601	Construction In Progress (Cty Services Bldg-Roof Repl.)	20,500
00100.010560.560650	00245601	Construction In Progress (CENTRAL LIBRARY HVAC)	118,087
00100.010560.560650	00254401	Construction In Progress (PUBLIC SAFETY A/C UNIT)	1,200
00100.010560.560650	00254801	Construction In Progress (ADDITIONAL KENNEL RUNS)	8,876
00100.010560.560650	00274801	Construction In Progress (ANIMAL SERVICES FIRE)	23,766
00100.043800.530340	00231101	Contracted Services (CLASS ESCOM SYSTEM MODULE)	14,880
00100.043800.530340	00252101	Contracted Services (TRAILS SIGNAGE IMPROVE)	30,840
00100.043800.530520	00231101	Operating Supplies (CLASS ESCOM SYSTEM MODULE)	18,926
00100.043800.560630	00228701	Improvements Oth Than Bld (Big Tree Park Improvements)	16,268
00100.043800.560630	00232001	Improvements Oth Than Bld (LAKE JESUP BOARDWALK REPAIR)	41,176
00100.110108.530340	00110108	Contracted Services (TREE REPLACEMENT)	382
00100.110200.530310	00110205	Professional Services (COMPREHENSIVE PLAN)	94,726
00100.110200.530310	00110206	Professional Services (LAND DEVELOPMENT CODE)	71,915

Uses:

Account Number	Project #	Account Title	Amount
00100.110200.530310	00110209	Professional Services (EVALUATION & APPRAISAL REPORT)	22,073
00100.140510.560642	00249201	Equipment >\$4999 (COMMUNICATION TOWER REPLACE)	3,328
00100.043800.530340	00231701	Contracted Services (INCREASED LANDSCAPING ON PAVED)	10,000
00103.113010.530310	00233901	Professional Services (ECON RESTORATION AREA)	17,992
00103.113010.560630	00233901	Improvements Oth Than Bld (ECON RESTORATION AREA)	21,900
00104.043804.580811	80000007	Aid To Governmental Agencies (BOATING IMPROVE SANFORD)	53,463
10101.077501.530340	00261701	Contracted Services (CHARTER OAKS DRAINAGE PIPE)	10,662
10101.077501.560670	00175501	Roads (SIX LANING 434 B/N MAITLAND BL)	63,498
10101.077501.560670	00137101	Roads (ASPHALT SURFACE MAINTENANCE PR)	316,106
11200.010569.560650	00225301	Construction In Progress (Renovations For Fire Station)	26,455
11200.056100.560642		Equipment >\$4999	10,000
11200.056100.560650	00179301	Construction in Progress (NEW FIRE STATION 13)	1,251,660
11200.056100.560650	00189301	Construction in Progress (Renovations to Fire Stations)	65,306
11200.056100.560650	00239901	Construction in Progress (Burn Bldg/Road & Parking)	5,357
11200.056100.560650	00256001	Buildings (FIRE STATION 27 EXPANSION)	97,558
11500.077415.560610	00234502	Land (MARKHAM WDS RD & DRAINAGE IMPR)	8,616
11500.077415.560650	00234502	Construction In Progress (MARKHAM WDS RD & DRAINAGE IMPR)	266,459
11500.077515.560610	00006202	Land (BUNNELL ROAD/EDEN PARK AVE)	1,242,145
11500.077515.560610	00054101	Land (LAKE EMMA ROAD/SAND POND RD-L)	33,218
11500.077515.560650	00229201	Construction in Progress (LIGHTING I-4 PEDESTRIAN BRIDGE)	9,064
11500.077515.560670	00006102	Roads (AIRPORT BLVD II & III)	1,814,455
11500.077515.560670	00006103	Roads (AIRPORT BLVD II & III UTILITY)	55,921
11500.077515.560670	00006702	Roads (C.R. 427/S.R. 436-CHARLOTTE S)	91,749
11500.077515.560670	00007202	Roads (CR427 PHASE 5/6)	17,015
11500.077515.560670	00010401	Roads (E LAKE MARY (SILVER LK)/SANF.)	11,862
11500.077515.560670	00010701	Roads (SILVER LAKE DR/AIRPORT ENTR.)	701,821
11500.077515.560670	00010702	Roads (JPP/ELMB-SANFORD UTIL CONSTRUC)	27,887
11500.077515.560670	00011401	Roads (C.R. 46A/COUNTRY CLUB-OLD LAK)	752,959
11500.077515.560670	00012401	Roads (LAKE DRIVE/SEMINOLA BLVD-TUSK)	228,576

Uses:

Account Number	Project #	Account Title	Amount
11500.077515.560670	00012402	Roads (LAKE DRIVE(CASSELBERRY))	142,159
11500.077515.560670	00012403	Roads (LAKE DRIVE SNOCWTA)	44,351
11500.077515.560680	00005801	Construction & Design (UPSALA RD (C-15) - 46 TO 17-92)	83,658
11500.077515.560680	00006201	Construction & Design (BUNNEL RD/ MAGNOLIA ST)	5,439
11500.077515.560680	00006301	Construction & Design (CHAPMAN ROAD/S.R. 426-S.R. 43)	50,857
11500.077515.560680	00007701	Construction & Design (EDEN PARK RD/ORANGE COUNTY LI)	26,080
11500.077515.560680	00010701	Construction & Design (SILVER LAKE DR/AIRPORT ENTR.)	64,858
11500.077515.560680	00012401	Construction & Design (LAKE DRIVE/SEMINOLA BLVD-TUSK)	398
11500.077515.560680	00014601	Construction & Design (WYMORE ROAD/ORANGE COUNTY LIN)	6,056
11500.077515.560680	00054101	Construction & Design (LAKE EMMA ROAD/SAND POND RD-L)	14,148
11500.077515.560680	00229201	Construction & Design (LIGHTING I-4 PEDESTRIAN BRIDGE)	9,146
11541.077441.560670	00227016	Roads (RED BUG LAKE RD FM TUSCAWILLA)	362,164
11541.077441.560670	00227017	Roads (SW ROAD FM COUNTRY CLUB TO ROO)	156,000
11541.077441.560670	00227026	Roads (Beardall/SR46 to Marquette)	82,712
11541.077441.560670	00227028	Roads (Dike/528' to Tuskawilla)	242,645
11541.077441.560670	00247601	Roads (SUPPLIMENTAL ROADS - GROUP 1)	238,090
11541.077441.560670	00247603	Roads (1st AVENUE)	15,171
11541.077441.560670	00247622	Roads (SHAMROCK LANE)	31,207
11541.077441.560670	00247704	Roads (MICHIGAN/NEW YORK TO N OREGON)	46,103
11541.077441.560680	00247601	Construction & Design (SUPPLIMENTAL ROADS - GROUP 1)	88,766
11541.077541.560610	00226301	Land (RED BUG LAKE RD @ SR 436 INTER)	28,074
11541.077541.560650	00192523	Construction in Progress (PALM SPRINGS DR)	3,658
11541.077541.560650	00192530	Construction in Progress (LONGWOOD LK MARY)	1,300
11541.077541.560650	00192548	Construction in Progress (Avenue E)	161,843
11541.077541.560650	00192549	Construction in Progress (Pearl Lake Causeway)	27,104
11541.077541.560650	00192571	Construction in Progress (NEIL ROAD SIDEWALK)	71
11541.077541.560650	00196901	Construction in Progress (PED. OVERPASS AT RED BUG ELEME)	33,883
11541.077541.560650	00206201	Construction in Progress (DYSON DRIVE SCHOOL SAFETY SIDE)	523,402

Uses:

Account Number	Project #	Account Title	Amount
11541.077541.560650	00229202	Construction in Progress (US 17/92@Gen Hutchinson Ped Ov)	2,166,798
11541.077541.560650	00229205	Construction in Progress (Lk Mary/Intl Dr Ped Overpass)	7,288
11541.077541.560670	00191622	Roads (ENG-BEARDALL AVE)	646,245
11541.077541.560670	00191623	Roads (RED BUG LAKE AT TUSKAWILLA)	108,091
11541.077541.560670	00191644	Roads (Lake Mary Blvd left turns(MP))	22,028
11541.077541.560670	00191648	Roads (SR436@Howell Br(Minor Projects))	55,622
11541.077541.560670	00192003	Roads (EAST LAKE BRANTLEY BOULEVARD)	26,907
11541.077541.560670	00192007	Roads (ENG-WEKIVA SPRINGS RD)	5,396,466
11541.077541.560670	00192008	Roads (ENG-WEKIVA SPRINGS RD)	579
11541.077541.560670	00192014	Roads (BEAR LAKE ROAD (COUNTY LINE TO))	393,080
11541.077541.560670	00226501	Roads (US 17-92 TO FERNWOOD)	10,663,300
11541.077541.560670	00226502	Roads (17/92 ORNGE CNTY TO LK OF WOOD)	1,027,642
11541.077541.560680	00191622	Construction & Design (ENG-BEARDALL AVE)	3,126
11541.077541.560680	00191636	Construction & Design (ENG-CR431 (ORANGE BLVD))	25,233
11541.077541.560680	00191644	Construction & Design (Lake Mary Blvd left turns(MP))	4,793
11541.077541.560680	00191651	Construction & Design (UPSALA ROAD - 90 DEGREE CURVE)	24,449
11541.077541.560680	00191654	Construction & Design (JACOBS TRAIL)	55,492
11541.077541.560680	00192007	Construction & Design (ENG-WEKIVA SPRINGS RD)	1,521
11541.077541.560680	00192015	Construction & Design (W MARKHAM WDS (WILLSMN-LM))	325,948
11541.077541.560680	00192016	Construction & Design (MARKHAM WDS RD LM BLVD-MARKHAR)	1,811
11541.077541.560680	00192564	Construction & Design (NORTH LINE DRIVE SIDEWALK)	32,704
11541.077541.560680	00192574	Construction & Design (SUMMERLINE AVENUE SIDEWALK)	2,843
11541.077541.560680	00192594	Construction & Design (SNOWHILL ROAD SIDEWALK)	28,842
11541.077541.560680	00205202	Construction & Design (OVIEDO-CTY/CITY COST SHARED PR)	183,250
11541.077541.560680	00205302	Construction & Design (SR 434/MONTGOMERY TO I-4)	23,659
11541.077541.560680	00205303	Construction & Design (SR 434/I-4 TO PALM SPRINGS-RAN)	373,101
11541.077541.560680	00226201	Construction & Design (OXFORD ROAD REALIGNMENT)	11,896
11541.077541.560680	00226301	Construction & Design (RED BUG LAKE RD @ SR 436 INTER)	470,363

Uses:

Account Number	Project #	Account Title	Amount
11541.077541.560680	00229204	Construction & Design (Aloma@Red Bug Ped Overpass)	5,230
11541.077541.560680	00229205	Construction & Design (Lk Mary/Intl Dr Ped Overpass)	11,654
11541.077641.560650	00009202	Construction In Progress (STWTR LITTLE ECON BASIN DEFICI)	6,485
11541.077641.560650	00209103	Construction In Progress (LAKE HOWELL ROAD/DESIGN)	14,067
11541.077641.560650	00228301	Construction In Progress (SYLVAN LK/ YANKEE LK SUBBASIN)	20,000
11541.077641.560680	00209102	Construction & Design (ANCHOR ROAD DESIGN)	55,305
11541.077641.560680	00209105	Construction & Design (CURRYVILLE ROAD)	11,537
11541.077641.560680	00209106	Construction & Design (WEKIVA PARK DRIVE)	4,217
11541.077641.560680	00209113	Construction & Design (Red Bug Lake Dr east of SR 436)	51,860
11541.077641.560680	00242301	Construction & Design (W BEAR GULLY DRAINAGE)	82,301
11541.077741.560670	00202331	Roads (Seminola Blvd/US 17-92 to Lk/D)	8,187
11541.077741.560670	00202332	Roads (CR46A/Orange to Upsala/Domes)	17,604
11541.077741.560670	00202337	Roads (CR419/Lockwood to 2nd St/Domes)	730
11541.077741.560670	00205517	Roads (Howell Br@Dodd/Mast Arms)	41,616
11541.077741.560670	00205519	Roads (Howell Br@Dike/Mast Arms)	19,953
11541.077741.560670	00205523	Roads (CR 46A @RINEHART MAST ARMS CON)	156,553
11541.077741.560670	00205612	Roads (Red Bug/Tuskawilla to SR 434/F)	14,952
11541.077741.560670	00205724	Roads (ATMS-SR436 Message Signs)	76,300
11916.077603.560650	00258401	Construction In Progress (LOCKHART SMITH CANAL)	96,655
11916.331490.CF		Transportation Revenue Grant	10,060
12601.077521.560670	00006102	Roads (AIRPORT BLVD II & III)	2,611,044
12601.077521.560670	00006702	Roads (C.R. 427/S.R. 436-CHARLOTTE S)	78,156
12601.077521.560670	00007202	Roads (CR427 PHASE 5/6)	33,916
12601.077521.560670	00011401	Roads (C.R. 46A/COUNTRY CLUB-OLD LAK)	2,832,561
12602.077522.560610	00054101	Land (LAKE EMMA ROAD/SAND POND RD-L)	9,922
12602.077522.560680	00054101	Construction & Design (LAKE EMMA ROAD/SAND POND RD-L)	3,435
12603.077523.560610	00006202	Land (BUNNELL ROAD/EDEN PARK AVE)	1,504,036
12603.077523.560680	00006201	Construction & Design (BUNNEL RD/ MAGNOLIA ST)	24,772
12603.077523.560680	00007701	Construction & Design (EDEN PARK RD/ORANGE COUNTY LI)	2,269

Uses:

Account Number	Project #	Account Title	Amount
12603.077523.560680	00014601	Construction & Design (WYMORE ROAD/ORANGE COUNTY LIN)	9,775
12604.077524.560680	00006301	Construction & Design (CHAPMAN ROAD/S.R. 426-S.R. 43)	35,341
12605.077525.560670	00012401	Roads (LAKE DRIVE/SEMINOLA BLVD-TUSK)	1,351,344
12605.077525.560680	00012401	Construction & Design (LAKE DRIVE/SEMINOLA BLVD-TUSK)	929
12804.124000.560660	00060301	Library Books & Materials (LIBRARY COLLECTION NEW VOLUME)	36,976
12902.033808.530521	00045204	Equipment \$1000-\$4999 (COURTHOUSE A&E AND RENOVATION)	17,500
12902.033808.560650	00045204	Construction In Progress (COURTHOUSE A&E AND RENOVATION)	593
13000.077430.530310	00192701	Professional Services (NAVY CANAL REGIONAL STMWTR FAC)	15,200
13000.077430.530310	00260901	Professional Services (PHASE II LK JESUP TOTAL MDLA)	14,157
13000.077530.560650	00008302	Construction In Progress (STWTR SWEETWATER COVE TRIBUTA)	3,620
13000.077530.560680	00243001	Construction & Design (MYRTLE LAKE HILLS DRAIN IMP.)	42,712
13000.077530.560680	00246201	Construction & Design (WASHINGTON HEIGHTS EROS CON)	16,843
13000.077530.560680	00259501	Construction & Design (GRACE LAKE)	43,058
13000.077600.560610	00202402	Land (LOCKHART/SMITH CANAL CONVEYANC)	438
13000.077600.560610	00241801	Land (Demolition - IFAS)	10,750
13000.077600.560650	00192701	Construction in Progress (NAVY CANAL REGIONAL STMWTR FAC)	55,831
13000.077600.560650	00202402	Construction in Progress (LOCKHART/SMITH CANAL CONVEYANC)	11,441
13000.077600.560650	00203002	Construction in Progress (STWTR MONROE BASIN DEFICIENCY)	15,890
13000.077600.560650	00229104	Construction in Progress (ALEXANDER AVE)	145,188
13000.077600.560650	00229109	Construction in Progress (PEARL LK/PRAIRE LK OUTFALL)	83,000
13000.077600.560650	00233801	Construction in Progress (JPP/CLUB II REG STORMWATER FAC)	106,813
13000.077600.560650	00255706	Construction in Progress (CHULUOTA SWALE/SIDEWALK)	108,892
13000.077600.560650	00255734	Construction in Progress (CHULUOTA SIDEWALK CONNECTION)	201,037
13000.077600.560680	00174503	Construction & Design (STWTR -SR 434 SEDIMENTION BASI)	103,889
13000.077600.560680	00192701	Construction & Design (NAVY CANAL REGIONAL STMWTR FAC)	3,723
13000.077600.560680	00203002	Construction & Design (STWTR MONROE BASIN DEFICIENCY)	53,146
13000.077600.560680	00229108	Construction & Design (MULLET LK PARK ST. JOHN'S)	45,060
13000.077600.560680	00255706	Construction & Design (CHULUOTA SWALE/SIDEWALK)	8,056

Uses:

Account Number	Project #	Account Title	Amount
13300.011102.560670	00206503	Roads (FERN PARK STREETScape/LANDSCAP)	1,385,511
13300.011102.580821	00260801	Aid To Private Organizations (GRENWAY PLAZA REDEVELOPMENT)	136,640
30600.010581.530340	00243101	Contracted Services (LAND AT FIVE POINTS)	127,329
30600.010584.560650	00231601	Construction In Progress (SOLDIERS CREEK BASEBALL IMPROV)	25,591
30600.010584.560650	00234601	Construction In Progress (JETTA POINT PARK)	42,911
32000.010575.560650	00273501	Construction In Progress (JAIL EXPANSION 2006)	2,529,033
32100.077533.560650	00187704	Construction in Progress (SR 434 OVERPASS AT SEMINOLE WE)	33,883
32100.113020.560620	00175301	Buildings (Waterfront Improvements at Wilsons Landing)	11,034
32100.113020.560650	00175301	Construction In Progress (Waterfront Improvements at Wilsons Landing)	35,340
32200.010573.560641	00045204	Equipment \$1000-\$4999 (COURTHOUSE A&E AND RENOVATION)	17,694
32200.010573.560650	00045204	Construction In Progress (COURTHOUSE A&E AND RENOVATION)	131,293
32200.010573.560650	00045204	Construction In Progress (COURTHOUSE A&E AND RENOVATION)	9,605
40100.087805.560650	00056601	Construction In Progress (WATER PLANT REHABILITATIONS)	157,457
40100.087805.560650	00063601	Construction In Progress (CHAPMAN RD UTILITY ADJUSTMENTS)	28,239
40100.087805.560650	00064501	Construction In Progress (WATER DISTRIBUTION UPGRADES)	45,710
40100.087805.560650	00064702	Construction In Progress (LOCKWOOD RD WATER MAIN)	4,325
40100.087805.560650	00065001	Construction In Progress (LYNWORD STMWTR)	10,279
40100.087805.560650	00065101	Construction In Progress (LAKE EMMA RD UTILITY ADJUST)	32,047
40100.087805.560650	00065201	Construction In Progress (MINOR ROADS UTILITY UPGRADES)	25,257
40100.087805.560650	00067201	Construction In Progress (CR 15 UTILITY ADJUSTMENTS)	28,144
40100.087805.560650	00082904	Construction In Progress (PUMP STATION UPGRADES)	92,152
40100.087805.560650	00115701	Construction In Progress (CHEMICAL FEED SYSTEM UPGRADE)	5,850
40100.087805.560650	00137001	Construction In Progress (WS CHAIN LINK FENCE AT YANKEE)	7,252
40100.087805.560650	00178101	Construction in Progress (BUNNEL RD UTILITY ADJUSTMENT)	66,113
40100.087805.560650	00182901	Construction in Progress (GREENWOOD LK BOOSTER STATION)	88,101
40100.087805.560650	00194101	Construction in Progress (AUTOMATED VALVE INSTALLATIONS)	4,972
40100.087805.560650	00195701	Construction in Progress (WATER QUALITY PLANT UPGRADES)	70,507

Uses:

Account Number	Project #	Account Title	Amount
40100.087805.560650	00199901	Construction in Progress (GREENWOOD LK SLUDGE SYSTEM)	410,940
40100.087805.560650	00200401	Construction in Progress (MARKHAM AQUIFER STORAGE WELL)	190,381
40100.087805.560650	00201101	Construction in Progress (CONSUMPTIVE USE PERMIT)	85,435
40100.087805.560650	00201501	Construction in Progress (POTABLE WELL IMPROVEMENTS)	258,345
40100.087805.560650	00203101	Construction in Progress (SECURITY IMPROVEMENTS)	39,204
40100.087805.560650	00216401	Construction in Progress (IRON BRIDGE AGREEMENT)	71,958
40100.087805.560650	00254101	Construction In Progress (RING PLANT HOLDING TANK UPGRAD)	16,732
40100.087805.560650	00254201	Construction In Progress (I-R/B1 RAMP US17-92 UTILITY FN)	7,341
40100.087805.560650	00255001	Construction In Progress (GREENWOOD LAKES WWTP MONITOR)	8,100
40100.087805.560650	00255201	Construction In Progress (WASTEWATER/RECLAIM MASTER PLAN)	47,097
40102.087879.560650	00021701	Construction In Progress (OVERSIZING/EXTENSIONS-WATER)	74,390
40102.087879.560650	00064605	Construction In Progress (EDEN PARK ROAD WATER MAIN)	6,759
40102.087879.560650	00064606	Construction In Progress (EAST LAKE DRIVE WATER MAIN)	54,036
40102.087879.560650	00181601	Construction In Progress (YANKEE LK SURFACE WATER PLANT)	623,091
40102.087879.560650	00193101	Construction In Progress (MARKHAM WOODS ROAD WATER MAIN)	135,004
40102.087879.560650	00193201	Construction In Progress (FIRE FLOW IMPROVEMENTS)	301,660
40102.087879.560650	00207801	Construction In Progress (ORANGE BLVD UTILITY ADJUSTMENT)	12,362
40102.087879.560650	00216601	Construction In Progress (MARKHAM PLANT WELLS 4 & 5)	7,056
40102.087879.560650	00216701	Construction In Progress (MARKHAM PLANT H2S TREATMENT)	51,497
40102.087879.560650	00249801	Construction In Progress (CRA FERN PARK UTILITIES)	237,633
40103.087880.560650	00021701	Construction In Progress (OVERSIZING/EXTENSIONS-WATER)	100,834
40103.087880.560650	00164501	Construction In Progress (EASTERN REGIONAL RECLAIMED)	25,516
40103.087880.560650	00164601	Construction In Progress (OVIEDO / COUNTY RECLAIMED)	4,693
40103.087880.560650	00178201	Construction In Progress (MARKHAM WOODS ROAD UTILITIES)	94,936
40103.087880.560650	00181201	Construction In Progress (YANKEE LK RD RECLAIM MAIN)	73,355
40103.087880.560650	00182301	Construction In Progress (MARKHAM WOODS ROAD UTILITIES)	85,521
40103.087880.560650	00182801	Construction In Progress (YANKEE LK RD RECLAIM MAIN)	605,210
40103.087880.560650	00182901	Construction in Progress (GREENWOOD LK BOOSTER STATION)	20,243

Uses:

Account Number	Project #	Account Title	Amount
40103.087880.560650	00195201	Construction In Progress (YANKEE LK PLANT EXPANSION/RERA)	658
40103.087880.560650	00217201	Construction In Progress (RESIDENTIAL RECLAIM RETRO II)	73,758
40103.087880.560650	00217301	Construction In Progress (RESIDENTIAL RECLAIM RETRO PH I)	2,786,615
40103.087880.560650	00217701	Construction In Progress (ORANGE BLVD UTILITY ADJUSTMENT)	1,643
40103.087880.560650	00249801	Construction In Progress (CRA FERN PARK UTILITIES)	232,573
40105.087817.560650	00024803	Construction In Progress (SCADA SYSTEM UPGRADES)	131,043
40105.087817.560650	00056601	Construction In Progress (WATER PLANT REHABILITATIONS)	162,648
40105.087817.560650	00064501	Construction In Progress (WATER DISTRIBUTION UPGRADES)	356,100
40105.087817.560650	00065101	Construction In Progress (LAKE EMMA RD UTILITY ADJUST)	206,091
40105.087817.560650	00065201	Construction In Progress (MINOR ROADS UTILITY UPGRADES)	250,066
40105.087817.560650	00067201	Construction In Progress (CR 15 UTILITY ADJUSTMENTS)	172,718
40105.087817.560650	00082904	Construction In Progress (PUMP STATION UPGRADES)	527,793
40105.087817.560650	00083101	Construction In Progress (COLLECTION SYSTEM UPGRADES)	137,796
40105.087817.560650	00115701	Construction In Progress (CHEMICAL FEED SYSTEM UPGRADE)	153,196
40105.087817.560650	00164301	Construction In Progress (YANKEE LK ALTERNATIVE WATER)	353,752
40105.087817.560650	00168801	Construction In Progress (SE/LK HAYES WATER MAIN PH II)	407,140
40105.087817.560650	00178301	Construction In Progress (COUNTRY CLUB WELL #3)	173,313
40105.087817.560650	00181201	Construction In Progress (YANKEE LK RD RECLAIM MAIN)	1,854,203
40105.087817.560650	00181601	Construction In Progress (YANKEE LK SURFACE WATER PLANT)	2,890,928
40105.087817.560650	00182301	Construction In Progress (MARKHAM WOODS ROAD UTILITIES)	395,117
40105.087817.560650	00193101	Construction In Progress (MARKHAM WOODS ROAD WATER MAIN)	618,914
40105.087817.560650	00193301	Construction In Progress (LK MONROE GROUND STORAGE TANK)	208,363
40105.087817.560650	00193601	Construction In Progress (BEAR LK RD WATER INTERCONNECT)	47,222
40105.087817.560650	00194301	Construction In Progress (UTILITY INFORMAITON SYSTEMS)	85,801
40105.087817.560650	00194901	Construction In Progress (SAND LAKE RD FORCE MAIN ADJUST)	7,453
40105.087817.560650	00195201	Construction In Progress (YANKEE LK PLANT EXPANSION/RERA)	13,361,250
40105.087817.560650	00195501	Construction In Progress (WATER QUALITY IMPROVEMENTS)	50,106
40105.087817.560650	00195701	Construction in Progress (WATER QUALITY PLANT UPGRADES)	876,472

Uses:

Account Number	Project #	Account Title	Amount
40105.087817.560650	00201201	Construction in Progress (EMERGENCY POWER SYSTEMS)	473,935
40105.087817.560650	00201501	Construction in Progress (POTABLE WELL IMPROVEMENTS)	32,254
40105.087817.560650	00203101	Construction in Progress (SECURITY IMPROVEMENTS)	58,199
40105.087817.560650	00203201	Construction in Progress (FWS WATER DISTRB UPGRADES)	310,508
40105.087817.560650	00203301	Construction in Progress (FWS WATER DISTRB UPGRADES)	368,840
40105.087817.560650	00203601	Construction in Progress (YANKEE LAKE ROAD WATER MAIN)	565,249
40105.087817.560650	00203801	Construction in Progress (FERN PARK WATER SYST UPGRADE)	80,602
40105.087817.560650	00203901	Construction in Progress (APPLE VALLEY PUMP STATION REPL)	88,635
40105.087817.560650	00204001	Construction in Progress (TRI-PARTY OPTIMIZATION PROGRAM)	60,943
40105.087817.560650	00207801	Construction In Progress (ORANGE BLVD UTILITY ADJUSTMENT)	166,533
40105.087817.560650	00214701	Construction in Progress (RISING SUN BLVD WATER MAIN)	24,345
40105.087817.560650	00216501	Construction in Progress (ELDER RD/ORANGE BLVD WATER MAIN)	424,902
40105.087817.560650	00216601	Construction In Progress (MARKHAM PLANT WELLS 4 & 5)	283,601
40105.087817.560650	00216701	Construction In Progress (MARKHAM PLANT H2S TREATMENT)	497,257
40105.087817.560650	00216901	Construction in Progress (LONGPOND ROAD WATER MAIN)	220,706
40105.087817.560650	00217101	Construction in Progress (HEATHROW BLVD RECLAIMED MAIN)	766,459
40105.087817.560650	00217201	Construction In Progress (RESIDENTIAL RECLAIM RETRO II)	1,069,316
40105.087817.560650	00217301	Construction In Progress (RESIDENTIAL RECLAIM RETRO PH I)	501,344
40105.087817.560650	00217401	Construction in Progress (LONGWOOD/MARKHAM RD UTILITIES)	742,087
40105.087817.560650	00217601	Construction in Progress (NW RECLAIM AUGMENTATION WELLS)	109,064
40105.087817.560650	00217701	Construction In Progress (ORANGE BLVD UTILITY ADJUSTMENT)	160,101
40105.087817.560650	00217801	Construction in Progress (MARKHAM RECLAIM STORAGE/REPUMP)	617,926
40105.087817.560650	00218001	Construction in Progress (SYLVAN LAKE ROAD FORCE MAIN)	164,015
40105.087817.560650	00218301	Construction in Progress (NW COLLECTION SYSTEM UPGRADES)	110,053
40105.087817.560650	00223001	Construction in Progress (RESIDENTIAL RECLAIM RETR PHIII)	113,695
40105.087817.560650	00223101	Construction in Progress (RESIDENTIAL RECLAIM RETRO IV)	751,768
40105.087817.560650	00223201	Construction in Progress (RESIDENTIAL RECLAIM RETRO V)	195,779
40105.087817.560650	00227401	Construction in Progress (GREENWOOD RECLAIM PLANT RERATE)	570,180

Uses:

Account Number	Project #	Account Title	Amount
40105.087817.560650	00247901	Construction In Progress (ORANGE BLVD UTILITY ADJUSTMENT)	123,525
40105.087817.560650	00253701	Construction In Progress (PUMP STATION ODOR CONTROL)	12,952
40201.087900.560650	00081201	Construction In Progress (CITIZEN'S SERVICE AREA LANDFIL)	21,490
40201.087900.560650	00137801	Construction In Progress (CITIZEN'S SERVICE AREA AT TRAN)	2,775
40201.087900.560650	00160801	Construction In Progress (LANDFILL ROADWAYS REPAIRS AND)	13,441
40201.087900.560650	00201901	Construction in Progress (SW/TIPPING MAJOR FLOOR RESURFA)	12,057
40201.087900.560650	00216001	Construction in Progress (OSCEOLA LANDFILL NPDES PERMIT)	3,220
40201.087900.560650	00244501	Construction In Progress (LANDFILL SCALEHOUSE)	56,494
40201.087900.560650	00244601	Construction In Progress (LANDFILL GAS SYS EXP)	29,995
40201.087900.560650	00244701	Construction In Progress (CEN TRANSFER STA SCALE AUTO)	117,981
40201.087900.560650	00244801	Construction In Progress (LANDFILL TITLE V AIR PERMIT RE)	13,230
40201.087900.560650	00244901	Construction In Progress (LANDFILL HAZARDOUS WASTE POLE)	18,445
40201.087900.560650	00245101	Construction In Progress (LANDFILL SOLID WASTE OPER PERM)	18,203
40201.087900.560650	00255401	Construction In Progress (SANLANDO POND LINER)	194,661
50100.010504.530450	00274801	Insurance (ANIMAL SERVICES FIRE)	939
Total Uses			\$ 88,341,694



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Project	Description	Current Budget	BAR 08-25	Adjusted Budget
00005801	UPSALA RD (C-15) - 46 TO 17-92	\$ 14,862,953	\$ 83,658	\$ 14,946,611
00006102	AIRPORT BLVD II & III	633,227	4,425,499	5,058,726
00006103	AIRPORT BLVD II & III UTILITY	-	55,921	55,921
00006201	BUNNEL RD/ MAGNOLIA ST	-	30,211	30,211
00006202	BUNNELL ROAD/EDEN PARK AVE	17,132,000	2,746,181	19,878,181
00006301	CHAPMAN ROAD/S.R. 426-S.R. 43	6,165,560	86,198	6,251,758
00006702	C.R. 427/S.R. 436-CHARLOTTE S	-	169,905	169,905
00007202	CR427 PHASE 5/6	-	50,931	50,931
00007701	EDEN PARK RD/ORANGE COUNTY LI	-	28,349	28,349
00008302	STWTR SWEETWATER COVE TRIBUTA	1,533,444	3,620	1,537,064
00009202	STWTR LITTLE ECON BASIN DEFICI	246,897	6,485	253,382
00010401	E LAKE MARY(SILVER LK)/SANF.	-	11,862	11,862
00010701	SILVER LAKE DR/AIRPORT ENTR.	2,013,227	660,079	2,673,306
00010702	JPP/ELMB-SANFORD UTIL CONSTRUC	-	27,887	27,887
00011401	C.R. 46A/COUNTRY CLUB-OLD LAK	613,873	3,585,520	4,199,393
00012401	LAKE DRIVE/SEMINOLA BLVD-TUSK	497,673	1,581,247	2,078,920
00012402	LAKE DRIVE(CASSELBERRY)	-	142,159	142,159
00012403	LAKE DRIVE SNOCWTA	14,448	44,351	58,799
00014601	WYMORE ROAD/ORANGE COUNTY LIN	53,191	15,831	69,022
00021701	OVERSIZING/EXTENSIONS-WATER	240,820	175,224	416,044
00024803	SCADA SYSTEM UPGRADES	329,972	131,043	461,015
00045204	COURTHOUSE A&E AND RENOVATION	3,664,005	176,685	3,840,690
00054101	LAKE EMMA ROAD/SAND POND RD-L	3,775,327	60,723	3,836,050
00056601	WATER PLANT REHABILITATIONS	787,029	320,105	1,107,134
00060301	LIBRARY COLLECTION NEW VOLUME	200,000	36,976	236,976
00063601	CHAPMAN RD UTILITY ADJUSTMENTS	18,387	28,239	46,626
00064501	WATER DISTRIBUTION UPGRADES	1,109,313	401,810	1,511,123
00064605	EDEN PARK ROAD WATER MAIN	-	6,759	6,759
00064606	EAST LAKE DRIVE WATER MAIN	91,612	54,036	145,648
00064702	LOCKWOOD RD WATER MAIN	188,367	4,325	192,692
00065001	LYNWORD STMWTR	-	10,279	10,279
00065101	LAKE EMMA RD UTILITY ADJUST	2,026,906	238,138	2,265,044
00065201	MINOR ROADS UTILITY UPGRADES	763,038	275,323	1,038,361
00067201	CR 15 UTILITY ADJUSTMENTS	1,073,531	200,862	1,274,393
00081201	CITIZEN'S SERVICE AREA LANDFIL	-	21,490	21,490
00082904	PUMP STATION UPGRADES	3,343,432	619,945	3,963,377
00083101	COLLECTION SYSTEM UPGRADES	724,323	137,796	862,119
00110108	TREE REPLACEMENT	259,681	382	260,063
00110205	COMPREHENSIVE PLAN	126,078	94,726	220,804
00110206	LAND DEVELOPMENT CODE	249,684	71,915	321,599
00110209	EVALUATION & APPRAISAL REPORT	41,838	22,073	63,911
00115701	CHEMICAL FEED SYSTEM UPGRADE	647,265	159,046	806,311
00137001	WS CHAIN LINK FENCE AT YANKEE	-	7,252	7,252
00137101	ASPHALT SURFACE MAINTENANCE PR	4,050,000	316,106	4,366,106
00137801	CITIZEN'S SERVICE AREA AT TRAN	2,619,541	2,775	2,622,316
00160801	LANDFILL ROADWAYS REPAIRS AND	235,990	13,441	249,431
00164301	YANKEE LK ALTERNATIVE WATER	1,980,660	353,752	2,334,412
00164501	EASTERN REGIONAL RECLAIMED	1,256,535	25,516	1,282,051
00164601	OVIEDO / COUNTY RECLAIMED	210,255	4,693	214,948
00168801	SE/LK HAYES WATER MAIN PH II	3,340,372	407,140	3,747,512
00174503	STWTR -SR 434 SEDIMENTATION BASI	1,087,561	103,889	1,191,450
00175301	Waterfront Improvements at Wilsons Landing	-	46,374	46,374
00175501	SIX LANING 434 B/N MAITLAND BL	999	63,498	64,497
00178101	BUNNEL RD UTILITY ADJUSTMENT	300,050	66,113	366,163
00178201	MARKHAM WOODS ROAD UTILITIES	-	94,936	94,936
00178301	COUNTRY CLUB WELL #3	598,988	173,313	772,301
00179301	NEW FIRE STATION 13	70,335	1,251,660	1,321,995
00181201	YANKEE LK RD RECLAIM MAIN	1,242,010	1,927,558	3,169,568
00181601	YANKEE LK SURFACE WATER PLANT	42,020,895	3,514,019	45,534,914
00182301	MARKHAM WOODS ROAD UTILITIES	3,786,013	480,638	4,266,651
00182801	YANKEE LK RD RECLAIM MAIN	-	605,210	605,210
00182901	GREENWOOD LK BOOSTER STATION	148,890	108,344	257,234

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Project	Description	Current Budget	BAR 08-25	Adjusted Budget
00187704	SR 434 OVERPASS AT SEMINOLE WE	5,341,117	33,883	5,375,000
00189301	Renovations to Fire Stations	1,287,706	65,306	1,353,012
00191622	ENG-BEARDALL AVE	501,610	649,371	1,150,981
00191623	RED BUG LAKE AT TUSKAWILLA	10,264	108,091	118,355
00191636	ENG-CR431 (ORANGE BLVD)	4,877,423	25,233	4,902,656
00191644	Lake Mary Blvd left turns(MP)	-	26,821	26,821
00191648	SR436@Howell Br(Minor Projects)	133,710	55,622	189,332
00191651	UPSALA ROAD - 90 DEGREE CURVE	605,637	24,449	630,086
00191654	JACOBS TRAIL	400,000	55,492	455,492
00192003	EAST LAKE BRANTLEY BOULEVARD	-	26,907	26,907
00192007	ENG-WEKIVA SPRINGS RD	684,355	5,397,987	6,082,342
00192008	ENG-WEKIVA SPRINGS RD	2,183,439	579	2,184,018
00192014	BEAR LAKE ROAD (COUNTY LINE TO	2,328,654	393,080	2,721,734
00192015	W MARKHAM WDS (WILLSMN-LM)	135,336	325,948	461,284
00192016	MARKHAM WDS RD LM BLVD-MARKHAR	47,500	1,811	49,311
00192523	PALM SPRINGS DR	-	3,658	3,658
00192530	LONGWOOD LK MARY	-	1,300	1,300
00192548	Avenue E	-	161,843	161,843
00192549	Pearl Lake Causeway	13,727	27,104	40,831
00192564	NORTH LINE DRIVE SIDEWALK	400,000	32,704	432,704
00192571	NEIL ROAD SIDEWALK	-	71	71
00192573	CR 427 SIDEWALK (LW TO LM)	630,000	(203,610)	426,390
00192574	SUMMERLINE AVENUE SIDEWALK	564,145	2,843	566,988
00192594	SNOWHILL ROAD SIDEWALK	174,186	28,842	203,028
00192701	NAVY CANAL REGIONAL STMWTR FAC	50,000	74,754	124,754
00193101	MARKHAM WOODS ROAD WATER MAIN	188,515	753,918	942,433
00193201	FIRE FLOW IMPROVEMENTS	-	301,660	301,660
00193301	LK MONROE GROUND STORAGE TANK	1,178,012	208,363	1,386,375
00193601	BEAR LK RD WATER INTERCONNECT	330,405	47,222	377,627
00194101	AUTOMATED VALVE INSTALLATIONS	88,575	4,972	93,547
00194301	UTILITY INFORMAITON SYSTEMS	-	85,801	85,801
00194901	SAND LAKE RD FORCE MAIN ADJUST	115,186	7,453	122,639
00195201	YANKEE LK PLANT EXPANSION/RERA	15,098,064	13,361,908	28,459,972
00195501	WATER QUALITY IMPROVEMENTS	62,187	50,106	112,293
00195701	WATER QUALITY PLANT UPGRADES	1,122,708	946,979	2,069,687
00196901	PED. OVERPASS AT RED BUG ELEME	3,966,117	33,883	4,000,000
00199901	GREENWOOD LK SLUDGE SYSTEM	256,531	410,940	667,471
00200401	MARKHAM AQUIFER STORAGE WELL	121,075	190,381	311,456
00201101	CONSUMPTIVE USE PERMIT	176,872	85,435	262,307
00201201	EMERGENCY POWER SYSTEMS	414,352	473,935	888,287
00201501	POTABLE WELL IMPROVEMENTS	255,638	290,599	546,237
00201901	SW/TIPPING MAJOR FLOOR RESURFA	350,000	12,057	362,057
00202331	Seminola Blvd/US 17-92 to Lk/D	-	8,187	8,187
00202332	CR46A/Orange to Upsala/Domes	-	17,604	17,604
00202333	Maitland Av/SR436 to Co Line/D	9,700	(4,809)	4,891
00202334	Howell Br/SR426 to Co Line/Dom	11,120	(8,604)	2,516
00202337	CR419/Lockwood to 2nd St/Domes	3,862	730	4,592
00202402	LOCKHART/SMITH CANAL CONVEYANC	132,233	11,879	144,112
00203002	STWTR MONROE BASIN DEFICIENCY	363,091	69,036	432,127
00203101	SECURITY IMPROVEMENTS	487,797	97,403	585,200
00203201	FWS WATER DISTRB UPGRADES	1,939,285	310,508	2,249,793
00203301	FWS WATER DISTRB UPGRADES	1,058,219	368,840	1,427,059
00203601	YANKEE LAKE ROAD WATER MAIN	-	565,249	565,249
00203801	FERN PARK WATER SYST UPGRADE	264,293	80,602	344,895
00203901	APPLE VALLEY PUMP STATION REPL	164,909	88,635	253,544
00204001	TRI-PARTY OPTIMIZATION PROGRAM	1,011,907	60,943	1,072,850
00205202	OVIEDO-CTY/CITY COST SHARED PR	5,811,518	183,250	5,994,768
00205302	SR 434/MONTGOMERY TO I-4	140,854	23,659	164,513
00205303	SR 434/I-4 TO PALM SPRINGS-RAN	8,679,354	373,101	9,052,455
00205517	Howell Br@Dodd/Mast Arms	-	41,616	41,616
00205519	Howell Br@Dike/Mast Arms	-	19,953	19,953
00205523	CR 46A @RINEHART MAST ARMS CON	-	156,553	156,553



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00205612	Red Bug/Tuskawilla to SR 434/F	-	14,952	14,952
00205724	ATMS-SR436 Message Signs	-	76,300	76,300
00206201	DYSON DRIVE SCHOOL SAFETY SIDE	385,001	523,402	908,403
00206503	FERN PARK STREETScape/LANDSCAP	-	1,385,511	1,385,511
00207801	ORANGE BLVD UTILITY ADJUSTMENT	3,417,377	178,895	3,596,272
00209102	ANCHOR ROAD DESIGN	2,140,029	53,962	2,193,991
00209103	LAKE HOWELL ROAD/DESIGN	85,365	14,067	99,432
00209105	CURRYVILLE ROAD	550,000	11,537	561,537
00209106	WEKIVA PARK DRIVE	400,000	3,217	403,217
00209113	Red Bug Lake Dr east of SR 436	1,275,242	51,860	1,327,102
00214701	RISING SUN BLVD WATER MAIN	116,225	24,345	140,570
00216001	OSCEOLA LANDFILL NPDES PERMIT	-	3,220	3,220
00216401	IRON BRIDGE AGREEMENT	558,227	71,958	630,185
00216501	ELDER RD/ORANGE BLVD WATER MAIN	2,699,810	424,902	3,124,712
00216601	MARKHAM PLANT WELLS 4 & 5	1,713,150	290,657	2,003,807
00216701	MARKHAM PLANT H2S TREATMENT	2,864,295	548,754	3,413,049
00216901	LONGPOND ROAD WATER MAIN	750,448	220,706	971,154
00217101	HEATHROW BLVD RECLAIMED MAIN	2,829,571	766,459	3,596,030
00217201	RESIDENTIAL RECLAIM RETRO II	6,417,763	1,143,074	7,560,837
00217301	RESIDENTIAL RECLAIM RETRO PH I	942,048	3,287,959	4,230,007
00217401	LONGWOOD/MARKHAM RD UTILITIES	6,876,600	742,087	7,618,687
00217601	NW RECLAIM AUGMENTATION WELLS	472,562	109,064	581,626
00217701	ORANGE BLVD UTILITY ADJUSTMENT	2,856,127	161,744	3,017,871
00217801	MARKHAM RECLAIM STORAGE/REPUMP	2,361,956	617,926	2,979,882
00218001	SYLVAN LAKE ROAD FORCE MAIN	196,746	164,015	360,761
00218301	NW COLLECTION SYSTEM UPGRADES	48,915	110,053	158,968
00219501	COPS GRANT INTERLOCAL AGREEMEN	3,350	(3,350)	-
00223001	RESIDENTIAL RECLAIM RETR PHIII	353,317	113,695	467,012
00223101	RESIDENTIAL RECLAIM RETRO IV	382,348	751,768	1,134,116
00223201	RESIDENTIAL RECLAIM RETRO V	-	195,779	195,779
00225301	Renovations For Fire Station	8,895	26,455	35,350
00226101	Fire Training Facility	2,277,930	(8,125)	2,269,805
00226201	OXFORD ROAD REALIGNMENT	-	11,896	11,896
00226301	RED BUG LAKE RD @ SR 436 INTER	14,089,502	498,437	14,587,939
00226501	US 17-92 TO FERNWOOD	1,038,481	10,663,300	11,701,781
00226502	17/92 ORNGE CNTY TO LK OF WOOD	77,200	1,027,642	1,104,842
00227016	RED BUG LAKE RD FM TUSCAWILLA	-	362,164	362,164
00227017	SW ROAD FM COUNTRY CLUB TO ROO	95,700	156,000	251,700
00227026	Beardall/SR46 to Marquette	214,200	82,712	296,912
00227028	Dike/528' to Tuskawilla	-	242,645	242,645
00227401	GREENWOOD RECLAIM PLANT RERATE	3,178,713	570,180	3,748,893
00228301	SYLVAN LK/ YANKEE LK SUBBASIN	2,130,000	20,000	2,150,000
00228701	Big Tree Park Improvements	-	16,268	16,268
00229104	ALEXANDER AVE	4,812	145,188	150,000
00229108	MULLET LK PARK ST. JOHN'S	-	45,060	45,060
00229109	PEARL LK/PRAIRE LK OUTFALL	173,000	83,000	256,000
00229201	LIGHTING I-4 PEDESTRIAN BRIDGE	230,936	18,210	249,146
00229202	US 17/92@Gen Hutchinson Ped Ov	629,454	2,166,798	2,796,252
00229204	Aloma@Red Bug Ped Overpass	4,074,709	5,230	4,079,939
00229205	Lk Mary/Intl Dr Ped Overpass	5,162,500	18,942	5,181,442
00231101	CLASS ESCOM SYSTEM MODULE	-	33,806	33,806
00231601	SOLDIERS CREEK BASEBALL IMPROV	56,903	25,591	82,494
00231701	INCREASED LANDSCAPING ON PAVED	-	10,000	10,000
00232001	LAKE JESUP BOARDWALK REPAIR	-	41,176	41,176
00233801	JPP/CLUB II REG STORMWATER FAC	286,332	106,813	393,145
00233901	ECON RESTORATION AREA	-	39,892	39,892
00234502	MARKHAM WDS RD & DRAINAGE IMPR	75,000	275,075	350,075
00234601	JETTA POINT PARK	9,780,330	42,911	9,823,241
00234802	RENOVATION HEALTH DEPT-AIRPORT	408,800	14,755	423,555
00235001	PSB Fire Alarm System Upgrade	263,170	7,072	270,242
00235701	Juvenile Justice Center - HVAC	3,368	48,847	52,215
00236601	Cty Services Bldg-Roof Repl.	998,505	20,500	1,019,005



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Project	Description	Current Budget	BAR 08-25	Adjusted Budget
00239901	Burn Bldg/Road & Parking	-	5,357	5,357
00240801	Cty Services Bldg /HVAC Repl	19,906	(9,297)	10,609
00241801	Demolition - IFAS	235,090	10,750	245,840
00242301	W BEAR GULLY DRAINAGE	300,000	82,301	382,301
00243001	MYRTLE LAKE HILLS DRAIN IMP.	213,124	42,712	255,836
00243101	LAND AT FIVE POINTS	10,264,814	175,490	10,440,304
00244501	LANDFILL SCALEHOUSE	774,649	56,494	831,143
00244601	LANDFILL GAS SYS EXP	551,384	29,995	581,379
00244701	CEN TRANSFER STA SCALE AUTO	41,644	117,981	159,625
00244801	LANDFILL TITLE V AIR PERMIT RE	20,600	13,230	33,830
00244901	LANDFILL HAZARDOUS WASTE POLE	153,134	18,445	171,579
00245101	LANDFILL SOLID WASTE OPER PERM	37,118	18,203	55,321
00245601	CENTRAL LIBRARY HVAC	11,699	118,087	129,786
00246201	WASHINGTON HEIGHTS EROS CON	40,000	16,843	56,843
00247601	SUPPLIMENTAL ROADS - GROUP 1	198,310	326,856	525,166
00247603	1st AVENUE	-	15,171	15,171
00247617	ESTHER LANE	45,000	(4,516)	40,484
00247619	EAST LAKEVIEW CIRCLE	35,000	(13,178)	21,822
00247620	PALM CIRCLE	30,000	(5,267)	24,733
00247622	SHAMROCK LANE	-	31,207	31,207
00247704	MICHIGAN/NEW YORK TO N OREGON	-	46,103	46,103
00247901	ORANGE BLVD UTILITY ADJUSTMENT	2,203,631	123,525	2,327,156
00249201	COMMUNICATION TOWER REPLACE	557,058	3,328	560,386
00249801	CRA FERN PARK UTILITIES	136,687	470,206	606,893
00252101	TRAILS SIGNAGE IMPROVE	125,414	30,840	156,254
00253701	PUMP STATION ODOR CONTROL	125,196	12,952	138,148
00254101	RING PLANT HOLDING TANK UPGRAD	-	16,732	16,732
00254201	I-R/B1 RAMP US17-92 UTILITY FN	290,198	7,341	297,539
00254401	PUBLIC SAFETY A/C UNIT	224,882	1,200	226,082
00254801	ADDITIONAL KENNEL RUNS	232,710	8,876	241,586
00255001	GREENWOOD LAKES WWTP MONITOR	-	8,100	8,100
00255201	WASTEWATER/RECLAIM MASTER PLAN	152,909	47,097	200,006
00255401	SANLANDO POND LINER	-	194,661	194,661
00255706	CHULUOTA SWALE/SIDEWALK	-	116,948	116,948
00255734	CHULUOTA SIDEWALK CONNECTION	-	201,037	201,037
00256001	FIRE STATION 27 EXPANSION	439,186	97,558	536,744
00258401	LOCKHART SMITH CANAL	358,144	96,655	454,799
00259501	GRACE LAKE	523,137	43,058	566,195
00260801	GRENWYWAY PLAZA REDEVELOPMENT	-	136,640	136,640
00260901	PHASE II LK JESUP TOTAL MDLA	-	14,157	14,157
00261701	CHARTER OAKS DRAINAGE PIPE	-	10,662	10,662
00273501	JAIL EXPANSION 2006	31,944,784	2,529,033	34,473,817
00274129	HVAC STUDY	4,848	113,179	118,027
00274801	ANIMAL SERVICES FIRE	1,052,517	21,817	1,074,334
00275601	Fernwood Blvd Ped Crossing	210,060	(10,060)	200,000
80000007	BOATING IMPROVE SANFORD	-	53,463	53,463
	Fire Truck - Tower	548,428	10,000	558,428
		<u>\$ 328,603,556</u>	<u>\$ 87,948,987</u>	<u>\$ 416,552,543</u>

Reconciliation of adjustments to BAR:
Phase I Carryforward reductions
Intraproject adjustments

280,876
111,831

\$ 88,341,694

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR # 08-26 - \$226,721 - Business Innovation & Technology Services and Planning & Development - General Fund - Reorganization

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-26 through the General Fund in the amount of \$226,721 to recognize the budgetary impact of the Addressing reorganization.

County-wide

Lin Polk

BACKGROUND:

As part of the reorganization of the County government included in the FY 2007/08 Adopted Budget, the Addressing Program was transferred from the Planning and Development Department to the Business Innovation and Technology Services Department, as part of the Business Development Division's Business Analysis and Application Development Program.

Upon further evaluation, it has been determined that the Addressing Program is better included as a program within the Planning and Development Department. The purpose of moving the Addressing Program back to Planning and Development from the Business Innovation and Technology Services Department is to realign their resources with the proper management expertise to handle their operations.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-26 through the General Fund in the amount of \$226,721 to recognize the budgetary impact of the Addressing reorganization.

ATTACHMENTS:

1. Budget Amendment Request

<p>Additionally Reviewed By: No additional reviews</p>

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredr V Coulter	11/20/07
Analyst	Date
Budget Manager	Date
Director	Date
BAR 08-26	

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: **Business Innovation & Technology Services and Planning and Development**
 Fund(s): **General Fund**

PURPOSE: To record the budgetary impact of retroactively moving the Addressing program from the Business Innovation & Technology Services Department to the Planning and Development Department.

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
		See attached sheet	\$ 226,721
Total Sources			\$ 226,721

Uses:

Account Number	Project #	Account Title	Amount
		See attached sheet	\$ 226,721
Total Uses			\$ 226,721

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
 Brenda Carey
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

Sources:

Account Number	Project #	Account Title	Amount
00100.140110.550101.0020		Contra Account	\$ 3,715
00100.140600.530510		Office Supplies	900
00100.140600.530540		Books, Dues Publications	142
00100.140630.510120		Salaries and Wages	157,560
00100.140630.510210		Social Security Matching	12,657
00100.140630.510220		Retirement Contributions	16,295
00100.140630.510230		Health and Life Insurance	32,079
00100.140630.510240		Workers Compensation	1,665
00100.140630.530400		Travel and per Diem	900
00100.140630.530540		Books, Dues Publications	808
Total Sources			\$ 226,721

Uses:

Account Number	Project #	Account Title	Amount
00100.110405.540101.0020		Direct Charges	\$ 3,715
00100.110405.530510		Office Supplies	900
00100.110405.530540		Books, Dues Publications	950
00100.110405.510120		Salaries and Wages	157,560
00100.110405.510210		Social Security Matching	12,657
00100.110405.510220		Retirement Contributions	16,295
00100.110405.510230		Health and Life Insurance	32,079
00100.110405.510240		Workers Compensation	1,665
00100.110405.530400		Travel and per Diem	900
Total Uses			\$ 226,721

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-27 - \$75,000 - Public Safety - Fire Protection Fund - Fire Station 13 Construction

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7181

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-27 through the Fire Protection Fund in the amount of \$75,000 to provide additional funding for the design and construction of Fire Station 13.

County-wide

Lin Polk

BACKGROUND:

This project will design and construct a three (3) bay fire station in Forest City to replace an existing station, which is the oldest station and not suitable for expansion. Additional call load in the southwest portion of the County, including Altamonte Springs Uptown area as the Planning Division's service demand calculations indicated the need for an additional rescue unit in the area. Land was acquired during FY2003/04 for the replacement station.

The construction of the new Fire Station 13 will enhance the County's ability to provide an appropriate level of fire/rescue services to Forest City and the surrounding area. Benefits of the project include an improvement in efficiency and effectiveness for the Forest City area.

Further review of the construction documents resulted in various change orders required by the Building Department:

1. Sprinklers must be installed in the attic.
2. Two stud walls and wood floor joist supports must be changed and steel beams and masonry wall must be added.
3. A number of interior partitions originally noted as 2"x 4" must be changed to 2"x 6"
4. Four cast in place columns and footings must be added to support a girder beam.
5. Hurricane impact glass must be added to emergency egress windows.

These changes will cost an additional \$75,000, bringing the total project cost to \$2,384,082. Funding for these change orders are available in the Fire Protection Fund's Reserve balance. After this BAR, the remaining Reserve balance will be approximately \$12,619,633.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-27 through the Fire Protection Fund in the amount of \$75,000 to provide additional funding for the design and construction of Fire Station 13.

ATTACHMENTS:

1. Budget Amendment Resolution

Additionally Reviewed By: No additional reviews

2008-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
T. Jecks	11/20/07
Analyst	Date
Budget Manager	Date
Director	Date
08-27	
BAR	

TO: Seminole County Board of County Commissioners
 FROM: Department of Fiscal Services
 SUBJECT: **Budget Amendment Resolution**
 Department: **Public Safety**
 Fund(s): Fire Protection Fund

PURPOSE: Appropriation for the construction of Fire Station 13. Further review of the construction documents resulted in various change orders required by the Building Department. These change orders will cost an additional \$75,000. The remaining balance of the Fire Protection Fund's reserve account will be \$12,619,633.

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
11200.999912.599998		Reserves for Contingency	\$ 75,000
Total Sources			\$ 75,000

Uses:

Account Number	Project #	Account Title	Amount
11200.010577.560650	00179301	Fire Station 13 – Construction in Progress	\$ 75,000
Total Uses			\$ 75,000

BUDGET AMENDMENT RESOLUTION

This Resolution, 2008-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

 Maryanne Morse, Clerk to the
 Board of County Commissioners

By: _____
 Brenda Carey
 Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-28 - \$5,100 - Public Works - 1991 Infrastructure Sales Tax Fund & Arterial Transportation Impact Fee Fund

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-28 through the 1991 Infrastructure Sales Tax Fund and the Arterial Transportation Impact Fee Fund in the amount of \$5,100 to provide funding for the acquisition of a permanent easement in conjunction with the County Road 427 (Phase III) Road Improvement project.

County-wide

Lin Polk

BACKGROUND:

As described on a Public Works Consent Agenda Item on today's agenda, a permanent drainage easement is required for the **County Road 427, Phase III, Road Improvement** project. The project was formally completed October 2006, with a total cost of approximately \$10,781,358. As such, no funding for this project was included in the FY 2007/08 budget.

The acquisition of the permanent drainage easement requires \$5,000 additional funding for the project. The project funding was originally funded by two separate funding sources (the 1991 Infrastructure Sales Tax and the Arterial Transportation Impact Fee), with a specific percentage split between the two sources. Accordingly, the additional funding must also follow the same percentage split.

Funding for this acquisition can be found within the **Howell Branch Road Landscaping** project. This project has a project budget of \$200,000, which is slightly higher than the current cost estimate. The project is anticipated to begin January 2008, with an anticipated completion date of January 2009. This project is also funded by the same two funding sources as the County Road 427, Phase III, Road Improvement project.

There is a minor difference in the split percentages, which results in a minor mismatch between the funding provided and the funding required. The result is that this BAR will increase the Reserves for the 1991 Infrastructure Sales Tax Fund by \$100, and will correspondingly reduce the Reserves for the Arterial Transportation Impact Fee Fund by \$100.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-28 through the 1991 Infrastructure Sales Tax Fund and the Arterial Transportation Impact Fee Fund in the amount of \$5,100 to provide funding for the acquisition of a permanent easement in conjunction with the County Road 427 (Phase III) Road Improvement project.

ATTACHMENTS:

1. BAR 08-28 CR 427 Drainage Easement

Additionally Reviewed By: No additional reviews

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
Fredr V Coulter	11/20/07
Analyst	Date
Budget Manager	Date
Director	Date
BAR 08-28	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
 Department: **Public Works**
 Fund(s): **1991 Infrastructure Sales Tax and Arterial Transportation Impact Fee Funds**

PURPOSE: To fund the acquisition of a permanent drainage easement for the CR 427 Phase III Road Improvement 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
11500.077515.560670	00024202	Roads (Howell Branch Road Landscaping)	\$1,600
12601.999906.599994		Reserve for Capital Improvements	100
12601.077521.560670	00024202	Roads (Howell Branch Road Landscaping)	3,400
Total Sources			\$ 5,100

Uses:

Account Number	Project #	Account Title	Amount
11500.077515.560610	00007001	Land (CR 427 Phase III Road Improvement)	1,500
11500.999955.599994		Reserve for Capital Improvements	100
12601.077521.560610	00007001	Land (CR 427 Phase III Road Improvement)	3,500
Total Uses			\$ 5,100

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
Brenda Carey
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #08-10 - \$145,000 - 2001 Infrastructure Sales Tax Fund - Cancellation of Geneva Area Sidewalk Project / Additional Funding for CR 427 at SR 436 Intersection Improvement project / establishment of Project Contingency

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute Budget Change Request (BCR) #08-10 through the 2001 Infrastructure Sales Tax Fund in the amount of \$145,000 to recognize the cancellation of the Geneva Area Sidewalk project and reallocating the funds to other purposes.

County-wide

Lin Polk

BACKGROUND:

The **Geneva Area Sidewalks** project was included in the Adopted Budget for FY 2007/08 with an estimated cost of \$145,000, to be paid from proceeds of the 2001 Infrastructure Sales Tax Fund. Upon further review, it is impossible to proceed with the existing project. It has been determined that there is no right-of-way available on which to build the sidewalk. No funds have been expended for this project.

Canceling the project will result in \$145,000 in available funding, which can be utilized for other County purposes, consistent with the limitations placed on the 2001 Infrastructure Sales Tax Fund.

Design costs of \$75,000 for the **County Road 427 at State Road 436 Intersection Improvement** project is included in the FY 2008/09 approved budget and adopted Five Year Capital Improvement Program (CIP). An additional \$550,000 is included for construction costs in the adopted CIP. Subsequent to the development of the Biennial Budget and the CIP, the Public Works Department became aware that the Florida Department of Transportation (FDOT) is in the process of drafting a Joint Participation Agreement that will provide the County with \$325,000 in construction funding for this project in FDOT's FY 2008/09 (July 1, 2008 to June 30, 2009). Accordingly, design for the project must commence prior to that time. The attached BCR provides \$75,000 in design funding for this project in the current fiscal year. The \$75,000 in design funding currently included in the FY 2008/09 approved budget will be deleted during the FY 2008/09 budget adoption process, resulting in no change to the total estimated project cost. However, the anticipated completion date for the entire project will be accelerated to February 2009 from the earlier anticipated completion date of July 2010.

Associated with the requested additional funding for the County Road 427 at State Road 436 Intersection Improvement project is "Purchase Agreement for a Permanent Drainage Easement Needed in Conjunction with the County Road 427, Phase III, Road Improvement Project," found on this meeting's Public Works / Engineering portion of the County Manager's

Consent Agenda.

The remaining \$70,000 in available funding will be used to establish a **Project Contingency** for the 2001 Infrastructure Sales Tax Fund. In accordance with the Budget Policy implemented by the Board at their November 13, 2007, meeting, these funds may be transferred by the County Manager to an existing capital project within the 2001 Infrastructure Sales Tax Fund. These funds may not be transferred to another fund or subfund, nor may they be utilized for operating purposes.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute Budget Change Request (BCR) #08-10 through the 2001 Infrastructure Sales Tax Fund in the amount of \$145,000 to recognize the cancellation of the Geneva Area Sidewalk project and reallocating the funds to other purposes.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By: No additional reviews

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 11/14/2007

FROM: Department Public Works
 Division Engineering

BCR	<input checked="" type="checkbox"/>	08-10

WHAT IS NEEDED:

- Accounting adjustment: Item is budgeted, but funds are in incorrect account line.
- More funds for Budgeted Item: Item is budgeted, but additional funds are required.
- New item: Item is not in this fiscal year's budget.
- Operational Adjustment (Transfer or Savings to cover overage)
- Project reclass, Must be within same Project Number

Detailed Explanation:

To cancel the Geneva Area Sidewalk project, establish funding for the CR 427 at SR 436 Intersection Improvement project, and to establish funding for the 2001 Infrastructure Sales Tax Fund project contingency.

	Fund # <u>11541</u>	Fund Name <u>2001 Infrastructure Sales Tax Fund</u>	
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE
TRANSFER	<u>11541.077541.560680</u>	<u>00192588</u>	Construction and Design (Geneva Area Sidewalk)
			\$ 95,000
FROM	<u>11541.077541.560610</u>	<u>00192588</u>	Land (Geneva Area Sidewalk)
			50,000
		TOTAL	\$ 145,000
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE
TRANSFER	<u>11541.077541.560680</u>	<u>00191662</u> (new)	Construction & Design
			\$ 75,000
TO	<u>11541.077541.560650</u>	<u>99999999</u> (new)	Construction in Progress (Project Contingency)
			70,000
		TOTAL	\$ 145,000

CONCURRENCE OF OTHER INVOLVED DIVISIONS (i.e.: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Services; etc)

Approval Date _____ Department/Division _____

RECOMMENDATION: Approval Date 11/14/07 Analyst Fredrik V Coulter Budget Manager _____

APPROVING AUTHORITY: FS Director County Manager BCC Meeting Date Dec. 11,2007

Approved Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BCR #08-11 - \$65,750 - Stormwater Fund - Public Works - Mitigation Projects

DEPARTMENT: Fiscal Services

DIVISION: Budget

AUTHORIZED BY: Lisa Spriggs

CONTACT: Lin Polk

EXT: 7177

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Budget Change Request (BCR) #08-11 to the Stormwater Fund in the amount of \$65,750 to provide funding for monitoring of various stormwater mitigation projects.

County-wide

Lin Polk

BACKGROUND:

The Public Works Department has recently consolidated the responsibilities of all public works projects that require long-term mitigation monitoring and maintenance to the Water Quality Program of the Roads-Stormwater Division in the Public Works Department. During development of the FY 2007/08 budget, funds were budgeted for the known roadway mitigation projects.

A thorough review of projects was recently conducted with the St. Johns River Water Management District and it was determined that additional mitigation monitoring, maintenance, and retrofits are necessary to maintain permit compliance. The following projects need additional funding for such:

Chuluota Bypass / County Road 419 - Snow Hill Road (00006402) - \$2,000 - This project was completed in 2005 at an approximate cost of \$347,337. Additional funding of \$2,000 is needed for the required mitigation efforts, resulting in an estimated total project cost of \$349,334.

County Road 427 V & VI - US 17-92 to Lake Mary Blvd (00007202) - \$6,000 - This project is near completion, with the primary construction having been completed in May 2007. Approximately \$8,609,696 has been expended to date. Additional funding of \$6,000 is needed for the required mitigation efforts, in addition to the \$50,931 carryforward of unexpended funds from FY 2006/07, in order to complete the project at a total estimated cost of \$8,666,627.

Elder Creek Sales Tax County Road 15 Pond Improvements (00203002) - \$3,450 - This project is still in process, with an anticipated completion date of March 2008. Approximately \$5,287,418 has been expended to date. Additional funding of \$3,450 for the required mitigation efforts will increase the FY 2007/08 budget to \$435,577 after the carryforward adjustment. Estimated total project cost is \$5,722,995.

Lockhart Smith Regional Facility (00258401) - \$54,300 - This project is still in process, with

an anticipated completion date of late 2007. Approximately \$267,981 has been expended to date. Additional funding of \$54,300 for the required mitigation efforts will increase the FY 2007/08 budget to \$509,099 after the carryforward adjustment. Estimated total project cost is \$777,080.

Total funding of \$65,750 for the above listed projects is available in the **Pearl Lake / Prairie Lake Outfall** project. The remaining budget of \$190,250 will be sufficient to complete the project in FY 2007/08.

Stormwater Fund Reserves are unaffected by this Budget Change Request.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chaiman to execute the Budget Change Request (BCR) #08-11 to the Stormwater Fund in the amount of \$65,750 to provide funding for monitoring of various stormwater mitigation projects.

ATTACHMENTS:

1. Budget Change Request

Additionally Reviewed By: No additional reviews

*****SEMINOLE COUNTY BUDGET REQUEST*****

Budget Division Use only:

DATE: 11/20/2007
 FROM: Department Public Works
 Division Roads / Stormwater

BCR	<input checked="" type="checkbox"/>	08-11

WHAT IS NEEDED:

- Accounting adjustment: Item is budgeted, but funds are in incorrect account line.
- More funds for Budgeted Item: Item is budgeted, but additional funds are required.
- New item: Item is not in this fiscal year's budget.
- Operational Adjustment (Transfer or Savings to cover coverage)
- Project reclass, Must be within same Project Number

Detailed Explanation:

To provide funding for required monitoring of mitigation projects.

	Fund #	Fund Name		
	13000	Stormwater Fund		
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER	13000.077600.560650	00229109	Construction in Progress (Pearl Lake / Prairie Lake Outfall)	\$ 65,750
FROM			TOTAL	\$ 65,750
	FUND/ACCOUNT NUMBER	Project #	ACCOUNT TITLE	AMOUNT
TRANSFER	13000.077430.530310	00006402	Professional Services (Chuluota Bypass / County Road 419 - Snow Hill Road)	\$ 2,000
TO	13000.077430.530310	00007202	Professional Services (County Road 427 V & VI - US 17- 92 to Lake Mary Blvd)	6,000
	13000.077430.530310	00203002	Professional Services (Elder Creek Sales Tax County Road 15 Pond Improvements)	3,450
	13000.077430.530310	00258401	Professional Services (Lockhart Smith Regional Facility)	54,300
			TOTAL	\$ 65,750

CONCURRENCE OF OTHER INVOLVED DIVISIONS (i.e.: IT (hardware/software); Fleet/Vehicles; Purchasing/Capital; Support Services; etc)

Approval Date _____ Department/Division _____

RECOMMENDATION: Approval Date 11/20/07 Analyst Fredrik V Coulter Budget Manager _____

APPROVING AUTHORITY: FS Director County Manager BCC Meeting Date Dec. 11,2007

Approved Disapproved Date Signed _____ Signature _____

FINANCE: Transfer has been posted Date _____ Signature _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** BAR #08-32 - \$158,562 - Fiscal Services - MSBU 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) #08-32 through the Municipal Services Benefit Unit Fund in the amount of \$158,562 to carry forward remaining unexpended project funds for the Charter Oaks MSBU project from FY2006/07 into FY2007/08.

County-wide

Lin Polk

BACKGROUND:

Encumbrance carry forward for the Charter Oaks MSBU project was inadvertently left off BAR #08-25 Various Funds – Various Departments – Project Carry forward from FY2006/07 to FY2007/08. The project budget was previously approved by the Board of County Commissioners. The attached Budget Amendment Request has no effect on Reserve Balances.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-32 through the Municipal Services Benefit Unit Fund in the amount of \$158,562 to carry forward remaining unexpended project funds for the Charter Oaks MSBU project from FY2006/07 into FY2007/08.

ATTACHMENTS:

1. Budget Amendment Resolution

Additionally Reviewed By: No additional reviews

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
B Segal Analyst	12/6/07_ Date
Budget Manager	Date
Director	Date
08-32 Add On BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**
Department: Fiscal Services
Fund(s): Municipal Services Benefit Unit

PURPOSE: Additional encumbrance carry forward for Charter Oaks MSBU inadvertently left off BAR# 08-25 project carry forward from FY2006/07.

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
16000.399999		Beginning Fund Balance	158,562
Total Sources			\$ 158,562

Uses:

Account Number	Project #	Account Title	Amount
16000.075100.530340	00261701	Contracted Services	158,562
Total Uses			\$ 158,562

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
Brenda Carey,
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Approve and authorize Chairman to execute the substitute agreement between Seminole County and United Arts of Central Florida, Inc.

DEPARTMENT: Library Services

DIVISION: Administration - Library Services

AUTHORIZED BY: Jane Peterson

CONTACT: Jane Peterson

EXT: 1501

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the substitute Agreement between Seminole County and United Arts of Central Florida.

County-wide

Jane Peterson

BACKGROUND:

At their November 13, 2007 regular meeting, the Board of County Commissioners approved and authorized the Chairman to execute an agreement between Seminole County and United Arts of Central Florida, Inc. in the amount of \$212,822.50. There were two material errors in the approved November 13, 2007 agreement that have been corrected.

The first error was in Section 6 where the dollar figure was written out to read TWO HUNDRED THOUSAND, EIGHT HUNDRED TWENTY-TWO AND 50/100 DOLLARS. The written figure has been corrected to read TWO HUNDRED TWELVE THOUSAND, EIGHT HUNDRED TWENTY-TWO AND 50/100 DOLLARS.

The second error consisted of including Seminole County, United Arts and Seminole Cultural Arts Council as a third party signatory to the document. At their November 7, 2006 regular meeting the Board of County Commissioners approved the agreement as a two-party agreement between Seminole County and United Arts. Although Seminole Cultural Arts Council is a funding recipient through United Arts, it was not intended to make that entity a formal party to this instrument. Accordingly, those provisions to the contrary have been removed from the agreement approved on November 13, 2007.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the substitute Agreement between Seminole County and United Arts of Central Florida.

ATTACHMENTS:

1. United Arts Agreement

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

UNITED ARTS OF CENTRAL FLORIDA, INC. AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" and **UNITED ARTS OF CENTRAL FLORIDA, INC.**, a Florida non-for-profit corporation, whose mailing address is Post Office Box 940068, Maitland, Florida 32794-0068, hereinafter referred to as "UNITED ARTS".

W I T N E S S E T H

WHEREAS, UNITED ARTS is a Florida not-for-profit corporation which promotes the development and awareness of arts and cultural activities for all ages within the Center Florida area; and

WHEREAS, COUNTY has deemed that the development and awareness of the arts and cultural activities serves a COUNTY public purpose and will benefit the citizens of Seminole County, Florida; and

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

NOW, THEREFORE, in consideration of the mutual understandings, promises, representations, and covenants set forth herein, COUNTY and UNITED ARTS agree as follows:

SECTION 1. RECITALS. The above recitals are true, correct, and are incorporated herein as fully as if set forth below.

SECTION 2. TERM. The term of this Agreement is from October 1, 2007 through September 30, 2008, the date of signature by the parties notwithstanding.

SECTION 3. SERVICES.

(a) UNITED ARTS shall use funds from this Agreement to facilitate the development and awareness of arts and cultural activities within Seminole County, Florida. These funds shall supplement other funds previously committed by UNITED ARTS to Seminole County activities, as set forth in earlier agreements between COUNTY and UNITED ARTS. UNITED ARTS shall provide funding to Seminole County based arts and cultural organizations on the recommendations made through the Seminole County Division of Community Assistance. Services provided by this Agreement shall be limited to those activities and events benefiting Seminole County residents or occurring within Seminole County or sponsored by Seminole County based arts and cultural organizations.

(b) UNITED ARTS shall  recognize COUNTY, as COUNTY's sole election, as a member of the UNITED ARTS Board of Trustees for the duration of this Agreement. COUNTY's Board of County Commissioners shall appoint COUNTY's representative to the UNITED ARTS Board of Trustees and notify UNITED ARTS in accordance with Section 11 herein.

SECTION 4. TERMINATION. This Agreement may be terminated by any party at any time, with or without cause, upon not less than thirty (30) days written notice delivered to the other party, or at the option of COUNTY, immediately in the event that UNITED ARTS 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 a party after that party has received notice of termination. Upon said termination, that party shall

immediately refund to COUNTY, or otherwise utilize as the COUNTY directs, any unused funds provided hereunder. Any requirements set forth in Sections 5, 8, and 10 hereunder shall survive the term of this Agreement as a whole.

SECTION 5. INDEMNIFICATION.

(a) COUNTY and its commissioners, officers, employees, and agents shall not be deemed to assume any liability for the acts, omissions, or negligence of UNITED ARTS or their officers, employees, or agents. UNITED ARTS shall indemnify and hold harmless COUNTY, its commissioners, officers, employees, and agents from and against all claims, damages, costs, and expenses, including reasonable attorney fees and attorney fees on appeal, arising out of or resulting from its operations under this Agreement.

(b) UNITED ARTS shall indemnify and save harmless COUNTY and its commissioners, officers, employees, and agents from and against any and all claims, suits, actions, damages, or causes of action of any kind arising from this Agreement and resulting or accruing from any negligent act, omission, or error of UNITED ARTS, or its officers, agents, employees, or servants.

(c) The parties further agree that nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available to such parties under the laws of the State of Florida, nor as a waiver of sovereign immunity by COUNTY beyond that waiver provided for in Section 768.28, Florida Statutes.

(d) The waiver of a provision herein by either party shall not constitute the further waiver of said provisions or the waiver of any other provision.

SECTION 6. FUNDING. COUNTY hereby agrees to provide financial assistance to UNITED ARTS in the mount of FIFTY THREE THOUSAND TWO HUNDRED FIVE AND 63/100 DOLLARS (\$53,205.63) on a quarterly basis up to the maximum sum of TWO HUNDRED TWELVE THOUSAND EIGHT HUNDRED TWENTY-TWO AND 50/100 DOLLARS (\$212,822.50) annually. The parties hereby agree that the funds provided hereunder shall be granted to and used by UNITED ARTS as set forth in Exhibit A, including the expenditure of funds for necessary administrative costs; provided, however, that such administrative costs shall not exceed ten percent (10%) of the funding provided by COUNTY hereunder.

SECTION 7. PAYMENT.



(a) Payment of the amounts set forth above shall be made upon receipt by COUNTY of the following:

(1) A payment request from UNITED ARTS identifying the amount for which UNITED ARTS seeks COUNTY payment;

(2) A verification by COUNTY that UNITED ARTS has complied with the requirements as contained in this Agreement.

(b) Payment requests shall be sent to: Library Services Director, Jean Rhein Central Branch Library, 215 North Oxford Road, Casselberry, Florida 32707.

SECTION 8. REPORTING REQUIREMENTS.

(a) In the performance of this Agreement, UNITED ARTS shall maintain books, records, and accounts of all activities in compliance with standard accounting procedures.

(b) UNITED ARTS shall provide to COUNTY a quarterly report by the 30th day of the final month of each calendar quarter as set forth in the Quarterly Report Form, attached hereto and incorporated herein as Exhibit B.

SECTION 9. ACCESS TO RECORDS. UNITED ARTS shall allow COUNTY, its duly authorized agents, and the public access to such of UNITED ARTS's records as are pertinent to all services provided hereunder at reasonable times and under reasonable conditions for inspection and examination in accordance with Chapter 119, Florida Statutes.

SECTION 10. AUDIT. UNITED ARTS shall submit to COUNTY an annual audit report for the term of the Agreement. UNITED ARTS shall submit the annual audit reports to COUNTY on or before the ninetieth (90th) day following the final month of their respective fiscal year or within ninety (90) days following the termination of this Agreement as set forth in Section 4 herein, whichever occurs earlier.

SECTION 11. NOTICES.

(a) Whenever a party desires to give notice to the others, it shall be given in writing, by certified United States mail, return receipt requested, or by hand delivery, and be sent to:

For COUNTY:

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

With a copy to:

Library Services Director
Jean Rhein Central Branch Library
215 North Oxford Road
Casselberry, Florida 32707

For UNITED ARTS:

United Arts of Central Florida, Inc.
253 North Orlando Avenue, Suite 201
Post Office Box 940068
Maitland, Florida 32794-0068

(b) The parties may change, by written notice as provided above, the person or address for the receipt of notice.

SECTION 12. ASSIGNMENTS.  No party to this Agreement shall assign this Agreement, nor any interest arising herein, without the written consent of the others. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon any person, firm, bank, lending institution, or corporation any right, remedy, or claim, legal or equitable, under or by reason of this Agreement or any covenant, condition, or stipulation hereof, as this Agreement and all its covenants, conditions, and stipulations is intended to be for the sole and exclusive benefit of COUNTY and UNITED ARTS.

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, UNITED ARTS 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 UNITED ARTS as provided hereinabove.

SECTION 15. CONFLICT OF INTEREST.

(a) UNITED ARTS agrees that they will not engage in any action that would create a conflict of interest in the performance of their 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) UNITED ARTS 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 UNITED ARTS, 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, UNITED ARTS 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.

(End of Agreement - Signature Page Follows)



IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof for the purpose herein expresses on the day and year first above written.

ATTEST: UNITED ARTS OF CENTRAL FLORIDA, INC.

RAY SANDGHAGEN, Secretary
(Corporate Seal)
By: _____
MARGOT H. KNIGHT, President

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.
By: _____
BRENDA CAREY, Chairman
Date: _____

For the use and reliance
of Seminole County only.

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

Approved as to form and
legal sufficiency.

County Attorney

- Attachments:
Exhibit A - Scope of Services
Exhibit B - Quarterly Report Form

ABC:jjr:sjs
11/1/07, 11/28/07
P:\Users\jroyal\Library Services\United Arts & Seminole Cultural Arts Agreement.doc

Exhibit A

Fiscal Year 2007/08
Scope of Services

AGENCY: United Arts of Central Florida
Margot H. Knight, President & CEO
253 N. Orlando Avenue
PO Box 940068
Maitland, FL 32794-0068

The above agency will provide the following services for the residents of Seminole County during the fiscal year 07/08:

The distribution of the \$212,822.50¹ in funds provided by Seminole County will be distributed to United Arts of Central Florida, Inc. in the following manner:

\$ 79,040.25	Retained By United Arts	Project Grant Funds ²
\$ 8,782.25	Retained by United Arts (10%)	Administrative Costs
\$ 47,500.00	Helen Stairs Theatre ³	
\$ 55,000.00	Seminole Cultural Arts Council, Inc.	
	\$35,000.00 Seminole County Local Grants, Events, Promotions	
	\$20,000.00 Executive Director Position	
<u>\$ 22,500.00</u>	Orlando Ballet	
\$212,822.50		

Services will be reimbursed quarterly at the following rate:

October – December	\$53,205.63
January – March	\$53,205.63
April – June	\$53,205.63
July – September	<u>\$53,205.61</u>
	<u>\$212,822.50</u>

¹ 4/1/2007 BEBR Report: Seminole County Population 425,645 x \$.50 = \$212,822.50

² \$25,000 will go to Seminole County K-12 students.

³ Restrictions lifted from the Helen Stairs Theatre, so that they can apply for matching funds.

EXHIBIT B

REPORT PERIOD: _____

AGENCY: United Arts of Central Florida, Inc.
Margot H. Knight, President & CEO
253 N. Oriando Avenue
P.O. Box 940068
Maitland, FL 32795-0068

Seminole County agencies funded this period _____

Programs/Activities conducted this period _____

Organizations Funded in Seminole County	Amount
United Arts of Central Florida	

Funds Requested This Period	\$
-----------------------------	----

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Rename Wynn Road to Wynn Manor Way

DEPARTMENT: Planning and Development

DIVISION: Administration - Planning and
Development

AUTHORIZED BY: Dori DeBord

CONTACT: Amy Curtis

EXT: 7426

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the attached resolution renaming Wynn Road in the Jamestown subdivision to Wynn Manor Way.

District 1 Bob Dallari

Amy Curtis

BACKGROUND:

In order to eliminate a duplicate street name, improve emergency vehicle response time and assist the general public in locating residences, the E 9-1-1 Addressing Committee recommended renaming Wynn Road. Historically, the platted right of way was not open to vehicular traffic. However, a building permit was recently issued to construct a single family residence and as a result, Wynn Road has been opened.

For the meeting of October 9, 2007, the property owners abutting Wynn Road were notified of the County's intent to change the name of the street and were requested to participate in the renaming process. Of the seven notices sent, staff received one response against the renaming. Additionally, a petition was received on October 7, 2007 signed by the majority of the property owners requesting to change Wynn Road to Wynn Manor Way.

As directed by the Board on October 9, 2007 the property owners abutting Wynn Road were given another opportunity to participate in the renaming process. To date, of the seven notices sent, staff received five responses to rename Wynn Road to Wynn Manor Way. There has been no response against the renaming.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the resolution renaming Wynn Road in the Jamestown subdivision to Wynn Manor Way.

ATTACHMENTS:

1. Response from Property Owner
2. PB9 PG73
3. Petition
4. Location Map
5. Resolution

Additionally Reviewed By:

County Attorney Review (Kimberly Romano)

JULY 5, 2007

HOWARD L. GLOVER
603 VERN DRIVE
ORLANDO, FL 32805

DEAR AMY CURTIS:

I FEEL THAT THE NAME CHANGE OF WYNN ROAD SHOULD
BE BASED ON WHICH STREET HAS HAD THE NAME
WYNN ROAD THE LONGEST. I'M AGAINST THE NAME
CHANGE OF WYNN ROAD LOCATED IN JAMES TOWN,
SEMINOLE COUNTY, FL.

SINCERLY,

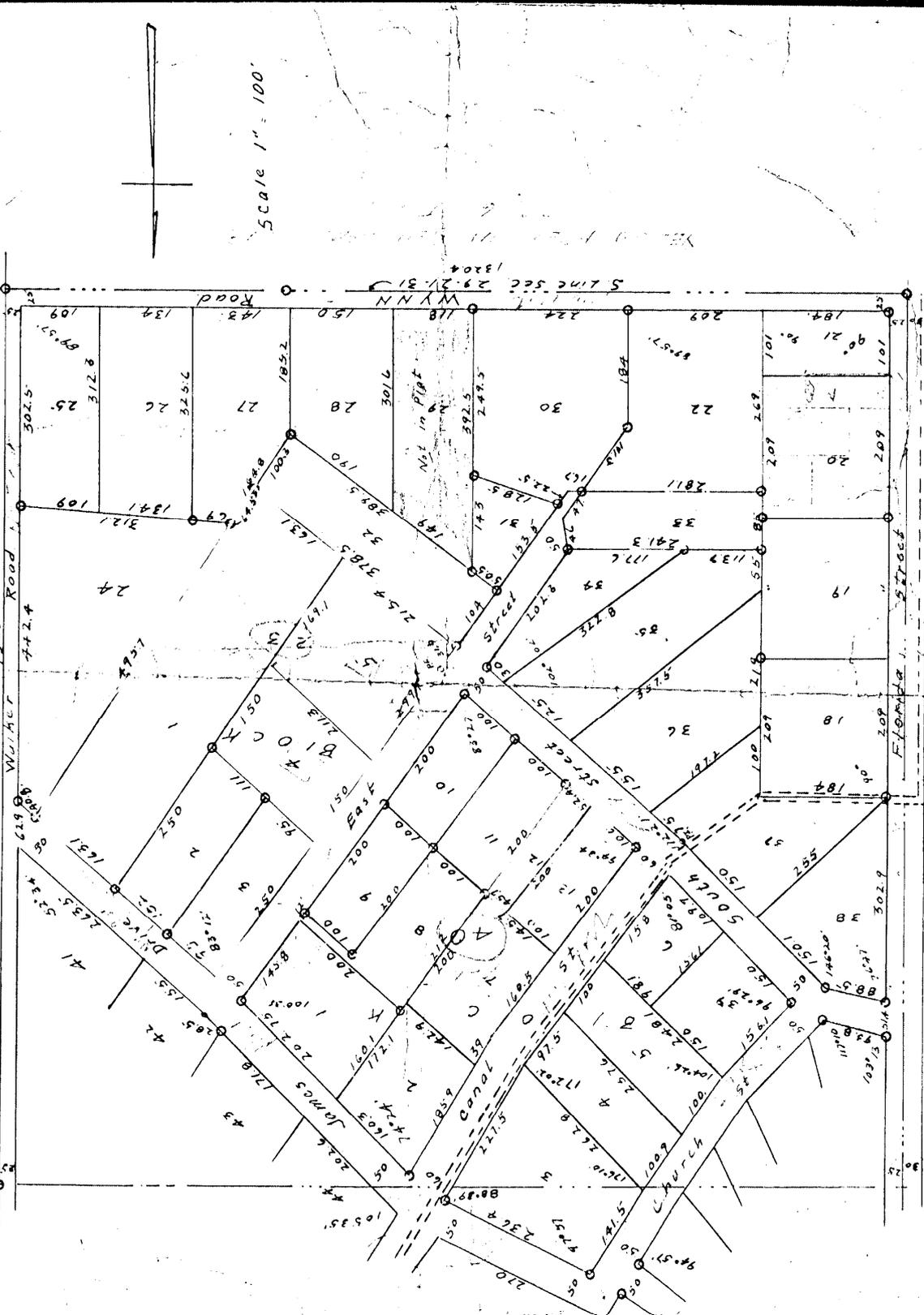
Howard L. Glover

CELL PHONE: 321-229-6878

State of Florida
 County of Seminole
 On this day Personal appeared before me,
 a Notary Public, James W. Wynn, to be acknowledged
 as the Person who executed the foregoing
 dedication and who acknowledged before me that
 she executed the same freely and voluntarily
 without any coercion, fraud or undue influence
 and that his date of death is at A.D. 1957

DEDICATION
 Know all men by these presents that I, Ethel James Wynn, as owner,
 have caused the land described in the foregoing plat to be
 known as James Wynn Cemetery, and that the same be
 dedicated to the use of the public.
 Witness my hand and seal in the presence of
 Ethel James Wynn
 Owner
 M. S. Mygum
 Witness

Notary Public
 My Commission Expires
 Oct. 25 1957



Surveyors Certificate: That I, being a registered land surveyor, have surveyed, staked out
 and plotted the above described plat, and that the same is correct and
 correct representation of the same, inasmuch as many monuments have been placed
 all points marked on the plat are measurements in feet and decimals of feet.
 Ethel James Wynn
 Registered Surveyor No. 248
 State of Florida
 Witness



2

WYNN RD STREET NAME CHANGE

RESOLUTION NO. 2007-R-_____ SEMINOLE COUNTY, FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF, DECEMBER 11, 2007

WHEREAS, under the authority contained in Section 336.05 (1) and 336.05 (2), Florida Statutes, the Board of County Commissioners may name and rename streets and roads; and

WHEREAS, a request has been received to rename Wynn Road to Wynn Manor Way within the recorded plat of Jamestown, Plat Book 9 Page 72 abutting lots 25A, 25, 26, 27, 28, 29, 30, 22 & 21, Public Records of Seminole County, Florida; and

WHEREAS, renaming this street segment will help to eliminate confusion, facilitate improved emergency access and ability of the public to locate streets and roads within Seminole County; and

WHEREAS, this change is consistent with overall County plans for street renaming, addressing and the 911 system,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, that effective, DECEMBER 11, 2007, the street is renamed as follows:

WYNN ROAD
To
WYNN MANOR WAY

Adopted this 11th day of DECEMBER, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

BRENDA CAREY
CHAIRMAN

ATTEST:

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

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Maintenance Agreement and Irrevocable Letter of Credit for Al Baja Properties, LLC a/k/a Florida's Child Daycare.

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:

Authorize the release of the Al Baja Properties, LLC a/k/a Florida's Child Daycare Maintenance Agreement and Irrevocable Letter of Credit #113 in the amount of \$2,523.10 for the Florida's Child Daycare road improvements.

District 1 Bob Dallari

Lee Shaffer

BACKGROUND:

Maintenance Agreement and Irrevocable Letter of Credit #113 in the amount \$2,523.10 (BankFIRST) were required by Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by Al Baja Properties, LLC a/k/a Florida's Child Daycare. A two year maintenance inspection was conducted by staff for this project located on the west side of C.R. 419 between 4th and 5th Streets, Chuluota and was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Al Baja Properties, LLC a/k/a Florida's Child Daycare Maintenance Agreement and Irrevocable Letter of Credit #113 in the amount of \$2,523.10 for the Florida's Child Daycare road improvements.

ATTACHMENTS:

- 1. Maintenance Agreement
- 2. Irrevocable Letter of Credit

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

SUBDIVISION AND SITE PLAN

MAINTENANCE AGREEMENT

(Road Improvements)

THIS AGREEMENT, is made and entered into this day of September 1, 2005, between Al Baja Properties, LLC and Florida's Child 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 road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as TOWNSITE OF NORTH CHULUOTA, a Plat of which is recorded in Plat Book 2, pages 54-58 of the Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated _____ (as subsequently revised or amended) and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from September 1, 2005; 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. 113 issued by BANKFIRST, in the sum of **Two Thousand Five Hundred and Twenty Three and 10/100 DOLLARS (\$2,523.10)**.

NOW THEREFORE, the COUNTY agrees to accept the road improvements into the County Road 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 agree to be held and firmly bound to the COUNTY in the sum of **Two Thousand Five Hundred and Twenty Three and 10/100 DOLLARS (\$2,523.10)** 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 road improvements and maintain said road improvements for a period of two (2) years from September 1, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

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 filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

IRREVOCABLE LETTER OF CREDIT
(For Maintenance Agreement – Road Improvements)

BankFIRST
1031 W. Morse Blvd.
Winter Park, FL 32789
November 17, 2005

Seminole County Board of County Commissioners
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

Re: Irrevocable Letter of Credit No. 113

Dear Commissioners:

By order of Al Baja Properties, LLC, we hereby establish an Irrevocable Letter of Credit in your favor. We hereby authorize you to draw on BankFIRST up to an aggregate amount of \$2,523.10 available by your drafts at sight accompanied by a signed statement of the Board of County Commissioners that the Maintenance Agreement dated September 1, 2005, between Al Baja Properties, LLC and Seminole County is in default.

Drafts must be drawn and negotiated on or before October 31, 2007, and each draft must state that it is drawn under Irrevocable Letter of Credit No. 113 of BankFIRST dated November 17, 2005 and the amount thereof endorsed on this Letter of Credit. The Bank agrees that this Letter of Credit shall automatically renew itself for successive one-year periods unless the Bank shall give notice to you no later than forty-five (45) days preceding an expiration date that it chooses not to renew the Letter of Credit, in which case, the County shall be entitled to demand and receive the outstanding amount of money represented by this Letter of Credit. In the event a draw based on expiration of this Letter of Credit the proceeds shall be held by Seminole County as a Cash Bond to secure continued adherence to the terms of the Maintenance Agreement with Al Baja Properties, LLC.

Upon tender of payment, you will release to the Bank the original Irrevocable Letter of Credit marked "Cancelled". In any event, upon expiration of the Maintenance Agreement dated September 1, 2005 and the completion of Al Baja Properties, LLC obligations thereunder, you will return the original Letter of Credit to this Bank marked "Cancelled".

We hereby engage with drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

If the Board of County Commissioners initiates suit under this Letter of Credit, the Bank hereby agrees to be responsible for Seminole County's court costs and reasonable attorneys' fees, but BankFIRST shall not be responsible for any attorneys' fees in excess of fifteen percent (15%) of the aggregate amount of this Letter of Credit.

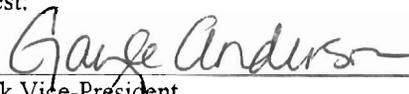
This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not, in any way, be amended by reference herein to any agreement, and any such reference shall not be deemed to incorporate herein by reference any document or agreement other than the Maintenance Agreement dated September 1, 2005, and referenced herein.

Very Truly Yours,



David A. Felker
Executive Vice President

Attest:



Bank Vice-President
(Corporate Seal)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Maintenance Bond for Signature Development Corporation a/k/a Sandy Lane Reserve Phase II

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:

Authorize the release of the Signature Development Corporation a/k/a Sandy Lane Reserve Phase II Maintenance Bond #MB6283 in the amount of \$23,000.00 for the Sandy Lane Reserve Phase II road improvements.

District 3 Dick Van Der Weide

Lee Shaffer

BACKGROUND:

Maintenance Bond #MB6283 for \$23,000.00 (Contractors Bonding and Insurance Company) was required by Section 35.44 (e) *Additional Required Legal Submittals (1) Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Sandy Lane Reserve Phase II Maintenance Bond. A two year maintenance inspection was conducted by staff for this project located on Sandy Lane (800 block of Sand Lake Road) and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Signature Development Corporation a/k/a Sandy Lane Reserve Phase II Maintenance Bond #MB6283 in the amount of \$23,000.00 for the Sandy Lane Reserve Phase II road improvements.

ATTACHMENTS:

- 1. Maintenance Bond for Streets, Curbs and Storm Drains
- 2. Limited Power of Attorney

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

SUBDIVISION AND SITE PLAN

MAINTENANCE BOND FOR STREETS, CURBS, STORM DRAINS

Bond #MB6283

KNOW ALL MEN BY THESE PRESENTS:

That we Signature Development Corp., whose address is 103 Commerce Ct. Ste 130 Lake Mary, FL 32746, hereinafter referred to as "PRINCIPAL" and Contractors Bonding & Insurance Company whose address is 400 S. Harbor City Blvd #402 Melbourne, FL 32904, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ 23,000.00 Twenty three thousand & 00/100 Dollars for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Sandy Lane Reserve II, a plat of which is recorded in Plat Book 66, Page 92 & 93, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated April 8, 2005, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from April 12, 2005;

NOW THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from April 12, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect. The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving and filing the said plat shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

Supplement No. 17

Appendix E-63

LAND DEVELOPMENT CODE

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have executed these presents this 12th day of April, 2005.

Address: P.O. Box 953535
Lake Mary, FL 32795-3535

Signature Development Corp. (SEAL)
PRINCIPAL

By: [Signature] Its: Pres
(If a corporation)

ATTEST: [Signature] Its: CONT
(If a corporation)

Address: 200 S. Harbor City Blvd.
Ste 402
Melbourne, FL 32904

Contractors Bonding & Insurance (SEAL)
SURETY

By: [Signature]
Its Attorney-in-Fact Shari A. Livingston

ATTEST: [Signature]

(App E, LDC, through Supp 16).



LIMITED POWER OF ATTORNEY

Not Valid for Bonds

Power of Attorney

Executed On or After: FEBRUARY 28TH, 2006

Number: 952302

READ CAREFULLY - to be used only with the bond specified herein

Only an unaltered original of this Power of Attorney document is valid. A valid original of this document is printed on gray security paper with black and red ink and bears the seal of Contractors Bonding and Insurance Company (the "Company"). The original document contains a watermark with the letters "cbic" embedded in the paper rather than printed upon it. The watermark appears in the blank space beneath the words "Limited Power of Attorney" at the top of the document and is visible when the document is held to the light. This document is valid solely in connection with the execution and delivery of the bond bearing the number indicated below, and provided also that the bond is of the type indicated below. This document is valid only if the bond is executed on or before the date indicated above.

KNOW ALL MEN BY THESE PRESENTS, that the Company does hereby make, constitute and appoint the following: RICHARD J. DALRYMPLE, SHARI A LIVINGSTON, IRMA LUZ CORDERO and MARK ANTHONY MANFRE its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver on behalf of the Company: (1) any and all bonds and undertakings of suretyship given for any purpose, provided, however, that no such person shall be authorized to execute and deliver any bond or undertaking that shall obligate the Company for any portion of the penal sum thereof in excess of \$10,000,000, and provided, further, that no Attorney-in-Fact shall have the authority to issue a bid or proposal bond for any project where, if a contract is awarded, any bond or undertaking would be required with penal sum in excess of \$10,000,000; and (2) consents, releases and other similar documents required by an obligee under a contract bonded by the Company. This appointment is made under the authority of the Board of Directors of the Company.

CERTIFICATE

I, the undersigned secretary of Contractors Bonding and Insurance Company, a Washington corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked, and, futhermore, that the resolutions of the Board of Directors set forth on the reverse are now in full force and effect.

Bond Number MB6283

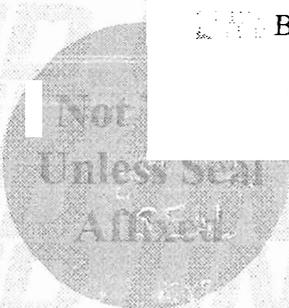
Duplicate Original

Signed and sealed this 12th day of April, 2005

R. Kirk Eland, Secretary

CBIC • 1213 Valley Street • P.O. Box 9271 • Seattle, WA 98109-0271
(206) 622-7053 • (800) 765-CBIC (Toll Free) • (800) 950-1558 (FAX)

PoaLPOA.07-US051104



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Private Road Maintenance Agreement and Letter of Credit for Via Tuscany Development, LLC a/k/a Tuscany Island HOA

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:
Authorize the release of the Via Tuscany Development, LLC a/k/a Tuscany Island HOA Maintenance Agreement and Letter of Credit #F847288 in the amount of \$21,992.40 for the Tuscany Island road improvements.

District 1 Bob Dallari Lee Shaffer

BACKGROUND:

Maintenance Agreement and Letter of Credit #F847288 for \$21,992.40 (SunTrust) were required by Section 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Tuscany Island Maintenance Agreement and Letter of Credit. A two year maintenance inspection was conducted by staff for this project located on Tuskawilla Road at Old Bear Run Road and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Via Tuscany Development, LLC a/k/a Tuscany Island HOA Maintenance Agreement and Letter of Credit #F847288 in the amount of \$21,992.40 for the Tuscany Island road improvements.

ATTACHMENTS:

- 1. Maintenance Agreement
- 2. Letter of Credit

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

SUBDIVISION AND SITE PLAN

PRIVATE ROAD MAINTENANCE AGREEMENT

(For use with Letter of Credit)

THIS AGREEMENT is made and entered into this _____ day of _____, 2005 between Via Tuscany Development LLC, hereinafter referred to as "PRINCIPAL" and the Tuscany Island Homeowner's Association of Tuscany Island subdivision (hereinafter referred to as the "BENEFICIARY") or, if none, SEMINOLE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "HOLDER"), on behalf of all purchasers of lots within subdivision.

WITNESSETH:

WHEREAS, PRINCIPAL has constructed certain road improvements, including streets, curbs, storm drains and other appurtenances in that certain subdivision described as Tuscany Island, a Plat of which is recorded in Plat Book 65 Pages 33-34, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid road improvements were made pursuant to certain plans and specifications dated January, 2005, (as subsequently revised or amended) and filed with the BENEFICIARY or the HOLDER, as the case may be; and

WHEREAS, PRINCIPAL is obligated to protect the BENEFICIARY against any defects resulting from faulty materials or workmanship of said road improvements and to maintain said road improvements for a period of two (2) years from November 14, 2005; and

WHEREAS, to guarantee performance of said obligations by PRINCIPAL, PRINCIPAL has obtained and furnished to the BENEFICIARY or to the HOLDER on behalf of the owners of lots within the subdivision (hereinafter referred to as LOT OWNERS) a certain Irrevocable Letter of Credit No. F84728E issued by Suntrust Bank, in the sum of Twenty One Thousand Nine Hundred Ninety Two & ⁴⁰/₁₀₀ DOLLARS (\$21,992.40).

NOW THEREFORE, the BENEFICIARY or the HOLDER on behalf of the LOT OWNERS, agrees 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 BENEFICIARY or to the HOLDER on behalf of the LOT OWNERS in the sum of Twenty One Thousand Nine Hundred Ninety Two & ⁴⁰/₁₀₀ DOLLARS (\$21,992.40) on the condition that, if PRINCIPAL shall promptly and faithfully protect the BENEFICIARY or LOT OWNERS against any defects resulting from faulty materials or workmanship of the aforesaid road improvements and maintain said road improvements for a period of two (2) years from November 14, 2005, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The BENEFICIARY/HOLDER, or LOT OWNER shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

Should the PRINCIPAL fail or refuse to perform or correct said defects within the time specified, the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in The Tuscany Island subdivision) 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 BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in the Tuscany Island subdivision), in view of the public interest, health, safety, welfare and other factors involved, and the consideration in approving and filing the said Plat shall have the right to resort to any and all legal remedies against the PRINCIPAL, both at law and in equity, including specifically, **specific performance**, to which the PRINCIPAL unconditionally agrees.

The PRINCIPAL further agrees that the BENEFICIARY/LOT OWNERS (which shall include, but not be limited to any individual lot owner in The Tuscany Island subdivision), at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to 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 BENEFICIARY/LOT OWNERS should exercise and give effect to such right, the PRINCIPAL shall be obligated hereunder to reimburse the BENEFICIARY (which shall include, but not be limited to any individual lot owner in the Tuscany Island subdivision) 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 of the PRINCIPAL to correct said defects.

[This Agreement and all rights hereunder may be assigned by the HOLDER to the Homeowner's Association of Tuscany Island subdivision or to the individual lot owners of Tuscany Island subdivision as the case may be.]

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

BENEFICIARY:

Tuscany Island HOA

ATTEST/WITNESSES:

Patricia Spahr
Patricia Spahr

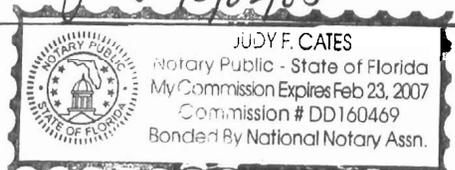
By: [Signature]
Date: 12-2-05

PRINCIPAL:

Via Tuscany Development, LLC

Signed, sealed and delivered in the presence of:

Judy F. Cates
12/02/05



By: [Signature]
Date: Dec. 2, 2005

Witnesses

Sharon J. Johnson
Chandra

HOLDER:

DEPARTMENT OF PUBLIC WORKS
ROADS-STORMWATER DIVISION
SEMINOLE COUNTY, FLORIDA

Michael Arnold
Michael Arnold, Division Manager
Roads-Stormwater Division

Date: 12-19-05

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.

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 19 day of Dec, 2005, by Michael C. Arnold, who is personally known to me or who has produced _____ as identification.

Teresa Lynn Touchton

Signature of Notary Public in and for the County and State
Aforementioned



Teresa Lynn Touchton
My Commission DD0094804
Expires May 19, 2008

My Commission Expires: _____



LETTER OF CREDIT NUMBER F847288

PAGE NO. 1

ISSUANCE DATE: OCTOBER 21, 2005

APPLICANT:
VIA TUSCANY DEVELOPMENT, LLC
4567 TIGUA ISLAND COURT
WINTER PARK, FL 32792

BENEFICIARY:
TUSCANY ISLAND HOMEOWNER'S
ASSOCIATION, INC.
P.O. BOX 4396
WINTER PARK, FL 32793

FOR USD 21,992.40
(TWENTY ONE THOUSAND NINE HUNDRED NINETY TWO 40/100 U.S. DOLLARS)

DATE OF EXPIRATION: NOVEMBER 14, 2007
PLACE OF EXPIRATION: AT OUR COUNTERS

DEAR TUSCANY ISLAND HOMEOWNER'S ASSOCIATION,

BY ORDER OF VIA TUSCANY DEVELOPMENT, LLC., WE HEREBY ESTABLISH AN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR. WE HEREBY AUTHORIZE YOU TO DRAW ON SUNTRUST BANK LETTER OF CREDIT F847288 UP TO AN AGGREGATE AMOUNT OF \$21,992.40 AVAILABLE BY YOUR DRAFTS AT SIGHT ACCOMPANIED BY A SIGNED STATEMENT OF THE TUSCANY ISLAND HOMEOWNER'S ASSOCIATION, INC. THAT THE PRIVATE ROAD MAINTENANCE AGREEMENT DATED 11-14-05 BETWEEN VIA TUSCANY DEVELOPMENT, LLC AND THE TUSCANY ISLAND HOMEOWNER'S ASSOCIATION, INC. IS IN DEFAULT.

DRAFTS MUST BE DRAWN AND NEGOTIATED ON OR BEFORE NOVEMBER 14, 2007 AND EACH DRAFT MUST STATE THAT IT IS DRAWN UNDER IRREVOCABLE LETTER OF CREDIT NO. F847288 OF SUNTRUST BANK DATED OCTOBER 21, 2005 AND THE AMOUNT THEREOF ENDORSED ON THIS LETTER OF CREDIT. THE BANK AGREES THAT THIS LETTER OF CREDIT SHALL AUTOMATICALLY EXTEND FOR A ONE TIME PERIOD OF A YEAR UNLESS THE BANK SHALL GIVE NOTICE TO YOU NO LATER THAN FORTY-FIVE (45) DAYS PRECEDING AN EXPIRATION DATE THAT IT CHOOSES NOT TO EXTEND THE LETTER OF CREDIT IN WHICH CASE, THE HOMEOWNER'S ASSOCIATION, AS THE CASE MAY BE, SHALL BE ENTITLED TO DEMAND AND RECEIVE THE OUTSTANDING AMOUNT OF MONEY REPRESENTED BY THIS LETTER OF CREDIT. IN THE

CONTINUED ON NEXT PAGE

SUNTRUST

LETTER OF CREDIT NUMBER F847288 PAGE NO. 2

EVENT A DRAW BASED ON EXPIRATION OF THIS LETTER OF CREDIT THE PROCEEDS SHALL BE HELD BY THE TUSCANY ISLAND HOMEOWNER'S ASSOCIATION, INC. AS A CASH BOND TO SECURE CONTINUED ADHERENCE TO THE TERMS OF THE PRIVATE ROAD MAINTENANCE AGREEMENT WITH VIA TUSCANY DEVELOPMENT, LLC.

UPON TENDER OF PAYMENT, YOU WILL RELEASE TO THE BANK THE ORIGINAL IRREVOCABLE LETTER OF CREDIT MARKED "CANCELLED." IN ANY EVENT, UPON EXPIRATION OF THE PRIVATE ROAD MAINTENANCE AGREEMENT DATED 11-14-05 AND THE COMPLETION OF VIA TUSCANY DEVELOPMENT'S OBLIGATIONS THEREUNDER, YOU WILL RETURN THE ORIGINAL LETTER OF CREDIT TO THIS BANK MARKED "CANCELLED."

IF THE TUSCANY ISLAND HOMEOWNER'S ASSOCIATION INITIATES SUIT UNDER THIS LETTER OF CREDIT, THE BANK HEREBY AGREES TO BE RESPONSIBLE FOR THE TUSCANY ISLAND HOMEOWNER ASSOCIATION'S COURT COSTS AND REASONABLE ATTORNEYS' FEES BUT SUNTRUST BANK SHALL NOT BE RESPONSIBLE FOR ANY ATTORNEYS' FEES IN EXCESS OF FIFTEEN PERCENT (15%) OF THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING AND SUCH UNDERTAKING SHALL NOT, IN ANY WAY, BE AMENDED BY REFERENCE HEREIN TO ANY AGREEMENT, AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR AGREEMENT OTHER THEN THE PRIVATE ROAD MAINTENANCE AGREEMENT DATED 11-14-05 AND REFERENCED HEREIN.

THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 PUBLICATION 590.

WE HEREBY AGREE WITH YOU THAT ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

CONTINUED ON NEXT PAGE

SUNTRUST

LETTER OF CREDIT NUMBER F847288 PAGE NO. 3

ALL DOCUMENTS ARE TO BE REMITTED TO:
SUNTRUST BANK, INTERNATIONAL DIVISION
ATTN: LETTER OF CREDIT DEPARTMENT
25 PARK PLACE, 16TH FLOOR, MC 3706
ATLANTA, GEORGIA 30303

PLEASE DIRECT ALL INQUIRIES TO:
PHONE: 800-951-7847 OPTION 3.

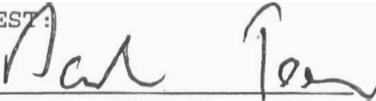
SINCERELY,

SUNTRUST BANK



AUTHORIZED SIGNATURE
BONNIE L. ANDERSON
VICE PRESIDENT

ATTEST:



DALE TOOTHILL, AVP
STANDBY LETTERS OF CREDIT
105

SEAL



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorize Release of the Right of Way Utilization Permit Maintenance Bond for Upsala Road - Regency Oaks.

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Lee Shaffer **EXT:** 7346

MOTION/RECOMMENDATION:

Authorize the release of the Upsala Road ROW - Regency Oaks Right of Way Utilization Permit Maintenance Bond #929367674 in the amount of \$8,103.00 for the Upsala Road ROW - Regency Oaks road improvements.

District 5 Brenda Carey

Lee Shaffer

BACKGROUND:

Maintenance Bond #929367674 for \$8,103.00 (Continental Insurance Company) was required by Section 35.44 (e) *Additional Required Legal Submittals (1) Bonds* of the Seminole County Land Development Code to insure operating conditions have not significantly degraded as a result of the work covered by the Upsala Road ROW - Regency Oaks Right of Way Utilization Permit. A two year maintenance inspection was conducted by staff for this project located on the west side of Upsala Road, south of SR 46 and it was determined to be satisfactory.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of the Upsala Road ROW-Regency Oaks Right of Way Utilization Permit Maintenance Bond #929367674 in the amount of \$8,103.00 for the Upsala Road ROW - Regency Oaks road improvements.

ATTACHMENTS:

1. Right of Way Utilization Permit Maintenance Bond
2. Power of Attorney

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

RIGHT-OF-WAY USE PERMITTING

RIGHT-OF-WAY UTILIZATION PERMIT MAINTENANCE BOND
(Streets, Curbs, Storm Drains)

KNOW ALL MEN BY THESE PRESENTS:

That we Pulte Home Corporation, whose address is 4901 Vineland RD, Ste 500, Orlando, FL 32811, hereinafter referred to as "PRINCIPAL" and Continental Insurance Company, hereinafter referred to as "SURETY" are held and firmly bound unto Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the COUNTY in the sum of \$ 8,103.00 (eight thousand one hundred* for the payment of which we bind ourselves, heirs, executors, successors and assigns, jointly and severally, firmly by these presents:
*three and 00/100)

WHEREAS, PRINCIPAL has constructed certain improvements, including streets, curbs, storm drains and other appurtenances in that certain public right-of-way known as Regency Oaks, recorded in Plat Book _____, Page(s) _____, Public Records of Seminole County, Florida; and

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated FEB. 11, 20 05, and filed with the County Engineer of Seminole County; and

WHEREAS, PRINCIPAL is obligated to protect the COUNTY against any defects resulting from faulty materials or workmanship of said improvements for a period of two (2) years from October 26, 20 05;

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL shall promptly and faithfully protect the COUNTY against any defects resulting from faulty materials or workmanship of the aforesaid improvements for a period of (2) years from Oct. 26, 20 05 then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The County Engineer shall notify the PRINCIPAL in writing of any defect for which the PRINCIPAL is responsible and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform, within the time specified, the SURETY, upon 30 days written notice from COUNTY, or its authorized agent or officer, of the default will forthwith correct such defect or defects and pay the cost thereof, including, but not limited to engineering, legal and contingent cost. Should the SURETY fail or refuse to correct said defects, the COUNTY, in view of the public interest, health, safety, welfare and factors involved, and the consideration in approving the said permit shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY and either, both at law and in equity, including specifically, specific performance to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the COUNTY at its option, shall have the right to correct said defects resulting from faulty materials or workmanship, or, pursuant to public advertisement and receipt of bids, caused to be corrected any defects or said defects in case the PRINCIPAL shall fail or refuse to do so, and in the event the COUNTY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally hereunder to reimburse the COUNTY the total cost thereof, including, but not limited to, engineering, legal and contingent cost, together with any damages either direct or consequent which may be sustained on account of the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 26th day of October, 2005.

Name and Address:
Pulte Home Corporation
4901 Vineland Rd, Ste 500
Orlando, FL 32811

Pulte Home Corporation (Seal)

PRINCIPAL

By: Calvin R. Boyd Its: Dir. of Treasury Operations
(If a corporation) Calvin R. Boyd

Attest: Jan M. Klein Its: Assistant Secretary
(If a corporation)

Name and Address:
Continental Insurance Company
33 E. Butterfield Rd, Ste 810
Lombard, IL 60148

Continental Insurance Company (Seal)

SURETY

By: James I. Moore Its: Attorney-in-Fact
Its Attorney-in-Fact James I. Moore
Florida License No. A183300

Attest: Julia A. Jacobs

(App E, LDC, through Supp 16).

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a South Carolina corporation, is a duly organized and existing corporation having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Bonnie Kruse, Stephen T Kazmer, Dawn L Morgan, Peggy Faust, Kelly A Jacobs, Melissa Schmidt, Elaine Marcus, Jennifer J McComb, Mary Beth Peterson, Christine Woods, Michael J Scheer, James I Moore, Individually

of Westmont, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the corporation.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 25th day of August, 2005.



The Continental Insurance Company

Michael Gengler
Michael Gengler Senior Vice President

State of Illinois, County of Cook, ss:

On this 25th day of August, 2005, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Senior Vice President of The Continental Insurance Company, a South Carolina corporation, described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



My Commission Expires March 15, 2009

Maria M. Medina
Maria M. Medina Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of The Continental Insurance Company, a South Carolina corporation, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of October, 2005.



The Continental Insurance Company

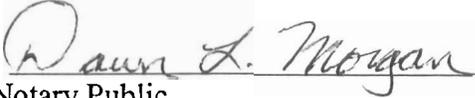
Mary A. Ribikawskis
Mary A. Ribikawskis Assistant Secretary

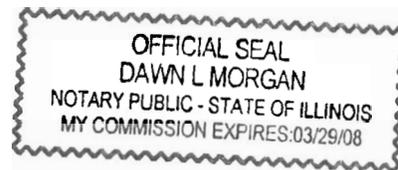
STATE OF ILLINOIS }
 }
COUNTY OF DU PAGE }

On October 26, 2005, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared James I. Moore, known to me to be Attorney-in-Fact of Continental Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 29, 2008


Notary Public



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Release Performance Bond for Bella Foresta

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord **CONTACT:** Cynthia Sweet **EXT:** 7443

MOTION/RECOMMENDATION:

Authorize the release of Performance Bond # 40092848 in the amount of \$1,836,548.00 for Bella Foresta, as requested by Platte River Insurance Company – Laura D. Mosholder, applicant.

District 5 Brenda Carey

Cynthia Sweet

BACKGROUND:

Performance Bond # 40092848 in the amount of \$1,836,548.00 was required as part of the Land Development Code Section 35.44 (e) Additional Required Legal Submittals (1) Bonds to secure the construction and completion of the Bella Foresta subdivision improvements. The Bond was issued with the subdivision name as "Bella Florista" and the plat was recorded as "Bella Foresta".

The Performance Bond was replaced with a 2-year Maintenance Bond to ensure the maintenance of the subdivision improvements. Staff has conducted the final construction inspection and found that all construction requirements were completed per the approved final engineering plan.

The subdivision is located on the south side of W. SR 46, on the west side of Lake Markham Road, in Sections 26 and 27, Township 19 South, Range 29 East.

STAFF RECOMMENDATION:

Staff recommends the Board authorize the release of Performance Bond # 40092848 in the amount of \$1,836,548.00 for Bella Foresta, as requested by Platte River Insurance Company – Laura D. Mosholder, applicant.

ATTACHMENTS:

- 1. Performance Bond

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

APPROVED FORMS, CHECKLISTS, PROCEDURES AND ILLUSTRATIONS

PERFORMANCE BOND (Roads, Streets, Drainage)

KNOW ALL MEN BY THESE PRESENTS:

That we, Bradford Development Corporation, hereinafter called the "Principal", and Platte River Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter called "Surety" are held and firmly bound to Seminole County, a political subdivision of the State of Florida, in the full and just sum of \$1,836,548.00, lawful money of The United States of America, to be paid to the Board of County Commissioners of Seminole County, to which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has as a condition precedent to the approval by Seminole County of a plat of a certain subdivision known as Bella Florista in Seminole County has covenanted and agreed with Seminole County to construct roads, streets and alleys, drainage as well as sidewalks, Sewer & Water, and other improvements (delete inapplicable improvements) based upon development plans and plans and specifications pertaining to said subdivision, said development plans and plans and specifications being dated 23rd day of July, 19 2004 and being on file with the County Engineer of Seminole County, Florida, and

WHEREAS, it is a condition precedent to the recording of said subdivision that this bond be executed:

NOW THEREFORE, the conditions of these obligations are such that if the bounden Principal shall construct the aforesaid improvements in accordance with any date prescribed in the approved development plans and plans and specifications dated the 23rd day of July, 19 2004 or within two (2) years of the date of approval, whichever occurs first, and shall in every respect fulfill its, his, their obligations under the development plans and plans and specifications, and shall indemnify and save harmless Seminole County against or from all claims, costs, expenses, damages, injury, or loss, including engineering, legal and contingent costs which Seminole County may sustain on account of the failure of the Principal to perform in accordance with the developments plans and plans and specifications within the time therein specified, then this obligation to be void; otherwise to be and remain in full force and virtue.

The Surety unconditionally covenants and agrees that if the Principal fails to perform all or any part of the construction work required by the developments plans or plans and specifications above referred to, within the time specified, the Surety upon forty-five (45) days written notice from Seminole County, or its authorized agent or officer, of the default, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to engineering, legal and contingent costs. Should the Surety fail or refuse to perform and complete the said improvements, Seminole County, in view of the public, interest, health, safety and welfare factors involved and the inducement in approving and

SEMINOLE COUNTY LAND DEVELOPMENT CODE

filing the said plat, shall have the right to resort to any and all legal remedies against the Principal and the Surety, or either, both at law and in equity, including specifically specific performance, to which the Principal and Surety unconditionally agree.

The Principal and the Surety further jointly and severally agree that Seminole County, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the Principal should fail or refuse to do so. In the event Seminole County should exercise and give effect to such right, the Principal and the Surety shall be jointly and severally liable hereunder to reimburse Seminole County the total cost thereof, including, but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the Principal to carry out and execute all the provisions of said agreement.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this the 12th day of January, 2005

Address: 100 W. Plant Street
Winter Garden, FL 34787

Bradford Development Corporation (SEAL)
Principal

By: [Signature]
Its [Signature]
(if corporation)

A T T E S T : [Signature]
Its [Signature]
(if corporation)

CORPORATE SEAL

Platte River Insurance Company
Surety

Address: 2500 W. Lake Mary Blvd., Ste. 112
Lake Mary, FL 32746

By: [Signature]
Its Attorney-in-Fact Laura D. Mosholder

ATTEST: see attached power of attorney
Inquiries: 407 330 3990

(App E, LDC, through Supp 16; Ord. No. 95-4, § 16, 6-26-95)



PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY

40092848

KNOW ALL MEN BY THESE PRESENTS, That PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Madison, Wisconsin, does make, constitute and appoint

----- LAURA D. MOSHOLDER, MARIAN L. ELAVSKY OR GARY W. CARPENTER OF LAKE MARY, FL -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED \$2,500,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Executive Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested by its President, this 8th day of January, 2002.

Attest:

Thomas K. Manion

Thomas K. Manion
Treasurer



PLATTE RIVER INSURANCE COMPANY

David F. Pauly

David F. Pauly
President and CEO

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

On the 8th day of January, 2002 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President and CEO of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



Jane F. Endres

Jane F. Endres
Notary Public, Dane Co., WI
My Commission Expires 3/23/2003

STATE OF WISCONSIN }
COUNTY OF DANE } s.s.:

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Madison, State of Wisconsin this 12th day of January, 2005



James W. Smirz

James W. Smirz
Assistant Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. THE BACK OF THIS DOCUMENT CONTAINS A WATERMARK. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT, CALL 800-394-7806.

CAPITOL INDEMNITY CORPORATION
PLATTE RIVER INSURANCE COMPANY
UNDERWRITERS INSURANCE COMPANY

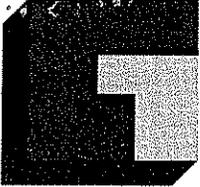
Bond No. 40092848

**POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM
INSURANCE COVERAGE**

Your current policy or bond does not contain a terrorism exclusion. You should know that under the Terrorism Risk Insurance Act of 2002, effective November 26, 2002 any losses caused by certified acts of terrorism, as *defined in the Act*, will be partially reimbursed by the United States under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

The portion of your premium attributable to coverage for acts of terrorism, as *defined in the Act*, is Zero (\$0.00). That is because such coverage is already included in your current policy or bond and the rate used to calculate the premium for your current policy or bond did not include a separate charge for terrorism coverage. Future policy renewals may include a separate charge applicable to coverage for acts of terrorism, as *defined in the Act*.

BK 320PG 1047



GUIGNARD COMPANY

SURETY BONDS

December 23, 2004

Bradford Development
100 W. Plant St.
Winter Garden, FL 34787

Re: *Authority to Date Bonds and Powers of Attorney*
Principal: *Nile Underground Technologies, Inc.*
Bond No.: *6211320*
Project: *Bella Florista located in Seminole County, Florida*

Dear Sir or Madam:

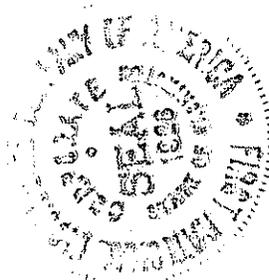
Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement.

Once dated, please send a copy of the *dated* bonds to our office.

Best regards,

First National Insurance Company of America

Jennifer L. McCarta
Attorney In Fact and Florida Licensed Agent



BK 320PG1048

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No.: 6211320

Executed in 4 Counterparts

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

Nile Underground Technologies, Inc.
3422 S. Orlando Drive, Sanford, FL 32773
(407) 302-7662

First National Insurance Company of America
P.O. Box 34526, Seattle, WA, 98124-1526
(813) 221-2743

OWNER (Name and Address):

Bradford Development
100 W. Plant St., Winter Garden, FL 34787
(407) 656-8075

CONSTRUCTION CONTRACT

Date:

Amount: \$1,521,189.00

Description (Name and Location): Bella Florista located in Seminole County, Florida

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$1,521,189.00

Modifications to this Bond:

None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Nile Underground Technologies, Inc.

Signature:

Name and Title:

2002

(Any additional signatures appear on page 3)

SURETY

Company:

(Corporate Seal)

First National Insurance Company of America

Signature:

Name and Title: Jennifer L. McCarta

Attorney-In-Fact & Florida Licensed Resident Agent

(FOR INFORMATION ONLY --Name, Address and Telephone)

AGENT or BROKER:

Guignard Company
1904 Boothe Circle
Longwood, FL 32750
(407) 834-0022

OWNER'S REPRESENTATIVE (Architect, Engineer or

other party): Madden Engineering, Inc.
431 East Horatio Ave., Suite 260
Maitland, Florida 32751

BK 320PG1049

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

BK 320 PG 1050

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

THIS BOND COMPLIES WITH THE TERRORISM RISK INSURANCE ACT OF 2002 (TRIA)

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

The following notice is provided pursuant to Florida Statute 713.245:
THIS BOND ONLY COVERS CLAIMS OF SUBCONTRACTORS, SUB-SUBCONTRACTORS, SUPPLIERS, AND LABORERS TO THE EXTENT THE CONTRACTOR HAS BEEN PAID FOR THE LABOR, SERVICES, OR MATERIALS PROVIDED BY SUCH PERSONS. THIS BOND DOES NOT PRECLUDE YOU FROM SERVING A NOTICE TO OWNER OR FILING A CLAIM OF LIEN ON THIS PROJECT.



Bond No.: 6211320

Executed in 4 Counterparts

AIA Document A312

Conditional Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Nile Underground Technologies, Inc.
3422 S. Orlando Drive, Sanford, FL 32773
(407) 302-7662

SURETY (Name and Principal Place of Business):

First National Insurance Company of America
P.O. Box 34526, Seattle, WA, 98124-1526
(813) 221-2743

OWNER (Name and Address):

Bradford Development
100 W. Plant St., Winter Garden, FL 34787
(407) 656-8075

CONSTRUCTION CONTRACT

Date:

Amount: **\$1,521,189.00**

Description (Name and Location): **Bella Florista located in Seminole County, Florida**

BOND

Date (Not earlier than Construction Contract Date):

Amount: **\$1,521,189.00**

Modifications to this Bond:

None

See Page 6

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Nile Underground Technologies, Inc.

Signature: _____

Name and Title: _____

SURETY

Company: _____ (Corporate Seal)
First National Insurance Company of America

Signature: _____

Name and Title: **Jennifer L. McCarta**
Attorney-In-Fact & Florida Licensed Resident Agent

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER:

Guignard Company
1904 Boothe Circle
Longwood, FL 32750
(407) 834-0022

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

Madden Engineering, Inc.
431 East Horatio Ave., Suite 260
Maitland, Florida 32751

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

THIS BOND HEREBY IS AMENDED SO THAT THE PROVISIONS FOR TIME, NOTICE AND OTHER LIMITATIONS OF SECTION 713.245 OR 713.23, FLORIDA STATUTES, WHICHEVER IS APPLICABLE, ARE INCORPORATED HEREIN BY REFERENCE.

THIS BOND COMPLIES WITH THE TERRORISM RISK INSURANCE ACT OF 2002 (TRIA)

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

- 1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
- 2 With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
- 3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
- 4 The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2 Claimants who do not have a direct contract with the Contractor:
 - .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
- 5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
- 6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
- 7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- 8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- 9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this

Bond No. 6211320

EXHIBIT B

IMPORTANT NOTICE TO SURETY BOND CUSTOMERS REGARDING THE TERRORISM RISK INSURANCE ACT OF 2002

As a surety bond customer of one of the SAFECO insurance companies (SAFECO Insurance Company of America, General Insurance Company of America, First National Insurance Company, American States Insurance Company or American Economy Insurance Company), it is our duty to notify you that the Terrorism Risk Insurance Act of 2002 extends to "surety insurance". This means that under certain circumstances we may be eligible for reimbursement of certain surety bond losses by the United States government under a formula established by this Act.

Under this formula, the United States government pays 90% of losses caused by certified acts of terrorism that exceed a statutorily established deductible to be paid by the insurance company providing the bond. The Act also establishes a \$100 billion cap for the total of all losses to be paid by all insurers for certified acts of terrorism. Losses on some or all of your bonds may be subject to this cap.

This notice does not modify any of the existing terms and conditions of this bond, the underlying agreement guaranteed by this bond, any statutes governing the terms of this bond or any generally applicable rules of law.

At this time there is no premium change resulting from this Act.



POWER OF ATTORNEY

FIRST NATIONAL INSURANCE COMPANY OF AMERICA
PO BOX 34526
SEATTLE, WA 98124-1526

FIRST NATIONAL SURETY
PO BOX 34526
SEATTLE, WA 98124-1526

No. 12833

KNOW ALL BY THESE PRESENTS:

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint
*****J. W. GUIGNARD; BRYCE R. GUIGNARD; M. GARY FRANCIS; PAUL J. CIAMBRIELLO; MARGIE L. MORRIS; BRETT A. RAGLAND; APRIL L. LIVELY;
JENNIFER L. MCCARTA; KATIE N. BIRD; Longwood, Florida*****

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 22nd day of June, 2004

CHRISTINE MEAD, SECRETARY

MIKE MCGAVICK, PRESIDENT

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Christine Mead, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this _____ day of _____



CHRISTINE MEAD, SECRETARY

BK 320PG 1056

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Veramonte Subdivision

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Brian Walker

EXT: 7337

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the final plat for the Veramonte Subdivision located on the corner of Long Pond Road and west of Interstate 4 in Section 13, Township 20 south, Range 29 east.

District 5 Brenda Carey

Brian Walker

BACKGROUND:

The applicant, KMT Development LLC., is requesting final plat approval for a 48 lot single family residential subdivision. The proposed subdivision is 51.44 +/- acres in size and zoned as a Planned Unit Development.

The proposed subdivision will be served by Seminole County water and sanitary system. Reclaim for irrigation is also available and will be connected.

Staff has reviewed the plat and finds that it complies with Chapter 35 of the Seminole County Land Development Code and Chapter 177, Florida Statutes. The applicant has posted a performance bond in compliance with SCLDC 35.44 (e) *Additional Required Legal Submittals* (1) *Bonds* to guarantee all infrastructure improvements.

STAFF RECOMMENDATION:

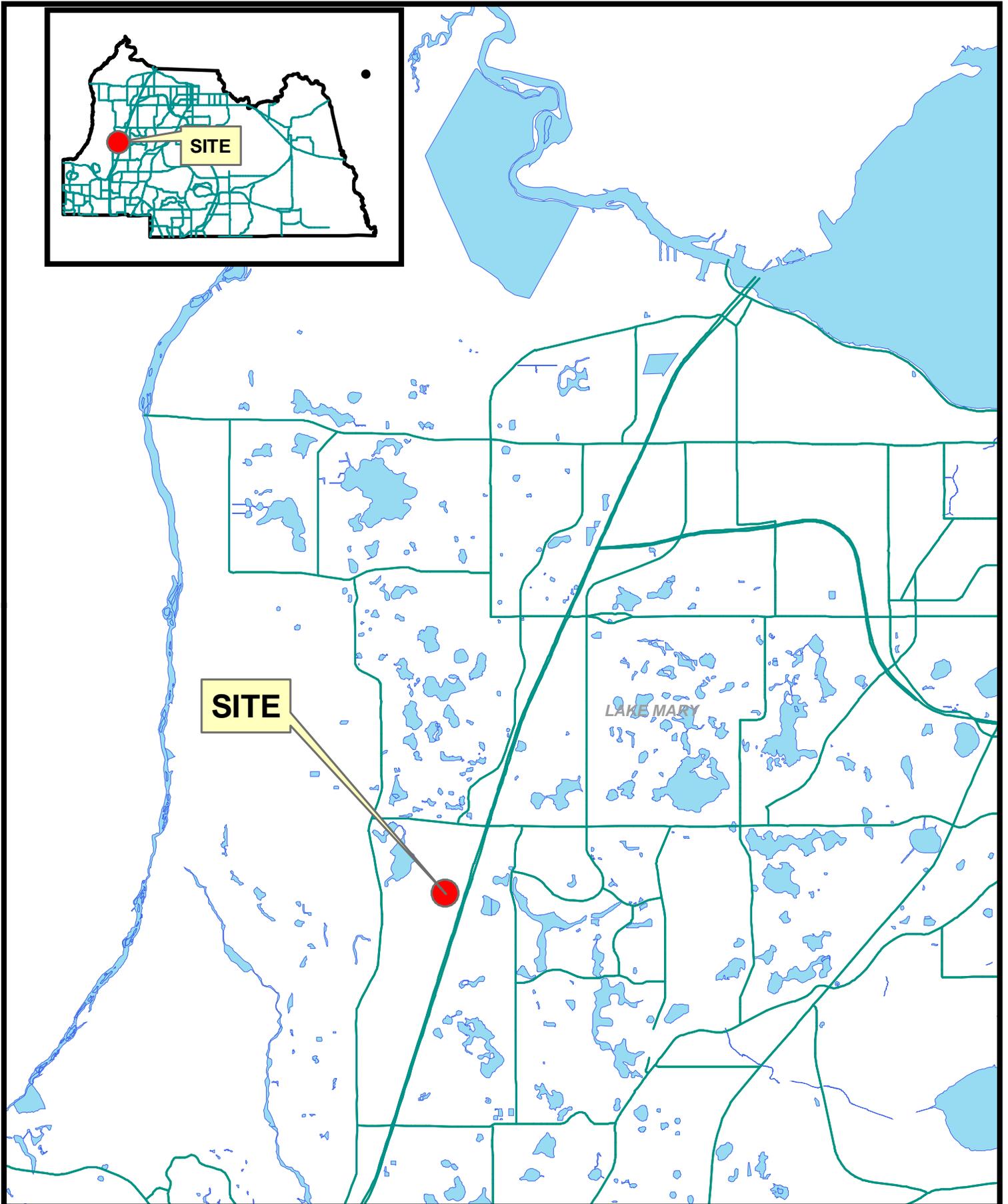
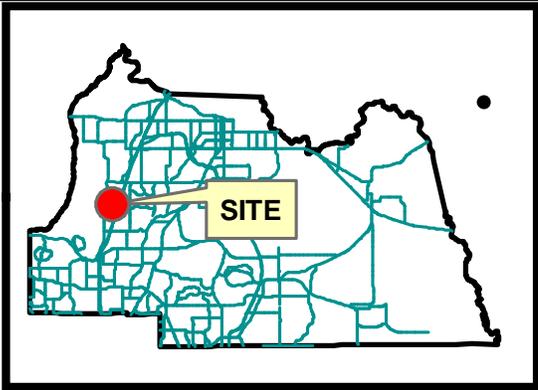
Staff recommends that the Board approve and authorize the Chairman to execute the final plat for the Veramonte Subdivision located on the corner of Long Pond Road and west of Interstate 4 in Section 13, Township 20 south, Range 29 east.

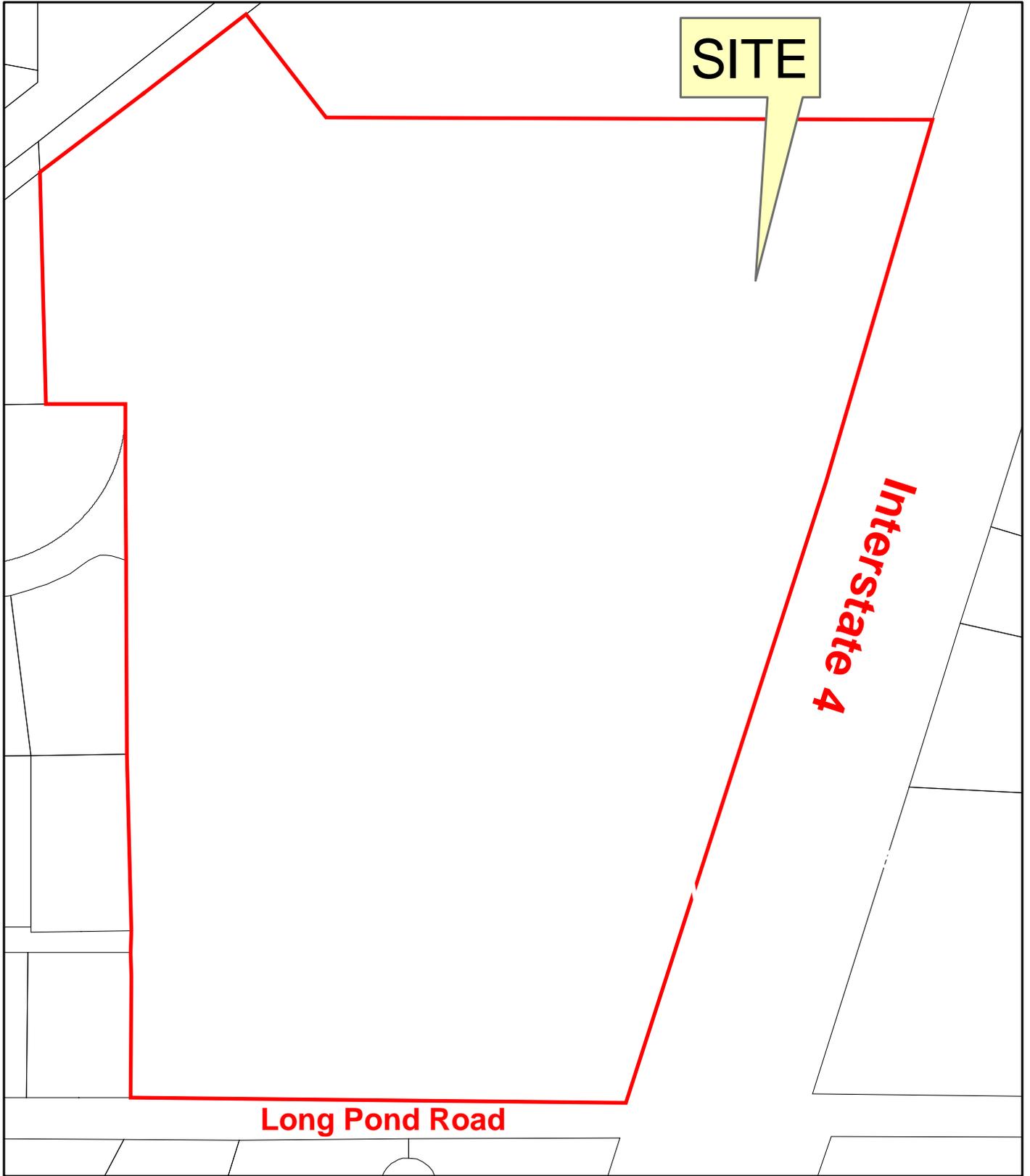
ATTACHMENTS:

1. Veramonte Area
2. Veramonte Location Map
3. Veramonte Aerial Map
4. Reduced Copy of Veramonte Final Plat

Additionally Reviewed By:

County Attorney Review (Kimberly Romano)





Veramonte Subdivision

Final Plat





Veramonte Subdivision

Final Plat



VERAMONTE

SHEET 1 OF 6

LOCATED IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 29 EAST,
SEMINOLE COUNTY, FLORIDA

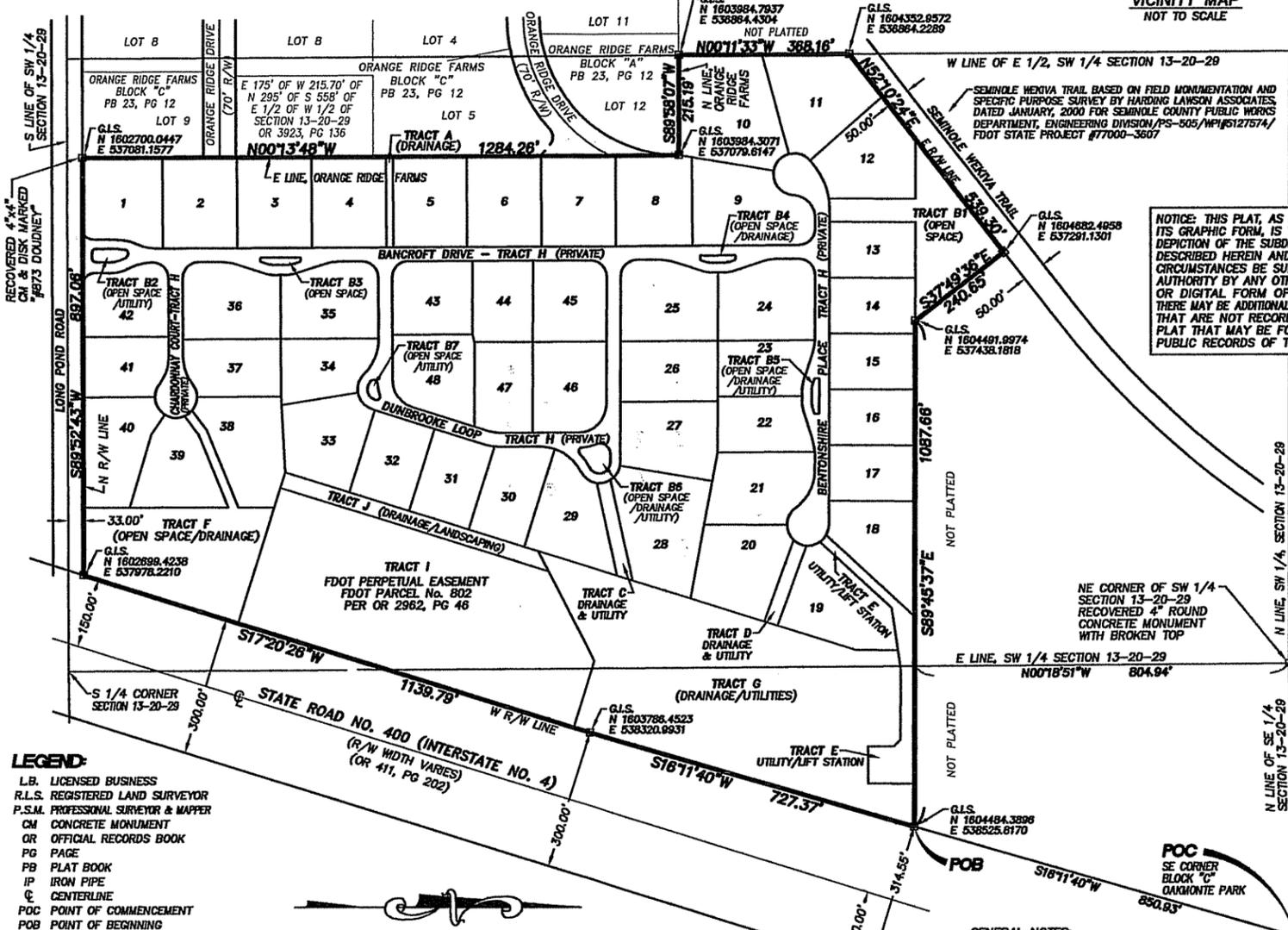
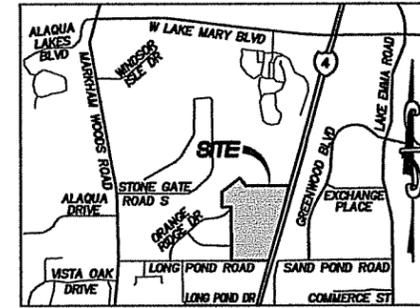
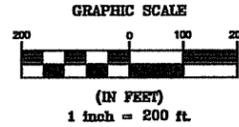
PLAT BOOK PAGE
VERAMONTE DEDICATION

DESCRIPTION:

A PORTION OF LAND IN THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 29 EAST, SEMINOLE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF BLOCK "C", OAKMONTE PARK ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGE 75 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, AS A POINT OF REFERENCE, SAID POINT BEING ON THE WEST RIGHT OF WAY LINE OF STATE ROAD NO. 400; THENCE RUN S16°11'40"W, ALONG SAID WEST RIGHT OF WAY LINE, 850.93 FEET TO THE POINT OF BEGINNING; THENCE RUN N89°45'37"W, 1087.66 FEET; THENCE RUN N37°49'38"W, 240.65 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SEMINOLE WEKIVA TRAIL (A 50' RIGHT OF WAY); THENCE RUN S52°10'24"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 539.30 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE RUN S00°11'33"E, ALONG SAID WEST LINE, 215.18 FEET TO THE NORTH LINE OF ORANGE RIDGE FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 23, PAGE 12 OF THE SEMINOLE COUNTY PUBLIC RECORDS; THENCE RUN N89°58'07"E, ALONG SAID NORTH LINE, 215.18 FEET TO THE EAST LINE OF SAID PLAT; THENCE RUN S00°13'48"W, ALONG SAID EAST LINE, 1284.28 FEET TO THE NORTH RIGHT OF WAY LINE OF LONG POND ROAD (A 66' RIGHT OF WAY); THENCE RUN N89°52'43"E, ALONG SAID NORTH RIGHT OF WAY LINE, 897.06 FEET TO THE AFORESAID WEST RIGHT OF WAY OF STATE ROAD NO. 400; THENCE RUN N17°20'26"E, ALONG SAID WEST RIGHT OF WAY, 1139.78 FEET; THENCE RUN N16°11'40"E, CONTINUING ALONG SAID WEST RIGHT OF WAY, 727.37 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 51.443 ACRES MORE OR LESS.



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND:

- LB. LICENSED BUSINESS
- R.L.S. REGISTERED LAND SURVEYOR
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- CM CONCRETE MONUMENT
- OR OFFICIAL RECORDS BOOK
- PG PAGE
- PB PLAT BOOK
- IP IRON PIPE
- CL CENTERLINE
- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING
- FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
- NR NON-RADIAL
- PC POINT OF CURVATURE
- PI POINT OF INTERSECTION
- PT POINT OF TANGENCY
- POC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- RP RADIUS POINT
- DE DRAINAGE EASEMENT
- UE UTILITY EASEMENT
- SWE SIDEWALK EASEMENT
- R/W RIGHT OF WAY
- SF SQUARE FEET
- (TYP) TYPICAL



1160 Solana Avenue, Winter Park, Florida 32789 (407) 645-1332 01022.014

LOT #	GROSS AREA (SF)	NET BUILDABLE AREA (SF)	LOT #	GROSS AREA (SF)	NET BUILDABLE AREA (SF)	LOT #	GROSS AREA (SF)	NET BUILDABLE AREA (SF)
1	31,272	15,705	17	22,200	12,000	33	31,071	17,356
2	31,200	18,200	18	30,377	16,687	34	24,229	12,941
3	31,200	18,200	19	36,125	22,156	35	32,690	17,992
4	31,200	18,200	20	34,143	19,587	36	32,692	17,994
5	31,200	18,200	21	32,075	18,664	37	24,911	14,047
6	31,200	18,200	22	23,331	12,808	38	34,238	19,687
7	31,200	18,200	23	23,342	12,803	39	27,263	15,471
8	32,109	18,650	24	34,628	19,287	40	32,329	17,365
9	40,118	20,308	25	34,634	19,308	41	22,874	12,132
10	48,885	26,048	26	27,301	15,951	42	26,827	13,125
11	37,731	19,354	27	32,292	19,333	43	27,193	12,912
12	33,875	18,490	28	43,678	26,545	44	22,709	12,100
13	22,200	12,000	29	30,536	16,851	45	27,558	13,638
14	22,200	12,000	30	25,723	14,078	46	30,248	15,975
15	22,200	12,000	31	24,987	13,801	47	24,089	13,457
16	22,200	12,000	32	24,975	13,800	48	29,848	15,108

- GENERAL NOTES:**
- DENOTES SET PERMANENT REFERENCE MONUMENT, A 4"x4" CONCRETE MONUMENT "PRM LB 5736", UNLESS NOTED OTHERWISE.
 - DENOTES SET PERMANENT CONTROL POINT, A NAIL AND DISC "PCP LB 5736", UNLESS NOTED OTHERWISE.
 - BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF BLOCK "C", OAKMONTE PARK PER THE PLAT THEREOF AS BEING S88°56'45"W.
 - ALL LOT LINES ARE RADIAL UNLESS NOTED (NR) NOT RADIAL.

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON THIS _____ DAY OF _____, 2007, AT _____ FILE NO. _____ MARYANNE MORSE, CLERK OF THE COURT IN AND FOR SEMINOLE COUNTY, FLORIDA

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND WITNESSED BY THE OFFICER NAMED BELOW ON THIS _____ DAY OF _____ 2007.

KMT DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY

MARK A. CRONE, MANAGER

STATE OF FLORIDA, COUNTY OF SEMINOLE

I HEREBY CERTIFY, THAT ON THIS _____ DAY OF _____ 2007, BEFORE ME, PERSONALLY APPEARED MARK A. CRONE, MANAGER OF KMT DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WHO IS PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL AND OFFICER DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED AS SUCH OFFICER DULY AUTHORIZED, AND THAT SAID DEDICATION IS THE ACT AND DEED OF SAID COMPANY.

CERTIFICATE OF SURVEYOR AND MAPPER

I HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION, AND THAT THE SURVEY DATA CONTAINED HEREIN COMPLES WITH ALL THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES. I FURTHER CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF CHAPTER 177.091 (7) REGARDING "PERMANENT REFERENCE MONUMENTS," THAT THE LAND IS LOCATED IN SEMINOLE COUNTY, FLORIDA, AND THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER PURSUANT TO SECTION 177.081 OF THE FLORIDA STATUTES.

SIGNED _____ DATED _____

ROBERT D. M. SEARS, P.S.M. SEARS SURVEYING COMPANY
FLORIDA REGISTRATION NO. 4263 1160 SOLANA AVENUE
LICENSED BUSINESS NO. 5736 WINTER PARK, FLORIDA 32789

CERTIFICATE OF REVIEW BY COUNTY SURVEYOR

I HAVE REVIEWED THIS PLAT AND FIND IT TO BE IN CONFORMITY WITH CHAPTER 177 OF THE FLORIDA STATUTES.

_____ DATED _____

STEVE L. WESSELS, SEMINOLE COUNTY SURVEYOR, FLORIDA REGISTRATION NO. 4589

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____ 2007, THE FOREGOING PLAT WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA.

BY _____ DATED _____

PRINTED NAME: _____

ATTENT: _____

CLERK OF THE BOARD

PRINTED NAME: _____

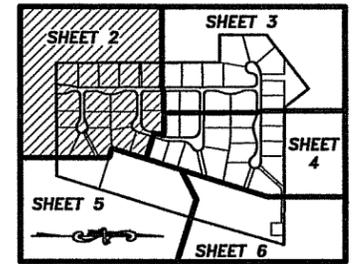
VERAMONTE

LOCATED IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 29 EAST,
SEMINOLE COUNTY, FLORIDA

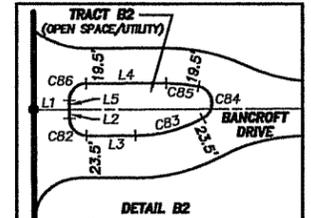
SHEET 2 OF 6

PLAT
BOOK

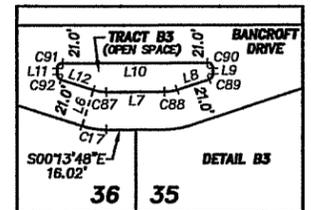
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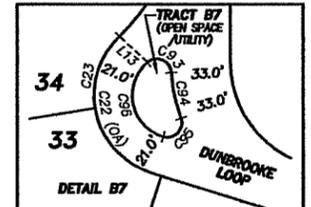
KEY MAP
NOT TO SCALE



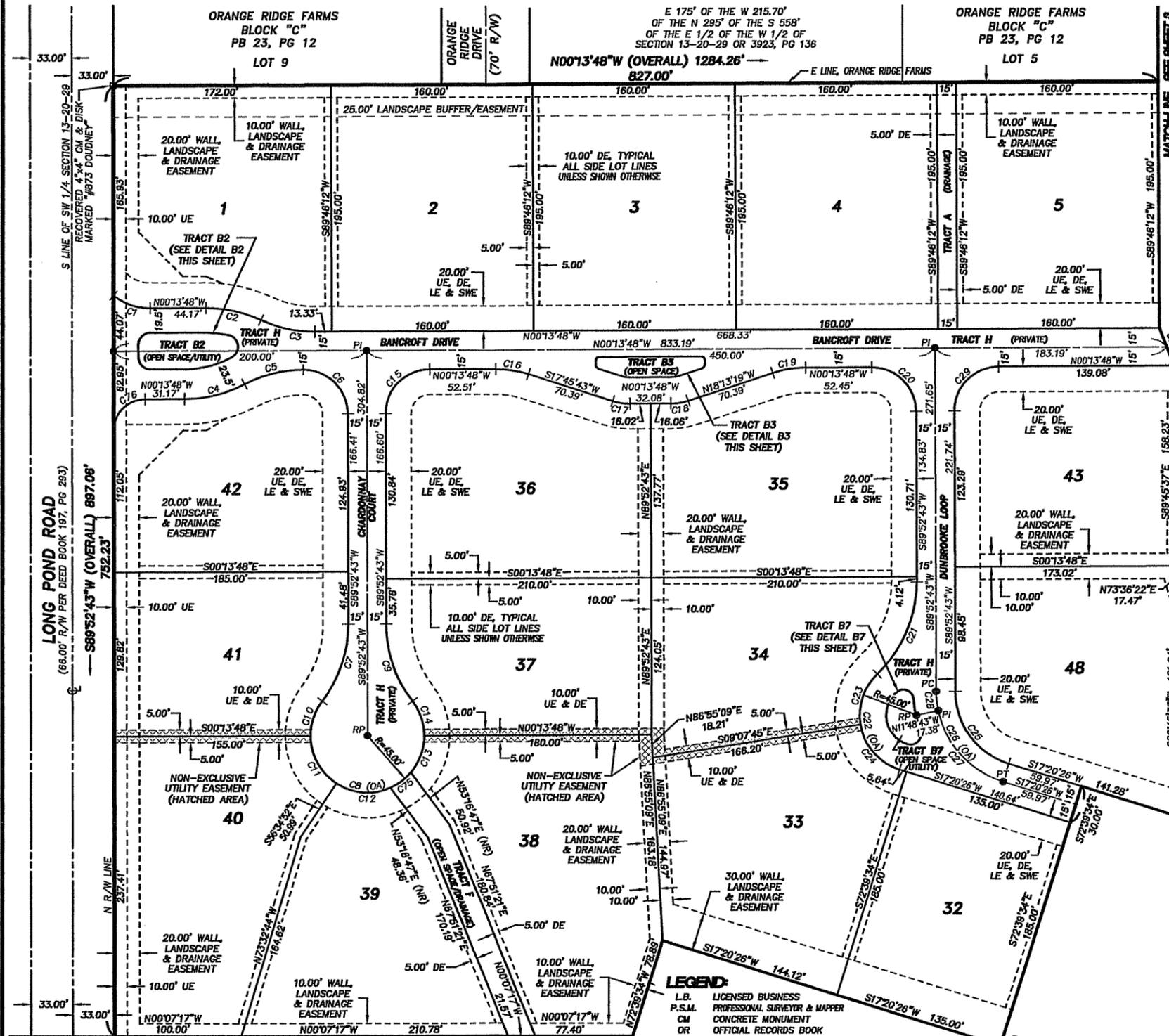
DETAIL B2



DETAIL B3



DETAIL B7



MATCH-LINE SEE SHEET 5

SEE SHEET 4
SEE SHEET 5
MATCH-LINE

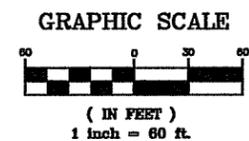
LINE TABLE

LINE	LENGTH	BEARING
L1	18.62'	N00°13'48"W
L2	5.00'	N89°46'12"E
L3	26.93'	N00°13'48"W
L4	44.20'	N00°13'48"W
L5	5.00'	N89°46'12"E
L6	21.00'	N72°14'17"W
L7	32.08'	N00°13'48"W
L8	18.69'	N18°13'19"W
L9	3.25'	N89°46'12"E
L10	80.00'	N00°13'48"W
L11	3.25'	N89°46'12"E
L12	18.69'	S17°45'43"W
L13	21.08'	N42°57'02"E

- LEGEND:**
- L.B. LICENSED BUSINESS
 - P.S.M. PROFESSIONAL SURVEYOR & MAPPER
 - CM CONCRETE MONUMENT
 - OR OFFICIAL RECORDS BOOK
 - PG PAGE
 - PL PLAT BOOK
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 - PCC POINT OF COMPOUND CURVATURE
 - PRC POINT OF REVERSE CURVATURE
 - RP RADIUS POINT
 - DE DRAINAGE EASEMENT
 - LE LANDSCAPE EASEMENT
 - UE UTILITY EASEMENT
 - SWE SIDEWALK EASEMENT
 - R/W RIGHT OF WAY
 - (TYP) TYPICAL

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	38°12'38"	47.00'	31.34'	N18°52'32"E	30.77'
C2	24°59'13"	103.00'	44.92'	S12°15'49"W	44.56'
C3	24°59'13"	100.00'	43.61'	N12°15'48"E	43.27'
C4	27°32'19"	103.00'	49.51'	N13°59'57"W	49.03'
C5	27°32'19"	100.00'	48.06'	S13°59'57"E	47.60'
C6	90°06'31"	35.00'	55.04'	S44°49'28"W	49.54'
C7	37°31'25"	100.00'	65.49'	N71°21'35"W	64.33'
CB (OA)	255°02'49"	45.00'	200.31'	N00°07'17"W	71.38'
C9	37°31'25"	100.00'	65.49'	N71°07'01"E	64.33'
C10	37°31'25"	45.00'	29.56'	S71°24'50"E	29.03'
C11	56°21'05"	45.00'	44.28'	N81°35'40"E	42.50'
C12	57°17'58"	45.00'	45.00'	N04°46'09"E	43.15'
C13	40°40'12"	45.00'	31.94'	N69°53'41"W	31.28'
C14	37°24'54"	45.00'	29.39'	S71°03'45"W	28.87'
C15	89°53'29"	35.00'	54.91'	S45°10'32"E	49.45'
C16	17°59'31"	84.00'	26.38'	S08°45'58"W	26.27'
C17	17°59'31"	44.00'	13.82'	N08°45'58"E	13.76'
C18	17°59'31"	44.00'	13.82'	N09°13'33"W	13.76'
C19	17°59'31"	84.00'	26.38'	S09°13'33"E	26.27'
C20	90°06'31"	35.00'	55.04'	S44°49'28"W	49.54'
C21	46°38'53"	100.00'	81.42'	N66°47'50"W	78.19'
C22 (OA)	119°11'40"	45.00'	93.61'	N78°56'01"E	77.82'
C23	55°39'21"	45.00'	43.71'	S71°18'04"E	42.01'
C24	63°31'49"	45.00'	49.80'	N49°06'20"E	47.38'
C25	72°32'17"	60.00'	75.96'	N53°36'34"E	70.99'
C26 (OA)	72°32'17"	75.00'	94.95'	N53°36'34"E	88.74'
C27	60°50'51"	75.00'	79.65'	N47°45'52"E	75.98'
C28	11°41'26"	75.00'	15.30'	N84°02'00"E	15.28'
C29	89°53'29"	35.00'	54.91'	S45°10'32"E	49.45'
C75	25°40'45"	45.00'	20.17'	N38°43'13"W	20.00'
C76	89°53'29"	25.00'	39.22'	S45°10'32"E	35.32'
C82	90°00'00"	9.50'	14.92'	N44°46'12"E	13.44'
C83	28°10'47"	79.50'	39.10'	N14°19'11"W	38.71'
C84	139°30'17"	9.50'	23.13'	S81°50'17"W	17.83'
C85	12°18'56"	83.50'	17.95'	S05°55'40"W	17.91'
C86	90°00'00"	9.50'	14.92'	S45°13'48"E	13.44'
C87	17°59'31"	23.00'	7.22'	N08°45'58"E	7.19'
C88	17°59'31"	23.00'	7.22'	N09°13'33"W	7.19'
C89	72°00'29"	3.00'	3.77'	N54°13'33"W	3.53'
C90	90°00'00"	3.00'	4.71'	S44°46'12"W	4.24'
C91	90°00'00"	3.00'	4.71'	S45°13'48"E	4.24'
C92	72°00'29"	3.00'	3.77'	N53°45'58"E	3.53'
C93	126°31'20"	8.00'	17.67'	S22°55'41"W	14.28'
C94	18°00'07"	93.00'	25.97'	N78°11'17"E	25.89'
C95	126°31'20"	8.00'	17.67'	N46°33'06"W	14.28'
C96	122°57'26"	24.00'	51.50'	N78°11'17"E	42.17'



SEARS SURVEYING COMPANY

1160 Solana Avenue, Winter Park, Florida 32789 (407) 645-1332
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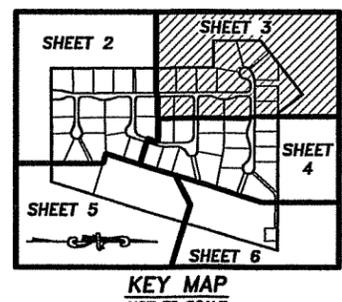
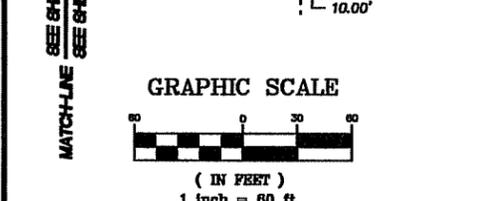
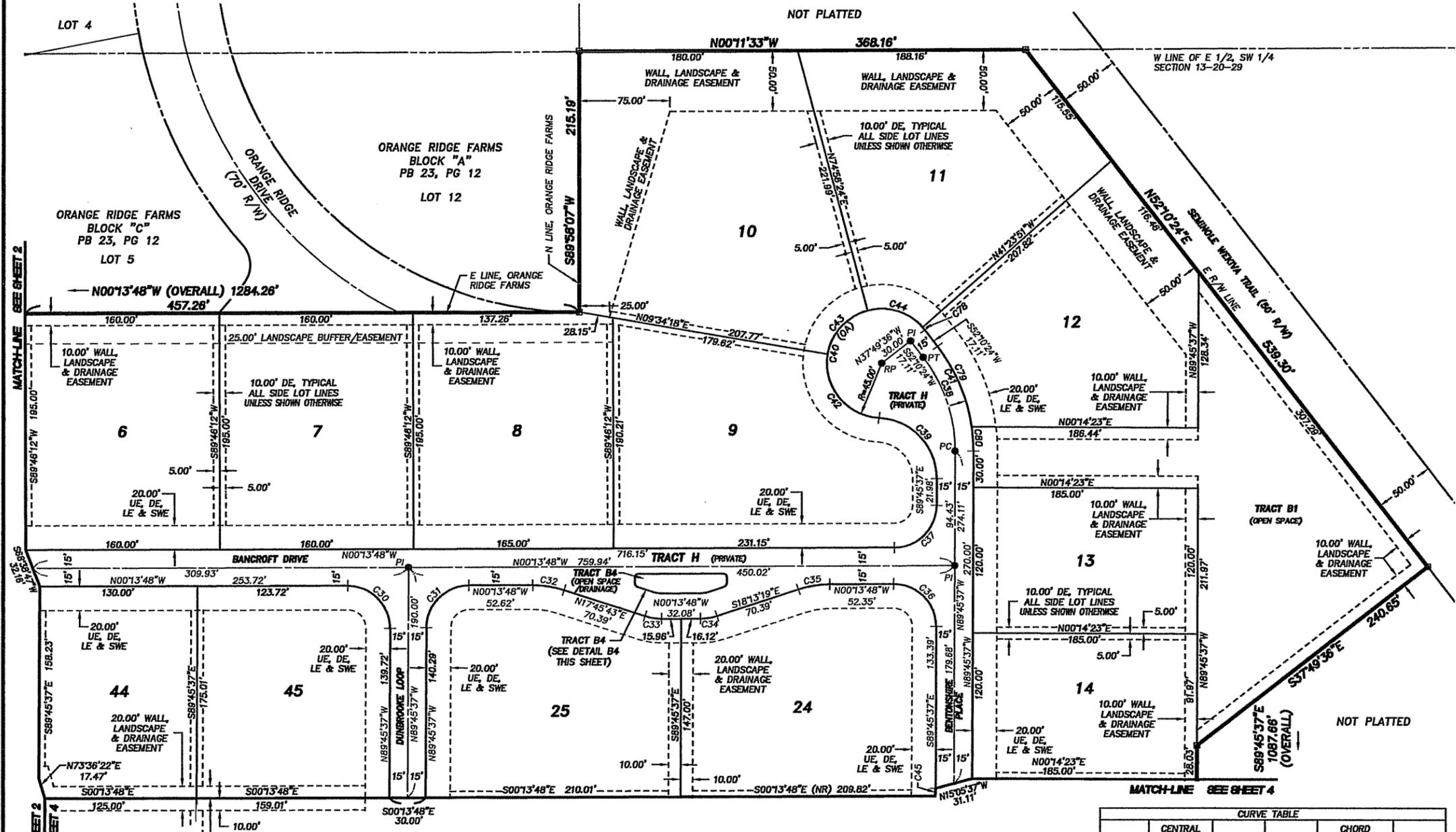
VERAMONTE

LOCATED IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 29 EAST,
SEMINOLE COUNTY, FLORIDA

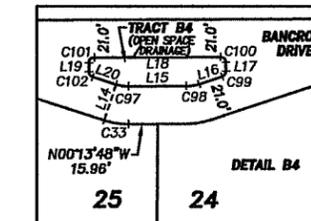
SHEET 3 OF 6

PLAT
BOOK

PAGE



- LEGEND:**
- L.B. LICENSED BUSINESS PROFESSIONAL SURVEYOR & MAPPER
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 - LE LANDSCAPE EASEMENT
 - UE UTILITY EASEMENT
 - SWE SIDEWALK EASEMENT
 - R/W RIGHT OF WAY
 - (TYP) TYPICAL



LINE TABLE

LINE	LENGTH	BEARING
L14	21.00'	N72°14'17"W
L15	32.08'	N00°13'48"W
L16	13.44'	S18°13'19"E
L17	4.87'	N89°46'12"E
L18	70.00'	N00°13'48"W
L19	4.87'	N89°46'12"E
L20	13.44'	N17°45'43"E

CURVE TABLE

CURVE	CENTRAL ANGLE	RADIUS	LENGTH	CHORD BEARING	CHORD
C30	90°28'11"	35.00'	55.26'	S45°00'18"W	49.70'
C31	89°31'49"	35.00'	54.69'	S44°59'42"E	49.29'
C32	17°59'31"	84.00'	26.38'	S08°45'58"W	26.27'
C33	17°59'31"	44.00'	13.82'	N08°45'58"E	13.76'
C34	17°59'31"	44.00'	13.82'	N08°45'58"E	13.76'
C35	17°59'31"	84.00'	26.38'	S09°13'33"E	26.27'
C36	90°28'11"	35.00'	55.26'	S45°00'18"W	49.70'
C37	89°31'49"	35.00'	54.69'	N44°59'42"W	49.29'
C38	38°03'59"	125.00'	83.05'	S71°12'23"W	81.53'
C39	87°26'29"	50.00'	76.31'	S48°31'08"W	69.11'
C40 (OA)	228°22'30"	45.00'	180.15'	S82°30'51"E	81.77'
C41	38°03'59"	140.00'	93.01'	S71°12'23"W	91.31'
C42	98°48'25"	45.00'	78.01'	N51°11'08"E	67.29'
C43	66°22'06"	45.00'	51.34'	S47°44'39"E	48.60'
C44	63°39'45"	45.00'	50.00'	S18°46'17"W	47.47'
C45	03°34'15"	110.00'	6.34'	N88°06'37"W	6.34'
C78	03°34'15"	45.00'	2.80'	S50°23'16"W	2.80'
C79	28°51'12"	140.00'	72.95'	S67°06'00"W	72.12'
C80	08°12'48"	140.00'	20.07'	S88°07'59"W	20.05'
C97	17°59'31"	23.00'	7.22'	N08°45'58"E	7.19'
C98	17°59'31"	23.00'	7.22'	N09°13'33"W	7.19'
C99	72°00'29"	3.00'	3.77'	N54°13'33"W	3.53'
C100	90°00'00"	3.00'	4.71'	S44°46'12"W	4.24'
C101	90°00'00"	3.00'	4.71'	S45°13'48"E	4.24'
C102	72°00'29"	3.00'	3.77'	N53°45'58"E	3.53'



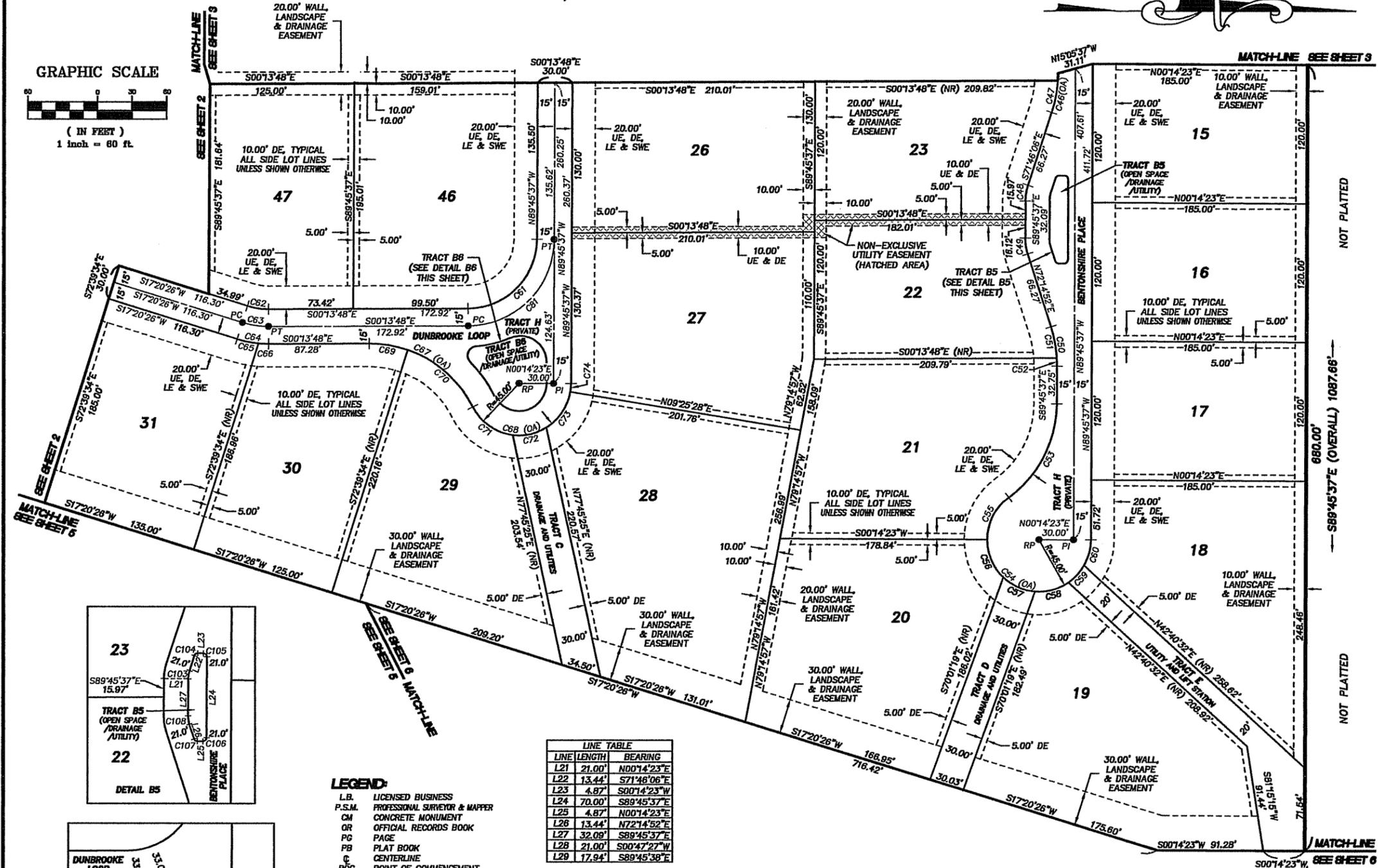
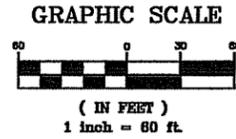
VERAMONTE

LOCATED IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 29 EAST,
SEMINOLE COUNTY, FLORIDA

SHEET 4 OF 6

PLAT
BOOK

PAGE



VERAMONTE

LOCATED IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 29 EAST,
SEMINOLE COUNTY, FLORIDA

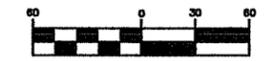
SHEET 5 OF 6

PLAT
BOOK

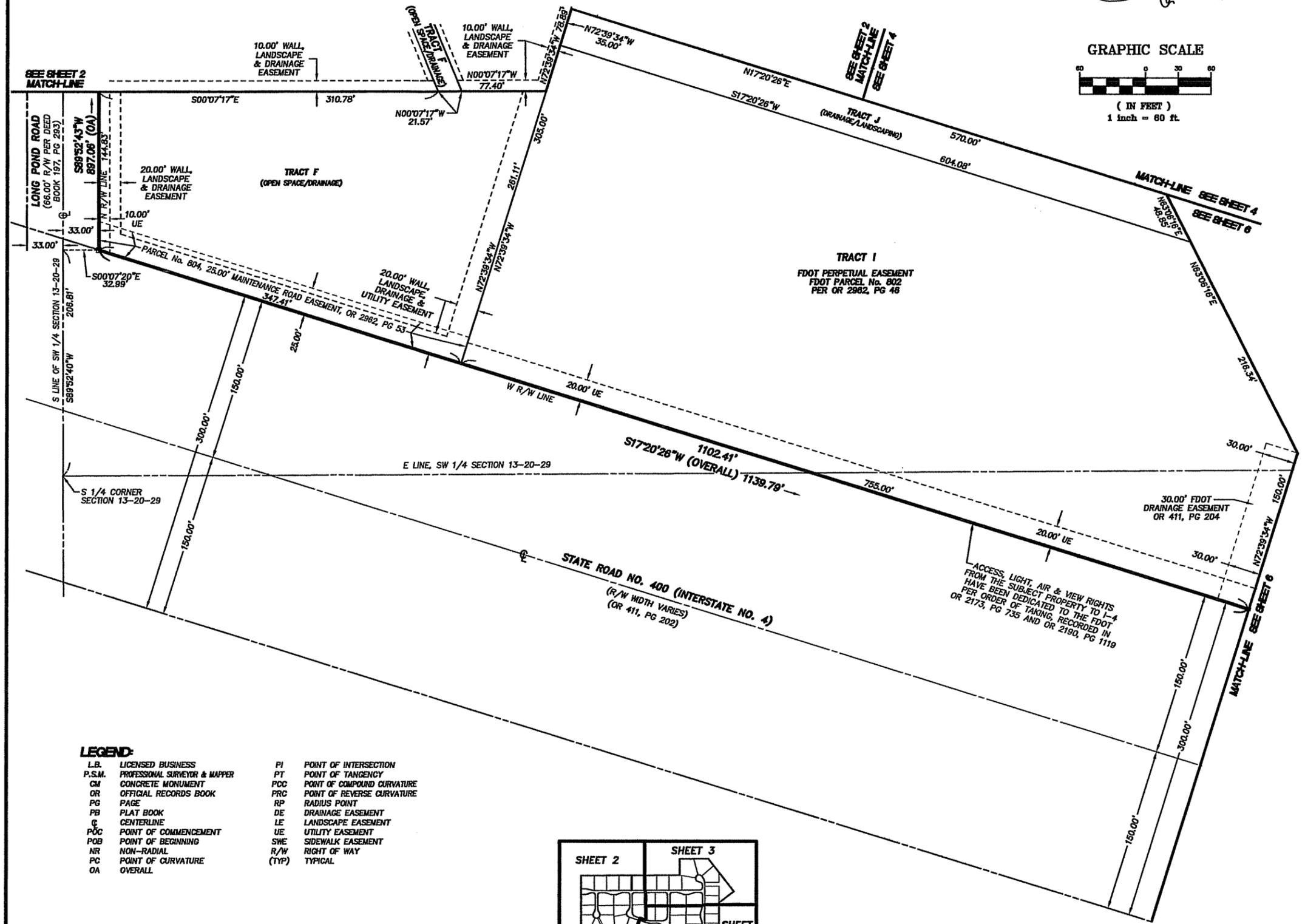
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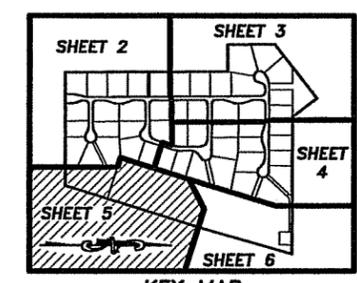


(IN FEET)
1 inch = 60 ft.



LEGEND:

- | | | | |
|--------|--------------------------------|-------|-----------------------------|
| L.B. | LICENSED BUSINESS | PI | POINT OF INTERSECTION |
| P.S.M. | PROFESSIONAL SURVEYOR & MAPPER | PT | POINT OF TANGENCY |
| CM | CONCRETE MONUMENT | PCC | POINT OF COMPOUND CURVATURE |
| OR | OFFICIAL RECORDS BOOK | PRC | POINT OF REVERSE CURVATURE |
| PG | PAGE | RP | RADIUS POINT |
| PB | PLAT BOOK | DE | DRAINAGE EASEMENT |
| C | CENTERLINE | LE | LANDSCAPE EASEMENT |
| POC | POINT OF COMMENCEMENT | UE | UTILITY EASEMENT |
| POB | POINT OF BEGINNING | SWE | SIDEWALK EASEMENT |
| NR | NON-RADIAL | R/W | RIGHT OF WAY |
| PC | POINT OF CURVATURE | (TYP) | TYPICAL |
| OA | OVERALL | | |



KEY MAP
NOT TO SCALE



1160 Solana Avenue, Winter Park, Florida 32789 (407) 645-1332
01022.014

VERAMONTE

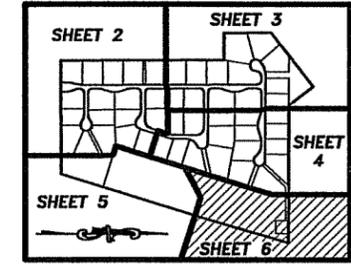
LOCATED IN SECTION 13, TOWNSHIP 20 SOUTH, RANGE 29 EAST,
SEMINOLE COUNTY, FLORIDA

SHEET 6 OF 6

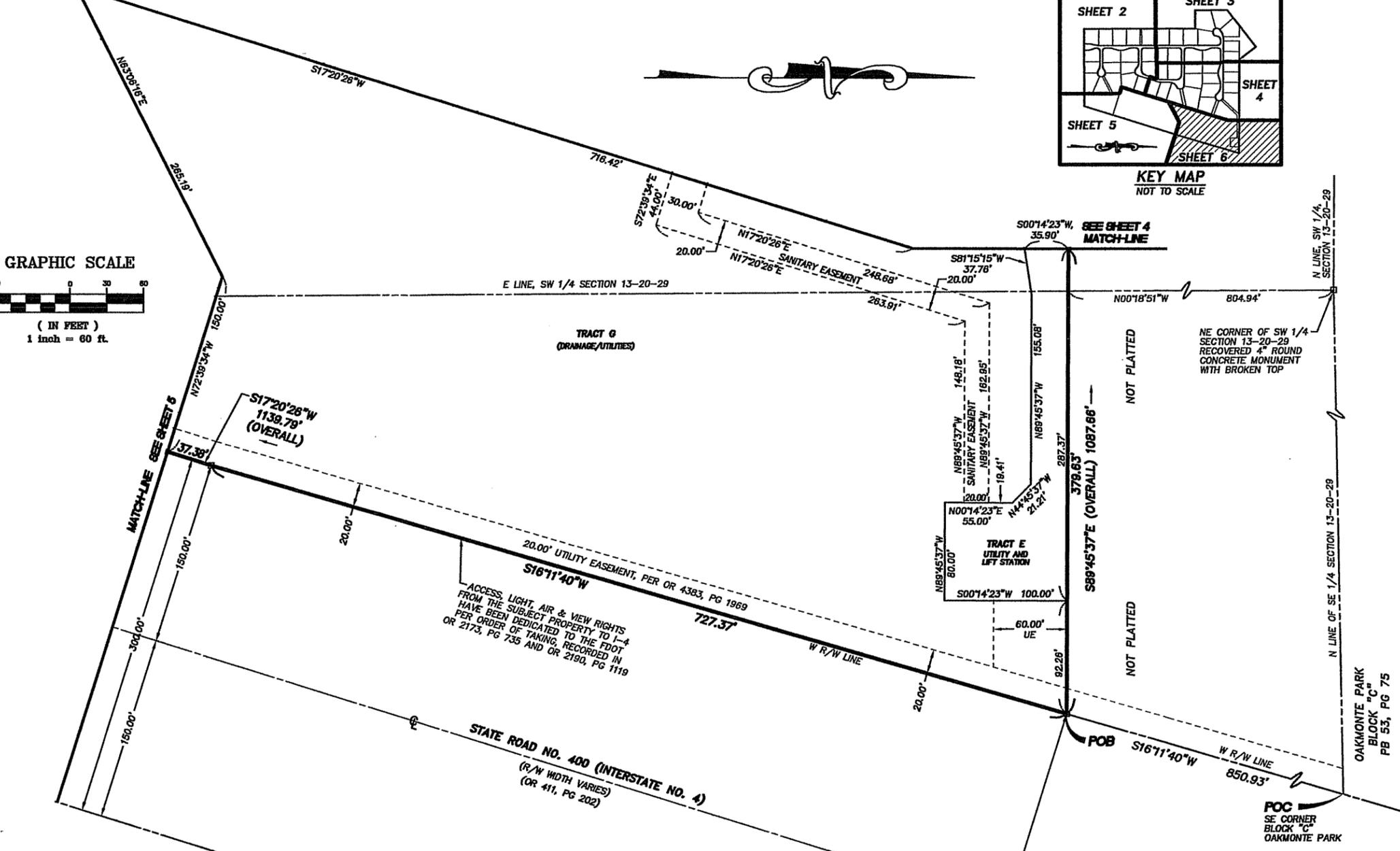
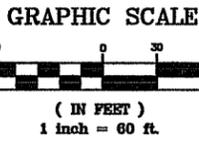
PLAT
BOOK

PAGE

SEE SHEET 4
MATCH-LINE
SEE SHEET 5



KEY MAP
NOT TO SCALE



ACCESS, LIGHT, AIR & VIEW RIGHTS
FROM THE SUBJECT PROPERTY TO I-4
HAVE BEEN DEDICATED TO THE FDOT
PER ORDER OF TAKING, RECORDED IN
OR 2173, PG 735 AND OR 2190, PG 1119

- LEGEND:**
- L.B. LICENSED BUSINESS
 - P.S.M. PROFESSIONAL SURVEYOR & MAPPER
 - CM CONCRETE MONUMENT
 - OR OFFICIAL RECORDS BOOK
 - PG PAGE
 - PB PLAT BOOK
 - C CENTERLINE
 - POC POINT OF COMMENCEMENT
 - POB POINT OF BEGINNING
 - NR NON-RADIAL
 - PC POINT OF CURVATURE
 - PI POINT OF INTERSECTION
 - PT POINT OF TANGENCY
 - PCC POINT OF COMPOUND CURVATURE
 - PRC POINT OF REVERSE CURVATURE
 - RP RADIUS POINT
 - DE DRAINAGE EASEMENT
 - LE LANDSCAPE EASEMENT
 - UE UTILITY EASEMENT
 - SWE SIDEWALK EASEMENT
 - R/W RIGHT OF WAY
 - (TYP) TYPICAL

**SEARS
SURVEYING
COMPANY**

1160 Solana Avenue, Winter Park, Florida 32789 (407) 645-1332
01022.014

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Annual Interlocal Agreement with LYNX for Public Transit Services - FY2008

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Dick Boyer

EXT:

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the "Interlocal Agreement For Public Transit Services Between Seminole County and The Central Florida Regional Transportation Authority" (LYNX) for Fiscal Year 2008.

County-wide

Sheryl Stolzenberg

BACKGROUND:

On September 25, 2007, the Board approved the County's FY 2007/2008 budget. The budget appropriated \$4,389,805 for transit services to be provided by the Central Florida Regional Transportation Authority (LYNX). In addition to the County payment for LYNX services, the cities of Altamonte Springs and Sanford will pay LYNX directly \$130,000 and \$100,000 respectively, in support of fixed route services.

The City of Oviedo has budgeted a total of \$76,231 toward the cost of Link 47 and ADA paratransit service to City residents. The City will be invoiced this amount by the County during the fiscal year, thus reducing the County's total cost to \$4,313,574.

Attached is the proposed Interlocal Agreement between the County and LYNX to provide fixed bus route service and paratransit services to county residents and businesses. Attached to the Agreement and made part of the Agreement are two exhibits:

- Exhibit A provides a map of each fixed bus route that the Interlocal Agreement covers.
- Exhibit B provides a breakout of the major costs making up the County's payment for FY 2008 as well as the cost of each bus route.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the "Interlocal Agreement For Public Transit Services Between Seminole County and The Central Florida Regional Transportation Authority" (LYNX) for Fiscal Year 2008.

ATTACHMENTS:

1. Interlocal Agreement

Additionally Reviewed By:

- Budget Review (Karen Huffman, Lisa Spriggs)
- County Attorney Review (Arnold Schneider)

**INTERLOCAL AGREEMENT FOR PUBLIC TRANSIT SERVICES
BETWEEN SEMINOLE COUNTY AND
THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between SEMINOLE COUNTY, a charter county and a political subdivision of the State of Florida, whose address is 1101 E. First Street, Sanford, Florida 32771 (hereinafter "COUNTY") and the CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose address is 455 N. Garland Avenue, Orlando, Florida 32801-1128 (hereinafter "LYNX").

W I T N E S S E T H

WHEREAS, Part II, Chapter 163, Florida Statutes (the "Local Government Comprehensive Planning and Land Development Regulation Act") provides *inter alia* that specific public facilities and services must be available concurrently with the impacts of development; and

WHEREAS, increasing traffic congestion and continued population growth require an efficient and convenient public transit service; and

WHEREAS, the COUNTY recognizes the need to provide public transit services in an efficient manner and acknowledges the benefits of increased ridership on the regional public transit system and offers a viable alternative to private automobile travel; and

WHEREAS, LYNX desires to provide alternative public transit services within Seminole County; and

WHEREAS, the COUNTY now desires to provide LYNX with specified amounts of funding to support the operation of a public transportation service within Seminole County.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the COUNTY and LYNX agree as follows:

SECTION 1. RECITALS. The COUNTY and LYNX hereby declare that the recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

SECTION 2. LYNX SERVICE AND REPORTING REQUIREMENTS. In consideration of the funding provided by the COUNTY, LYNX agrees to provide the services and reports specified in this Agreement.

2.01 SERVICE REQUIREMENTS AND FUNDING:



(a) Subject to paragraph (e) of this section, LYNX shall provide, at a minimum, the level of services, routes, and scheduling identified in Exhibit "A" hereto, which Exhibit is incorporated by reference into this Agreement. LYNX shall also maintain "ACCESS LYNX" paratransit service and "VANPOOL" service in Seminole County during the term of this Agreement. As payment and consideration for the provision of such services by LYNX, COUNTY shall pay the amount of FOUR MILLION THREE HUNDRED EIGHT-NINE THOUSAND EIGHT HUNDRED FIVE AND NO/100 DOLLARS (\$4,389,805.00) pursuant to the terms and conditions of Section 3 of this Agreement.

(b) The intent of the parties is for the above-described level of funding to be allocated among the various bus routes and schedules described in Exhibit "A" according to the distribution of funding shown in Exhibit "B" to this Agreement, which Exhibits are incorporated herein by reference. The parties agree that the COUNTY funding is not the only source of funding for said minimum levels of service and mere insufficiency of funds from the COUNTY shall not be grounds for unilateral reductions or alterations by LYNX to the minimum levels of public transit services envisioned herein.

(c) The Executive Director for LYNX, or his or her designee, and the COUNTY Manager, or his or her designee, shall meet periodically (and in any event when requested by either party no less frequently than quarterly) during  the term of this Agreement for the purpose of evaluating the adequacy of the minimum levels of service and the need for alterations thereto. If the parties mutually agree that the routing, scheduling, or allocated COUNTY funding by route and type of service needs to be revised to reflect changes in ridership, public demand for service, or for any other reason, this Agreement may be amended pursuant to Section 12 hereof. No material revisions to minimum levels of service shall be implemented in the absence of amendment to this Agreement.

(d) In no event shall COUNTY be required to provide additional funding beyond that authorized in this Agreement unless through mutual consent as evidenced by formal amendment to this Agreement.

(e) LYNX shall not be in default of this Agreement for failing to maintain the minimum levels of services described in Exhibits "A" and "B" in the event of intervening circumstances beyond its control such as an outbreak of war, act of terrorism, act of God, riots, imposition of martial law, curfew, unusually severe weather, fuel shortages, decrees of federal, state or local officials pursuant to a declared state of emergency, or similar compelling circumstances or other catastrophic event. However, LYNX shall resume the agreed upon services as soon as possible after such adverse conditions have ceased.

2.02 REPORTING REQUIREMENTS. LYNX shall provide the COUNTY a quarterly written performance report reflecting the operations of the prior quarter (collectively referred to as "Performance Measures"). Each quarterly report will include the following items:

- a. Route map and schedule for each route operated in Seminole County if different than Exhibit "A" to this Agreement.
- b. The actual aggregate ridership by transportation mode (Fixed Route bus, ACCESS LYNX, VANPOOL, and special shuttles) in the form of the official LYNX Monthly Ridership Reports by route number.
- c. Operational Service Characteristics Report for current services and contemporaneous updates.
- d. A comparison of actual revenue and expenditures to budgeted revenues and expenditures.

e. LYNX Route Performance report, which reports and ranks each route monthly based on the following:

- Subsidy per passenger trip
- Passengers per trip
- Passengers per revenue hour
- Passengers per revenue mile
- Percent farebox return (percent of operating cost recovered through farebox)

f. Scheduled and actual Revenue Miles.

g. Scheduled and actual Revenue Hours.

h. Any other information the COUNTY reasonably requests.

i. An historical record describing mutually agreed upon route changes including, but ~~not~~ limited to:

- i. Addition of Route(s)
- ii. Elimination of Route(s)
- iii. Combination of Routes
- iv. Addition of Evening Service
- v. Addition of Weekend Service
- vi. Other Route Scheduling Changes
- vii. Running Time Adjustment

Quarterly reporting periods shall end on December 31, March 31, June 30, and September 30, and said reports shall be submitted to the person identified in Section 8 hereof at the end of each quarter.

On an annual basis, within thirty (30) days of receipt, LYNX shall provide the COUNTY with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter, which information shall also be delivered to the person identified in Section 10 of this Agreement.

SECTION 3. TERMS OF PAYMENT AND PERMITTED USE OF COUNTY FUNDS

(a) The COUNTY agrees to appropriate FOUR MILLION THREE HUNDRED EIGHT-NINE THOUSAND EIGHT HUNDRED FIVE AND NO/100 DOLLARS (\$4,389,805.00) to LYNX for Fiscal Year 2007-2008. The funding is to be utilized by LYNX to provide public transit services in accordance with this Agreement. Such funds  appropriated in the COUNTY's FY 2007-2008 Budget shall be paid in monthly installments which shall be due and payable on the first of each month.

Said monthly installments shall be in the amount of THREE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTEEN AND 08/100 DOLLARS (\$365,817.08) for the first eleven (11) payments. The twelfth and final scheduled payment shall be in the amount of THREE HUNDRED SIXTY-FIVE THOUSAND EIGHT HUNDRED SEVENTEEN AND 12/100 DOLLARS (\$365,817.12). The foregoing notwithstanding and by virtue of the execution date of this Agreement, the first installment shall be the cumulative amount due for all outstanding payments since October 1, 2007 had this Agreement been in effect as of that date.

(b) LYNX agrees to utilize the funds received from the COUNTY in accordance with the terms of this Agreement and to take all reasonable and necessary actions in a timely manner to initiate, implement, and operate the public transportation services in accordance with the terms of this Agreement. LYNX further agrees to demonstrate such initiation, implementation, and completion of such improvements by submitting reports to the COUNTY as set forth in Section 2 of this Agreement.

SECTION 4. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement shall become effective on the date of execution by the last party signing said Agreement. This Agreement shall expire on September 30, 2008, unless renewed or extended by mutual agreement in a written instrument of equal dignity herewith.



SECTION 5. INTERPRETATION OF AGREEMENT

(a) In the event any provision of this Agreement conflicts with, or appears to conflict with, the other terms of this Agreement, it shall be interpreted as a whole to resolve any inconsistency. The parties agree to engage in positive and constructive communication to ensure that positive collaboration of the parties occurs.

(b) The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, this Agreement was drafted jointly by all parties and no

parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

(c) The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

SECTION 6. CONTROLLING LAWS

(a) This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and all duly adopted ordinances, regulations, and policies of the COUNTY now in effect and those hereinafter adopted.

(b) The parties to this  Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the actions contemplated by this Agreement.

SECTION 7. ALTERNATIVE DISPUTE RESOLUTION AND LITIGATION. The parties agree to cooperatively interpret and implement this Agreement in good faith. In the event that a dispute arises, the first level of contact for resolution shall be the Executive Director of Lynx or his/her designee and the County Manager or his/her designee. If the matter cannot be amicably resolved at that level, then the parties shall engage in the alternative dispute resolution under the terms of Chapter 164, Florida Statutes, the cost of which shall be shared equally. The parties hereto agree that they shall not pursue

litigation unless and until all good faith efforts at alternative dispute resolution (ADR) have been exhausted. The venue for any state actions shall be the Ninth Judicial Circuit in and for Orange County, Florida and the U.S. District Court for the Middle District of Florida, Orlando Division, as to federal actions. Each party shall be responsible for its own attorneys fees for any proceedings contemplated herein, regardless of the outcome.

SECTION 8. NOTICES.

(a) All notices, consents, approvals, required reports, waivers, and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:



FOR COUNTY:

Cynthia A. Coto, County Manager
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

Planning and Development Director
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

Fiscal Services Director
Seminole County Services Building
1101 E. First Street
Sanford, FL 32771

FOR LYNX:

Linda S. Watson, Chief Executive Officer
Central Florida Transportation Authority
455 N. Garland Avenue

Orlando, FL 32801-1128

Albert J. Francis, II, Chief Financial Officer
Central Florida Transportation Authority
455 N. Garland Avenue
Orlando, FL 32801-1128

Patrick Christiansen, Esq.
Akerman, Senterfitt & Eidson, PA
Post Office Box 231
Orlando, FL 32802

(b) Changes in designation of the persons to be noticed may be made by written notice sent by Registered U.S. Mail, return receipt requested, by the changing party to the other party without the need for formal amendment to this Agreement. Such change shall be effective on the fifth (5th) business day following mailing of such notice.


SECTION 9. ACCESS AND RETENTION OF PUBLIC RECORDS. The parties hereto shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report or such longer period as may be required by federal or state law. The parties shall comply with the public records laws of the State of Florida and all such records shall be available for inspection by any person subject to Chapter 119, Florida Statutes. However, if litigation or an audit has been initiated prior to the expiration of the five (5) year period, the records shall be retained until the litigation or audit findings have been resolved.

SECTION 10. SOVEREIGN IMMUNITY AND RELATED MATTERS: The parties agree that the COUNTY does not operate any of the services to be provided by LYNX under this Agreement; is not responsible for the purchase or maintenance of equipment operated by LYNX; does not employ, train, or otherwise deal with any employees of LYNX; and has no control over the operations of LYNX except as may be stated herein. Accordingly, LYNX hereby assumes responsibility for all claims for personal injury (including death) and property damage arising from its own negligent or intentional torts or those caused by its employees, officers, directors, contractors, or other persons under the control of LYNX. The COUNTY shall be responsible for all of its own negligent or intentional torts or those caused by its employees, agents, elected and appointed officials,  officers, directors, board or committee members, and other persons under its control. The foregoing clauses are simply acknowledgments between the parties that there is no indemnification, and the foregoing clauses shall not in any way be construed to be or in any way interpreted to be any agreement to provide indemnification, and the foregoing clauses shall not in any way be construed to be or in any way interpreted to be any agreement to provide indemnification by one party to the other. Section 768.28, Florida Statutes, shall govern all aspects of sovereign immunity and to the limitation of damages available to each party under sovereign immunity concerning the parties to this Agreement, and each party does not in any way waive any rights to sovereign immunity.

SECTION 11. ETHICAL CONDUCT. The parties agree that they will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the other party or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes.

SECTION 12. MODIFICATION OF AGREEMENT. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing, in an instrument of equal dignity herewith, and duly signed by each of the parties hereto. Such amendment(s) shall be incorporated into this Agreement.

SECTION 13. INDEPENDENT CONTRACTORS. The parties are independent contractors and are  not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the parties, their employees, agents, subcontractors, or assigns during or after the performance of this Agreement.

SECTION 14. ASSIGNMENT/ THIRD PARTY BENEFICIARIES.

(a) Neither COUNTY nor LYNX shall assign, delegate, or otherwise transfer its rights and obligations hereunder to any other party without the prior written consent of the other party.

(b) There are no third party beneficiaries to his Agreement.

SECTION 15. BINDING EFFECT. Subject to provisions of Section 14, this Agreement shall be binding upon and inure to the benefit of

the parties hereto and the successors in interest, transferees, and assigns of the parties; provided, however, this Agreement shall not be deemed to pledge the full faith and credit of any party.

SECTION 16. TERMINATION, BREACH AND REMEDIES

(a) LYNX may terminate this Agreement for good cause upon no less than thirty (30) days prior written notice of intent to terminate delivered to the COUNTY by certified mail, return receipt requested, or by hand delivery with proof of delivery. For purposes of this paragraph, good cause shall consist of COUNTY's breach of any material covenant or term of this Agreement, including particularly the failure of COUNTY to timely make any payments required by Section 3 of this Agreement. Waiver by LYNX of breach of one provision of this Agreement shall not be deemed to  be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(b) The COUNTY may terminate this Agreement with good cause upon thirty (30) days written notice sent to LYNX. For purposes of this paragraph, good cause shall consist of LYNX's breach of any material covenant or term of this Agreement.

(c) In the event of termination, LYNX shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Agreement Term.

(2) Take any other reasonable actions related to the termination of this Agreement as may be required by law or by this Agreement.

(3) Immediately return any unexpended COUNTY funds to the COUNTY.

(4) Decease from making any further commitments of COUNTY funds.

(d) In the event of termination, the COUNTY shall pay for all completed services as of the date of termination.

(e) The following actions shall constitute a breach of this Agreement by LYNX:

(1) Unauthorized or improper use of COUNTY funds.

(2) Material failure  to comply with any requirements of this Agreement.

(3) Unauthorized, unilateral changes in the scope, components, or costs of the Public Transit Services identified in this Agreement.

(4) Submission of fraudulently prepared schedules or reports to the COUNTY.

(f) Waiver by the COUNTY of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(g) In the event LYNX breaches this Agreement, the COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement.

(h) The parties reserve all rights afforded by law and equity to enforce the terms of this Agreement and to recover damages in the event of a breach by the other party subject to Section 7 of this Agreement.

(i) In the event of a breach by either party, the breaching party shall first be given thirty (30) days to cure such breach or default before the non-breaching party can exercise its right to terminate this Agreement.

(j) Recognizing that LYNX has an arrangement with its bus drivers for "bidding" of routes,  which generally require between 90 and 120 days to re-bid, unless LYNX fails to provide said service, this Agreement will, in the event of any default by LYNX, continue through the end of said period to allow said re-bidding of contracts, provided LYNX substantially provides said service through the end of said re-bidding period.

SECTION 17. MISCELLANEOUS.

(a) This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding

the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

(b) If any sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.

(c) The parties acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

(d) The parties certify each to the other that they possess the legal authority to enter into this Agreement and have done all things necessary as conditions precedent to the execution and acceptance of this Agreement with all covenants and assurances contained therein.

(e) The parties further understand that the obligation of LYNX hereunder is subject to the following provisions:

(1) The reasonable determination by LYNX as to the providing of bus service overall as a public transportation agency.

(2) All conditions beyond the reasonable control of LYNX including, but not limited to, acts of God, hurricanes, matters of public safety, availability of fuel, labor issues and disruptions, mechanical breakdowns, etc.

IN WITNESS WHEREOF, the parties hereunder executed this Agreement as of the day and year first written above.

ATTEST: BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney



CENTRAL FLORIDA REGIONAL
TRANSPORTATION AUTHORITY

(seal)

Attest:

PAMELA DURKIN
Executive Assistant

By: _____
LINDA S. WATSON
Chief Executive Officer

Approved by General Counsel
Akerman, Senterfitt & Eidson, PA

By: _____
PATRICK CHRISTIANSEN, Esq.

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day
of _____, 2007, by LINDA S. WATSON, and she acknowledged
before me that she executed the foregoing instrument on behalf of
CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY as its true and deed,
and that she was authorized to do so.

Name:

(seal)

Notary Public

Commission Number:

My Commission Expires:

Attachments:

Exhibit "A" - Scope of Services

Exhibit "B" - Distribution of Funding

AWS:jjr

10/31/2007

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EXHIBIT A

SCOPE OF SERVICES

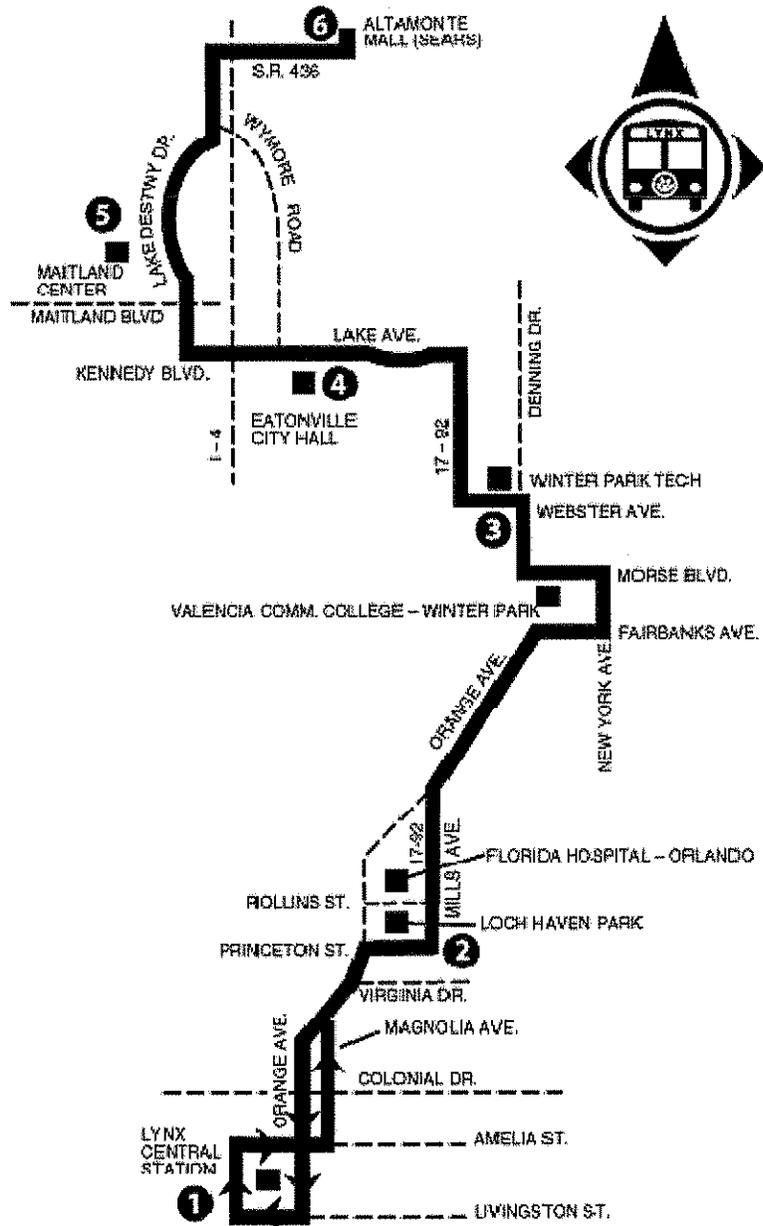
LINK 1 - N ORANGE AVE/ALTAMONTE MALL

POINTS OF INTEREST

LYNX Central Station | Florida Hospital - Orlando | Lock Haven Park | Valencia Community College - Winter Pk | Dept. of Children & Families | Winter Park Tech | Eatonville | Maitland Center | Altamonte Mall |

PRIMARY LINK STOPS

LYNX CENTRAL STATION | EATONVILLE CITY HALL | PRINCETON ST & MILL AVE | MAITLAND CENTER | WEBSTER AVE & DENNING DR | ALTAMONTE MALL



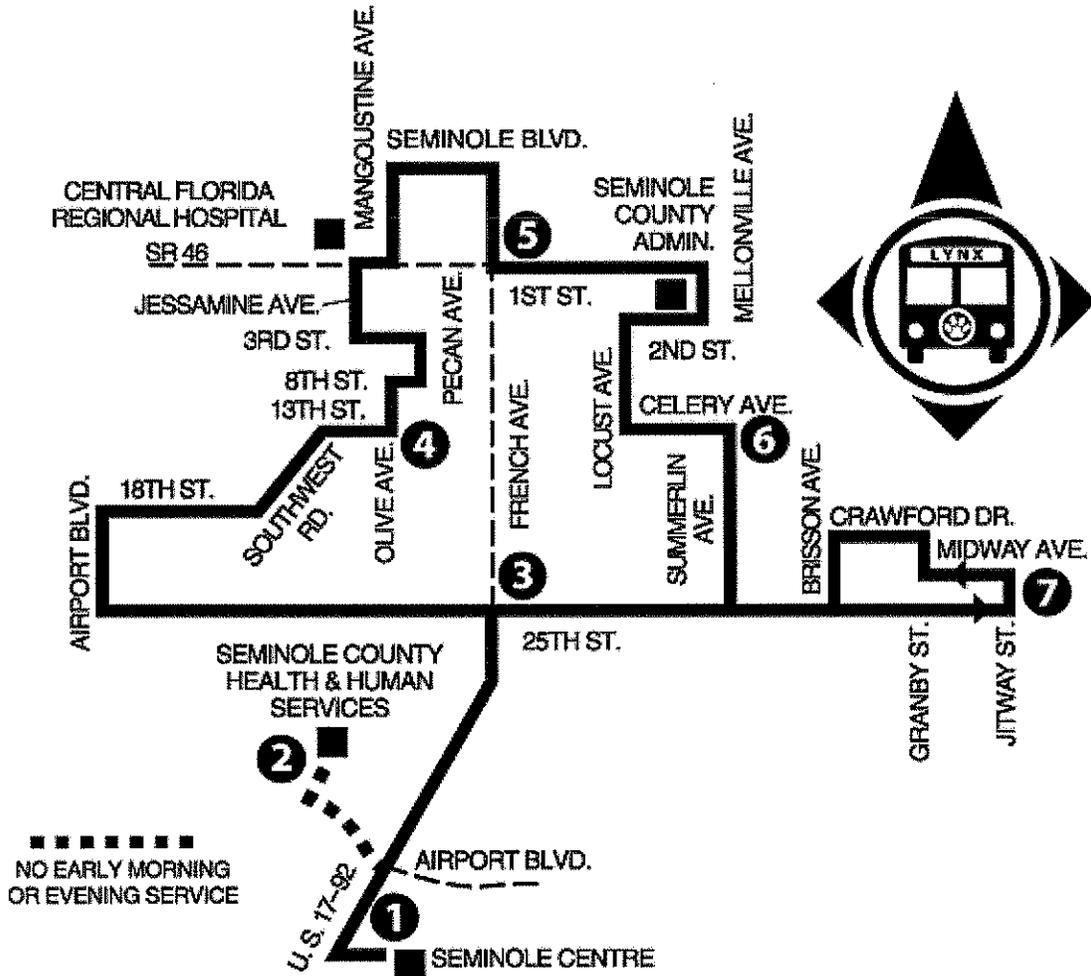
LINK 34 - SANFORD/GOLDSBORO

POINTS OF INTEREST

Seminole Centre | Seminole County Health and Human Services | 25th Street | Central Florida Regional Hospital | Downtown Sanford | Seminole County Administrative Services | Midway |

PRIMARY LINK STOPS

SEMINOLE CENTRE | CELERY ST & SUMMERLIN AVE SEMINOLE HEALTH CENTER | JITWAY ST & MIDWAY AVE US 17/92 (FRENCH AVE) & 25TH ST | US 17/92 (FRENCH AVE) & 25TH ST 13TH ST & OLIVE AVE | SEMINOLE HEALTH CENTER US 17/92 (FRENCH AVE) & 1ST ST | SEMINOLE CENTRE



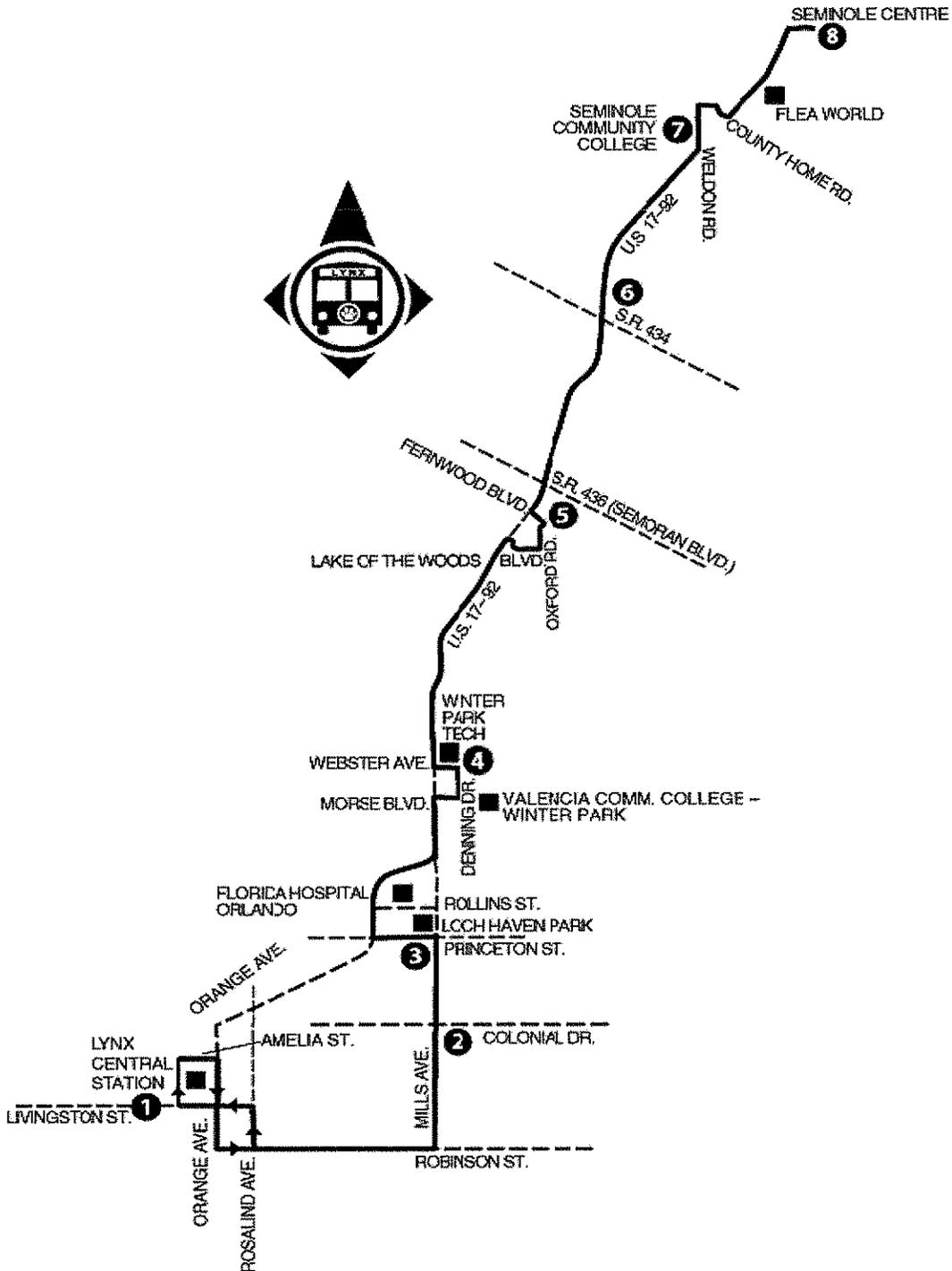
LINK 39 - NORTH US 17-92/SANFORD

POINTS OF INTEREST

LYNX Central Station | Loch Haven Park | Florida Hospital - Orlando | Valencia Community College - Winter Pk | Dept. of Children & Families | Winter Park Tech | Maitland | Fern Park | Seminole Community College | Flea World | Seminole Centre |

PRIMARY LINK STOPS

LYNX CENTRAL STATION | FERNWOOD BLVD & OXFORD RDMILLS AVE & COLONIAL DR | US 17/92 & SR 434PRINCETON ST & MILL AVE | SEMINOLE COMMUNITY COLLEGEWEBSTER AVE & DENNING DR | SEMINOLE CENTRE



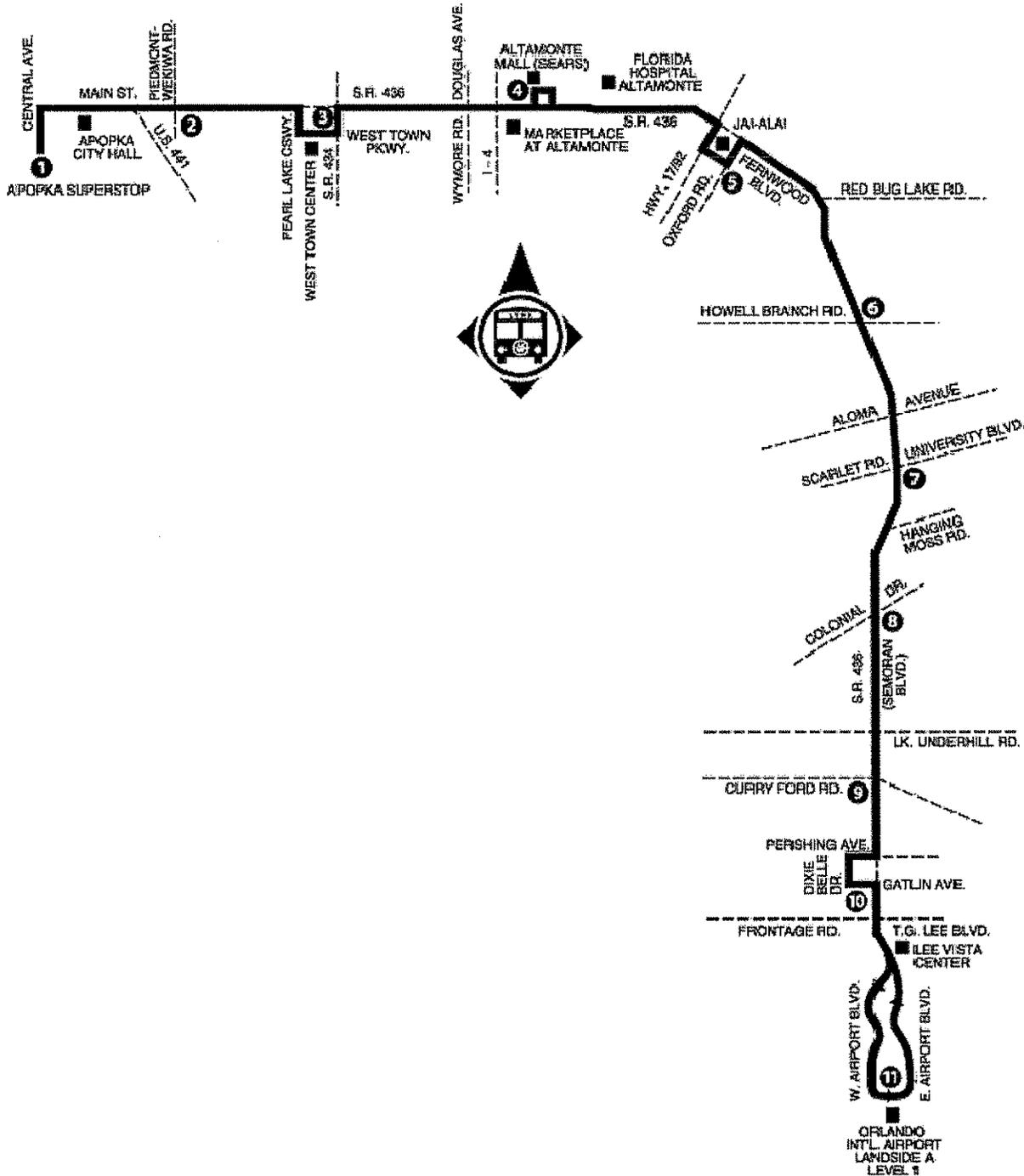
LINK 41 - STATE ROAD 436

POINTS OF INTEREST

Apopka | Apopka Superstop | West Town Center | Altamonte Mall | Florida Hospital Altamonte | Fern Park | Casselberry | Azalea Park | Orlando International Airport |

PRIMARY LINK STOPS

ORLANDO INTERNATIONAL AIRPORT | FERNWOOD BLVD & OXFORD RD DIXIE BELLE DR & GATLIN AVE | FERNWOOD BLVD & OXFORD RD SEMORAN (436) & CURRY FORD RD | ALTAMONTE MALL SEMORAN (436) & COLONIAL (50) | SR 434 & WEST TOWN PKWY SEMORAN (436) & UNIVERSITY BLVD | SR 436 & PIEDMONT-WEKIVA RD SEMORAN (436) & HOWELL BRANCH RD | APOPKA SUPER STOP



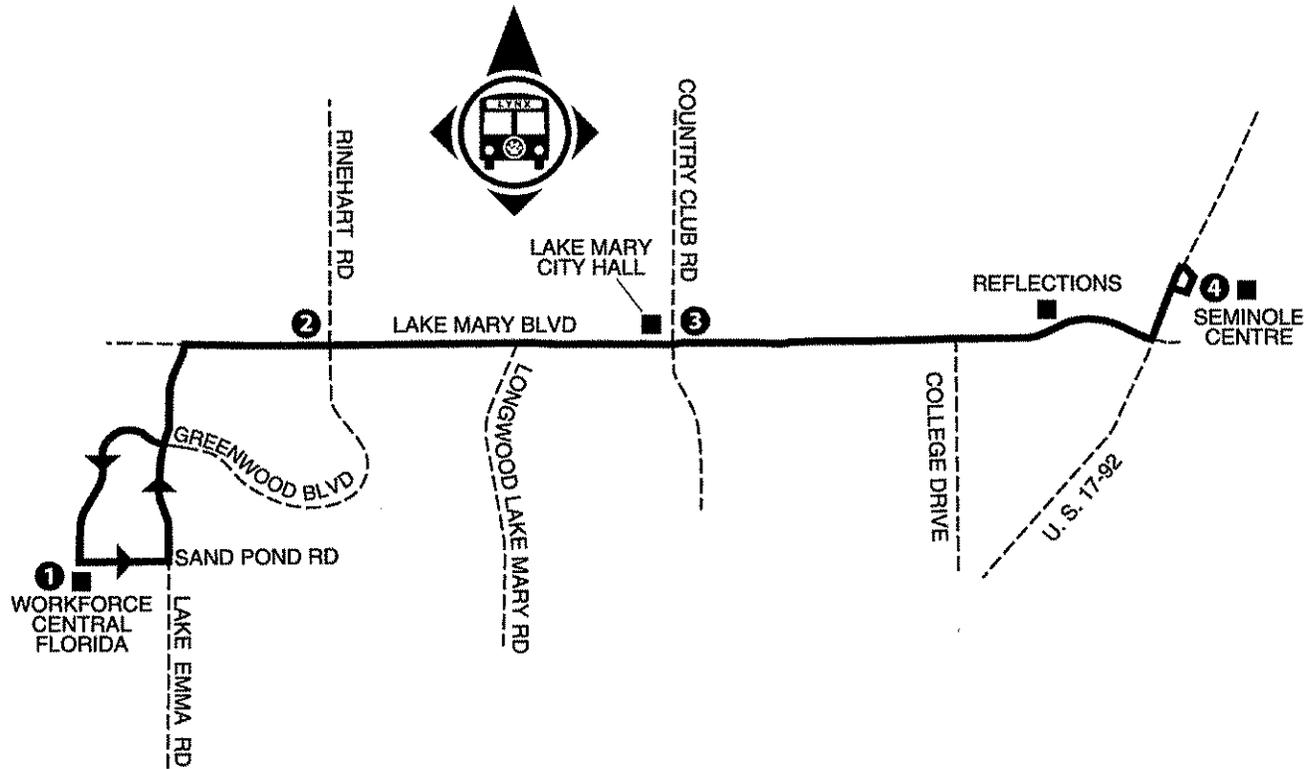
LINK 45 - LAKE MARY

POINTS OF INTEREST

Work Force Central Florida | North Point Commerce Park | Lake Emma Road | Lake Mary Boulevard | Lake Mary City Hall | Reflections | Seminole Centre |

PRIMARY LINK STOPS

GREENWOOD BLVD & SAND POND RD | LAKE MARY BLVD & COUNTRY CLUB RDLAKE MARY BLVD & RINEHART RD | SEMINOLE CENTRE



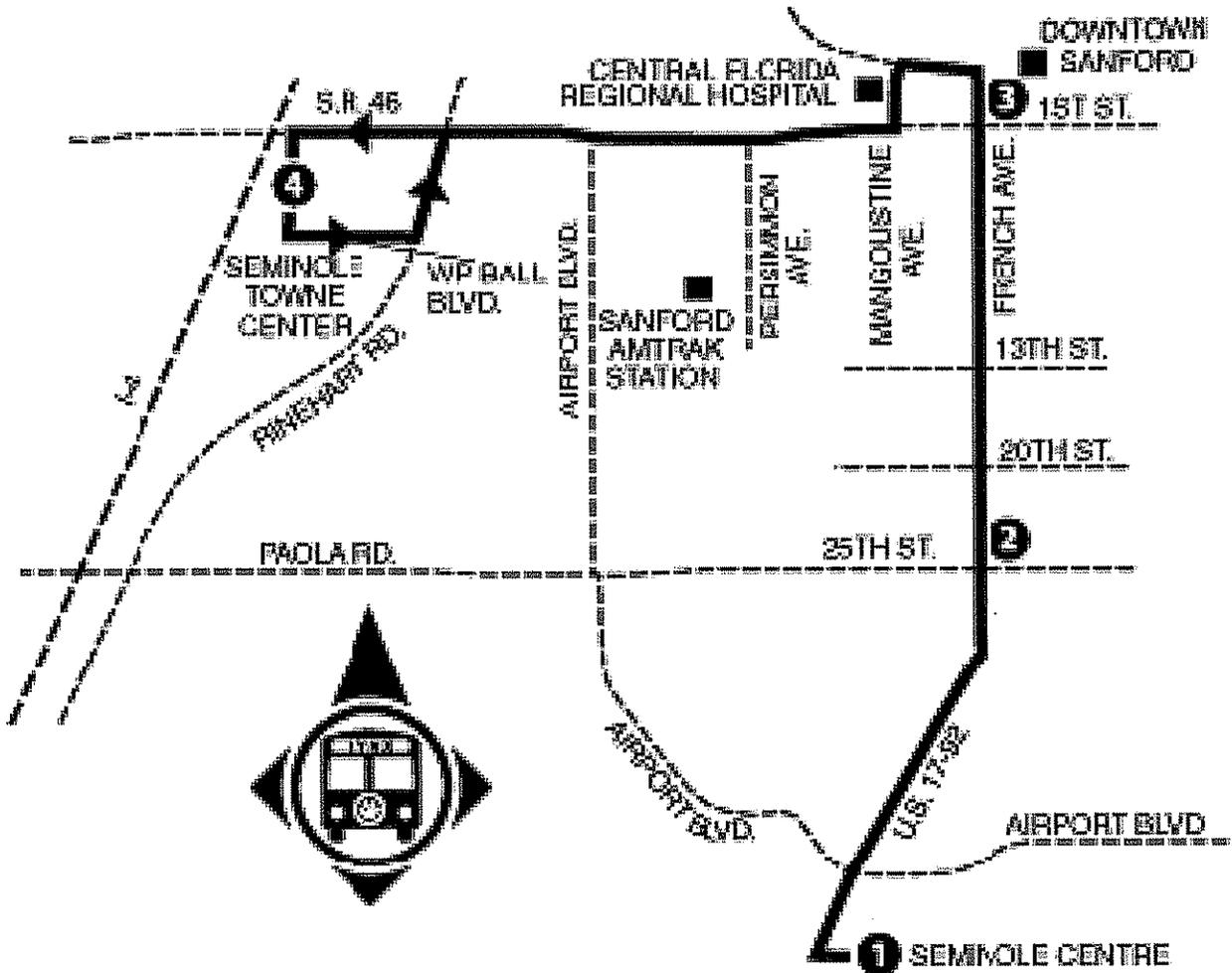
LINK 46 - W SR 46/SEMINOLE TOWNE CENTER

POINTS OF INTEREST

Seminole Centre | French Avenue | Downtown Sanford | Central Florida Regional Hospital |
Seminole Towne Center |

PRIMARY LINK STOPS

SEMINOLE TOWNE CENTER | US 17/92 (FRENCH AVE) & 25TH STUS 17/92 (FRENCH AVE) & 1ST
ST | SEMINOLE CENTRE



LINK 47 - OVIEDO

POINTS OF INTEREST

University of Central Florida | Oviedo Marketplace | Oviedo High School | Broadway Street | Jackson Woods | Alafaya Woods | Seminole Community College |

PRIMARY LINK STOPS

UCF SUPERSTOP | SEMINOLE COMM COLLEGE OVIEDO ALAFAYA TR & ALAFAYA WOODS BLVD | REED AVE & JACKSON ST ALAFAYA WDS BLVD & M HAMMOCK RD | OVIEDO MARKETPLACE

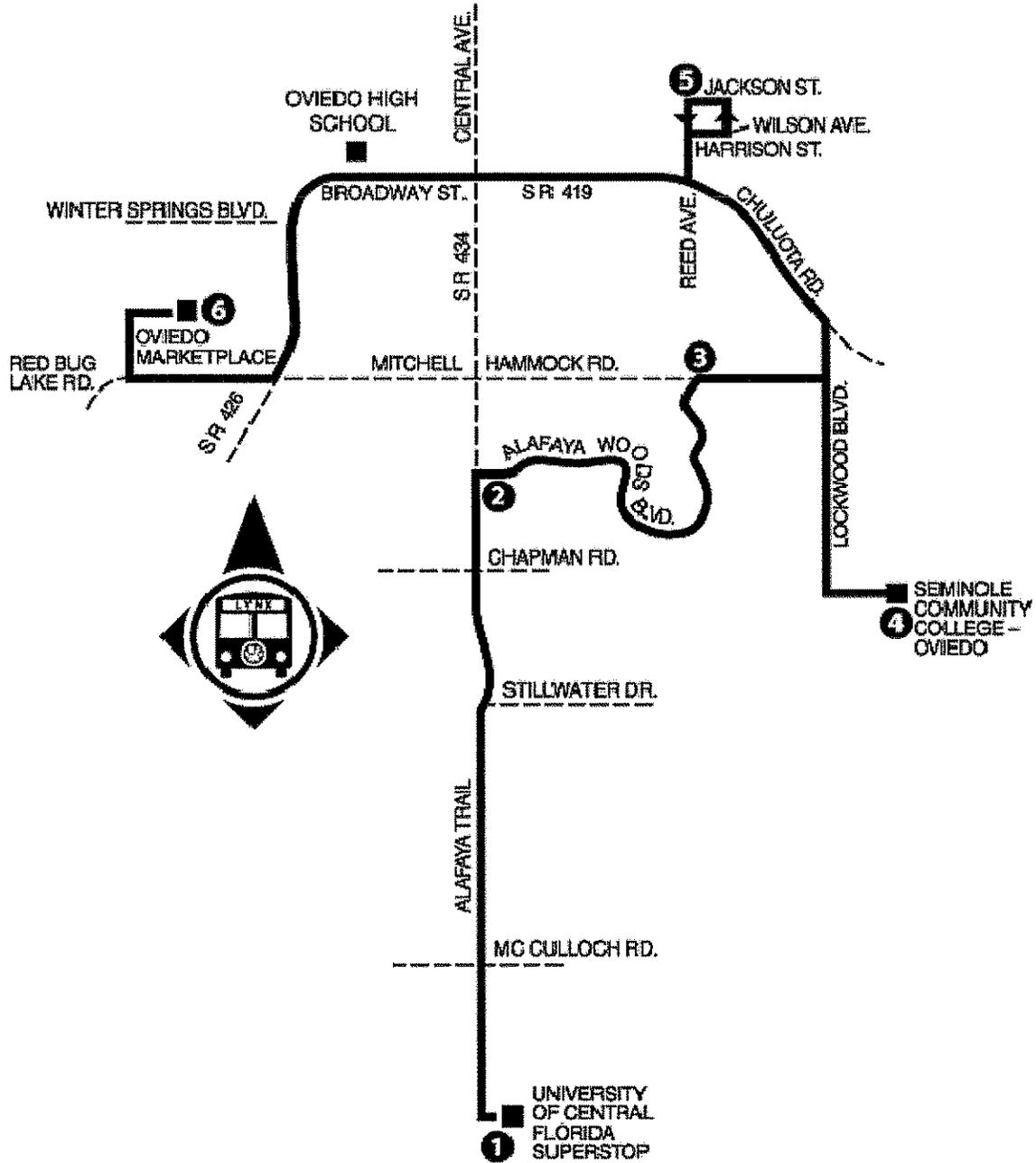


EXHIBIT B

DISTRIBUTION OF FUNDING

Exhibit "B"

INTERLOCAL AGREEMENT FOR PUBLIC TRANSIT SERVICES BETWEEN SEMINOLE COUNTY AND THE CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY

Seminole County Transit Service Costs For FY 2008

<u>Net Fixed Route Operating Costs</u>	<u>Cost</u>
Link 1	\$77,739
Link 23	\$146,519
Link 34	\$278,365
Link 39	\$173,676
Link 41	\$878,456
Link 45	\$688,755
Link 46	\$260,465
Link 47	\$490,905
Total Operating Costs	\$2,994,881
<u>Paratransit Services Costs:</u>	
American Disability Act (ADA) Funding	\$985,664
Transportation Disadvantage (TD) Funding	\$232,818
<u>Capital Funding Cost:</u>	
\$2 Capital Funding	\$176,442
County Direct Payment to LYNX (1)	\$4,389,805

<u>City Direct Payments to LYNX (2)</u>	
Altamonte Springs	\$130,000
Sanford	\$100,000
	\$230,000

Total County Transit Service Cost	\$4,619,805
--	--------------------

(1) Monthly invoice of \$1,097,451.16

(2) Annual payments associated with mall DRIs.

(Seminole County Planning Division - LYNX 2008 Exhibit B.xls)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Satisfaction of Code Enforcement Lien – Case No. 07-56-CEB – Judith D. Tinnell, 6198 Linneal Beach Drive, Apopka, Florida

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 \$600.00, Case No. 07-56-CEB, on 6198 Linneal Beach Drive, Apopka, Tax Parcel # 19-21-29-501-0000-0260, owned by Judith D. Tinnell, and authorize the Chairman to execute a Satisfaction of Lien.

District 3 Dick Van Der Weide

Tina Williamson

BACKGROUND:

In response to a complaint, on March 14, 2007, the Code Enforcement Officer observed the following violation located at 6198 Linneal Beach Drive, Apopka: Parking of a truck with a rated load limit of more than 2 tons or having more than 2 axles, which is not permitted and is in violation of Seminole County Land Development Code, Part 70, Chapter 30, Section 30.1350.

The timeline on this violation is below:

DATE	ACTION	RESULT
June 28, 2007	Code Board Hearing – Findings of Fact, Conclusions of Law and Order.	Order entered by the Code Enforcement Board setting a compliance date of July 12, 2007 or a fine of \$150.00 per day imposed if compliance not achieved
July 16, 2007	Affidavit of Non-Compliance filed by the Code Enforcement Officer after July 16, 2007 reinspection	Violation remains
July 19, 2007	Affidavit of Compliance filed by the Code Enforcement Officer after July 17, 2007 reinspection	Violation corrected
August 23, 2007	Code Board Hearing – Order Finding Compliance and Imposing Fine/Lien	Order entered by the Code Enforcement Board imposing a lien of \$600.00
September 27, 2007	Payment received in the amount of \$600.00	

STAFF RECOMMENDATION:

Staff recommends the Board approve the Satisfaction of Lien in the amount of \$600.00, Case No. 07-56-CEB, on 6198 Linneal Beach Drive, Apopka, Tax Parcel # 19-21-29-501-0000-0260, owned by Judith D. Tinnell, and authorize the Chairman to execute a Satisfaction of Lien.

ATTACHMENTS:

1. Findings And Order
2. Affidavit Of Non Compliance
3. Affidavit Of Compliance
4. Order Imposing Penalty/Lien
5. Check and Receipt for Payment
6. Property Appraiser Data
7. Satisfaction of Lien

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

CASE NO. 07-56-CEB

Petitioner,
vs.

JUDITH D. TINNELL
PARCEL I.D. NO – 19-21-29-501-0000-0260

Respondent

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: Jane Spink
DATE: 6-29-07

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER

Based on the testimony and evidence presented in case number 07-56-CEB, it is determined that the Respondent is:

- (a) the owner of record of the property (Tax Parcel ID # 19-21-29-501-0000-0260) located at 6198 Linneal Beach Drive, Apopka, located in Seminole County and legally described as follows:

LEG LOT 26 BEAR LAKE ESTATES PB 12 PG 95

- (b) in possession or control of the property, and
(c) in violation of Seminole County Land Development Code, Part 70, Chapter 30, Section 30.1350

It is hereby ordered that the Respondent shall correct the violation on or before July 12, 2007. In order to correct the violation, the Respondent shall take the following remedial action:

- 1) **Cease parking of a truck having a rated load limit of more than two tons or having more than two axles which may not be parked or stored in a residentially zoned area.**

If the Respondent does not comply with the Order, a fine of \$ 150.00 per day will be imposed for each day the violation continues or is repeated after compliance past July 12, 2007.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY

BK 06750 Pgs 0162 - 163; (2pgs)

FILE NUM ~~2007098875~~

RECORDED 07/06/2007 02:47:54 PM

RECORDING FEES 18.50

RECORDED BY G Harford

The Respondent is further ordered to contact the Seminole County Code Officer to arrange for an inspection of the property to verify compliance. Any fine imposed shall continue to accrue until the Code Officer inspects the property and verifies compliance with this Order.

This Order shall be recorded in the official land records of Seminole County.

DONE AND ORDERED this 28th day of June 2007, 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 28th day of June 2007, by Tom Hagood, who is personally known to me.


Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



Jane Spencer
Commission #DD299304
Expires: March 19, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY CFN 2007112924 BK 06778 Pg 1239 (1pg) REC'D 08/02/2007 02:34:00 PM
REC FEES 10.00, RECD BY G Harford

**CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA**

CASE NO: 07-56-CEB

SEMINOLE COUNTY, a political
subdivision of the State of
Florida,

Petitioner,
vs.

Judith D. Tinnell

Respondent.
_____ /

AFFIDAVIT OF NON-COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Joann D. Tamulonis**, Code Enforcement Officer for **Seminole County Sheriff's Office**, who after being duly sworn, deposes and says:

1. That on **June 28, 2007** 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 **July 12, 2007**
3. That a re-inspection was performed on **July 16, 2007**
4. That the re-inspection revealed that the corrective action ordered by the Board has not been taken in that **the parking of a truck with a rated load limit of more than 2 tons or having more than 2 axles remains on the property.**

FURTHER AFFIANT SAYETH NOT.

DATED this 16th day of July, 2007

Joann D. Tamulonis

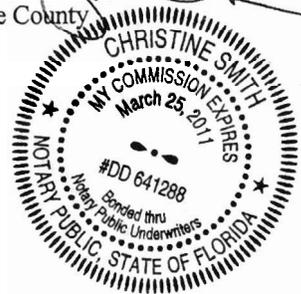
Joann D. Tamulonis, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 16th day of July, 2007 by **Joann D. Tamulonis**, who is personally known to me and who did take an oath.

Christine Smith

Notary Public in and for the County
and State Aforementioned
My commission expires:



CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL
BY: *Judith D. Tinnell*
DATE: 8-01-07

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida

Case No. 07-56--CEB

Petitioner,
vs.

Judith D. Tinnell

Respondent.

CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: Jane Spina

DATE: 8-01-07

AFFIDAVIT OF COMPLIANCE

BEFORE ME, the undersigned authority, personally appeared **Joann D. Tamulonis**, Code Enforcement Officer for Seminole County Sheriff's Office, who, after being duly sworn, deposes and says:

1. That on **June 28, 2007** 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 **July 12, 2007**
3. That a re inspection was performed and the Respondent was in compliance on **July 17, 2007**
4. That the re inspection revealed that the corrective action ordered by the Board has been taken in that **the parking of a truck with a rated load limit of more than 2 tons or having more than 2 axles in a residential zone has ceased on the subject property**

FURTHER AFFIANT SAYETH NOT. DATED this 19th day of July, 2007.

Joann D. Tamulonis
Joann D Tamulonis, Code Enforcement Officer

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 19th day of July, 2007, by **Joann D. Tamulonis**, who is personally known to me and who did take an oath.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
CLERK OF SEMINOLE COUNTY
BK 06778 Pg 1240; (1pg)
FILE NUM 2007112926
RECORDED 08/02/2007 02:34:00 PM
RECORDING FEES 10.00
RECORDED BY G Harford

Jean G Krause
Notary Public in and for the County
and State Aforementioned
My commission expires: 09-10-08

 Jean G Krause
My Commission DD333040
Expires September 10, 2008

CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY, a political
subdivision of the State of Florida,

Petitioner,
vs.

JUDITH D. TINNELL
PARCEL I.D. NO - 19-21-29-501-0000-0260

Respondent.
_____ /

CASE NO. 07-56-CEB

CERTIFIED COPY
CLERK OF THE
CODE ENFORCEMENT BOARD
SEMINOLE COUNTY, FL

BY: *[Signature]*
DATE: 8/29/07

ORDER FINDING COMPLIANCE AND IMPOSING FINE/LIEN

The Respondent is the owner of record of the property (Tax Parcel # 19-21-29-501-0000-0260) located at 6198 Linneal Beach Drive, Apopka, located in Seminole County and legally described as follows:

LEG LOT 26 BEAR LAKE ESTATES PB 12 PG 95

This case came on for public hearing before the Code Enforcement Board of Seminole County on June 28, 2007, 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 Land Development Code, Part 70, Chapter 30, Section 30.1350.

Said Order stated that a fine in the amount of \$150.00 per day would be imposed if the Respondent did not take certain corrective action by July 12, 2007.

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 July 16, 2007.

An Affidavit of Compliance had been filed by the Code Enforcement Officer, which Affidavit certified under oath that the required action had been obtained after reinspection on July 17, 2007.

Accordingly, it having been brought to the Board's attention that the Respondent has complied with the Findings of Fact, Conclusions of Law and Order dated June 28, 2007.

RETURN TO SANDY MCCANN

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE CO NTY, CFN 2007
REC FEES 18.90, RECD BY G Harford
11/18/06 08:04 Pgs
1291 (2 pgs) REC
08/30/2007 09:31:39 AM

Therefore, the Board orders that a **lien** in the amount of **\$600.00** for four days of non-compliance at \$150.00 per day, from July 13, 2007 through and including July 16, 2007, be imposed against the property.

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 exists and upon any other real or personal property owned by the Respondent.

DONE AND ORDERED this 23rd day of August 2007, 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 23rd day of August 2007, by Tom Hagood, who is personally known to me.



Jane Spencer
Notary Public to and for the
County and State aforementioned.
My Commission Expires



Jane Spencer
Commission #DD299304
Expires: March 19, 2008
Bonded Through
Atlantic Bonding Co., Inc.


 Tina Sopp
 6023 Linneal Beach Drive
 Apopka, FL 32703

6198 Linneal Beach Dr
 Apopka FL 32703

7193
 63-215/631

CASE # 07-56-CEB
 BCC

9/1/07 Date
 \$ 600.⁰⁰

Pay to the Order of
 Six Hundred; 10/100 Dollars

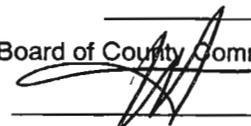

 SUNTRUST ACH RT 061000104

For 6198 Linneal Beach Drive Tina Sopp MP

RECEIPT

No 67696

SEMINOLE COUNTY, FLORIDA
 Date 9/27 20 07
 Received from Code Enforcement
 Address
 Description 19-21-29-301-0000-0260

Account Number	Amount	Description
	600.00	Judith D. Tinnell
Total Amount	\$ 600.00	
Check No. 7193	Cash	By 

Board of County Commissioners

PARCEL DETAIL																																																																								
DAVID JOHNSON, CFA, ASA PROPERTY APPRAISER SEMINOLE COUNTY FL. 1101 E. FIRST ST SANFORD, FL 32771-1468 407-665-7506																																																																								
GENERAL Parcel Id: 19-21-29-501-0000-0260 Owner: TINNELL JUDITH D Mailing Address: 6198 LINNEAL BEACH DR City,State,ZipCode: APOPKA FL 32703 Property Address: 6198 LINNEAL BEACH DR APOPKA 32703 Subdivision Name: BEAR LAKE ESTATES Tax District: 01-COUNTY-TX DIST 1 Exemptions: Dor: 01-SINGLE FAMILY							2007 WORKING VALUE SUMMARY Value Method: Market Number of Buildings: 1 Depreciated Bldg Value: \$258,288 Depreciated EXFT Value: \$1,313 Land Value (Market): \$36,100 Land Value Ag: \$0 Just/Market Value: \$295,701 Assessed Value (SOH): \$295,701 Exempt Value: \$0 Taxable Value: \$295,701 Tax Estimator Tax Reform Analysis 2007 Notice of Proposed Property Tax																																																																	
SALES <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Book</th> <th>Page</th> <th>Amount</th> <th>Vac/Imp</th> <th>Qualified</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>01/2007</td> <td>06573</td> <td>0863</td> <td>\$330,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/2006</td> <td>06108</td> <td>1167</td> <td>\$303,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>03/2005</td> <td>05740</td> <td>0787</td> <td>\$285,000</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>QUIT CLAIM DEED</td> <td>01/2002</td> <td>04385</td> <td>1716</td> <td>\$70,500</td> <td>Vacant</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>08/2001</td> <td>04173</td> <td>1503</td> <td>\$40,000</td> <td>Vacant</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>11/2000</td> <td>03954</td> <td>0341</td> <td>\$33,500</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>07/1997</td> <td>03275</td> <td>0549</td> <td>\$100</td> <td>Vacant</td> <td>No</td> </tr> <tr> <td>WARRANTY DEED</td> <td>06/1978</td> <td>01176</td> <td>1248</td> <td>\$7,000</td> <td>Vacant</td> <td>Yes</td> </tr> </tbody> </table> Find Comparable Sales within this Subdivision							Deed	Date	Book	Page	Amount	Vac/Imp	Qualified	WARRANTY DEED	01/2007	06573	0863	\$330,000	Improved	Yes	WARRANTY DEED	01/2006	06108	1167	\$303,000	Improved	Yes	WARRANTY DEED	03/2005	05740	0787	\$285,000	Improved	Yes	QUIT CLAIM DEED	01/2002	04385	1716	\$70,500	Vacant	No	WARRANTY DEED	08/2001	04173	1503	\$40,000	Vacant	Yes	WARRANTY DEED	11/2000	03954	0341	\$33,500	Improved	Yes	WARRANTY DEED	07/1997	03275	0549	\$100	Vacant	No	WARRANTY DEED	06/1978	01176	1248	\$7,000	Vacant	Yes	2006 VALUE SUMMARY 2006 Tax Bill Amount: \$4,367 2006 Taxable Value: \$268,100 DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS		
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EXTRA FEATURE																																																																								

Description	Year Blt	Units	EXFT Value	Est. Cost New
FIREPLACE	2002	1	\$1,313	\$1,500

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.

**SATISFACTION OF LIEN
AS TO PARTICULAR PARCEL**

THIS instrument disclaims and releases the lien imposed by the Order Imposing Penalty/ Lien, issued by the Seminole County Code Enforcement Board in Case No. 07-56-CEB filed against JUDITH D. TINNELL and filed by and on behalf of Seminole County, on August 23, 2007, and recorded in Official Records Book 06804, Pages 1249 -1250, of the Public Records of Seminole County, Florida, against the following described real property:

LEG LOT 26 BEAR LAKE ESTATES PB 12 PG 95

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 _____, 200__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY, Chairman

Date: _____

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

As authorized for execution by the
Board of County Commissioners at their
December 11, 2007 regular meeting.

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: First Amendment to Memorandum of Understanding Use of School Board Facilities as Mass Care Shelters and the Transportation of Evacuees

DEPARTMENT: Public Safety

DIVISION: Emergency Management

AUTHORIZED BY: Tad Stone

CONTACT: Shirley Exner

EXT: 5102

MOTION/RECOMMENDATION:

Approve and authorize Chairman to execute the First Amendment to Memorandum of Understanding, Use of School Board Facilities as Mass Care Shelters and the Transportation of Evacuees.

County-wide

Tad Stone

BACKGROUND:

Florida Statutes Chapter 252 directs the School Board to participate in Emergency Management by providing facilities, necessary staff and transportation assistance in an emergency. The American Red Cross is directed to take the lead in the mass care and feeding of evacuees. To ensure that adequate preparations have been made to deal with and recover from disasters and to protect the public health and safety in shelters, the School Board, American Red Cross and Seminole County entered into an agreement for providing such needs on January 23, 2001.

The State Division of Emergency Management requires that all memorandums of Agreement be updated and remain current. This First Amendment to Memorandum of Understanding dated January 23, 2001 provides for the updated list of current primary shelters in Seminole County.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute First Amendment to Memorandum of Understanding, Use of School Board Facilities as a Mass Care Shelters and the Transportation of Evacuees

ATTACHMENTS:

1. Mass Care MOU
2. 1st MOU for Mass Care Shelters
3. MOU Mass Care Co Attorney

Additionally Reviewed By:

County Attorney Review (Ann Colby)

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING
USE OF SCHOOL BOARD FACILITIES AS MASS CARE SHELTERS
AND THE TRANSPORTATION OF EVACUEES**

THIS FIRST AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Memorandum of Understanding made and entered into on January 23, 2001, between **THE SEMINOLE COUNTY SCHOOL BOARD**, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773, hereinafter referred to as "SCHOOL BOARD," the **AMERICAN RED CROSS OF CENTRAL FLORIDA**, hereinafter referred to as "RED CROSS," 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, SCHOOL BOARD, RED CROSS, and COUNTY entered into the above-referenced Memorandum of Understanding on January 23, 2001, for use of School Board facilities  as mass care shelters and the transportation of evacuees; and

WHEREAS, the parties desire to amend the Memorandum of Understanding so as to enable both parties to continue to enjoy the mutual benefits it provides,

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

1. Addendum "A" of the Memorandum of Understanding is deleted in its entirety and is replaced by revised Addendum "A," attached hereto.
2. Except as herein modified, all terms and conditions of the Memorandum of Understanding shall remain in full force and effect for the term of the Memorandum of Understanding, as originally set forth in said Memorandum of Understanding.

Addendum: A (revised 7-23-07)

Seminole County Primary Emergency Shelters

Crystal Lakes Elementary, Lake Mary

Geneva Elementary, Geneva

English Estates Elementary, Fern Park

Lawton Chiles Middle, Oviedo

John Evans Elementary, Oviedo

Lake Brantley High, Altamonte Springs

Lake Mary High, Lake Mary

Midway Elementary, Sanford

Millennium Middle, Sanford

Lyman High, Longwood (Pet Friendly)

Walker Elementary, Chuluota

Winter Springs High, Winter Springs

Special Needs Shelters

Bentley Elementary, Sanford (Pet Friendly)

Highlands Elementary, Winter Springs

Layer Elementary, Winter Springs

This original document
must be returned to
Karen Brightman, SCPS
Borden

Memorandum of Understanding

USE OF SCHOOL BOARD FACILITIES AS MASS CARE SHELTERS AND THE TRANSPORTATION OF EVACUEES

This Memorandum of Understanding is entered into by the following parties:

SEMINOLE COUNTY SCHOOL BOARD

AND

AMERICAN RED CROSS

AND

SEMINOLE COUNTY

Pursuant to terms of Federal Statutes, American Red Cross provides emergency services on behalf of individuals and families who are victims of disaster.

The School Board is directed by Florida Statutes 252.38 to use personnel, school buildings, grounds and equipment for mass care shelters and transportation for evacuees during a state or local emergency, based upon the request of the local Emergency Management agency. In Seminole County the local Emergency Management agency is directed by the Director of the Department of Public Safety.

The parties hereby mutually desire to reach an understanding that will result in making the School Board's facilities available to the American Red Cross and Seminole County Emergency Management for use during an emergency.

NOW THEREFORE, BE IT MUTUALLY AGREED BY THE SEMINOLE COUNTY SCHOOL BOARD, AMERICAN RED CROSS AND SEMINOLE COUNTY THAT:

1. The School Board will permit, upon **determination and** request by Seminole County, the use of appropriate schools by the Red Cross as mass shelters (in accordance with addendum A, which is hereby made part of this agreement) for victims of disaster. The School Board shall designate staff for certain positions in each school used as a shelter **to assist the County and Red Cross in the opening and operation of campus shelter facilities**. This group of staff members will form the basis for a team of shelter coordinators for their assigned schools. These positions will include, but not be limited to, an administrator, a food service worker and custodial staff member. The team will be responsible

for limiting access to designated areas within the school, for coordinating and facilitating the use of the school's kitchen facilities and other areas within the school, and providing custodial support for the shelter.

2. The Red Cross agrees that it shall exercise responsible care in the conduct of its activities in such facilities and further agrees to replace any food and supplies used at the shelter or by Red Cross in conducting its activities. School Board food service personnel agree to keep and to provide an accurate account of all food products used during the operation of the shelter.
3. With the support of the School Board, the Red Cross will provide annual shelter operation training and updated information and support materials for all School Board employees responsible for assisting with shelter operations.
4. The School Board contact will be available through the district office or other means during the time the School Board is not in operation. In the event shelters need to be opened, Seminole County Emergency Management will promptly contact the School Board's representative. In consultation, the Office of Emergency Management will determine appropriate shelters to open. The School Board will then begin notification of appropriate shelter coordinator teams for the selected shelters. In turn, the Red Cross will provide a trained shelter manager to **manage and oversee** the overall operation and various functions of the shelter (i.e., registration, food, preparation, communications, childcare, etc.). All parties understand **and agree** that a shelter shall not be announced as open until a Red Cross Shelter Manager is on site.
5. The School Board will authorize and direct the preparation of simple meals to the extent of existing food inventories and other supplies at the shelter. The School Board food service personnel, in consultation with Red Cross shelter personnel, will establish a menu plan of simple foods that can be prepared with or without electrical power. Additional food supplies will be shipped by the Red Cross to each shelter, as needed. As a backup system, the Red Cross will maintain an up to date list of purveyors, who can be reached on short notice, to provide various shelter supplies (i.e., food items, paper products, first aid supplies, flash lights, diapers, etc.). If needed, additional supplies will be ordered by the Red Cross.
6. The Red Cross will provide sufficient trained volunteers to perform all functions in each shelter.
7. A facility survey will be conducted jointly by the School Board and the Red Cross at opening and closing of the shelter to identify damages as a result of sheltering activities. The Red Cross will be responsible for reimbursement for repairs of such damage.

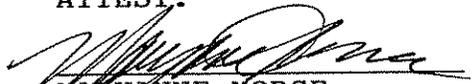
8. The School Board will furnish the name of the individual who will be primarily responsible for administrating this Memorandum of Understanding for the School Board. The Red Cross will annually furnish the name of the individual who shall be responsible for administrating this Memorandum of Understanding for the Red Cross.

9. Upon request from the Office of Emergency Management, transportation will be arranged by the School Board for evacuees to designated shelter locations within the boundaries of Seminole County. Evacuee pick up locations will be pre-designated prior to the request for transportation. The School Board will provide buses and drivers.

10. It is further agreed that the liability of each party to this agreement, in relation to shelter operations during disasters or states of emergency, is not increased because of the agreement, and is strictly governed by Florida Statute Chapter 252.51.

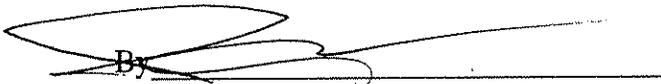
IN WITNESS THEREOF, Seminole County School Board, American Red Cross of Central Florida and Seminole County, has caused this Memorandum of Agreement to be executed, said agreement to become effective and operative with the fixing of the last signature hereto.

THE SCHOOL BOARD
 OF SEMINOLE COUNTY, FLORIDA
 By Sandra Robinson
Chairman 12/12/00
 Title Date

ATTEST:

 MARYANNE MORSE
 Clerk to the Board of
 County Commissioners of
 Seminole County, Florida
 For the use and reliance
 of Seminole County only.
 Approved as to form and
 legal sufficiency.

AMERICAN RED CROSS
 OF CENTRAL FLORIDA
 By J. Halchman, Jr.
CEO 1/4/00
 Title Date


 County Attorney

SEMINOLE COUNTY BOARD
 OF COUNTY COMMISSIONERS
 By 
CHAIRMAN 1-23-2001
 Title Date

Addendum: A

Seminole County Primary Emergency Shelters

Geneva Elementary, Geneva

English Estates Elementary, Fern Park

Lawton Chiles Middle School, Oviedo

John Evans Elementary, Oviedo

Lake Brantley High School, Altamonte Springs

Lake Mary High School, Lake Mary

Millennium Middle School, Sanford

Lyman High School, Longwood

Winter Springs High School, Winter Springs

Special Needs Shelter

Highlands Elementary, Winter Springs



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Maureen Long, Sr. Planner
Emergency Management

Cc: T. E. Stone, Director
Public Safety

From: Ann E. Colby, Assistant County Attorney
Ext. 7254

Date: July 25, 2007

Subject: Site Access Agreement

Enclosed is the First Amendment to the Memorandum of Understanding between the Seminole County School Board and Seminole County deleting and replacing Addendum "A". It must be approved and executed by the Board of County Commissioners.

Please give me a call if you have any questions or changes.

AEC:jjr
Enc.:
Amendment
Addendum "A"



REQUEST FOR COUNTY ATTORNEY'S OPINION

TO: Ann Colby, Assistant County Attorney

FROM: Maureen Long, Project Manager 1
Division of Emergency Management *[Signature]*

THROUGH: T. E. Stone, Director *[Signature]*
Department of Public Safety
[Department Director]

DATE: July 23, 2007

SUBJECT(S): Revised Addendum to Memorandum of Understanding

Background Documents Attached
[Must Be Provided If Available]

None available

1. Please Provide a Specific Statement of Facts Giving Rise to the Question(s):

We would like to update the Addendum of this Memorandum of Understanding between the School Board, American Red Cross and Seminole County to include the additional shelters we now have.

2. Please State the Specific Question:

Does the updating of the Addendum to the MOU require BCC approval?

3. Requested Response Date: July 30, 2007

4. Departmental Contact if Different than the Requestor:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Amendment to Non-Exclusive Drainage Easement and Joint Utilization Agreement between Heathrow 4, L.L.C., Seminole County and Florida Bank of Commerce to Facilitate the Joint Use of a Retention Pond Constructed in Conjunction With the County Road 46A, Phase I, Project.

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Tom Radzai

EXT: 5669

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Amendment to a Non-Exclusive Drainage Easement and Joint Utilization Agreement to facilitate the joint use of a retention pond constructed in conjunction with the County Road 46A, Phase I, Project.

District 5 Brenda Carey

Jerry McCollum, P.E.

BACKGROUND:

Representatives from Florida Bank of Commerce are requesting an easement solely to facilitate landscaping and aesthetic maintenance of a portion of the retention pond located on Parcel 06-20-30-5UD-0000-0330-0-6, constructed south of County Road 46A and west of International Parkway, in conjunction with the County Road 46A, Phase I, Project. The parcel on which the pond is located is owned by Heathrow 4, L.L.C., with a Drainage Easement deeded to Seminole County. Florida Bank of Commerce has agreed that they shall be solely responsible for any and all costs and expenses for this work.

In addition, this Amendment will correct a scrivener's error (reflects change in ownership HIBC Development Company / Heathrow 4, L.L.C.) in Section 11 of the Agreement approved by the Board on March 23, 1999 (copy attached).

STAFF RECOMMENDATION:

Staff recommends the Board accept and authorize the Chairman to execute the Amendment to Non-Exclusive Drainage Easement and Joint Utilization Agreement.

ATTACHMENTS:

1. Location Map
2. Amendment to Non-Exclusive Drainage Easement and Joint Utilization Agreement
3. HIBC Development Co. Non-Exclusive Drainage Easement and Joint Utilization Agreement-1999



I-4

TOWNPARK AVE

INTERNATIONAL PARKWAY

*Seminole County
Pond Location*

46A

BUSINESS CENTER DRIVE

HEATHROW PARK L

BANANA LAKE ROAD

SITE

ST ALBANS LOOP

Location Map

This instrument prepared by
and to be returned to:
Scott D. Newsom, Esq.
SHUTTS & BOWEN LLP
300 South Orange Avenue
Suite 1000
Orlando, Florida 32801
(407) 423-3200

Cross Reference to Drainage Easement:
O.R. Book: 3635
First Page: 1088

**AMENDMENT TO NON-EXCLUSIVE DRAINAGE EASEMENT AND
JOINT UTILIZATION AGREEMENT**

**THIS AMENDMENT TO NON-EXCLUSIVE DRAINAGE EASEMENT AND
JOINT UTILIZATION AGREEMENT** (this "Amendment") is made and entered into this _____ day of _____, 2007, by and between **HEATHROW 4, L.L.C.**, a Delaware limited liability company (hereinafter, "Heathrow"), whose address is c/o Colonial Properties Services, Inc., 2101 6th Avenue North, Suite 750, Birmingham, Alabama 35203, **SEMINOLE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter, the "County"), whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, and **FLORIDA BANK OF COMMERCE**, a Florida corporation (hereinafter, "FBC"), whose address is 105 East Robinson Street, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, Heathrow is the fee simple owner of that certain real property situated in Seminole County, Florida (the "Retention Parcel"), as more particularly described on the attached Exhibit "A", which is incorporated herein by this reference; and

WHEREAS, the Retention Parcel was conveyed, transferred and/or sold to Heathrow by and/or from HIBC Development Company, a Florida general partnership (hereinafter, "HIBC"); and

WHEREAS, Heathrow is a successor and/or successor-in-interest to HIBC regarding the Retention Parcel; and

WHEREAS, the County previously expanded and improved County Road 46A in the vicinity of the Retention Parcel, which expansion and improvement project generated the need for additional land to accommodate stormwater runoff (hereinafter, the "C.R. 46A Phase I Project"); and

WHEREAS, HIBC and the County agreed and entered into that certain HIBC Development Company/Seminole County Non-Exclusive Drainage Easement and Joint Utilization Agreement dated April 1, 1999 and recorded in Official Records Book 3635, Page 1088, Public Records of Seminole County, Florida (the "Agreement"); and

WHEREAS, HIBC granted and/or conveyed to the County in the Agreement a perpetual, non-exclusive easement over, across, under, upon and through the Retention Parcel for the purpose of conveying, retaining and treating stormwater runoff from the C.R. 46A Phase I Project; and

WHEREAS, pursuant to Section 3 of the Agreement, HIBC and its successors and assigns retained all rights to use the Retention Parcel not in conflict with the rights of use transferred, granted and/or conveyed to the County; and

WHEREAS, pursuant to Section 6 of the Agreement, the Agreement could be changed, altered or amended if done so by an instrument in writing that has been executed by the County and HIBC or their respective successors and assigns; and

WHEREAS, FBC is the fee simple owner of that certain parcel of real property situated in Seminole County, Florida (hereinafter, the "FBC Parcel"), as more particularly described on the attached Exhibit "B", which is incorporated herein by this reference; and

WHEREAS, the FBC Parcel is adjacent to and adjoins the Retention Parcel; and

WHEREAS, FBC is in the process of constructing a commercial office condominium building on the FBC Parcel, and in connection with and/or related to such construction, FBC desires to landscape a portion of the Retention Parcel as more particularly set forth herein; and

WHEREAS, Heathrow is desirous of granting and/or conveying to FBC, and FBC is desirous of accepting from Heathrow, a perpetual, non-exclusive easement over, across, under, upon and through a portion of the Retention Parcel, for the sole purposes of landscaping, irrigating and/or maintaining that portion of the Retention Parcel, pursuant to the terms, conditions and provisions of this Agreement; and

WHEREAS, the County, Heathrow and FBC further desire to supplement and/or amend the terms of the Agreement to establish terms and conditions under which FBC may undertake such landscaping, irrigation and/or maintenance responsibilities with respect to a portion of the Retention Parcel; and

WHEREAS, the County and Heathrow desire to correct a scrivener's error in Section 11 of the Agreement; and

WHEREAS, the County has determined that this Amendment is in the public interest and is of benefit to the County and its citizens.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all of the parties to this Amendment, Heathrow, the County and FBC hereby agrees as set forth herein:

Section 1. Recitals. The above recitals are true and correct, form a material part of this Amendment and are incorporated herein by this reference.

Section 2. Definitions. Unless otherwise provided in this Amendment, all capitalized terms used in this Amendment shall have the same definitions and meanings as those set forth in the Agreement.

Section 3. Grant of Landscape Easement. Heathrow hereby grants, declares and/or conveys to FBC a perpetual, non-exclusive easement over, across, under, upon and/or through a portion of the Retention Parcel for the sole purposes of landscaping, irrigating and/or performing necessary maintenance, repairs and/or replacement of any such landscaping and/or irrigation (hereinafter, the "Landscape Easement"), as set forth with more particularity in this Amendment. The location of the Landscape Easement shall be restricted to only a portion of the Retention Parcel (the "Landscape Area"), as more particularly described, depicted and/or shown on the attached Exhibit "C", which is incorporated herein by this reference.

The exercise, utilization and/or use of the Landscape Easement by FBC and/or the agents, contractors, subcontractors, material providers, suppliers, vendors, invitees, licensees, employees, officers and/or directors of FBC shall be limited to the following: installation, planting and/or placement of landscaping and/or an underground irrigation system on, in and/or under the Landscape Area; the relocation of the existing chain link fence to the boundary of the Landscape Area as shown on the attached Exhibit "C", which is incorporated herein by this reference; the performance of any necessary maintenance, upkeep, repairs and/or replacement of any such landscaping and/or underground irrigation system on, in and/or under the Landscape Area; clearing undergrowth that may be located on the Landscape Area from time to time; and installation and/or placement of lighting on, in and/or under the Landscape Area. Any such landscaping, lighting and/or underground irrigation system (including without limitation, irrigation lines, pumps and equipment) shall only be located, installed and/or placed within the Landscape Area. In addition, any such landscaping, lighting and/or underground irrigation system to be located, placed, planted and/or installed in the Landscape Area shall first be submitted to and approved in writing by Heathrow.

Section 4. Joint Use. All parties to this Amendment acknowledge and agree that Heathrow and its successors and assigns retain all rights of a fee owner to use, access and/or improve the Landscape Area not in conflict with the rights of use conveyed and/or granted to FBC in this Amendment and to the county in the Agreement. All parties to this Amendment further acknowledge and agree that Heathrow and its successors and assigns retain all rights of a fee owner of the Retention Parcel that are not inconsistent with this Amendment and/or the Agreement. FBC's rights to use the Landscape Area shall be subject and subordinate to the County's rights to use the Retention Parcel, including without limitation, the Landscape Area, for the purposes described in the Agreement.

Section 5. Signage on Retention Parcel. All parties to this Amendment acknowledge and agree that Heathrow and its successors and assigns retain the right to grant, convey and/or declare easements for signage and for access, ingress, egress, installation, placement, location, maintenance, operation, management, repair and/or replacement of any such signage on any portion of the Retention Parcel, including without limitation, the Landscape Easement and Landscape Area. No such easement shall interfere with and/or restrict the County's rights under the Agreement. All parties to this Amendment acknowledge and agree that in the event any such signage is placed, installed, constructed and/or erected on any portion of the Retention Parcel, Heathrow and/or its designees and assignees shall be solely and completely responsible for the management, operation, maintenance, insurance, repair and/or replacement of any such signage.

Section 6. Cost of Landscaping, Irrigation and Maintenance. FBC acknowledges and agrees that any and all costs and expenses related to, associated with, arising from and connected with the installation, placement, location, erection, construction and/or planting of any landscaping (including without limitation, plants, trees, shrubs, bushes, flowers, grass, sod and mulch), underground irrigation system (including without limitation, any type of equipment, irrigation lines, pumps and sprinklers), lighting (including without limitation, fixtures, equipment, utility lines, poles, light bulbs, electrical service) in, on, under, through and/or within the Landscape Area and/or any maintenance, repairs, replacement, service and/or upkeep of any landscaping, underground irrigation system and/or lighting in, on, under, through and/or within the Landscape Area shall be the sole and exclusive responsibility and/or obligation of FBC. FBC acknowledges and agrees that FBC shall solely be responsible for and/or obligated to perform and/or have performed any maintenance, repair, replacement, service and/or upkeep of the Landscape Area, including without limitation, any landscaping, underground irrigation system and/or lighting. FBC shall perform and/or have performed any such maintenance, repair, replacement, service and/or upkeep of the Landscape Area at the sole cost and expense of FBC.

The County acknowledges and agrees that, pursuant to the Agreement, the County shall continue to be responsible for the maintenance, repair, upkeep and/or service of all other portions of the Retention Parcel other than the Landscape Area. The County shall perform and/or have performed any and all such maintenance, repair, upkeep and/or service at the sole cost and expense of the County.

Section 7. Maintenance Standards for Landscape Area. FBC acknowledges and agrees that FBC shall maintain, operate, manage, service, repair, replace and/or upkeep the Landscape Area in a first class manner consistent with the appearance of the Colonial Center Heathrow development (also known as or referred to Heathrow International Business Center). If FBC defaults, fails and/or refuses to meet and/or perform any of the duties, obligations, responsibilities, maintenance, repair, replacement, service, upkeep and/or payments set forth in this Amendment, including without limitation, a failure to maintain the Landscape Area and/or any improvements located within that Landscape Area, Heathrow shall be entitled to all remedies available at law or in equity, which shall include, but is not limited to, specific performance, injunctive relief, and/or the right to damages in accordance with this Amendment. Further, in addition to all other remedies that are available at law or in equity, Heathrow shall be entitled to self-help, including without limitation, performance of any maintenance, repair, cleaning, upkeep

and/or replacement necessary or desired to the Landscape Area and/or the improvements located, installed and/or placed within the Landscape Area by FBC. Heathrow shall give FBC no less than ten (10) days prior written notice of any deficiency in the maintenance, operation, management, service, repair, replacement and/or upkeep of the Landscape Area prior to Heathrow initiating and/or performing the self-help set forth in this Amendment. If such self-help is performed, Heathrow shall be entitled to recover all of its costs, expenses, fees and/or charges from FBC related to, arising from, resulting from, associated with and/or connected with such self-help.

Section 8. Damage or Destruction to Improvements. FBC acknowledges and agrees that in the event of any damage and/or destruction to the Landscape Area, including without limitation, any improvements of any kind located, installed and/or placed within the Landscape Area by FBC, FBC shall promptly repair, replace, maintain and/or restore the Landscape Area and/or any such improvements to their respective original conditions prior to any such damage and/or destruction and in accordance with any then-applicable building codes. All costs and expenses related to, arising from, associated with, resulting from and/or connected with any such repair, replacement, maintenance and/or restoration shall be the sole and complete responsibility and obligation of FBC.

Further, FBC acknowledges and agrees that FBC shall be obligated and responsible to immediately repair, replace and/or reimburse Heathrow for any damage and/or destruction to any portion of the Retention Parcel, including without limitation the Landscape Easement and Landscape Area, related to, resulting from, connected with, arising from and/or associated with the use of any kind, operation, maintenance, planting, landscaping, irrigation, management, operation, improvements, placement, installation, construction, erection, repair, replacement, upkeep and/or service of the Landscape Easement and/or the Landscape Area by FBC and/or the agents, directors, officers, employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees of FBC.

Section 9. Regulatory Compliance. FBC acknowledges and agrees that any installation, placement, construction, erection, planting, landscaping, lighting and/or work of any type performed by and/or at the request of FBC and/or its agents, directors, officers, employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees in, on, around, under, over and/or through the Landscape Easement and/or Landscape Area shall comply with all applicable federal, state, county, municipal and governmental laws, rules, ordinances, codes, regulations, applications, permits and/or requirements. FBC acknowledges and agrees that any and all costs related thereto shall be the sole and exclusive responsibility and/or obligation of FBC.

FBC further acknowledges and agrees that any installation, placement, construction, erection, planting, landscaping, lighting and/or work of any type performed by and/or at the request of FBC and/or its agents, directors, officers, employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees in, on, around, under, over and/or through the Landscape Easement and/or Landscape Area shall be performed by only properly licensed and insured agents, employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees. FBC agrees to provide to Heathrow all applicable insurance policies of FBC's agents,

employees, contractors, subcontractors, vendors, suppliers, invitees and/or licensees and that Heathrow shall be named as an additional insured on any and all such applicable insurance policies.

Section 10. Consent of the County. The County hereby consents to the Landscape Easement and to the landscaping, irrigation and/or lighting improvements described herein, subject to the terms, conditions, restrictions and/or provisions of this Amendment and the Agreement.

Section 11. Indemnification. FBC hereby acknowledges and agrees that FBC shall, to the extent authorized by law, indemnify, save and hold Heathrow, its officers, directors, employees, attorneys and agents, harmless from and against any and all damages, expenses, losses, claims, actions, injuries, property damage, personal injury, death and/or liabilities arising from, resulting from, related to and/or connected with the Landscape Easement and/or the use, access to, management, operation, repair and/or maintenance of the Landscape Area by FBC and/or the agents, officers, directors, employees, vendors, licensees, invitees, suppliers, material providers, contractors and/or subcontractors of FBC. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by Heathrow to FBC, then One and No/100 Dollars (\$1.00) of the value for the consideration set forth in this Amendment shall be deemed to be such specific consideration. FBC acknowledges and agrees with the adequacy and sufficiency of said specific consideration.

Heathrow hereby acknowledges and agrees to indemnify, save and hold FBC, its officers, directors, employees and agents, harmless from and against any and all damages, expenses, losses, claims, injuries and/or liabilities arising from, resulting from, related to and/or connected with the use, operation and/or management of the Retention Parcel by Heathrow and/or the agents, officers, directors, employees, contractors and/or subcontractors of Heathrow. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by FBC to Heathrow, then One and No/100 Dollars (\$1.00) of the value for the consideration set forth in this Amendment shall be deemed to be such specific consideration. Heathrow acknowledges and agrees with the adequacy and sufficiency of said specific consideration.

The County and Heathrow hereby reaffirm their respective indemnities as set forth in Section 5 of the Agreement.

Section 12. Amendment of Agreement. Due to a scrivener's error in Section 11 of the Agreement, Section 11 of the Agreement is hereby deleted in its entirety and the following substituted in its place:

Section 11. Maintenance. The parties acknowledge that the COUNTY will perform only functional maintenance of the Retention Parcel and the COUNTY's drainage facilities within the Retention Parcel, such as periodic mowing, brush removal, grading and any other functional maintenance, consistent with the standards adopted by the COUNTY for its overall road maintenance program and those set forth in the COUNTY's Land Development Code. The COUNTY agrees that HEATHROW and/or the designees and assigns of

HEATHROW, at their sole respective cost and exclusive expense, subject to the COUNTY authorizing HEATHROW to assume all COUNTY maintenance responsibilities for the Retention Parcel, which authorization shall not be unreasonably denied, delayed and/or conditioned, may landscape any portions or all of the Retention Parcel, in a manner acceptable to HEATHROW in its sole and absolute discretion. Under such circumstances, HEATHROW and/or the designees and assigns of HEATHROW may also place on, in and/or under the Retention Parcel, such aesthetically attractive improvements (fountains, lights, etc.) as are deemed appropriate by HEATHROW in its sole and absolute discretion, subject to the COUNTY's approval, to the extent that the same shall not interfere with the purpose, utility and function of said drainage facilities within the Retention Parcel, which approval shall not be unreasonably denied, delayed and/or conditioned.

Section 13. Assignment. The easements herein granted to FBC, its successors, assigns and successors-in-title over, in, under and/or through the Landscape Area may be delegated and/or assigned by FBC, together with all liability and responsibility for the operation, maintenance, management, repair and/or replacement of the Landscape Area consistent with this Amendment; provided, however, that FBC obtains the prior written consent and approval of Heathrow for any such assignment. FBC acknowledges and agrees to provide all reasonable documentation necessary for Heathrow to investigate and consider the ability of the assignee under any such assignment from FBC to perform and/or meet the responsibilities and/or obligations of FBC set forth and contained in this Amendment. Once FBC has provided to Heathrow all reasonable documentation regarding the assignee pursuant to any such assignment, the consent and approval of Heathrow shall not be unreasonably delayed, conditioned and/or withheld.

Section 14. Duration. The Landscape Easement herein granted and/or conveyed shall be perpetual in duration and, except as specifically provided herein, shall not be changed, modified, altered, expanded, amended, terminated and/or supplemented, except by an instrument in writing that has been executed by FBC, the County and Heathrow or their respective successors and assigns.

Section 15. Covenant Running With the Land. The Landscape Easement herein granted and/or conveyed and all conditions, restrictions, covenants and provisions set forth in this Amendment are intended to be and shall be construed as easements appurtenant to the FBC Parcel and covenants running with the land, binding upon and inuring to the benefit of FBC, Heathrow, the County and any person or entity having or acquiring any interest in the Retention Parcel, or any portion thereof.

Section 16. Attorneys' Fees. In the event any party to this Amendment should bring any action related to, arising from, connected with and/or pursuant to any term, condition, covenants, provision and/or restriction of this Amendment, the predominantly prevailing party in any such action shall be entitled to recover from the other party or parties, in addition to any damages or other relief granted as a result of such action, all costs and expenses of such action, including without limitation, the predominantly prevailing party's reasonable attorneys' fees, paralegals' fees, witness fees, expert fees and consultant fees incurred by the predominantly prevailing party prior to trial, at trial, post-trial, at all appellate levels, mediation, arbitration,

administrative proceedings, collections proceedings, post-judgment proceedings and/or bankruptcy proceedings. This Section 11 shall not act as a waiver of the County's sovereign immunity.

Section 17. No Public Rights Created. Notwithstanding anything to the contrary in this Amendment, nothing contained in this Amendment shall create, be interpreted and/or be construed to create any rights for the benefit of the general public to enter upon, occupy and/or use any portion of the Retention Parcel, including without limitation, the Landscape Area.

Section 18. Remedies. Each party to this Amendment shall have any and all remedies as permitted and/or provided by law and/or in equity; provided, however, that prior to the initiation of any litigation, action, suit and/or claim, all matters in dispute and/or in question related to, arising from, connected with and/or pursuant to any term, condition, covenants, provision and/or restriction of this Amendment shall first be submitted to non-binding mediation where the parties will endeavor to resolve the dispute and/or question in an amicable manner.

Section 19. Governing Law. This Amendment shall be governed by, interpreted and construed in accordance with the laws of the State of Florida. Heathrow, FBC and the County consent to venue in the Eighteenth Judicial Circuit in and for Seminole County, Florida as to actions brought in state court, and the United States District Court for the Middle District of Florida as to actions brought in federal court.

Section 20. Entire Agreement. This Amendment and all exhibits hereto constitute the entire agreement and understanding of the parties with regard to the subject matter contained herein, and no statement, prior agreement of any kind, prior understanding, inducement, guarantee, warranty, promise and/or representation not included herein of any party, their agents, officers, directors, attorneys and/or employees shall form any part hereof and/or be binding upon any other party. Except as amended and/or modified by this Amendment, the Agreement shall remain in full force and effect in strict accordance with its terms. In the event of any conflict between this Amendment and the Agreement, this Amendment shall control.

Section 21. Successors and Assigns. This Agreement and the terms, conditions, duties, responsibilities and obligations contained herein shall inure to the benefit of and be binding upon Heathrow, FBC and the County and their respective successors, successors-in-interest and/or assigns.

Section 22. Mutual Cooperation. At any time following the Effective Date of this Amendment, each party knowingly and voluntarily agrees to cooperate with the other party and to execute and deliver to the other party, upon reasonable request, such further documents and/or instruments reasonably necessary or desired to confirm and/or effectuate the duties, obligations and/or responsibilities of either party hereunder.

Section 23. Counterpart Execution. This Amendment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on all counterparts. It shall be sufficient that the signature of, or on behalf of each party, or that the

signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single agreement. Facsimile, scanned and/or electronic mail signatures shall have the same force and effect as originals.

Section 24. Third Party Beneficiaries. Nothing in this Amendment shall be construed to benefit any third party that is not a signatory to this Amendment, and no such parties shall have the right to enforce any of the provisions, terms, covenants, conditions and/or restrictions of this Amendment.

Section 25. Time of the Essence. The parties hereto agree that time is of the essence of this Amendment and in the performance of all covenants, agreements, conditions, requirements, duties, obligations, representations to be complied with, performed, satisfied and/or fulfilled by the parties hereto. Wherever a date specified in this Amendment shall fall on a Saturday, Sunday or legal holiday (as defined in Sections 683.01 and 682.02, Florida Statutes), the date shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 26. Captions. Headings and captions used in this Amendment are for convenience and/or reference only, shall not affect the construction of any terms, conditions and/or provisions contained in this Amendment and shall not be used, considered and/or referred to in resolving questions, for interpretation and/or to define any of terms, conditions and/or provisions contained in this Amendment. Whenever used, the singular shall include the plural, the plural shall include the singular and gender shall include all genders.

Section 27. Effective Date. When used in this Amendment, the term "Effective Date" shall mean and refer to the date this Amendment is recorded in the Public Records of Seminole County, Florida.

Section 28. Severability. Invalidation of any of the terms, conditions and/or provisions of this Amendment or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions, terms, conditions and/or applications in other circumstances, all of which shall remain in full force and effect.

Section 29. Construction of Amendment. This Amendment shall not be construed and/or interpreted more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties. All the parties to this Amendment acknowledge and agree that all the parties have contributed substantially and materially to the preparation of this Amendment and have had the opportunity to review and contribute to this Amendment and consult their respective legal counsel as to the content herein.

Section 30. Authority. Each of the individuals executing this Amendment warrants and represents to the other parties that the individual has the full power and authority to execute this Amendment and to bind the entity for which they are executing this Amendment and to the terms, obligations, duties, responsibilities and/or conditions set forth herein. Further, each party to this Amendment represents and warrants that it has the ability and authority to enter into this

Amendment, and each party agrees and acknowledges that such representation and warranty are material inducements to enter into this Amendment.

Section 31. Notices. Any notice which may be permitted or required pursuant to this Amendment shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (for example, telecopier or electronic mail) or within three (3) days after depositing said notice with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing said notice with a nationally recognized overnight delivery service (for example, Federal Express, UPS, or DHL) from which a receipt may be obtained, and said notice addressed as follows:

If to Heathrow:	Heathrow 4, L.L.C. c/o Colonial Properties Services, Inc. Attn: Charles B. Pell, Jr. 2101 6 th Avenue North, Suite 750 Birmingham, Alabama 35203
With a copy to:	Shutts & Bowen LLP Attn: Scott D. Newsom, Esq. 300 South Orange Avenue Suite 1000 Orlando, Florida 32801
If to FBC:	Florida Bank of Commerce Attn: Ian Donkin 105 East Robinson Street Orlando, Florida 32801
With a copy to:	Lowndes, Drosdick, Doster, Kantor & Reed Attn: Michael A. Ryan, Esq. 215 North Eola Drive Orlando, Florida 32801
If to the County:	Seminole County Engineer Attn: Tom Radzai 520 West Lake Mary Boulevard Suite 200 Sanford, Florida 32773
With a copy to:	County Attorney 1101 East First Street Sanford, Florida 32771

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment in a manner and form sufficient to bind them as of the date and year set forth above.

Signed, sealed and delivered in the presence of the following witnesses:

Print Name: _____

Print Name: _____

HEATHROW:

HEATHROW 4, L.L.C., a Delaware limited liability company

By: **COLONIAL PROPERTIES SERVICES, INC.**, an Alabama corporation, as its sole Member

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2007, by _____ as the _____ (title) of Colonial Properties Services, Inc., an Alabama corporation, the sole Member of **HEATHROW 4, L.L.C.**, a Delaware limited liability company, on behalf of the corporation and the company. He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY SEAL:

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

Signed, sealed and delivered in the presence of the following witnesses:

Print Name: _____

Print Name: _____

FBC:

FLORIDA BANK OF COMMERCE,
a Florida corporation

By: _____

Print Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 2007, by _____ as the _____ (title) of **FLORIDA BANK OF COMMERCE**, a Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

NOTARY SEAL:

Notary Public, State of _____

Print Name: _____

Commission No.: _____

My Commission Expires: _____

ATTEST:

COUNTY:

**BOARD OF COUNTY
COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: _____
BRENDA CAREY, Chairman

Date: _____

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

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

County Attorney

EXHIBIT "A"

Retention Parcel

A PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2632, PAGES 886-902, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 521, PAGE 670-672 AND OFFICIAL RECORDS BOOK 163, PAGE 381, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

DESCRIPTION 814 - RETENTION POND EASEMENT

COMMENCE AT THE TINKLEPAUGH NAIL & DISK MARKING THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST IN SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°52'10" EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 332.67 FEET; THENCE SOUTH 00°07'50" WEST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'10" EAST, 390.48 FEET TO A POINT OF A LINE 25.00 FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF A 50.00 FOOT COUNTY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 521, PAGES 670-672 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°00'53" EAST ALONG SAID PARALLEL LINE, 281.36 FEET; THENCE SOUTH 89° 14' 07" WEST, 215.42 FEET; THENCE SOUTH 61°14'07" WEST, 97.00 FEET; THENCE SOUTH 89°14' 07" WEST, 92.00 FEET; THENCE NORTH 16°45'53" WEST, 81.76 FEET THENCE SOUTH 89°52'10" EAST, 40.32 FEET; THENCE NORTH 31°16'23" WEST, 33.42 FEET; THENCE NORTH 04°06' 03" WEST, 50.00 FEET; THENCE NORTH 01°33'15" WEST, 50.00 FEET; THENCE NORTH 08°29'13" EAST, 49.06 FEET; THENCE NORTH 00°07'50" EAST, 77.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.73 ACRES, MORE OR LESS.

PARCEL IDENTIFICATION NUMBER 06-20-30-5UD-0000-0330-0-6.

EXHIBIT "B"

FBC Parcel

A PORTION OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ¼ OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA; THENCE RUN S89°44'51"E, ALONG THE NORTH LINE OF SAID NORTHWEST ¼, A DISTANCE OF 723.84 FEET; THENCE DEPARTING SAID NORTH LINE RUN S00°15'09"W, A DISTANCE OF 60.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF BUSINESS CENTER DRIVE EXTENSION; THENCE RUN S00°06'26"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 276.30 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE S00°06'26"W ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 262.65 FEET; THENCE DEPARTING SAID WEST RIGHT-OF-WAY LINE, RUN S89°53'34"W, A DISTANCE OF 207.00 FEET; THENCE N00°06'26"E, A DISTANCE OF 262.65 FEET; THENCE N89°53'34"E, A DISTANCE OF 207.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

Sketch

See Attached

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL.
RECORDED & VERIFIED

305588

00 APR 22 PM 4: 18

This instrument was prepared
by and should be returned to:
Brian D. Forbes, Esquire
Lowndes, Drednick, Doster,
Kantor & Reed
215 North Falls Drive
Orlando, Florida 32801

OFFICIAL RECORDS
BOOK 3635
PAGE 1088
SEMINOLE CO. FL

RETURN TO: W. KEITH ROBERTS, ROAD PROJECT ACQUISITION MGR.
COUNTY ATTORNEY'S OFFICE - ELECTIONS
520 W. LAKE MARY AVE.
SANFORD, FLORIDA 32773

1515

**HIBC DEVELOPMENT COMPANY/SEMINOLE COUNTY
NON-EXCLUSIVE DRAINAGE EASEMENT
AND JOINT UTILIZATION AGREEMENT**

THIS NON-EXCLUSIVE DRAINAGE EASEMENT AND JOINT UTILIZATION AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 1st day of April, 1999, by and between **HIBC DEVELOPMENT COMPANY**, a Florida general partnership, whose address is c/o Pizzuti Development, Inc., 250 East Broad Street, Suite 1900, Columbus, Ohio 43215, hereinafter referred to as "HIBC"; and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY."

WITNESSETH:

WHEREAS, HIBC is the fee simple owner of that certain parcel of real property situated in Seminole County, Florida more particularly described in **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Retention Parcel"); and

WHEREAS, the COUNTY is in the process of expanding and improving County Road ("C.R.") 46A in the vicinity of the Retention Parcel, which expansion and improvement project (hereinafter referred to as the "C.R. 46A Phase I Project") will generate the need for additional land to accommodate stormwater runoff; and

WHEREAS, HIBC is desirous of granting and conveying to the COUNTY, and the COUNTY is desirous of accepting from HIBC, a perpetual, non-exclusive easement over, across, under, upon and through the Retention Parcel, for stormwater drainage from the C.R. 46A Phase I Project, pursuant to the terms and conditions of this Agreement, as more particularly set forth herein below (hereinafter referred to as "Drainage Easement"); and

WHEREAS, the COUNTY and HIBC further desire to establish terms and conditions under which the COUNTY and HIBC may jointly utilize the Retention Parcel, and the drainage facilities to be constructed thereon, and expand the same onto contiguous property owned by HIBC, and to fully set forth said terms and conditions herein; and

305588

OFFICIAL RECORDS
BOOK PAGE

3635 1089
SEMINOLE CO. FL

WHEREAS, the COUNTY has determined that this Agreement is in the public interest and of benefit to the County and its citizens.

NOW THEREFORE, for and in consideration of the premises and the mutual grants, covenants and promises hereinafter contained, HIBC hereby grants, declares and conveys to the COUNTY, a perpetual, non-exclusive (to the extent that HIBC shall retain all rights of a fee owner not inconsistent with this Agreement), easement for stormwater conveyance, retention and treatment, upon the following terms and conditions:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. Grant of Perpetual Stormwater Drainage Easement. HIBC hereby grants, declares and conveys to the COUNTY a perpetual, non-exclusive (to the extent that HIBC shall retain all rights of a fee owner not inconsistent with this Agreement) easement over, across, under, upon and through the Retention Parcel for the purpose of conveying, retaining and treating stormwater runoff from the C.R. 46A Phase I Project. The COUNTY hereby agrees that, except for drainage structures required by the COUNTY to exercise its drainage rights as hereunder conveyed, the COUNTY shall not construct, locate, or cause to be constructed or located, any above ground structures within the Retention Parcel. The Retention Parcel may be utilized by the COUNTY for any and all drainage purposes herein described, and the COUNTY shall have the full authority to enter upon the Retention Parcel to excavate, construct and maintain, as the COUNTY may deem necessary in its exclusive discretion, a drainage system consisting of pipes, ditches, and ponds for water retention or detention, or any combination thereof, together with the appurtenant drainage structures. The COUNTY and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that interfere with the location, excavation, operation, utility or maintenance of the drainage facilities or maintenance functions. HIBC and its successors and assigns agree not to build, construct, create, or permit others to build, construct or create any buildings or other structures on the Retention Parcel which will interfere with the location, excavation, operation, utility or maintenance of the COUNTY's drainage facilities or stormwater drainage system placed thereon.

Section 3. Joint Use. HIBC and its successors and assigns retain all rights to use the Retention Parcel not in conflict with the rights of use transferred to the County hereunder, including the right to convey or transmit onto the Retention Parcel stormwater drainage from HIBC's real property located contiguous to the Retention Parcel and the retention and treatment of said stormwater drainage thereon, to the extent the same, when determined by the COUNTY, in its reasonable discretion, does not impede or interfere with the use and utility of the COUNTY's water retention, detention or drainage functions, purposes and systems. Specifically, such joint use of the Retention Parcel and the COUNTY's drainage facilities by HIBC, which may include the expansion of the stormwater pond and the associated drainage improvements and facilities onto the contiguous property owned by HIBC, and the commingling of the COUNTY and HIBC's stormwater therein, shall not impede or interfere with the COUNTY's ability to accept, treat, retain or detain stormwater

drainage from the C.R. 46A Phase I Project. The COUNTY acknowledges that joint use by HIBC may require modification of the COUNTY's Water Management Permit and that this Drainage Easement may need to be modified based upon such permit requirements, needs and engineering variables to the extent that the drainage improvements and facilities may be expanded onto other areas of HIBC's contiguous property or reduced in size depending upon ultimate stormwater permitting requirements. Should stormwater drainage facilities and improvements need to be expanded outside the limits of the Retention Parcel, HIBC hereby commits to grant the COUNTY a perpetual Drainage Easement over and across any additional land area owned by HIBC, under the terms and conditions contained herein.

Section 4. Construction, Repair and Maintenance. The COUNTY shall bear the full expense and responsibility of construction of the COUNTY's drainage facilities to be located within the Retention Parcel. The COUNTY shall be responsible for repairs and maintenance to the COUNTY's drainage facilities until such time as the COUNTY authorizes HIBC to assume the maintenance responsibility for the COUNTY's facilities pursuant to Section 11, below. Until the COUNTY grants HIBC's request to assume sole maintenance responsibility, HIBC shall have the right to supplement or exceed the level of maintenance provided by the COUNTY for the Retention Parcel and the COUNTY's drainage facilities, provided that HIBC's maintenance of the Retention Parcel and drainage facilities shall not interfere with the COUNTY's use thereof. The COUNTY shall have and retain the right to enter upon HIBC property for the purpose of maintaining and repairing the COUNTY's drainage facilities. HIBC shall be responsible, at its sole cost and expense, for designing, permitting and constructing any modifications to the COUNTY's stormwater drainage facilities necessary to accommodate HIBC's stormwater drainage. The responsibility for maintenance of those portions of any joint-use drainage facilities designed and constructed by HIBC, including all costs thereof, shall be solely HIBC's. At no time shall the COUNTY bear the maintenance responsibility or expense for HIBC's drainage facilities, but the COUNTY shall make all reasonable accommodations to allow HIBC to assume all maintenance for the joint use drainage facilities, including the COUNTY's portion thereof.

Section 5. Indemnification. The COUNTY shall, to the extent authorized by law, indemnify, save and hold HIBC, its officers, employees and agents, harmless from and against any and all damages, expenses, losses, claims, injuries and liabilities arising or resulting from or in connection with the COUNTY's use or maintenance of the Retention Parcel, or construction, use or maintenance of any drainage facilities constructed by the County thereon. HIBC hereby agrees to indemnify, save and hold the COUNTY, its commissioners, officers, employees and agents, harmless from and against any and all damages, expenses, losses, claims, injuries and liabilities arising or resulting from or in connection with HIBC's, or its successors' or assigns', joint use of the COUNTY's drainage facilities within the Retention Parcel, including any and all claims and actions brought by third parties. To the extent required by law, if specific consideration for the indemnification provided herein is required to be given by the COUNTY to HIBC then ONE AND NO/100 DOLLARS (\$1.00) of the value for the consideration set forth in this Agreement shall be deemed to be such specific consideration. HIBC acknowledges the adequacy and sufficiency of said specific consideration. Should the six (6) foot high chain link fence to be installed by the COUNTY

enclosing the Retention Parcel and the County's drainage facilities be removed by HIBC as part of its landscaping and maintenance within the Retention Parcel and surrounding area, as provided for in Section 11, below, or should the COUNTY agree at HIBC's request to not install such fence, HIBC shall be solely responsible for and shall hold the COUNTY harmless for any and all incidents arising out of removal of or failure to install the said fence. HIBC shall be solely responsible for reimbursing the COUNTY for any damage to the drainage facilities caused by HIBC which necessitates repairs by the COUNTY.

Section 6. Duration. The Drainage Easement herein granted shall be perpetual in duration and, except as provided for herein, shall not be changed, altered or amended, except by an instrument in writing and of equal dignity herewith executed by the COUNTY and HIBC or their respective successors and assigns.

Section 7. Covenant Running With the Land. The Drainage Easement herein conveyed and all conditions and covenants set forth herein are intended to be and shall be construed as covenants running with the land, binding upon and inuring to the benefit of the COUNTY, HIBC and any person or entity having or acquiring any interest in the Retention Parcel, or any portion thereof.

Section 8. Attorney's Fees. In the event either party to this Agreement should bring suit to interpret or enforce any term or provision of this Agreement, the prevailing party in any such suit, shall be entitled to recover from the other party, in addition to any damages or other relief granted as the result of such suit, all costs and expenses of such suit, including reasonable attorneys' fees and paralegals' fees incurred by the prevailing party prior to trial, at trial, and on appeal. This provision shall not act as a waiver of the COUNTY's sovereign immunity.

Section 9. Incidental Rights. The Drainage Easement hereby created and granted includes the creation of all incidental rights in favor of the COUNTY as are reasonably necessary for the use and enjoyment of said Drainage Easement, the Retention Parcel, and the drainage facilities to be constructed or located thereon. The COUNTY shall have the right, subject to its obtaining all necessary permits and approvals, to clear, keep clear and remove from the Retention Parcel and drainage facilities, any and all trees, undergrowth, and any and all other obstructions whatsoever that reasonably may interfere with the development (including excavation) and maintenance of the Retention Parcel, or the construction, installation or maintenance of the drainage facilities within the Retention Parcel as authorized hereunder. All said incidental rights shall be subordinate to the rights of HIBC should HIBC be authorized by the COUNTY to assume the COUNTY's maintenance obligations, and install and maintain landscaping and related improvements on the Retention Parcel, in accordance with Section 11, below.

Section 10. No Public Rights Created. Nothing herein shall create or be construed to create any rights for the benefit of the general public to enter upon, occupy or use the Retention Parcel conveyed herein to the COUNTY; notwithstanding that the COUNTY is a political subdivision of the State of Florida and is obtaining the rights granted herein for a public purpose.

Section 11. Maintenance. The parties acknowledge that the COUNTY will perform only functional maintenance of the Retention Parcel and the COUNTY's drainage facilities within the Retention Parcel, such as periodic mowing, brush removal, grading and any other functional maintenance, consistent with the standards adopted by the COUNTY for its overall road maintenance program and those set forth in the COUNTY's Land Development Code. The COUNTY agrees that HIBC, at its sole and exclusive expense, subject to the COUNTY authorizing HIBC to assume all COUNTY maintenance responsibilities for the Retention Parcel, which authorization shall not be unreasonably denied, delayed or conditioned, may landscape any portions or all of the Retention Pond, in a manner acceptable to HIBC in its sole discretion. Under such circumstances, HIBC may also place on and within the Retention Parcel, such aesthetically attractive improvements (fountains, lights, etc.) as are deemed appropriate by HIBC in its sole discretion, subject to the COUNTY'S approval, to the extent that the same shall not interfere with the purpose, utility and function of said drainage facilities within the Retention Parcel, which approval shall not be unreasonably denied, delayed or conditioned.

Section 12. Remedies. Each party shall have any and all remedies as permitted by law; provided, however, that the parties agree to provide for meaningful dialogue and communications, should disputes or disagreements arise as to the interpretation or implementation of the Agreement.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida. HIBC and the COUNTY 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 14. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only, and shall not affect the construction or interpretation thereof.

Section 15. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound hereby.

Section 16. Compliance with Disclosure Requirements. HIBC shall fully comply with the disclosure provisions of Section 286.23, Florida Statutes, as the same apply to this Agreement and to HIBC's conveyance to the COUNTY of stormwater drainage easement rights hereunder.

Section 17. Title. HIBC does hereby covenant with the COUNTY that it is lawfully seized and possessed of the Retention Parcel, and that it has a good and lawful right to convey the said Drainage Easement free and clear from any and all liens, encumbrances or priority interests, except (i) easements and rights-of-way of record, if any, (ii) land use and building laws, codes, ordinances, and regulations, and (iii) real property taxes and assessments not yet due and payable. HIBC does hereby covenant with the COUNTY that it will take no action to intentionally frustrate, jeopardize or otherwise adversely affect the rights and title to the Retention Parcel herein conveyed to the COUNTY. In addition to all common law covenants of title, HIBC's conveyance to the COUNTY

shall include the covenant of further assurances. ~~Should the HIBC~~ ^{SEMI-DETACHED} HIBC property be subject to any mortgages or loans, HIBC shall cause said interests to be partially released from the Retention Parcel or subordinated to the Drainage Easement, on a form acceptable to HIBC and approved by the COUNTY, prior to execution of this Agreement by the COUNTY; provided, however, that failure of the COUNTY to obtain the partial release or subordination documents prior to execution of this Agreement shall not operate as a waiver of this requirement.

Section 18. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed to be accomplished upon receipt if sent by hand delivery, facsimile, or courier; and within three (3) business days of depositing same with U. S. Mail, Certified Mail, Return Receipt Requested to the following addresses:

HIBC

HIBC Development Company
c/o Pizzuti Development, Inc.
255 South Orange Avenue
Suite 1350
Orlando, Florida 32801
Attention: Mark Evans

With a Copy To:

Pizzuti Equities Inc.
250 East Broad Street
Suite 1900
Columbus, Ohio 43215
Attention: Richard C. Daley

COUNTY

County Engineer
Reflections Plaza
520 West Lake Mary Boulevard
Suite 200
Sanford, Florida 32773

Section 19. Effective Date. This Agreement shall take effect on the date that this Agreement is fully executed by the above parties.

[SIGNATURES AND NOTARY BLOCKS ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Agreement in a manner and form sufficient to bind them as of the date set forth above.

Signed, Sealed and Delivered
in our presence:

HIBC DEVELOPMENT COMPANY, a
Florida general partnership

Signature

Print Name

Signature

Print Name

By: Pizzuti Properties/HIBC Limited
Company, an Ohio limited liability
company, its Managing General Partner.

By: Pizzuti Equities Inc., a Delaware
corporation, its Managing Member

By:

RICHARD C. DALEY
Executive Vice President

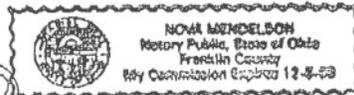
(CORPORATE SEAL)

STATE OF OHIO)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this 1ST day of March, 1999
by RICHARD C. DALEY, Executive Vice President of Pizzuti Equities Inc., as the Managing
Member of Pizzuti Properties/HIBC Limited Company, an Ohio limited liability company, as the
Managing General Partner of HIBC Development Company, a Florida general partnership, on behalf
of the partnership. He is personally known to me, or has produced
~~no identification~~

Print Name

Notary Public in and for the County and
State Aforementioned
My commission expires:



OFFICIAL RECORDS
BOOK PAGE

3635 1095

WITNESSES:

SEMINOLE CO. FL

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: Carlton D. Henley
CARLTON D. HENLEY, Chairman

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

Class I Parcel 814; H10C
For the use and reliance of Seminole County
only. Approved as to form and legal
sufficiency.

Date: 4/1/99

As authorized for execution by
the Board of County Commissioners
at their March 23, 1999, regular
meeting.

Henry M. Brown
County Attorney

0270386033698887-2

Not a certified copy

EXHIBIT "A"

PARCEL NO. 814

A PART OF THE PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2632, PAGES 886-902, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS RIGHT-OF-WAY DESCRIBED IN OFFICIAL RECORDS BOOK 521, PAGE 670-672 AND OFFICIAL RECORDS BOOK 163, PAGE 381, AS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

BEING DESCRIBED AS FOLLOWS:

DESCRIPTION 814 - RETENTION POND EASEMENT

COMMENCE AT THE TINKLEPAUGH NAIL & DISK MARKING THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 20 SOUTH, RANGE 30 EAST IN SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 89°52'10" EAST ALONG THE NORTH LINE OF SAID SECTION 6, A DISTANCE OF 332.67 FEET; THENCE SOUTH 00°07'50" WEST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°52'10" EAST, 390.48 FEET TO A POINT OF A LINE 25.00 FEET WEST OF AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY LINE OF A 50.00 FOOT COUNTY ROAD AS RECORDED IN OFFICIAL RECORDS BOOK 521, PAGES 670-672 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; THENCE SOUTH 00°00'53" EAST ALONG SAID PARALLEL LINE, 281.36 FEET; THENCE SOUTH 89°14'07" WEST, 215.42 FEET; THENCE SOUTH 61°14'07" WEST, 97.00 FEET; THENCE SOUTH 89°14'07" WEST, 92.00 FEET; THENCE NORTH 16°45'53" WEST, 81.76 FEET; THENCE SOUTH 89°52'10" EAST, 40.32 FEET; THENCE NORTH 31°16'23" WEST, 33.42 FEET; THENCE NORTH 04°06'08" WEST, 50.00 FEET; THENCE NORTH 01°33'15" WEST, 50.00 FEET; THENCE NORTH 08°29'13" EAST, 49.06 FEET; THENCE NORTH 00°07'50" EAST, 77.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.73 ACRES, MORE OR LESS.

PARCEL IDENTIFICATION NUMBER 06-20-30-SUD-0000-0330-0-6.

Topographic Certified Copy

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Interlocal Utility Construction Agreement between Seminole County and the City of Altamonte Springs to Construct or Relocate City-Owned Utilities in Conjunction with the Bunnell Road / Eden Park Avenue (a/k/a Eden Park Road) Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: David Nichols

EXT: 5657

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute an Interlocal Utility Construction Agreement with the City of Altamonte Springs to facilitate the construction of City utilities within County rights-of-way in conjunction with the Bunnell Road / Eden Park Avenue (a/k/a Eden Park Road) Project.

District 3 Dick Van Der Weide

Jerry McCollum

BACKGROUND:

Seminole County is proposing roadway improvements to Bunnell Road and Eden Park Avenue (a/k/a Eden Park Road) (Capital Improvement Project #00006202). This work will require the existing City-owned utilities located within the construction corridors to be adjusted or relocated. The City and the County agree that there are benefits to both agencies for the City's utilities to be relocated by the County's contractor in conjunction with the County's roadway work. The Interlocal Agreement between Seminole County and the City of Altamonte Springs will formalize this arrangement.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute an Interlocal Utility Construction Agreement with the City of Altamonte Springs to facilitate the construction of City utilities within County rights-of-way in conjunction with the Bunnell Road / Eden Park Avenue (a/k/a Eden Park Road) Project.

ATTACHMENTS:

1. Location Map
2. Interlocal Agmt-Altamonte Springs-Bunnell-Eden Park

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)</p>
--

Seminole County/City of Altamonte Springs

Interlocal Utility Construction Agreement

Bunnell Road/Eden Park Avenue



LOCATION MAP

SEMINOLE COUNTY AND CITY OF ALTAMONTE SPRINGS
INTERLOCAL UTILITY CONSTRUCTION AGREEMENT
BUNNELL ROAD/EDEN PARK AVENUE CONSTRUCTION PROJECT

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2007, by and between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," and the CITY OF ALTAMONTE SPRINGS, a Florida municipal corporation, whose address is 225 Newburyport Avenue, Altamonte Springs, Florida 32701, hereinafter referred to as "CITY".

W I T N E S S E T H:

WHEREAS, the parties hereto have the common power to construct utility and roadway facilities and to contract for the performance of such work; and



WHEREAS, CITY desires, at its expense, to construct water and sewer utilities, hereinafter referred to as "City Utility Work", within COUNTY's rights-of-way, in conjunction with the County roadway construction project known as the Bunnell Road/Eden Park Avenue Construction Project, hereinafter referred to as "County Project"; and

WHEREAS, CITY has requested that COUNTY include the City Utility Work, as defined in Section 2 hereinbelow, in the County Project in order to meet the needs of CITY and complete the City Utility Work in a manner that is economical and timely for CITY; and

WHEREAS, COUNTY is willing to provide such work pursuant to the terms and conditions of this Agreement; and

WHEREAS, this Agreement is authorized by the provisions of Chapters 125, 163 and 166, Florida Statutes, and other applicable law,

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, COUNTY and CITY agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement upon which the parties have relied.

Section 2. General. The CITY acknowledges that certain of its water and sewer utility infrastructure components are included within the geographic parameters of the County Project. CITY further acknowledges that, consequently, such components must be relocated as shown on the construction plans  and defined in Section 4 below and referred to throughout this Agreement as the City Utility Work. CITY shall be solely responsible for payment of the costs associated with the City Utility Work tasks as set forth in the City Design Plans, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Section 3. Rights-of-Way. The parties acknowledge and agree that the County Project and the City Utility Work shall take place within COUNTY rights-of-way. COUNTY shall not be obligated to perform any City Utility Work that requires it to acquire any property interests, including temporary construction easements, over and above those already acquired by COUNTY or CITY. CITY shall be responsible for acquiring and paying for any additional property interests or other

rights that may be necessary to complete the City Utility Work prior to performance of said City Utility Work by COUNTY.

Section 4. Construction Plans.

(a) Inasmuch as the City Utility Work shall occur in an area where COUNTY plans to make grade changes for roadway construction and construct underground stormwater facilities, including pipelines and appurtenant structures, it is in the best interest of CITY and COUNTY to have the City Utility Work and roadway construction performed pursuant to the same construction contract, hereinafter referred to as "County Contract". Accordingly, CITY, through its consultant, HDR Engineering, Inc., (HDR), with a mailing address of 315 East Robinson Street, Suite 400, Orlando, Florida 32801, has prepared the design plans for the City Utility Work, hereinafter referred to as "City Design Plans" and furnished signed and sealed copies of such City Design Plans to COUNTY. The parties hereto agree that HDR prepared the City Design Plans with the intent that all of the City Utility Work shall be performed by COUNTY's contractor, hereinafter referred to as "COUNTY's Contractor". These plans consist of:

1. BUNNELL ROAD UTILITY RELOCATIONS

<u>SHEET NO.</u>	<u>LATEST DATE</u>	<u>DESCRIPTION</u>
AS-1	November, 2004	Cover Sheet
AS-2	November, 2004	Summary of Quantities
AS-3	November, 2004	General Notes
AS-4	November, 2004	Sheet Layout and Construction Phasing
AS-5 to AS-10	November, 2004	Plan/Profile Sheets
AS-11 to AS-14	November, 2004	Standard Details

2. EDEN PARK AVENUE UTILITY RELOCATIONS

<u>SHEET NO.</u>	<u>LATEST DATE</u>	<u>DESCRIPTION</u>
AS-1	March, 2006	Cover Sheet
AS-2	March, 2006	Summary of Quantities
AS-3	March, 2006	General Notes
AS-4 to AS-9	March, 2006	Plan/Profile Sheets
AS-10	March, 2006	Connection Details
AS-11 to AS-14	March, 2006	Standard Details

(b) The CITY acknowledges and agrees that COUNTY review of the City Design Plans may require CITY to make changes to the plans or submit additional information to COUNTY.

(c) No additional work beyond that specified in Subsection 4(a) shall be preformed without notification to and concurrence of CITY; provided, however, that if in the opinion of COUNTY's consulting engineer an emergency exists, the consulting engineer may authorize measures, which in his/her professional opinion, are reasonably necessary to prevent or mitigate any resulting damages. In the event that the COUNTY's consulting engineer authorizes measures without prior review and concurrence of the CITY, the COUNTY shall provide after the fact notice within three (3) days to the CITY.

(d) Additional work required for the City Utility Work beyond that specified in the County Contract may be authorized by change order issued by COUNTY in accordance with the procedure set forth in Subsection 4(c) and paid for in full by CITY. Any reduction of the cost for the City Utility Work made by change order approved by COUNTY will reduce the total amount to be paid by CITY to COUNTY.

Section 5. Utility Specifications. The CITY shall provide COUNTY with the signed and sealed specifications for construction of the City

Utility Work. Such utility specifications shall include copies of issued permits, payment application, submittal requirements, as-built survey and record drawing requirements, testing requirements, requirements for the payment of the two (2) year maintenance bond to be provided by COUNTY's Contractor to CITY and any other information needed by COUNTY or COUNTY's Contractor for construction. CITY acknowledges that COUNTY's review of the specifications may require CITY to make changes to the specifications or submit additional information to COUNTY as set forth in Section 4 hereunder.

Section 6. Permitting. The CITY accepts sole responsibility for obtaining, at CITY expense, all necessary Florida Department of Environmental Protection (FDEP) and Florida Department of Transportation (FDOT) permits for the City Utility Work. The COUNTY's Contractor shall be responsible for obtaining the COUNTY right-of-way permit for the CITY Utility Work.

Section 7. Bidding and Contract Award. The CITY shall provide COUNTY with a bid schedule containing bid items (item number and description), unit of measure and estimated quantity for all major items of the City Utility Work. The bid schedule shall be in tabular format with spaces provided for COUNTY's bidders to fill in unit prices and total prices for each bid item. CITY agrees that COUNTY review of the bid schedule may require CITY to make changes to the schedule or submit additional information to COUNTY.

(a) All tasks associated with bidding, including, but not limited to, bid advertisement, distribution of bid documents, bid opening, evaluation of bidders and award of the County Contract shall

be conducted by COUNTY. CITY shall provide written answers to questions from COUNTY and respond as needed to questions raised, if any, during the bidding process. Prior to the bid opening, CITY shall not communicate and shall advise HDR not to communicate in any manner with a prospective bidder, plan holder, subcontractor or other person, firm, or entity regarding the plans and specifications. The parties agree that all information regarding the bid documents, including the City Design Plans and specifications, questions, interpretations and explanations regarding same shall be processed through COUNTY.

(b) The COUNTY shall provide CITY with a copy of all bids received so CITY can evaluate all submitted prices for the City Utility Work. CITY understands and agrees that COUNTY shall award the County Contract to the lowest responsive, responsible bidder for the County Project in accordance with COUNTY's Purchasing Code requirements, and acknowledges that the bid containing the lowest bid for COUNTY work may not necessarily include the lowest submitted bid for the City Utility Work.

(c) The COUNTY shall not award the County Contract until FDEP approval. If FDEP approval is not received within sixty (60) days after determination by COUNTY of the apparent responsive low bidder, then the City Utility Work may be deleted from the County Contract and COUNTY's award and contract execution shall proceed without including the City Utility Work. CITY shall be responsible for subsequent additional costs and charges, if any, caused by issuance of a change order to reincorporate the City Utility Work into the awarded County Contract.

(d) Until twenty (20) calendar days after bid opening, CITY may elect to withdraw the City Utility Work from the process by providing written notice to COUNTY. From twenty-one (21) days after bid opening, CITY may not terminate this Agreement without providing thirty (30) days written notice to COUNTY and paying all costs and expenses incurred for the City Utility Work by COUNTY and COUNTY's Contractor up to the date of notification of termination by CITY.

Section 8. Administration of Construction Contract. Any communication with COUNTY's Contractor during construction shall be through COUNTY or COUNTY's designated Construction Engineering and Inspection Professional Engineer, hereinafter referred to as "CEI Consultant". CITY is authorized to consult with the CEI Consultant during the construction period regarding the City Utility Work. Construction layout, construction coordination, including coordination with other utilities and scheduling all work are the sole responsibility of COUNTY, the CEI Consultant and COUNTY's Contractor and not the responsibility of CITY or HDR.

(a) The COUNTY shall ensure that the CEI Consultant shall: (1) schedule and attend the preconstruction meeting, progress meetings and project closeout meetings with COUNTY's Contractor; (2) provide on-site inspection services, engineering services, surveys for as-built drawings and final quantities; (3) provide construction coordination with subcontractors, surveyors, layout personnel and construction quality control testing personnel; and (4) issue instructions to COUNTY's Contractor, coordinate the processing of contract change orders, process payment applications and conduct punch list and final

inspections of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents.

(b) The CITY and/or HDR shall attend the preconstruction meeting, review and respond to COUNTY, COUNTY's Contractor or CEI Consultant questions or requests for information and review proposed construction changes. CITY shall consult with the CEI Consultant during the construction period. CITY shall not issue directions, interpretations, product approvals or denials, grant time extensions, approve payment of claims, or in any way administer the COUNTY Contract or construction or associated paperwork with the COUNTY's Contractor inasmuch as such actions shall be approved and issued by COUNTY in accordance with applicable provisions of COUNTY's Contract. CITY shall be responsible for  the cost of conflict manholes not included in COUNTY's Contract.

(c) The CITY shall have the opportunity to review and approve all shop drawings, manufacturers' brochures or catalogs, and change orders related to the City Utility Work prior to approval by COUNTY for inclusion in COUNTY's Contract. CITY shall be responsible for payment to COUNTY for costs resulting from approved change orders related to the City Utility Work. COUNTY shall make all reasonable efforts to accommodate CITY's request for change orders relating to the City Utility Work. In the event of a conflict or dispute relating in any way to the City Utility Work, COUNTY shall have final authority.

(d) The CITY shall be solely responsible for coordinating and obtaining all FDEP approvals, processes and notifications required for the City Utility Work. The COUNTY's Contractor shall take the bacteriological samples and submit satisfactory results, along with the required signed and sealed as-builts and/or record drawing information, to the COUNTY's CEI Consultant. The COUNTY's CEI Consultant shall coordinate with the CITY in obtaining the required signatures for FDEP certificates for permit clearances from the CITY and from HDR. The CITY shall coordinate with HDR and work with the COUNTY's CEI Consultant to ensure that permit clearance processing is handled in a timely manner.

Section 9. Inspection During Construction. The CITY and HDR shall have the right at all times to non-intrusively inspect the City Utility Work and any and all records relating to the performance of the City Utility Work, the contract administration and all inspections. CITY and HDR may inspect the City Utility Work and any related construction; however, compliance with the construction documents shall also be evaluated based on geotechnical testing and other reports provided by the CEI Consultant and the coordination of construction activities, including the survey and layout of construction. CITY and HDR shall immediately notify COUNTY and CEI Consultant upon the discovery of any non-compliant records or construction work or other issues of concern. COUNTY shall, upon request, furnish CITY with three (3) copies of all reports requested by CITY. CITY shall ensure that copies of any reports or other

documents issued by CITY inspectors or HDR are provided to COUNTY and the CEI Consultant.

Section 10. Maintenance of Facilities. During construction, the maintenance of installed City Utility Work is the responsibility of the COUNTY's Contractor. It is anticipated that installation and startup of the City Utility Work shall occur prior to completion of the roadway portion of the construction contract. During this period, CITY shall be allowed to operate its facilities; however, protection of the completed facilities and maintenance during construction shall be the continued responsibility of the COUNTY's Contractor until final contract closeout. If, during the course of the work, cessation of utility services occurs, it shall not constitute a breach of this Agreement on the part of either party hereto and neither party shall be liable to the other for damage resulting from such cessation of services. This release of liability shall not be construed to release COUNTY's Contractor awarded the County Contract or any other third party from any liability for any damage from whatever cause whatsoever. Upon completion of the County Contract, acceptance of the City Utility Work by CITY, and final payment by CITY, CITY shall own, control, maintain and be responsible for its facilities in accordance with the terms of any and all utility permit(s).

Section 11. Schedule. Except as to delays covered by the force majeure provisions of COUNTY's Contract, should the City Utility Work be delayed for any reason within the CITY's control, CITY shall be responsible for the cost of any resultant time delays to COUNTY's roadway portion of the work performed by COUNTY's Contractor and/or

CEI Consultant caused by CITY's delay. If resolution of a time delay impact is not promptly reached or if the roadway's completion schedule is materially delayed by the City Utility Work, COUNTY shall immediately notify the CITY and may thereafter timely issue a change order to COUNTY's Contractor deleting the CITY's unfinished utility work from COUNTY's Contract if the CITY cannot resolve the issue within seven (7) business days.

Section 12. Administrative Agent. The COUNTY is designated as the party to administer this Agreement by and through its departments and officers, consultants and independent contractors.

Section 13. Cost Computation, Payment. The CITY shall pay to COUNTY the cost of the City Utility Work consistent with the approved and accepted bid, as documented by invoices from COUNTY's Contractor to COUNTY, plus a portion of the cost of the services of the CEI Consultant calculated as hereafter stated.

(a) It is the intent of the parties that all construction costs for the City Utility Work, excluding the CEI Consultant services, and including regulatory compliance testing, survey layout, preparation of record drawings and closeout submittals and the maintenance bond, be included in the bid price for the City Utility Work. Should COUNTY incur any cost directly related to performance of the City Utility Work, other than the CEI Consultant services, not included in the bid price, those costs shall be pre-approved by CITY, if practicable, and included in the amount payable by CITY upon submission of an invoice supporting the amount thereof.

(b) The CITY's share of the fee paid to the CEI Consultant by COUNTY shall be that portion of the CEI Consultant fee billed to COUNTY that bears the same ratio that the City Utility Work bears to the total County's Contract price for the roadway project, including the City Utility Work. Initially, the percentage to be used shall be based upon the bid as awarded by COUNTY. At the conclusion of the Project, the final percentage shall be calculated based upon the final contract amounts as adjusted by change orders, if any. Any difference between the amount paid using the initial percentage and the amount due using the final calculation shall be paid by CITY or COUNTY, as the case may be, within thirty (30) days after close out of the County Contract. By way of example, if the County Contract, as awarded, totals \$15,000,000.00 (including the cost of the City Utility Work) and the portion of that amount attributable to the City Utility Work is \$3,000,000.00, then the percentage applied to the CEI Consultant billing will be twenty percent (20%) (\$3,000,000.00 divided by \$15,000,000.00). The same method shall be used to calculate the final CEI Consultant fee percentage except the numbers shall reflect the final contract amounts, including all change orders, if any.

(c) On or before the sixty-second (62nd) day after award of the County Contract, CITY shall deposit with COUNTY twelve percent (12%) of the total bid amount for the City Utility Work. Such funds shall be held in a separate account and utilized to pay COUNTY Contractor's invoices related to the City Utility Work and the applicable portion of the CEI Consultant's fee. Should funds remain in the account after the County Contract closeout, such funds shall be credited against any

and all other charges payable by CITY to COUNTY pursuant to this Agreement. COUNTY shall refund any remainder to CITY within thirty (30) days of closeout of the County Contract.

(d) Beginning on the first day of the month following receipt of the first invoice from COUNTY's Contractor, COUNTY shall issue monthly bills to CITY for CITY's portion of payment due for the City Utility Work and the fee paid to the CEI Consultant, calculated as stated above. All late payments shall be assessed non-refundable interest at the statutory rate.

Section 14. Closeout. After final completion and acceptance of COUNTY Contractor's work on the City Utility Work and the County Project, CITY shall be entitled to receive one (1) set of twenty-four inches by thirty-six inches (24"x36") reproducible mylar (3 mil or greater) as-built survey drawings and one (1) electronic set of as-built survey drawings reflecting the City Utility Work, provided CITY has made all payments required by this Agreement.

Section 15. Duties and Level of Services. The COUNTY shall coordinate in good faith with CITY with regard to all services and work performed pursuant to this Agreement. Notwithstanding the above, however, all services and work hereunder shall be performed to the satisfaction of COUNTY or COUNTY's CEI Consultant, which shall decide, as provided herein, all questions, difficulties and disputes of whatever nature which may arise under or by reason of such services and work, the prosecution and fulfillment of the services and work hereunder and the character, quality, amount and value thereof, which decision upon all claims, questions and disputes shall be final and

conclusive with respect to all services and work performed or to be performed.

Section 16. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall have no claim against the other party for pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges whether granted by operation of law or by policy of the non-employing party.

Section 17. Funding/Termination. The CITY, by approving and executing this Agreement, represents and warrants that sufficient funds are available and have been properly budgeted to pay the anticipated costs of the City Utility Work and a portion of the CEI Consultant's fees, all as envisioned by this Agreement. CITY understands and agrees that it is in the best interest of both parties that the City Utility Work be accomplished simultaneously with the County Project. Accordingly, CITY shall not terminate this Agreement, except in the case of a breach of this contract by COUNTY, and in accordance with the provisions of this paragraph. To facilitate performance pursuant to this Agreement, each party agrees to provide full cooperation and assistance to the other. Except for failure to make payment, the circumstances whereby COUNTY may terminate this Agreement and remove the City Utility Work from the County Project are specified throughout this Agreement and are not subject to the provisions of this paragraph. As to any CITY claim of breach by COUNTY and as to a COUNTY claim of non-payment by CITY, the following shall apply:

(a) Notice. The party making the claim shall provide a written statement of the claim, providing as much detail as reasonably possible under the circumstances. The other party shall have ten (10) days to remedy the claim or, if the matter cannot be resolved in that time period, begin resolution thereof and thereafter, complete in a timely manner resolution of the claim.

(b) Settlement Discussions. If the dispute is not resolved as a result of the notice provided above, the CITY Manager and COUNTY Manager shall meet and attempt to reach a satisfactory resolution. If the dispute is not so resolved between the CITY Manager and COUNTY Manager, this Agreement shall be terminated on the seventh (7th) day after said meeting. In all events, CITY shall reimburse COUNTY for all costs and expenses incurred through the date of termination, including the amounts payable to COUNTY's Contractor and the CEI Consultant.

Section 18. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, and sent to:

For COUNTY:

County Manager
Seminole County
Seminole County Services Building
1101 East First Street
Sanford, FL 32771

With a copy to:
Director, Department of Public Works
500 W. Lake Mary Boulevard, Suite 200
Sanford, FL 32773

For CITY:

City Manager
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

With a copy to:
City Engineer
City of Altamonte Springs
225 Newburyport Avenue
Altamonte Springs, FL 32701

Either of the parties may change, by written notice as provided above, the addresses or persons for receipt of notices.

Section 19. Liability.

(a) To Third Parties. As to the City Utility Work, CITY shall, to the extent permitted by Florida Law, indemnify and hold COUNTY harmless from and against all liability, loss, costs, damages and claims of any kind arising from personal injuries, including death, or property damage suffered by third parties as a result of the City Utility Work. The term "third parties" is intended to mean all persons, firms or other legal entities except CITY, COUNTY, COUNTY's Contractor, and the CEI Consultant. COUNTY Contractor's contract and CEI Consultant's contract shall include an indemnity in favor of CITY, as well as in favor of COUNTY, for all liability arising from COUNTY Contractor's work or CEI Consultant's work, respectively. Further, the aforementioned contracts shall include a provision stating that CITY is a third party beneficiary of the respective contracts. In addition, to the extent permitted by law, CITY shall indemnify COUNTY, the COUNTY's Contractor and the CEI Consultant from and against any and all claims related to or arising from the failure of CITY to

obtain necessary easements for the location of CITY facilities outside COUNTY's rights-of-way. Nothing herein shall be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes.

(b) To COUNTY. The CITY shall indemnify and hold COUNTY harmless from any and all contract claims made by COUNTY's Contractor or the CEI Consultant for damages, extra compensation, profit, overhead expenses for both home office and field operations, or any such cost or expenses related to, or arising from the City Utility Work, it being understood and agreed that COUNTY is including this work in its County Contract in order to save CITY time and money and that COUNTY is essentially acting as CITY's agent with respect to this work. CITY shall be relieved from the obligations imposed by this paragraph on account of any breach of contract by COUNTY related to this Agreement, COUNTY's Contract with its Contractor or its contract with the CEI Consultant; it being the intent of the parties that CITY shall pay the total amount which may be or become payable on account of any claim covered by this paragraph, leaving open the issue of whether CITY is entitled to recover damages from COUNTY on account of the breach of contract. CITY has the right to participate in any settlement discussions with CEI Consultant or COUNTY's Contractor relating to the City Utility Work, so long as CITY pays its share of the costs of litigation, including the judgment. Nothing herein shall be construed to waive or expand the provisions and requirements of Section 768.28, Florida Statutes.

(c) These indemnity obligations include any and all charges, expenses and costs, including, but not limited to, attorney's fees both at trial and on appeal incurred by COUNTY on account of or by reason of any such damages, liability, claims, suits, or losses.

Section 20. Entire Agreement. 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. 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 21. Conflict of Interest. The parties agree that they will not contract for or accept employment for the performance of any work or services with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of the obligations of this Agreement.

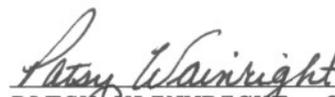
Section 22. Constitutional and Statutory Limitations. The terms and conditions of this Agreement are applicable only to the extent they are within and consistent with the constitutional and statutory limitations on the authority of CITY and COUNTY. Specifically, the parties acknowledge that COUNTY and CITY are without authority to grant or pledge a security interest pursuant to this Agreement or any other property either real or personal that is owned by COUNTY or CITY.

Section 23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties consent to venue in the Circuit Court in and for Seminole County, Florida as to State actions and the United States District Court for the Middle District of Florida as to Federal actions.

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

ATTEST:

CITY OF ALTAMONTE SPRINGS


PATSY WAINWRIGHT, City Clerk

By: 
RUSSEL HAUCK, Mayor

Date: 8/21/07



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: _____

For the use and reliance of
Seminole County only. Ap-
proved as to form and legal
sufficiency.

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

County Attorney
SED/lpk
3/29/07 6/13/07 6/26/07
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Attachment:
Exhibit "A" - City Design Plans

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Pipeline Longitudinal Occupancy Agreement in Conjunction with the County Road 46A, Phase III, Project (CSX Agreement No. CSX-057801)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Jerry Matthews

EXT: 5646

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Pipeline Longitudinal Occupancy Agreement with CSX Transportation, Inc., in conjunction with the County Road 46A, Phase III, Project (CSX Agreement No. CSX-05801).

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

A Pipeline Longitudinal Occupancy Agreement with CSX Transportation, Inc. is necessary for relocation of an existing pipe and inlet within the CSX Transportation, Inc. right-of-way in conjunction with the proposed widening of County Road 46A, Phase III, (Capital Improvement Project #00011401). CSX Transportation, Inc. has estimated the reimbursable expenses for this project will be approximately \$1,625.00. These funds are for a one-time License Fee and Railroad Protective Liability Insurance to construct and maintain the proposed pipeline solely for the transmission of stormwater along the rail corridor within the CSX Transportation Inc.'s right-of-way.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Pipeline Longitudinal Occupancy Agreement in conjunction with the County Road 46A, Phase III, Project (CSX Agreement No. CSX-05801).

ATTACHMENTS:

1. Location Map
2. Pipeline Longitudinal Agmt-CR46A-3
3. CSX Letter-Agreement Checklist

Additionally Reviewed By:

County Attorney Review (Matthew Minter)



LOCATION MAP

PIPELINE LONGITUDINAL OCCUPANCY AGREEMENT

THIS AGREEMENT, Made and effective as of _____, 2007, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS, a municipal corporation, political subdivision or state agency, under the laws of the State of Florida, whose mailing address is 1101 E. First Street, Sanford, Florida 32771, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct, use and maintain a pipeline, solely for the transmission of stormwater drainage, hereinafter called "Pipeline," along the rail corridor, right of way and property owned or controlled by Licensor at or near Sanford, County of Seminole, State of Florida, beginning at a point opposite Valuation Station 40362+99, Milepost A-767.69, on the western side of Licensor's maintrack, thence proceeding in an westerly direction for a distance of 7 feet, thence proceeding in a southerly direction paralleling Railroad's trackage for a distance of 8 feet where it terminates at a point opposite Valuation Station 40363+07, Milepost A-767.69, Sanford Subdivision, hereinafter called the "Occupancy," as shown on prints of drawings labeled Exhibit A, dated May 21, 2007, Sheets 1 through 4, attached hereto and made a part hereof; other details and data pertaining to said Pipeline being as indicated on Application Form, dated May 25, 2007, also attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Occupancy for any and all purposes;

(B) All encumbrances, conditions, covenants and easements applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby grant to Licensee the nonexclusive license and permission to construct, maintain, repair, renew, operate, use, alter or change said Pipeline in the Occupancy above solely for the use stated above, for the term herein stated, and to remove same upon termination.

1.2 The term Pipeline, as used herein, shall include only the pipes, ducts, casing, vents, manholes, connectors, fixtures, appliances and ancillary facilities devoted exclusively to the transmission usage above within the Occupancy, and as shown on attached Application Form.

1.3 No additional pipeline or other facilities shall be placed, allowed or maintained by Licensee in, upon or along the Occupancy except upon separate prior written consent of Licensor.

2. LICENSE FEE; TERM:

2.1 In lieu of annual payments and in consideration of Licensor's waiver of future fee increases, Licensee shall pay Licensor a one-time nonrefundable License Fee of FIVE HUNDRED AND 00/100 U.S. DOLLARS (\$500.00) upon execution of this Agreement. Licensee agrees that the License Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Pipeline or Occupancy.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon (a) default, (b) Licensee's cessation of use of the Pipeline or Occupancy for the purpose(s) above, (c) removal of the Pipeline, (d) subsequent mutual consent, and/or (e) failure of Licensee to complete installation within 5 (five) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Pipeline and appurtenances, and/or maintenance thereof, or for any public works project of which said Pipeline is a part.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove said Pipeline, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor, (A.R.E.M.A. Specifications), Licensee's particular industry, and/or any governmental or regulatory body having jurisdiction over the Occupancy or Pipeline.

3.2 Location and construction of Pipeline shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of the material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All Licensee's work and exercise of rights hereunder shall be undertaken so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair or removal of said Pipeline, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to Pipeline, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Pipeline, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Occupancy, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Occupancy shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make, or from improper or incomplete, repairs or maintenance of Pipeline.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Occupancy for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (20 CFR 1926.651(b), et al.), and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

- (A) Support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) Backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) Either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner as Licensor may approve.

5.2 After construction or maintenance of Pipeline, Licensee shall:

- (A) Restore said track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of Pipeline or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Occupancy area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's right-of-way and property necessitate any change of location, height or depth of Pipeline or Occupancy, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in Pipeline or Occupancy to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes, at Licensee's cost.

7. PIPE CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of Pipeline and Occupancy in relation to the existing track(s) and facilities, and shall relocate Pipeline or change Occupancy, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of this Agreement or of any public authority.

7.2 If Licensee undertakes to revise, renew, relocate or change all or any part of Pipeline (including any change in circumference, diameter or radius of pipe or carrier pipe, change in pipe operating pressure, or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before any such change is made. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Pipeline/Occupancy herein permitted may not presently interfere with Licensor's railroad operations or facilities, in the event that the operation, existence or maintenance of said Pipeline, in the sole judgment of Licensor, causes: (a) interference (physical, magnetic or otherwise) with Licensor's communication, signal or other wires, powerlines, train control system, or other facilities; or (b) interference in any manner with the operation, maintenance or use of the right-of-way, track(s), structures, pole lines, devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly take such remedial action or make such changes in its Pipeline as may be required in the judgment of Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so, at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect Licensee's Pipeline, Licensor hereby reserves the right to inspect same and to require Licensee to undertake necessary repairs, maintenance or adjustments to Pipeline, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 Licensee hereby assumes, and, to the fullest extent permitted by State law (Constitutional or Statutory, as amended), shall defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of Pipeline or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of Pipeline, wherein agents, equipment or personnel of Licensee are on the railroad right-of-way, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's right-of-way involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or Pipeline in, on, over or under the Occupancy, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment arising out of rail operations. For this Section, the term "Licensee's Property" shall include pipe contents as well as property of third parties situated or placed upon Licensor's right-of-way by Licensee or by such third parties at request of or for benefit of Licensee.

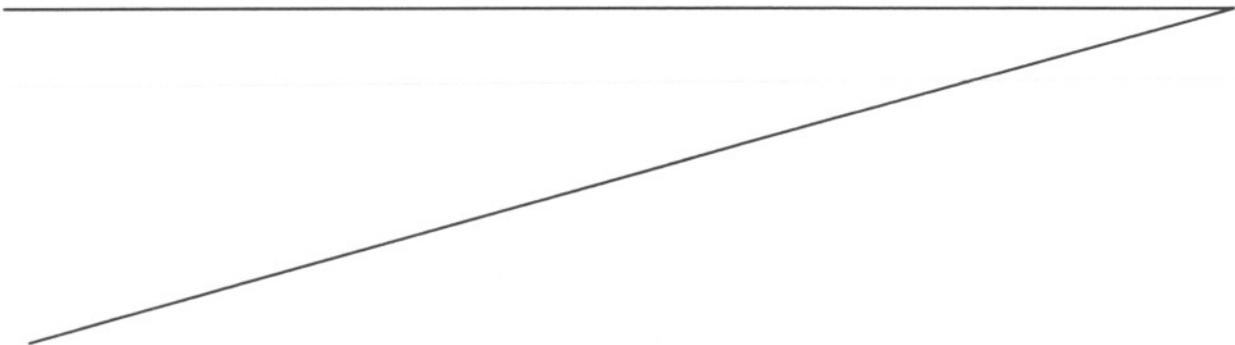
9.3 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which may result from Licensee's failure to maintain either the Pipeline or the required depth and encasement for Pipeline.

9.4 To the extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Occupancy area, arising from or in connection with the use of this Occupancy or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through said Pipeline; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such leakage.

9.5 Obligations of Licensee hereunder to defend, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the right-of-way on which the Crossing is located, and their respective officers, agents and employees.

9.6 If a claim is made or action is brought against either party, for which the other party may be responsible hereunder, in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such claim or action.

9.7 Notwithstanding anything contained in this Agreement, the limitations of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintain under this Agreement.



10. INSURANCE:

10.1 Prior to commencement of surveys, construction or occupation of Occupancy pursuant to this Agreement, Licensee shall procure, and shall maintain during the continuance of this Agreement, at Licensee's sole cost and expense, a policy of Commercial General Liability Insurance (CGL), naming Licensor, and/or its designee, as additional insured and covering liability assumed by Licensee under this Agreement. A coverage limit of not less than THREE MILLION AND 00/100 U.S. DOLLARS (\$3,000,000.00) Combined Single Limit per occurrence for bodily injury liability and property damage liability is currently required as a prudent minimum to protect Licensee's assumed obligations. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to Speed Code C907 at the address listed above.

10.2 If said CGL policy does not automatically cover Licensee's contractual liability during periods of survey, construction, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be additional security therefor.

10.5 In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) procure and maintain during the period of construction or demolition operations, at no cost to Licensor, Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

At Licensor's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Occupancy, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

11. GRADE CROSSINGS; FLAGGING:

11.1 Nothing herein contained shall be construed to permit Licensee, or any contractor of Licensee, to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor (CSXT Form 7422).

11.2 If Licensor deems it advisable, during the progress of any construction, maintenance, repair, renewal, alteration, change or removal of said Pipeline, to place watchmen, flagmen, inspectors or supervisors at the Occupancy for protection of operations of Licensor or others on Licensor's right-of-way, and to keep persons, equipment and materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or pipe changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto, shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor, subject to Licensee's budgetary rules. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all materials used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate(s). Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee shall fail or refuse to fully and completely perform any of said covenants or to remedy any breach, within thirty (30) days after receiving a written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of revoking this Agreement, and the privileges and powers hereby conferred, regardless of license fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 Any waiver by Licensor of any breach of covenant or condition shall not be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon (a) termination, (b) revocation, (c) subsequent agreement, or (d) Licensee's removal of Pipeline from the Occupancy. However, neither the termination nor revocation of this Agreement shall affect any claims and liabilities which may have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee at its sole risk and expense, shall (a) remove Pipeline from the right-of-way of Licensor, unless the parties hereto agree otherwise, (b) restore property of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor's Division Engineer (Jacksonville Division, 6735 Southpoint Drive, J-390, Building II, Jacksonville, FL 32216) at least thirty (30) days written notice before doing any work on Licensor's right-of-way, except that in cases of emergency shorter notice may be given to said Division Engineer. The rail operations emergency phone number for Licensor is: 1-800-232-0144. The emergency phone number for Licensee is: (407) 448-2954.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address shown on Page 1, and to Licensor at the address shown on Page 1, c/o CSXT Contract Administration J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be effective upon (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privilege of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Occupancy.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by written notice to Licensee or any such assignee; and Licensee shall reimburse Licensor any loss, cost or expense incurred by Licensor as a result of Licensee's failure to obtain said written consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Right-of-Way in Crossing(s) occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Right-of-Way in the Occupancy, and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Right-of-Way, and all leases, licenses and easements or other interests previously granted to others herein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Right-of-Way which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Occupancy is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Right-of-Way, with dominion and control over such portion of the Right-of-Way remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Right-of-Way occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Right-of-Way and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Right-of-Way. Licensee further acknowledges that it does not have the right to occupy any portion of the Right-of-Way held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Right-of-Way that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Right-of-Way in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon Licensee's facilities placement, or the presence of Licensee's facilities in, on, or along Occupancy, including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Occupancy, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in License to said property other than the license herein created.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable federal, state, county, municipal or other local statute, ordinance or law. However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) hereof shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Pipeline and Occupancy are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

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

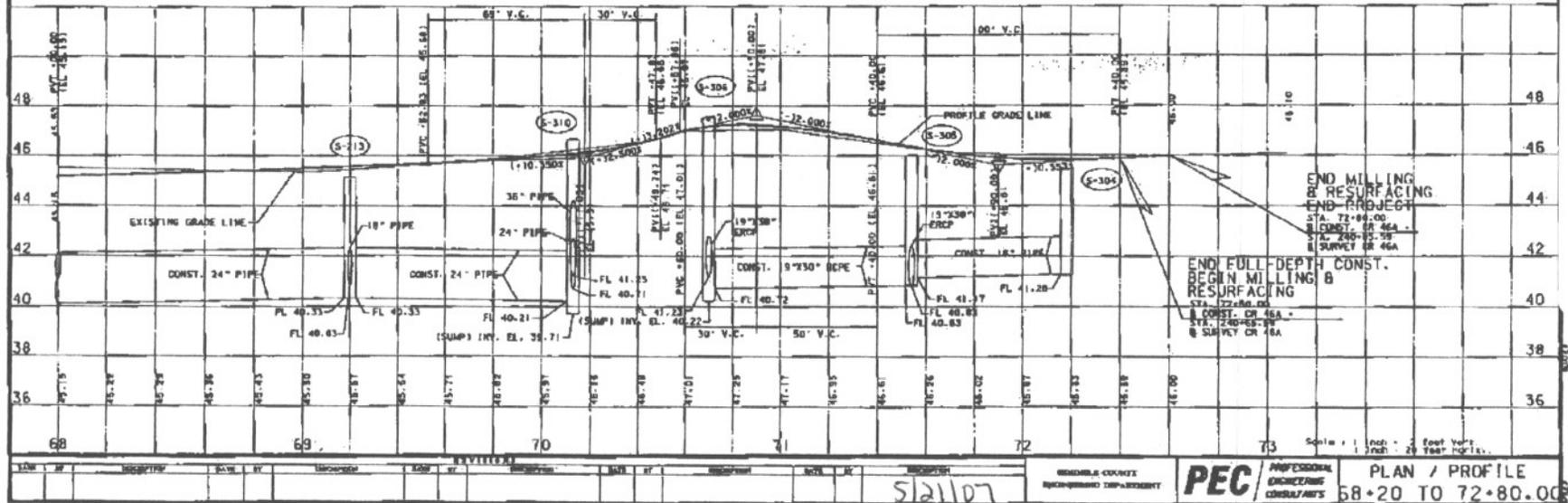
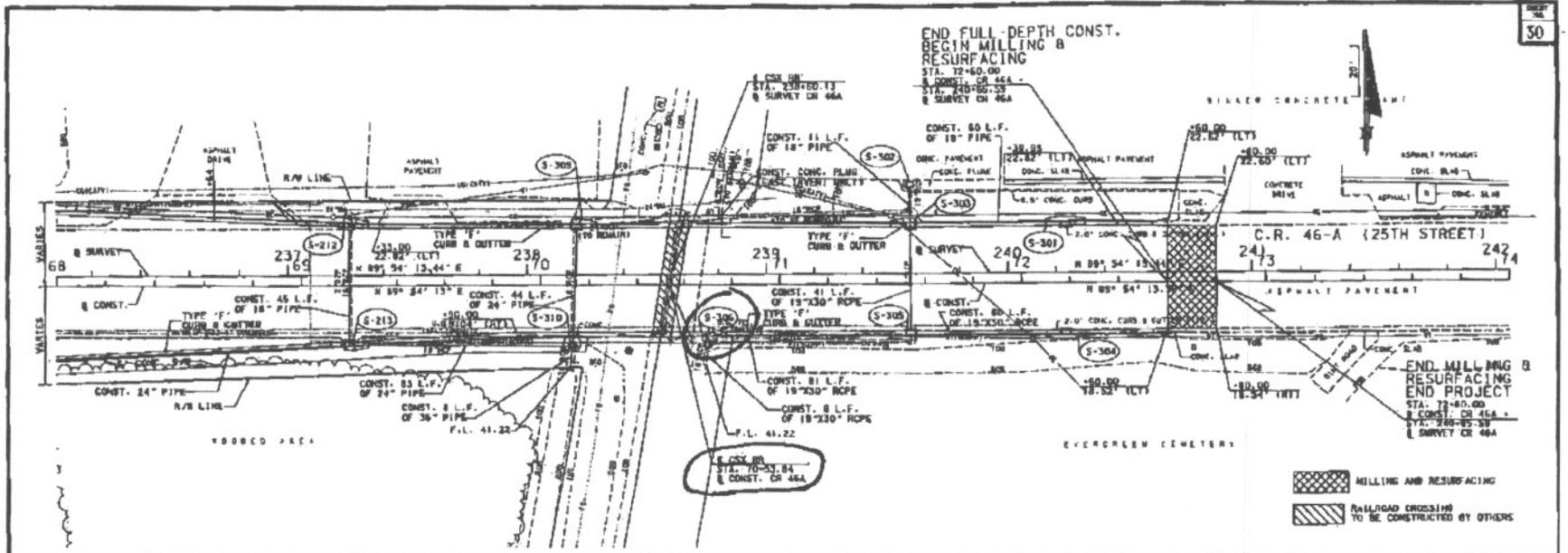
Brenda Carey , Chairman

Date: _____

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

For Use and Reliance of Seminole County Only
Approved as to Legal Form and Sufficiency

County Attorney



NO.	DATE	BY	DESCRIPTION	NO.	DATE	BY	DESCRIPTION

5/21/07

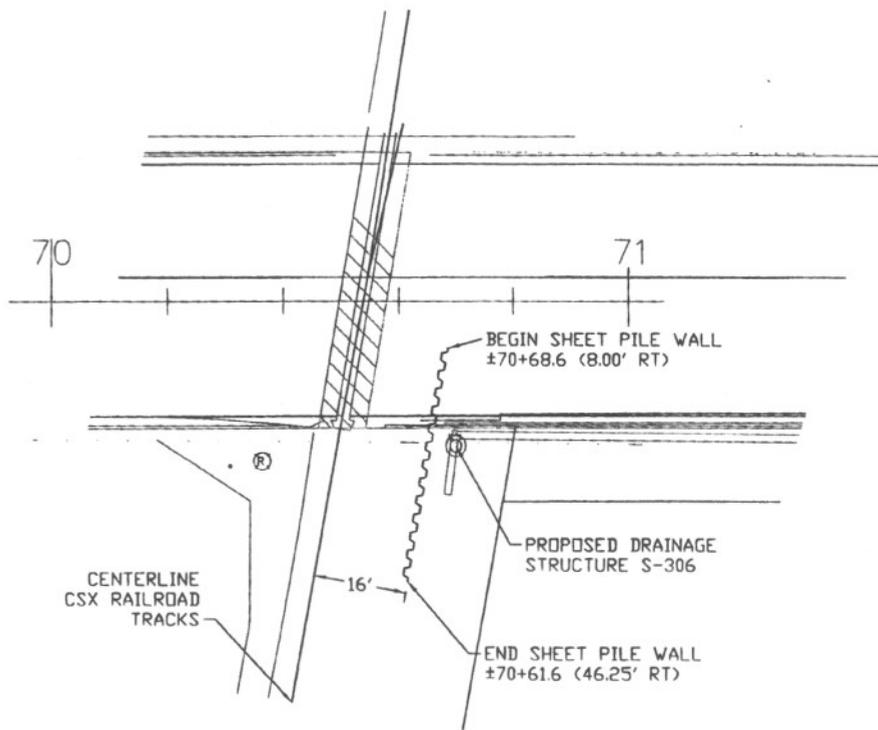
WASHILLA COUNTY
HIGHWAY DEPARTMENT

PEC PROFESSIONAL ENGINEERS CONSULTANTS

PLAN / PROFILE
58+20 TO 72+80.00

sheet 1 of 4

2/12
8/1/2007



PLAN

Sheet 2 of 4

SEMINOLE COUNTY
FLORIDA

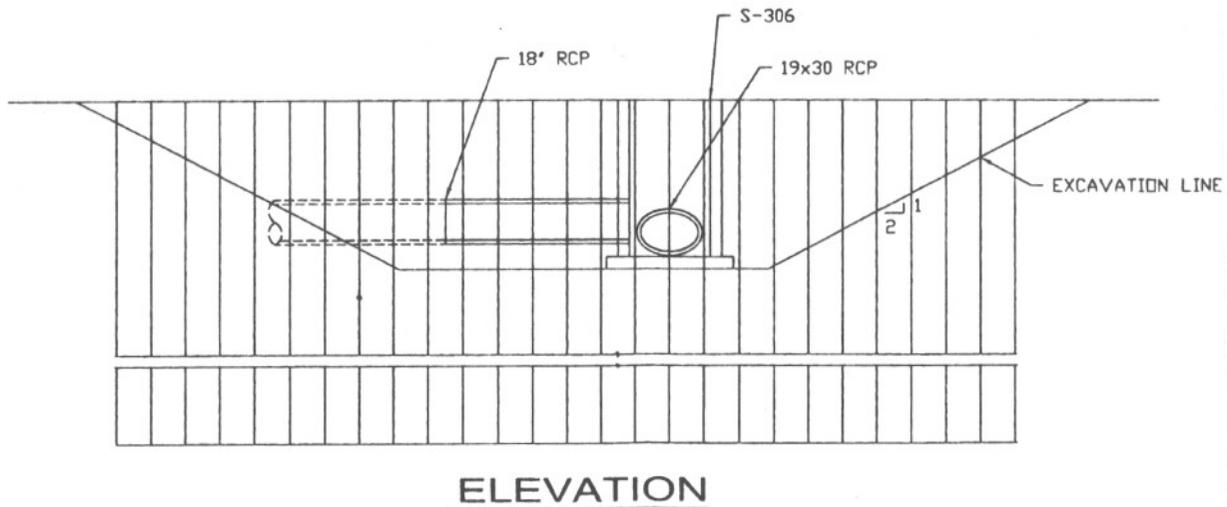
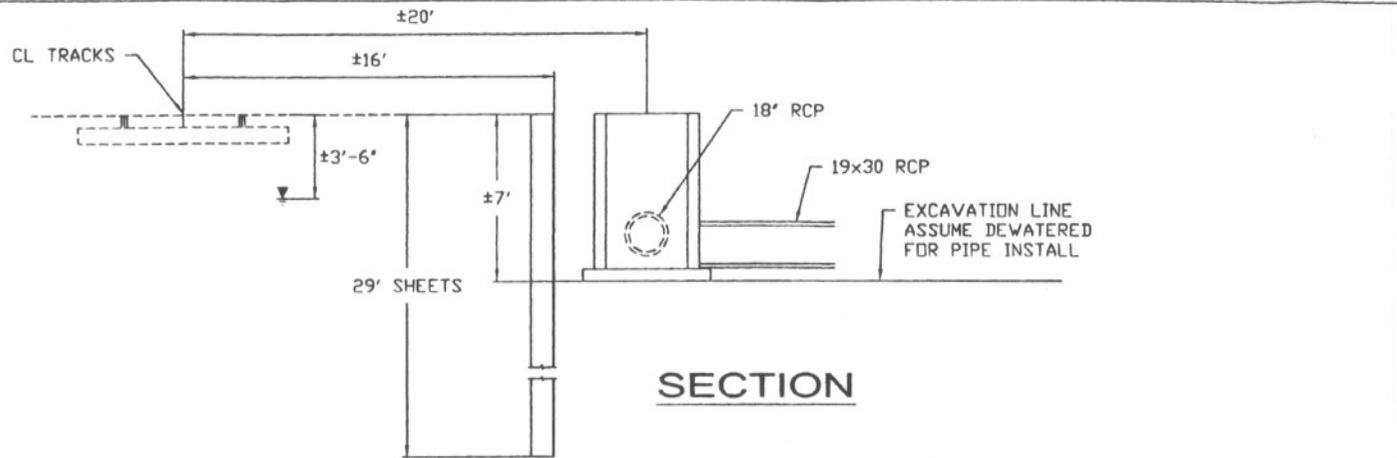
C.R. 46A @ CSX RR TRACKS
TEMPORARY SHORING
FOR STRUCTURE S-306

GIBBS & REGISTER, INC.
232 SOUTH DILLARD STREET
WINTER GARDEN, FL 34787

J. J. O'Connell
05-21-07

DATE: 05-21-07
SCALE: 1" = 20'-0"
SHEET NO:

SP-1



Sheet 3 of 4

SEMINOLE COUNTY
FLORIDA

C.R. 46A @ CSX RR TRACKS
TEMPORARY SHORING
FOR STRUCTURE S-306

GIBBS & REGISTER, INC.
232 SOUTH DILLARD STREET
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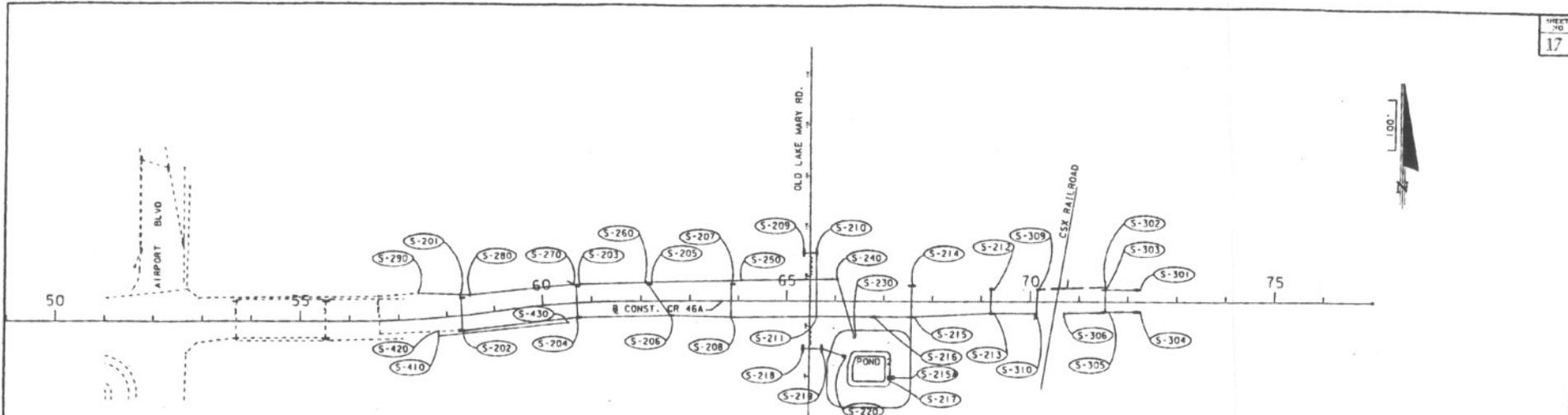
Joel Oas
05-21-07

DATE: 05-21-07

SCALE: 1" = 5'-0"

SHEET NO.:

SP-2



<p>S-201 STA. 58+32.00 (35.49' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 42.24 FL 38.07 (RT)</p>	<p>S-201 STA. 63+85.00 (33.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 44.10 FL 36.56 (RT)</p>	<p>S-212 STA. 69+20.00 (24.65' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 45.10 FL 40.92 (RT)</p>	<p>S-217 STA. 67+08.72 (151.89' Rt.) Ø CONST. CR 46A CONST. 36" MES (4:1) INDEX NO. 272 FL 34.20</p>	<p>S-250 STA. 64+05.00 (42.00' Lt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 44.70 FL 38.36 (AH) FL 38.36 (BK)</p>	<p>S-301 STA. 72+18.33 (24.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 45.37 FL 40.96 (BK)</p>	<p>S-309 STA. 70+15.00 (24.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 45.88 FL 40.77 (AH) (EXIST) (FIELD VERIFY) FL 40.77 (RT)</p>
<p>S-202 STA. 58+29.00 (30.43' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 42.26 FL 36.45 (AH) FL 37.96 (LT)</p>	<p>S-208 STA. 63+85.00 (33.00' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE J-7 INDEX NO. 200, 201 Rim El. 44.08 FL 36.02 (AH) FL 36.02 (BK) FL 36.44 (LT)</p>	<p>S-213 STA. 69+20.00 (23.70' Rt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 45.12 FL 40.33 (BK) FL 40.83 (LT) FL 40.33 (AH)</p>	<p>S-218 STA. 107+54.70 (13.25' Lt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 45.01 FL 40.84 (RT)</p>	<p>S-260 STA. 62+10.00 (38.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE D (MODIFIED) BACK OF SIDEWALK INLET INDEX NO. 282 INLET EL. 42.68 FL 38.00 (AH) FL 38.00 (BK)</p>	<p>S-302 STA. 71+54.00 (40.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE C INDEX NO. 232 INLET EL. 46.36 FL 42.42</p>	<p>S-310 STA. 70+13.00 (24.50' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE J-7 INDEX NO. 200, 201 Rim El. 46.65 INV EL. 39.71 (SUMP) FL 41.23 (RT) FL 40.71 (LT) FL 40.21 (BK) (CONTROL STRUCT. SEE DETAIL SHT. NO. 128)</p>
<p>S-203 STA. 60+70.00 (33.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 42.90 FL 36.37 (RT)</p>	<p>S-209 STA. 109+46.67 (13.25' Lt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.98 FL 40.81 (RT)</p>	<p>S-214 STA. 67+56.92 (31.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.47 FL 40.31 (RT)</p>	<p>S-219 STA. 107+54.70 (25.25' Rt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.65 FL 40.48 (RT) FL 40.48 (LT)</p>	<p>S-270 STA. 60+64.00 (38.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE D (MODIFIED) BACK OF SIDEWALK INLET INDEX NO. 282 INLET EL. 42.24 FL 37.79 (AH) FL 40.74 6" PVC FL 37.52 (BK)</p>	<p>S-303 STA. 71+54.00 (24.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 46.00 FL 40.88 (AH) FL 42.23 (LT) FL 40.88 (RT)</p>	<p>S-410 STA. 57+80.00 (27.08' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 42.13 FL 37.13 (RT) FL 37.13 (BK) (EXIST. 42" RCP)</p>
<p>S-204 STA. 60+70.00 (29.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 42.84 FL 36.27 (AH) FL 36.27 (BK) FL 36.27 (LT)</p>	<p>S-210 STA. 109+46.67 (13.25' Rt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.98 FL 40.77 (LT) FL 35.92 (BK)</p>	<p>S-215 STA. 67+56.92 (31.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-6 INDEX NO. 200, 201, 211 INLET EL. 44.47 FL 40.04 (AH) FL 34.33 (BK) FL 34.33 (RT) FL 40.20 (LT)</p>	<p>S-220 STA. 107+38.83 (75.77' Rt.) Ø CONST. OLD LAKE MARY RD. CONST. 18" MES (4:1) INDEX NO. 272 FL 38.50</p>	<p>S-280 STA. 58+50.00 (38.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE D (MODIFIED) BACK OF SIDEWALK INLET INDEX NO. 282 INLET EL. 41.60 FL 37.52 (AH) FL 37.52 (BK)</p>	<p>S-304 STA. 72+18.33 (20.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 45.45 FL 41.28 (BK)</p>	<p>S-420 STA. 57+80.00 (36.47' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 42.13 FL 37.15 (RT) FL 37.15 (BK) FL 37.15 (LT)</p>
<p>S-205 STA. 62+14.00 (33.25' Lt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 43.22 FL 36.32 (RT)</p>	<p>S-211 STA. 65+62.00 (31.25' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE J-7 INDEX NO. 200, 201 Rim El. 44.91 FL 34.50 (AH) FL 35.88 (BK) FL 35.66 (LT)</p>	<p>S-216 STA. 66+80.00 (31.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 44.65 FL 34.40 (BK) FL 39.91 (AH) FL 34.40 (RT)</p>	<p>S-230 STA. 66+40.00 (72.00' Rt.) Ø CONST. CR 46A CONST. DBI TYPE H(MOD) INDEX NO. 232 GRATE EL. 43.50 FL 38.94 (LT) Rim El. 41.59 FL 37.40 (AH) FL 37.40 (BK) FL 37.40 (BK) (EXIST. 30" RCP)</p>	<p>S-290 STA. 57+44.00 (52.00' Lt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 41.59 FL 37.40 (AH) FL 37.40 (BK) (EXIST. 30" RCP)</p>	<p>S-305 STA. 71+54.00 (20.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 46.02 FL 41.17 (AH) FL 40.83 (BK) FL 40.83 (RT)</p>	<p>S-430 STA. 60+50.00 (38.06' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 41.72 INV EL. 40.22 (SUMP) FL 40.72 (AH) FL 41.23 (RT)</p>
<p>S-206 STA. 62+60.00 (29.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE J-5 INDEX NO. 200, 201, 211 INLET EL. 43.56 FL 36.12 (AH) FL 36.12 (BK) FL 36.12 (LT)</p>	<p>S-212 STA. 69+20.00 (23.70' Rt.) Ø CONST. CR 46A CONST. INLET TYPE P-5 INDEX NO. 200, 201, 211 INLET EL. 45.12 FL 40.33 (BK) FL 40.83 (LT) FL 40.33 (AH)</p>	<p>S-213 STA. 67+56.92 (31.25' Rt.) Ø CONST. CR 46A CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.47 FL 40.31 (RT)</p>	<p>S-214 STA. 107+54.70 (13.25' Lt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 45.01 FL 40.84 (RT)</p>	<p>S-219 STA. 107+54.70 (25.25' Rt.) Ø CONST. OLD LAKE MARY RD. CONST. INLET TYPE P-6 INDEX NO. 200, 201, 211 INLET EL. 44.65 FL 40.48 (RT) FL 40.48 (LT)</p>	<p>S-270 STA. 60+64.00 (38.00' Lt.) Ø CONST. CR 46A CONST. DBI TYPE D (MODIFIED) BACK OF SIDEWALK INLET INDEX NO. 282 INLET EL. 42.24 FL 37.79 (AH) FL 40.74 6" PVC FL 37.52 (BK)</p>	<p>S-410 STA. 57+80.00 (27.08' Rt.) Ø CONST. CR 46A CONST. MANHOLE TYPE P-7 INDEX NO. 200, 201 Rim El. 42.13 FL 37.13 (RT) FL 37.13 (BK) (EXIST. 42" RCP)</p>



APPLICATION FOR PIPELINE CROSSING/PARALLELISM

All applications are to be submitted in accordance with CSXT's Pipeline Specification Package. Failure to strictly adhere to these specifications will result in delays, additional costs and possible return of your application. Drawings should either be 8½" x 11", 8½" x 14" or 11" x 17" size (refer to Drawing requirement checklist). CSXT reserves the right to approve or decline any application.

One original and one copy of this application form, together with plan and profile drawings, and a \$750.00 nonrefundable Review Fee are to be submitted to: *CSX Transportation, Inc., Property Services Department, J180, 500 Water Street, Jacksonville, FL 32202.*

DATE RECEIVED
RECEIVED
MAY 31 2007
CSX TRANSPORTATION PROPERTY SERVICES

- No work may proceed on CSXT's right of way until the Licensee has received a fully executed agreement and obtained notice to proceed from CSXT's local Roadmaster or its designee.
- Due to future maintenance responsibilities CSXT will not enter into an agreement with a Developer. It is the Developer's responsibility to coordinate the application with the local governing municipal authority.
- No verbal approvals will be granted. No Blasting on/under/near CSXT right of way. No Directional Boring.

Application Date: 5/25/07

CSXT File/Agreement Number: CSX-057801

Section 1: Pipeline Owner Info		<input type="checkbox"/> Check here if agreement should be mailed to this address	
Owner's Complete Legal Company Name:	<i>Seminole County Board of Commissioners</i>		
Contact Name/Title:	<i>Jerry Matthews Principal Coordinator</i>		
Legal Address:	<i>520 W. Lake Mary Blvd.</i>		
City/State/Zip:	<i>Sanford</i>	<i>Florida</i>	<i>32773</i>
Street Address for Overnight Mail (check if same as legal address <input checked="" type="checkbox"/>):			
City/State/Zip:			
Email Address:	<i>jmatthews@seminolecountyfl.gov</i>		
Office/Alternate Phone:	<i>(407) 665-5646 ext.</i>	() -	ext.
*Emergency No./Fax:	<i>(407) 448-2954 ext.</i>	() -	
* The emergency number is needed in the event of derailment, pipe failure, etc...			
Type of Business:	(a) <input type="checkbox"/> Corporation State of Inc.: _____	(b) <input type="checkbox"/> Partnership Type: _____ State: _____	(c) <input type="checkbox"/> Other Describe: _____
	(d) <input checked="" type="checkbox"/> Municipality <i>Seminole County</i>		(e) <input type="checkbox"/> Individual

Section 2: Engineer/Consultant Info		<input type="checkbox"/> Check here if agreement should be mailed to this address	
Engineer/Consultant Company Name:	<i>N/A</i>		
Contact Name/Title:			
Street Address for Overnight Mail:			
City/State/Zip:			
Email Address:			
Office/Fax:	() - ext.	() -	
Cell/Alternate Phone:	() -	() - ext.	

Application Date: 5/25/07

CSXT File/Agreement Number: CSX-057801

Section 3: Reference Info			
Your Project Reference No.:			
Covered by a Master/General Agreement:		Agreement No:	Agreement Date:
Work to be performed by:		(a) <input type="checkbox"/> Owner's employees	(b) <input checked="" type="checkbox"/> Owner's contractor
Type of Installation:		<input type="checkbox"/> New	<input checked="" type="checkbox"/> *Revision to Existing (not found)
		<input type="checkbox"/> *Attachment to Existing	<input checked="" type="checkbox"/> *Upgrade to Existing
a) * If a revision, attachment or upgrade, you must provide detailed scope of project. <u>See attached Scope</u>			
b) * For existing crossings/parallelisms, furnish copy of existing RR Agreement or Agreement No.:			
Will pipeline connect to an existing facility within Railroad corridor?		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a) If yes, name of facility owner:		b) If yes, describe and show details on drawing.	

Section 4: Pipeline Location			
City/Town/Village:	<u>Sanford</u>	County:	<u>Seminole</u>
State/Province:	<u>Fl.</u>		
Occupancy Type:	<input type="checkbox"/> Crossing Only (Complete Section A or B)	<input type="checkbox"/> Crossing & Parallelism (Complete Sections A or B & C)	<input checked="" type="checkbox"/> Parallel Only (Complete Section C)

A. RR Milepost Location for Crossing (non-spur track)		*Do not measure from a DOT sign.	
Crossing location: _____ ft. (N / S / E / W) (direction) from RR Milepost:			
Latitude:	N : : .	Longitude:	W : : .
If Known:	Valuation Station:	Valuation Map No.:	

B. RR Milepost Location for Crossing (spur track)		*Do not measure from a DOT sign.	
Spur Track Crossing Location: _____ ft. (N / S / E / W) (direction) from RR Milepost: _____ to point-of- switch, then: _____ ft. along spur track to crossing location.			
Latitude:	N : : .	Longitude:	W : : .
If Known:	Valuation Station:	Valuation Map No.:	

C. RR Milepost Location for Parallelism		*Do not measure from a DOT sign.	
Parallelism location Enters CSXT R/W: <u>367 ft.</u> (N / <u>S</u> / E / W) (direction) from RR Milepost: <u>A-74</u> and Exits CSXT R/W: <u>33 ft.</u> (N / <u>S</u> / E / W) (direction) from RR Milepost: <u>A-767.67 / DOT/AAR 622 060C</u> <u>Stays in</u>			
Latitude:	N : : .	Longitude:	W : : . = Entrance
If Known:	Val. Station:	Val. Map No.:	= Entrance
Latitude:	N : : .	Longitude:	W : : . = Exit
If Known:	Val. Station:	Val. Map No.:	= Exit

Crossing Length/Segment on RR R/W:	ft.	Parallel Length/Segment on RR R/W:	<u>18</u> ft.
Will pipeline be located entirely within public road R/W?		<input checked="" type="checkbox"/> Yes, DOT Crossing No.:	<input type="checkbox"/> No
NOTE: Road name, number, and width of R/W are required on drawing. <u>See attached drawings</u>			

Continued on Page 3...

Application Date: 5/25/07

CSXT File/Agreement Number: CSX-057801

Section 5: Pipe Data & Specifics (Note: Metric Information will NOT be accepted.)

PIPE SPECIFICATIONS:	CARRIER PIPE:	CASING PIPE:
Substance to be conveyed: (<input type="checkbox"/> Flammable / <input checked="" type="checkbox"/> Non-Flammable)	Stormwater	N/A
Temperature:	N/A	N/A
Maximum Working Pressure:	N/A	N/A
Pipe Material:	Concrete	
Material Specifications & Grade:	Class III Concrete	
Specified Minimum Yield Strength:	4,000 PSI	
Nominal Size:	19" x 30"	N/A
Wall Thickness:	3.25"	
Type of Seam:	N/A	
Type of Joints:	O Ring	
Total Length Within CSXT R/W:	18 feet	
If Tunnel Liner Plates: Attach manufacturer's shop detail and computations that include plate thickness and gauge.		
Location of Shut-Off Valves:	N/A	
Number of Manholes:	1	Number of Other: 1 Describe: 19" x 30" Concr. pipe
Manholes shall be flush with top of ground and dimensions of ancillary structures are required on drawing.		
Method of Installation:	(a) <input type="checkbox"/> Bore & Jack (Directional Bore is not accepted) (b) <input checked="" type="checkbox"/> Other: Open Trench	
Protective Coating:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type:	Cathodic Protection: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Temporary track support or rippapping required?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe and show details on drawing. See Temp. Shoring Pkts	

Section 6: Railroad Use Only

Division:	Jacksonville	Subdivision:	Sanford
No. of Crossings:	0 - does not cross	Val. Section/Map No.:	V3FL/32
Absolute Map No.:	V01069	PIN No.:	
Roadmaster Code:	P71	Parcel No.:	
Contract Type:	PISRW	Fiber:	Y
Val. Station (Crossing):	40362+99	Milepost No. (Crossing):	A 767.69
Val. Station (Parallelism):	From: 40362+99	To: 40363+07	
Milepost No. (Parallelism):	From: A 767.1A	To: A 767.69	
Milepost No. (Spur Track):	, then ft. along spur track(s) to crossing location.		
Shortline Lease Corridor:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Shortline Lease Agmt. No.:	
Track Sold to Shortline:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Inspector Required:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Eng. Approval Letter:	<input type="checkbox"/> Yes <input type="checkbox"/> No	FDOT Eng. Approval Ltr.:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Project Manager:		Title:	
Approved by:		Title:	
Comments: _____			

Continued on Page 4...

CSXT DRAWING REQUIREMENTS FOR PIPELINE CROSSING/PARALLELISM

Application Date: 5/25/07

CSXT File/Agreement Number: CSX-057801

All information and measurements are to be clearly labeled and shown on all drawings. All drawings are to be submitted with CSXT's pipeline occupancy application form No. 7455. Failure to strictly adhere to these requirements may result in delays, additional costs and possible return of your application.

Drawings should either be 8½" x 11", 8½" x 14" or 11" x 17" size. CSXT reserves the right to approve or decline any application. Gray or monochrome scale required. Aerial photos must be separate from the drawing.

All applicable boxes must be checked,
(Note: Metric Information will NOT be accepted.)

<input checked="" type="checkbox"/>	Legible Drawing(s) size 8½ x11, 8½ x14 or 11x17.
<input checked="" type="checkbox"/>	Overall plan view for parallelisms
<input checked="" type="checkbox"/>	North Arrow
<input checked="" type="checkbox"/>	Title block with owner's legal name, drawing number and date.
<input checked="" type="checkbox"/>	New pipeline in bold lines .
<input checked="" type="checkbox"/>	Distance and direction from CSXT actual milepost monument/marker (not the DOT sign at the road crossing).
<input checked="" type="checkbox"/>	Distance and direction from nearest track and public road intersection.
<input checked="" type="checkbox"/>	Public road right-of-way lines (if within the confines of a public road crossing).
<input checked="" type="checkbox"/>	CSXT right-of-way lines relative to centerline of adjacent track(s).
<input checked="" type="checkbox"/>	Width of CSXT right of way.
<input type="checkbox"/>	Angle of crossing at track(s), and number of tracks crossed.
<input checked="" type="checkbox"/>	Plan View, cross-section and profile of casing and carrier pipes.
<input checked="" type="checkbox"/>	Points where pipeline enters and leaves CSXT's right-of-way.
<input checked="" type="checkbox"/>	Total length of carrier and casing pipe within CSXT right of way.
<input checked="" type="checkbox"/>	Cross-section of track at encroachment, including relevant dimensions.
<input type="checkbox"/>	Depth/minimum cover of casing pipe measured from: <input type="checkbox"/> Top of pipe to bottom of rail <input type="checkbox"/> Within the right-of-way but not beneath the track(s) <i>N/A</i> <input type="checkbox"/> Below any ditches
<input type="checkbox"/>	Description of Casing Pipe End Seals <i>N/A</i>
<input checked="" type="checkbox"/>	Measurement to any manhole(s)/other(s) from nearest/adjacent track(s) and milepost.
<input type="checkbox"/>	Size and location of Vent pipes on cross section/profile drawing (for flammable substance with sealed casing pipe). <i>N/A</i>
<input type="checkbox"/>	Location of shut off valves: (a) Crossings: No further than 2,000 feet from centerline of nearest track; (b) Parallelisms: Within 2,000 feet of entrance and exit point of CSXT right-of-way <i>N/A</i>
<input type="checkbox"/>	Location of any CSXT signals, signal equipment, road crossing warning devices, poles, pole lines, bridges, and any other facilities relevant to the pipeline and the location of the pipeline. <i>N/A</i>
<input type="checkbox"/>	Location of all proposed/performed geotechnical borings – This is required for all casings with an O.D. of 48 inches or greater. <i>N/A</i>
<input checked="" type="checkbox"/>	Facilities, structures, obstructions, etc... to be relocated.
<input type="checkbox"/>	Distance of face of Launching & Receiving Pits located from centerline of adjacent track @ 90°. <i>N/A</i>
<input type="checkbox"/>	Launching Pit and Receiving Pit Dimensions: Width, Length and Depth. <i>N/A</i>

I affirm that I have reviewed CSXT's Pipeline Specifications and the foregoing information complies with the current CSX Pipeline Specifications, governing laws or regulations, and accurately reflects the proposed pipeline crossing/parallelism of CSXT's right of way.

Applicant's Signature: *Jerry Matthews*

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/07

PRODUCER 1-800-524-0191
Arthur J. Gallagher Risk Management Services, Inc.
7380 W. Sand Lake Road
Suite 390
Orlando, FL 32819

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Seminole County BOCC
200 W County Home Road
Sanford, FL 32773

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lloyds of London	10786
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pub Officials Clm Md <input checked="" type="checkbox"/> \$100,000. SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	J076127	10/01/07	01/01/09	EACH OCCURRENCE \$ 900,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$								
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$100,000. SIR	J076127	10/01/07	01/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 900,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	J076127	10/01/07	01/01/09	<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 300,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 300,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 300,000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 300,000	E.L. DISEASE - EA EMPLOYEE	\$ 300,000	E.L. DISEASE - POLICY LIMIT	\$ 300,000
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$ 300,000												
E.L. DISEASE - EA EMPLOYEE	\$ 300,000												
E.L. DISEASE - POLICY LIMIT	\$ 300,000												
	OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

WC/EL SIR: \$200,000
 REF: Agreement No. CSX-057801
 CSX Transportation, Inc. is included as Additional Insured under the General Liability policy shown above only insofar as permitted by Florida Statute 768.28 and otherwise allowed by law. Additional Insured status is provided as required by written contract and with respect to operations by or on behalf of the Named Insured.

CERTIFICATE HOLDER

CSX Transportation
 Attn: Contract Administration
 500 Water Street, SC J180
 Jacksonville, FL 32202-4467

USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

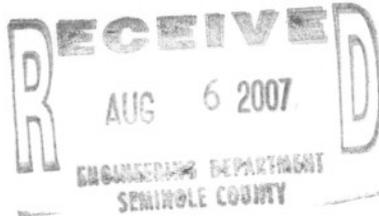
IMPORTANT

ARTHUR J. GALLAGHER & CO. DISCLAIMER

SURPLUS LINES (NON-ADMITTED) CARRIERS

"This insurance is issued pursuant to the Florida Surplus Lines Law. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent unlicensed insurer."

CSX
TRANSPORTATION
Dona Jadwin
Contract Specialist
Property Services



500 Water Street
Jacksonville, FL 32202
(904) 633-1108
FAX: (904) 633-3450
Dona_Jadwin@CSX.com

August 3, 2007

CSX Agreement No. CSX-057801

Mr. Jerry Matthews
Principal Coordinator
Seminole County Board of County Commissioners
520 W. Lake Mary Blvd.
Sanford, FL 32773

Re: Installation of pipeline(s) in Sanford, Florida.

Dear Mr. Matthews:

We have reviewed your application(s), and proposed Agreements are attached. After carefully reviewing the attached Agreement Checklist, please arrange for execution and return all originals of the Agreement to my attention at the address shown above. They will be executed on behalf of CSXT and an original will be returned to you for your records.

Please note, that due to the nature of your project, an inspector must be present during construction, in addition to any flagging services. The costs for these services will be billed separately, and are not included in the attached checklist.

In order to provide you with the quickest turnaround time possible, it is important that you provide all of the required items highlighted on the attached Agreement Checklist. Thank you for your cooperation.

Very truly yours,

A handwritten signature in black ink, appearing to read "Dona Jadwin". The signature is fluid and cursive.

Dona Jadwin

Attachment

For current or future requests, download the most current application packages for pipes, wires, etc... at
http://www.csx.com/?fuseaction=general.csxp_lease

For CSXT Valuation/Property Map requests, please visit http://www.csx.com/?fuseaction=general.csxp_map

AGREEMENT CHECKLIST
Agreement Number: CSX-057801

Please perform the following when executing the attached instrument:

Sign the signature page in order to execute the agreement:

Execution on behalf of a CORPORATION should be accomplished by the President, Vice President or an officer authorized by Board Resolution to execute legal documents on behalf of the Corporation. (Copy of Board Authorization should be furnished for anyone signing, other than the President or Vice President.) If the Corporate name is set out erroneously in the Agreement, the document should be executed and the name corrected and initialed where it appears. (Municipal Corporation, furnish copy of such Resolution.)

The signature(s) must be WITNESSED by ONE (1) witness in the space(s) provided.

NAME(S) and TITLE(S) of person(s) executing the agreement must be typed or printed in ink directly beneath signature(s).

A Tax Identification Number is required.

Furnish Certificate of Insurance which states "**CSX Transportation, Inc. as additional insured,**" and contains the Agreement Number in the "Descriptions" box on the certificate, which is required under the INSURANCE Article, to Speed Code J180, 500 Water Street, Jacksonville, FL 32202. Questions regarding the insurance requirements should be directed to this office for handling.

Certificate of Tax Exemption

In returning the Agreement, please furnish the following fee(s) set out in the Article(s) described within the Agreement:

One-Time License Fee (refer to FEE's Article)	\$500.00
Railroad Protective Liability Insurance (refer to INSURANCE Article)	\$1,125.00*
TOTAL DUE	\$1,625.00

* If because of State Statute/Law you cannot meet the monetary coverage limits required in Section 10.1 of the Agreement, you must pay the total due listed above, which includes a 50% surcharge in the amount of \$375.00, which will be applied towards the RPL payment. If you can meet the monetary requirements of Section 10.1, you may reduce the total amount due by \$375.00. Payment of the surcharge does not waive Section 10.1, it only compensates for less than required monetary coverage. You will still need to provide insurance documentation in accordance with Section 10.1.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Purchase Agreement for a Permanent Drainage Easement Needed in Conjunction with the County Road 427, Phase III, Road Improvement Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Jerry Matthews

EXT: 5646

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Purchase Agreement between Longwood/Lake Mary, LLC, and Seminole County for property needed in conjunction with the County Road 427, Phase III, Road Improvement Project.

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

This Purchase Agreement between Longwood/Lake Mary, LLC, and Seminole County is for property necessary to provide an outfall for Pond Number 6 constructed in conjunction with the County Road 427, Phase III Road Improvement Project (Capital Improvement Project #00007001) (State Road 434 to Longwood/Lake Mary Road). The owner agrees to sell and convey said property by Drainage Easement, free of liens and encumbrances, to Seminole County for \$5,000. This property, which is approximately 672 square feet, will be used to discharge treated stormwater from Pond Number 6 in conjunction with the County Road 427, Phase III, Project.

A Budget Amendment Request to move these funds from another project into the appropriate account line to complete this transaction is being processed through Fiscal Services concurrent with this agenda item.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Purchase Agreement between Longwood/Lake Mary, LLC, and Seminole County for property needed in conjunction with the County Road 427, Phase III, Road Improvement Project.

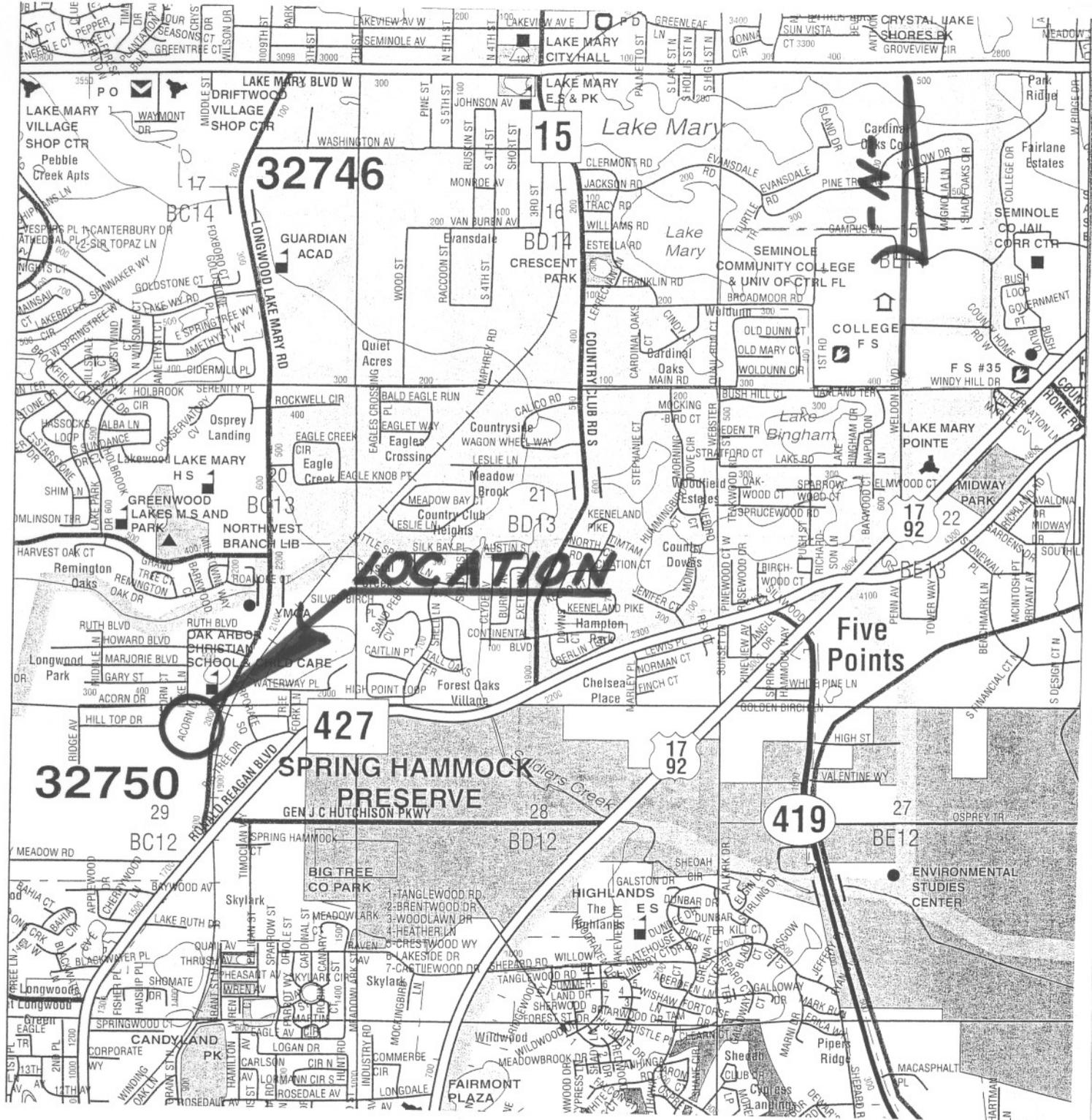
ATTACHMENTS:

1. Location Map
2. Purchase Agmt - Permanent Drainage Esmt - CR 427-3

Additionally Reviewed By:

Budget Review (Fredrik Coulter, Lisa Spriggs)

County Attorney Review (Matthew Minter)



LOCATION MAP

PURCHASE AGREEMENT FOR PERMANENT DRAINAGE EASEMENT

THIS AGREEMENT is made and entered into this 11th day of September, 2007, by and between **LONGWOOD/LAKE MARY, LLC**, a Florida limited liability company, whose address is 6355 Metro West Boulevard, Suite 330, Orlando, Florida 32835, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for a stormwater drainage project in Seminole County, Florida;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, OWNER hereby agrees to sell and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

See attached Exhibit "A".

Parcel I.D. Number: 29-20-30-300-002C-0000
20-20-30-502-0D00-0020

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above described property by permanent and perpetual easement, free of liens and encumbrances, unto COUNTY for the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00). The above amount includes all compensation due to the OWNER as a result of this acquisition for any reason and for any account whatsoever.

(b) COUNTY shall be responsible for payment of recording fees and for recording the Drainage Easement, attached hereto and incorporated herein as Exhibit "B", in the official records of Seminole County, Florida.

(c) OWNER shall be responsible for OWNER's own attorney's fees and costs, if any, to prepare and all expenses to record instruments necessary to provide title unto COUNTY, free and clear of all liens and encumbrances.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II(a) above, upon the proper execution and delivery to the COUNTY of Exhibit "B" and any other instruments required to complete the above purchase and sale.

(b) OWNER agrees to remove from the Drainage Easement area any personal property or vegetation, if any, that it wishes to relocate.

(c) Any and all encroachments existing within the Drainage Easement area other than those improvements, if any, included in the purchase price are to be removed at the expense of the OWNER.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the Drainage Easement which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

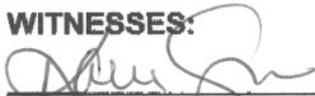
(f) The OWNER shall indemnify and save the COUNTY harmless from and against all liability, claims for damages, and suits for any injury to any person or persons, or damages to any property of any kind whatsoever arising out of or in any way connected with this Agreement or in any act or omission in any manner related to said Agreement.

(g) The COUNTY shall be solely responsible for all of COUNTY activities conducted within the Drainage Easement area. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(h) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names on the date first above written.

WITNESSES:



SIGNATURE



PRINT NAME



SIGNATURE



PRINT NAME

PROPERTY OWNER:

LONGWOOD/LAKE MARY, LLC
a Florida limited liability company

By: 

NANCY ROSSMAN, Manager

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
Seminole County only. Ap-
proved as to form and legal
sufficiency.

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

County Attorney

SED/lpk
8/7/07

P:\Users\lkennedy\My Documents\Public Works\purchase agt Longwood-Lake Mary LLC.doc

Attachments:

- Exhibit "A" – Legal Description
- Exhibit "B" – Drainage Easement

Prepared by and return recorded copy to:
Susan E. Dietrich
Assistant County Attorney
Seminole County Services Bldg.
1101 East First Street
Sanford, Florida 32771

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered into this 11th day of September, 2007, by and between LONGWOOD/LAKE MARY, LLC, a Florida limited liability company, whose address is 6355 Metro West Boulevard, Suite 330, Orlando, Florida 32835, hereinafter referred to as the "GRANTOR", and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "GRANTEE".

W I T N E S S E T H:

FOR AND IN CONSIDERATION OF the sum of TEN AND NO/100 DOLLAR (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual and permanent easement and right-of-way for drainage purposes, with full authority to enter upon, excavate, construct, repair, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or any combination thereof, together with appurtenant drainage structures, over, under, upon, and through the following-described lands situate in the County of Seminole, State of Florida, to-wit:

See Composite Exhibit "A," attached hereto and incorporated herein.

TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

The GRANTEE herein and its assigns shall have the right to clear, keep clear and remove from said easement and right-of-way all trees, undergrowth, and other obstructions that may interfere with location, excavation, operation, repair, or maintenance of the drainage system or any structures installed thereon by the GRANTEE and its assigns, and the GRANTOR, its successors and assigns agree not to build, construct or

LEGAL DESCRIPTION

THAT PORTION OF LAND LYING IN SECTION 29, TOWNSHIP 20 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA AS DESCRIBED IN OFFICIAL RECORDS BOOK 1925, PAGE 920 LESS OFFICIAL RECORDS BOOK 1921, PAGE 1097 AND OFFICIAL RECORDS BOOK 1922, PAGE 1807, ALL BEING OF THE PUBLIC RECORDS, SEMINOLE COUNTY, FLORIDA. ALSO SHOWN ON THE RIGHT-OF-WAY MAP OF COUNTY ROAD 427, PHASE III, PREPARED FOR SEMINOLE COUNTY BY SOUTHEASTERN SURVEYING & MAPPING CORP.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH 1/4 CORNER OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 30 EAST; THENCE RUN S00°24'37"E ALONG THE WEST LINE OF THE NORTHEAST 1/4 SAID SECTION 29 A DISTANCE OF 1175.40 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 150.00 FEET OF THE NORTH 1325.40 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 29; THENCE RUN N89°32'21"E ALONG SAID NORTH LINE OF THE SOUTH 150.00 FEET OF THE NORTH 1325.40 FEET A DISTANCE OF 11.75 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE OF THE SOUTH 150.00 FEET OF THE NORTH 1325.40 FEET RUN N00°09'55"E A DISTANCE OF 45.46 FEET TO A POINT ON THE SOUTH LINE OF RETENTION POND NO. 6, AS SHOWN ON THE ABOVE MENTIONED RIGHT-OF-WAY MAP; THENCE RUN S85°39'34"E ALONG SAID SOUTH LINE DISTANCE OF 15.04 FEET; THENCE RUN S00°09'55"W A DISTANCE OF 44.20 FEET TO A POINT ON SAID NORTH LINE; THENCE RUN ALONG SAID NORTH LINE S89°32'21"W A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 672 SQUARE FEET MORE OR LESS.

SHEET 2 OF 2

SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND

BEARINGS BASED ON :

WEST LINE OF THE NORTHEAST 1/4 OF SECTION 29,

TOWNSHIP 20 SOUTH, RANGE 30 EAST AS BEING

S00°24'37"E.

REVISIONS

	DATE	BY	REVISIONS	REQUESTED BY:
1	06/21/07	L.W.	MOVE EASEMENT NORTH AND WEST FOR PIPE REPLACEMENT	J. MATTHEWS
2				
3				
4				

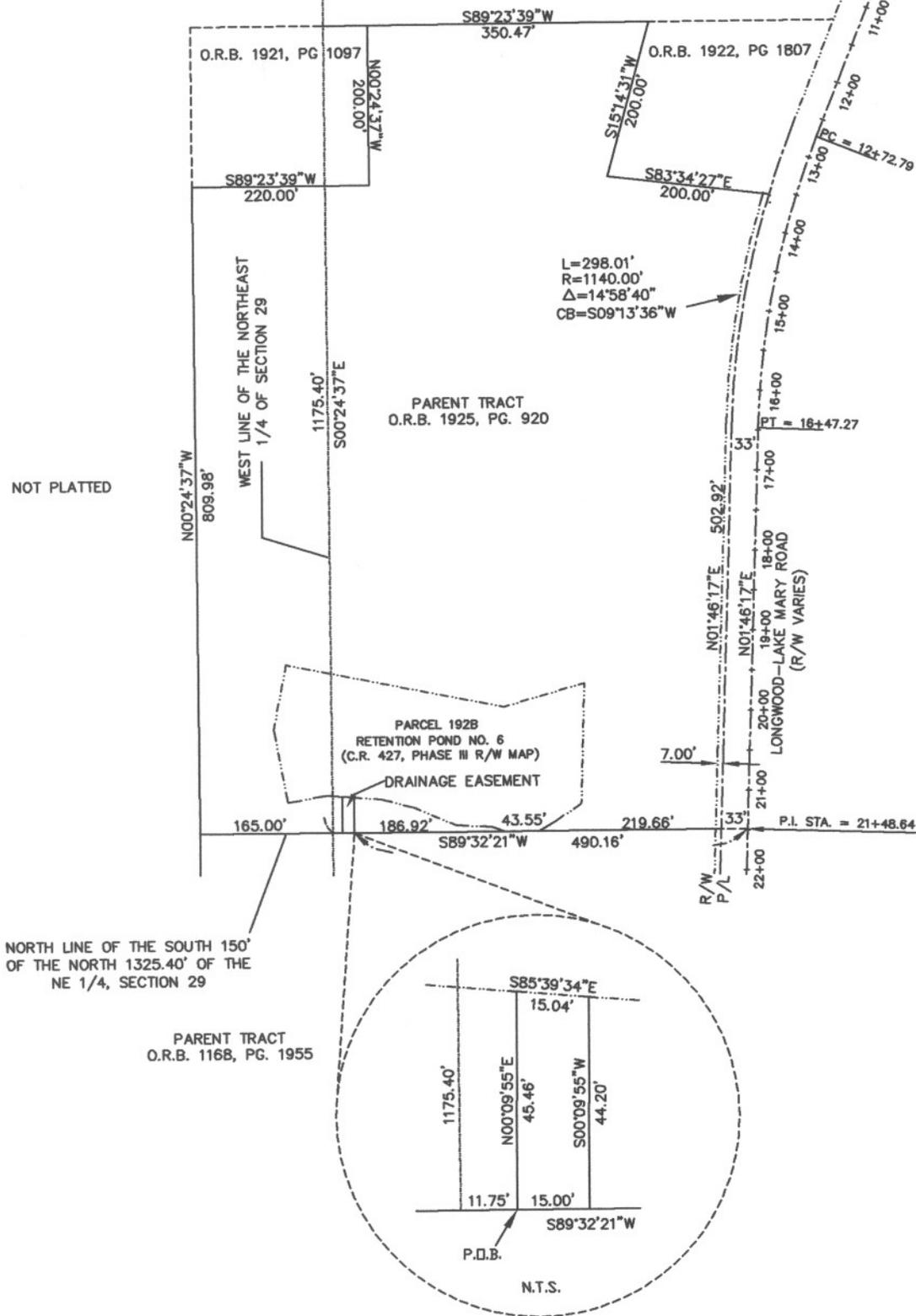
JOB NAME: 06-065	FIELD DATE: N/A	DATE: 06/21/07	SCALE: 1"=200'	DRAWN BY: L.W.	CHECKED BY:
------------------	-----------------	----------------	----------------	----------------	-------------

SKETCH OF DESCRIPTION



P.O.C.
NORTH 1/4 CORNER
SECTION 29, T20S, R30E

REVISED PLAT OF BLOCK "A"
HENSON'S ACRES
P.B. 10, PG. 41



SHEET 1 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
SURVEY SECTION
520 W. LAKE MARY BLVD.
SANFORD, FLORIDA 32773
(407)665-5647

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY: *Gary A. Leise*

GARY A. LEISE P.L.S. FLA. CERT.# 4723

LEGEND

- | | |
|--------------------------------|----------------------------------|
| △ CENTRAL ANGLE (DELTA) | PB - PLAT BOOK |
| R - RADIUS | PG - PAGE (S) |
| CB - CHORD BEARING | ORB - OFFICIAL RECORDS BOOK |
| L - ARC LENGTH | SEC - SECTION - TOWNSHIP - RANGE |
| C - CHORD | PCL - PARCEL |
| ○ SET IRON PIN OR PIPE | PC - POINT OF CURVATURE |
| ◦ FOUND IRON PIN OR PIPE | PT - POINT OF TANGENCY |
| □ SET CONCRETE MONUMENT | PI - POINT OF INTERSECTION |
| ■ FOUND CONCRETE MONUMENT | PCC - POINT OF COMPOUND CURVE |
| P.O.B. - POINT OF BEGINNING | PRC - POINT OF REVERSE CURVE |
| P.O.C. - POINT OF COMMENCEMENT | M - MEASURED |
| P.O.T - POINT OF TERMINATION | P - PLAT |
| R/W - RIGHT OF WAY | F - FIELD |
| D - DEED | C - CALCULATED |
| C/L - CENTERLINE | P/L - PROPERTY LINE |
| UTIL - UTILITY | ESMT - EASEMENT |

FIELD DATE: N/A
DATE: 06/21/07
JOB NAME: 06-065

SCALE: 1"=200'
DRAWN BY: L.W.
CHECKED BY:

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution Accepting a Drainage Easement Necessary for Drainage Improvements to Oakhurst Street

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Warren Lewis

EXT: 5658

MOTION/RECOMMENDATION:

Adopt the Resolution accepting a Drainage Easement from Daniel C. and Melissa A. Heslep necessary for drainage improvements to Oakhurst Street.

District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

Future potential drainage improvements for the protection of Oakhurst Street will require a Drainage Easement not currently owned by Seminole County. Daniel C. Heslep and Melissa A. Heslep have indicated their willingness to donate a Drainage Easement evidenced by the attached document:

STAFF RECOMMENDATION:

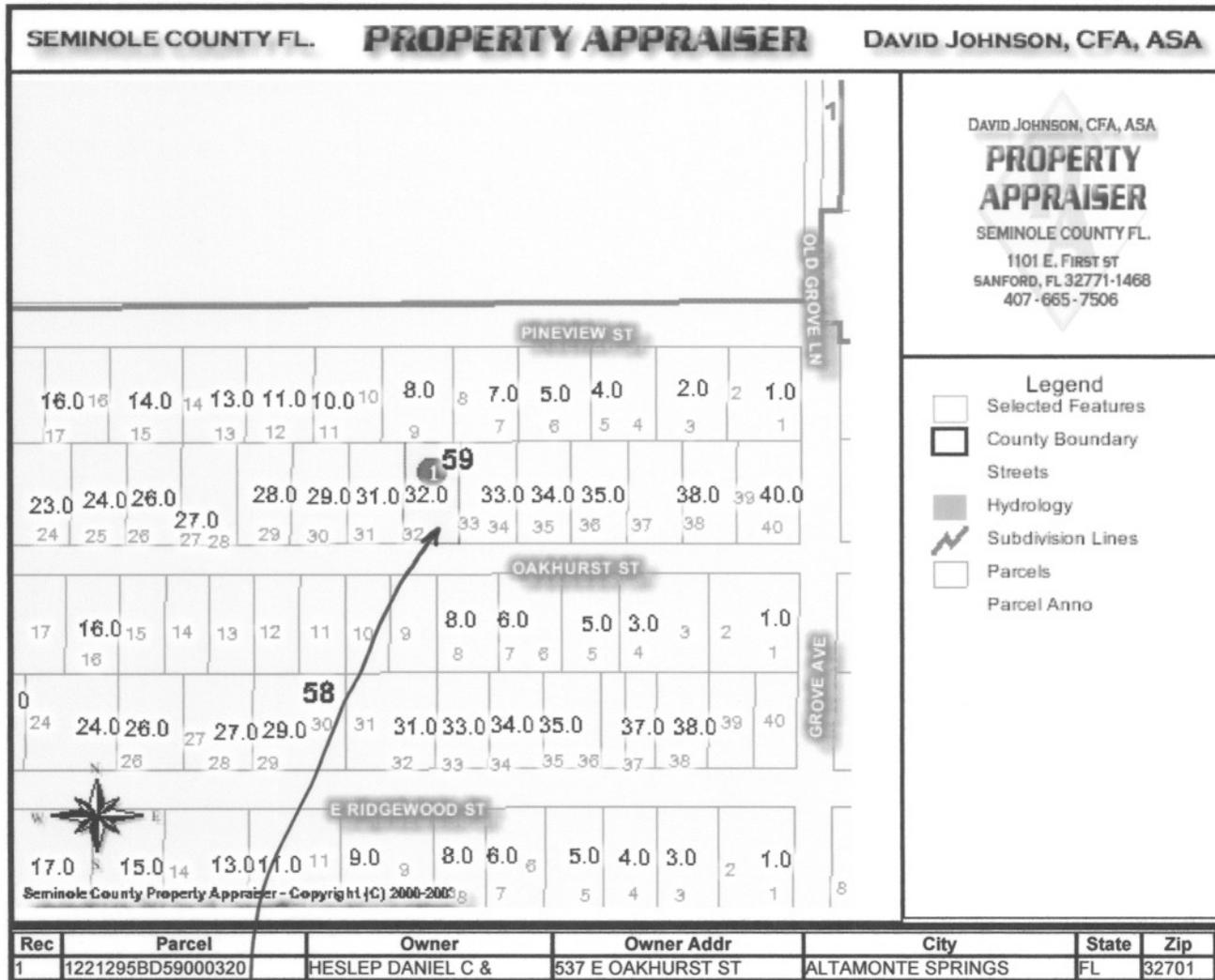
Staff recommends the Board adopt the Resolution accepting a Drainage Easement from Daniel C. and Melissa Heslep necessary for drainage improvements to Oakhurst Street.

ATTACHMENTS:

- 1. Location Map
- 2. Resolution
- 3. Drainage Easement - Oakhurst Street

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)</p>
--

Location Map



Subject Parcel

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE _____ DAY OF _____, 2007.**

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for drainage protection of Oakhurst Street located in Section 12, Township 21 South, Range 29 East, in Seminole County, Florida; and

WHEREAS, the drainage protection of Oakhurst Street will require a Drainage Easement not now owned by the County of Seminole; and

WHEREAS, Daniel C. Heslep and Melissa A. Heslep, have indicated their willingness to donate to Seminole County the required Drainage Easement as evidenced by the executed Drainage Easement accompanying this resolution.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Drainage Easement, executed November 1, 2007, by the aforementioned property owners, conveying to Seminole County an easement over the land described within the Drainage Easement attached hereto.

BE IT FURTHER RESOLVED that the aforementioned Drainage Easement be recorded in the Official Records of Seminole County, Florida.

ADOPTED THIS _____ DAY OF _____, 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Brenda Carey, 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
11-2-2007

Document prepared by:
Warren Lewis, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Approved by:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT is made and entered this 1st day of November, 2007, by DANIEL C. HESLEP AND MELISSA A. ~~DUNN~~ ^{HESLEP}, his wife whose address is 537 E. Oakhurst Street, Altamonte Springs, Florida, 32701, hereinafter referred to as the GRANTOR and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE;

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant and convey to the GRANTEE and its assigns, an exclusive, perpetual, and permanent easement and right-of-way for drainage purposes with full authority to enter upon, excavate, construct, and maintain, as the GRANTEE and its assigns may deem necessary, a drainage system consisting of pipes, ditches, detention, percolation or disposal areas or combination thereof, together with appurtenant drainage structures, over, under, upon and through the following described lands situate in the County of Seminole, State of Florida, to-wit:

See Sketch of Description and Legal Description attached hereto as Exhibit "A-1" and "A-2"

Property Appraiser's Parent Parcel Identification No:
12-21-29-5BD-5900-0320

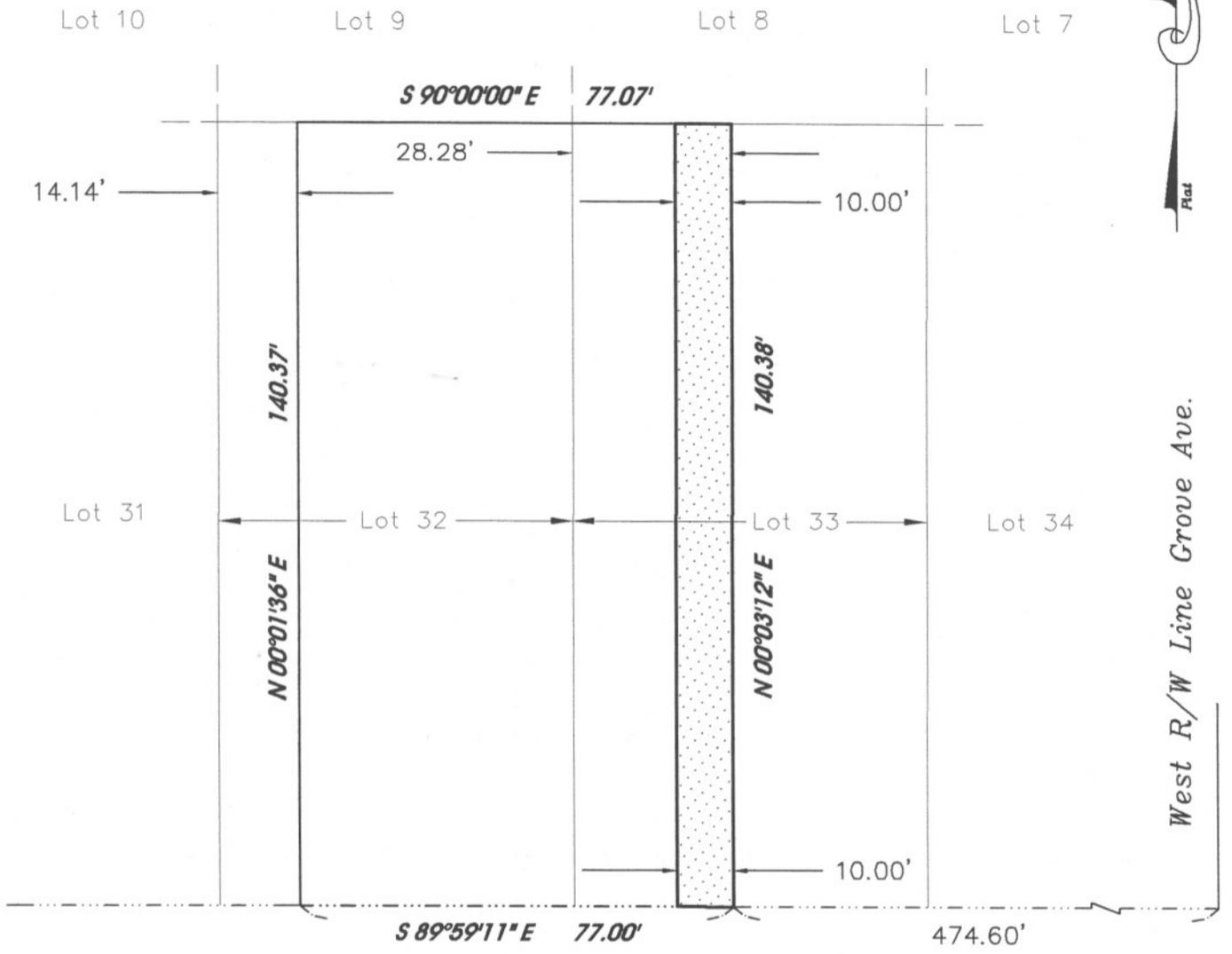
TO HAVE AND TO HOLD said easement and right-of-way unto said GRANTEE and its assigns forever.

THE GRANTOR further gives and grants unto the GRANTEE and it's assigns, the right to use such other area of land adjoining the above described easement and right-of-way as may be necessary and proper for installing and maintaining drainage pipe and the use of the equipment necessary to be utilized in digging and/or excavating the drainage area.

THE GRANTEE herein and its assigns shall have the right to clear, keep clear, remove from said easement all trees, undergrowth and other obstructions that may interfere with location, excavation, operation or maintenance of the drainage or any structures installed thereon by the

SKETCH OF DESCRIPTION

BLOCK 59



Oakhurst Street 50' R/W

SHEET 1 OF 2

SEMINOLE COUNTY

ENGINEERING DEPARTMENT
 SURVEY SECTION
 520 W. LAKE MARY BLVD.
 SANFORD, FLORIDA 32773
 (407)665-5647

LEGEND

- | | |
|--|---|
| <ul style="list-style-type: none"> △ CENTRAL ANGLE (DELTA) R - RADIUS CB - CHORD BEARING L - ARC LENGTH C - CHORD ○ SET IRON PIN OR PIPE ● FOUND IRON PIN OR PIPE □ SET CONCRETE MONUMENT ■ FOUND CONCRETE MONUMENT P.O.B. - POINT OF BEGINNING P.O.C. - POINT OF COMMENCEMENT P.O.T. - POINT OF TERMINATION R/W - RIGHT OF WAY D - DEED C/L - CENTERLINE UTIL - UTILITY | <ul style="list-style-type: none"> PB - PLAT BOOK PG - PAGE (S) ORB - OFFICIAL RECORDS BOOK SEC - SECTION - TOWNSHIP - RANGE PCL - PARCEL PC - POINT OF CURVATURE PT - POINT OF TANGENCY PI - POINT OF INTERSECTION PCC - POINT OF COMPOUND CURVE PRC - POINT OF REVERSE CURVE M - MEASURED P - PLAT F - FIELD C - CALCULATED P/L - PROPERTY LINE ESMT - EASEMENT |
|--|---|

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

BY:
 GARY A. LEISE P.L.S. FLA. CERT. # 4723



FIELD DATE: N/A
 DATE: 10/15/07
 JOB NAME: 07-056

SCALE: 1" = 30'
 DRAWN BY: GL
 CHECKED BY: LW

EXHIBIT "A-1"

LEGAL DESCRIPTION

Drainage Easement : The East 10.00 feet of the following described parcel: " Lot 32 (Less the West 14.14 feet) and the West 28.28 feet of Lot 33, Block 59, SANLANDO THE SUBURB BEAUTIFUL, PALM SPRINGS SECTION, according to the plat thereof as recorded in Plat Book 3, Page 65 1/2, of the Public Record, Seminole County, Florida."

As recorded in Official Records Book 04999, Pg. 1598 of said Seminole County Public Records.

Containing 1,404 square feet more or less.

SHEET 2 OF 2

SURVEYOR'S NOTES

1. THIS IS NOT A SURVEY.
2. UNDERGROUND UTILITIES AND/OR IMPROVEMENTS NOT LOCATED.
3. SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON, THE ABOVE REFERENCED PROPERTY MAY BE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

LEGEND

BEARINGS BASED ON :

***As no angles or bearings are noted on the Plat
all bearings shown hereon are assumed and
based on equal proportion of plat dimensions***

REVISIONS

	DATE	BY	REVISIONS	REQUESTED BY:
1				
2				
3				
4				

JOB NAME: 07-056	FIELD DATE: N/A	DATE: 10/15/07	SCALE: 1" = 30'	DRAWN BY: GL	CHECKED BY: LW
------------------	-----------------	----------------	-----------------	--------------	----------------

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution Accepting Eight (8) Quit Claim Deeds and One (1) Corrective Quit Claim Deed for Property Needed for the Magnolia Avenue Road Paving Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Warren Lewis

EXT: 5658

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution accepting eight (8) Quit Claim Deeds and one (1) Corrective Quit Claim Deed for property needed for the Magnolia Avenue Paving Project.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

Magnolia Avenue is part of the Road Improvement Program to pave certain roads currently in the County Maintained Road System (Capital Improvement Project # 00247706). Paving Magnolia Avenue required property not currently owned by Seminole County. The following individuals have indicated their willingness to donate a Quit Claim Deed and Corrective Quit Claim Deed as evidenced by the attached documents:

1. Eva C. Rogers
2. Patricia L. Beckham and Robert Beckham
3. Larry F. Green and Eva Faye Green
4. Mary Kathleen Speigle, F/K/A Mary Kathleen Anderson
5. Michael V. Davis
6. James Toner and Scarlett Toner
7. Georgia N. Carter
8. Lawrence P. Eckenrode
9. Jerry W. Lord, Jr. and Lilia B. Lord (Corrective Quit Claim Deed)

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Resolution accepting eight (8) Quit Claim Deeds and one (1) Corrective Quit Claim Deed for property needed for the Magnolia Avenue Paving Project., from 27th Street south to the existing pavement.

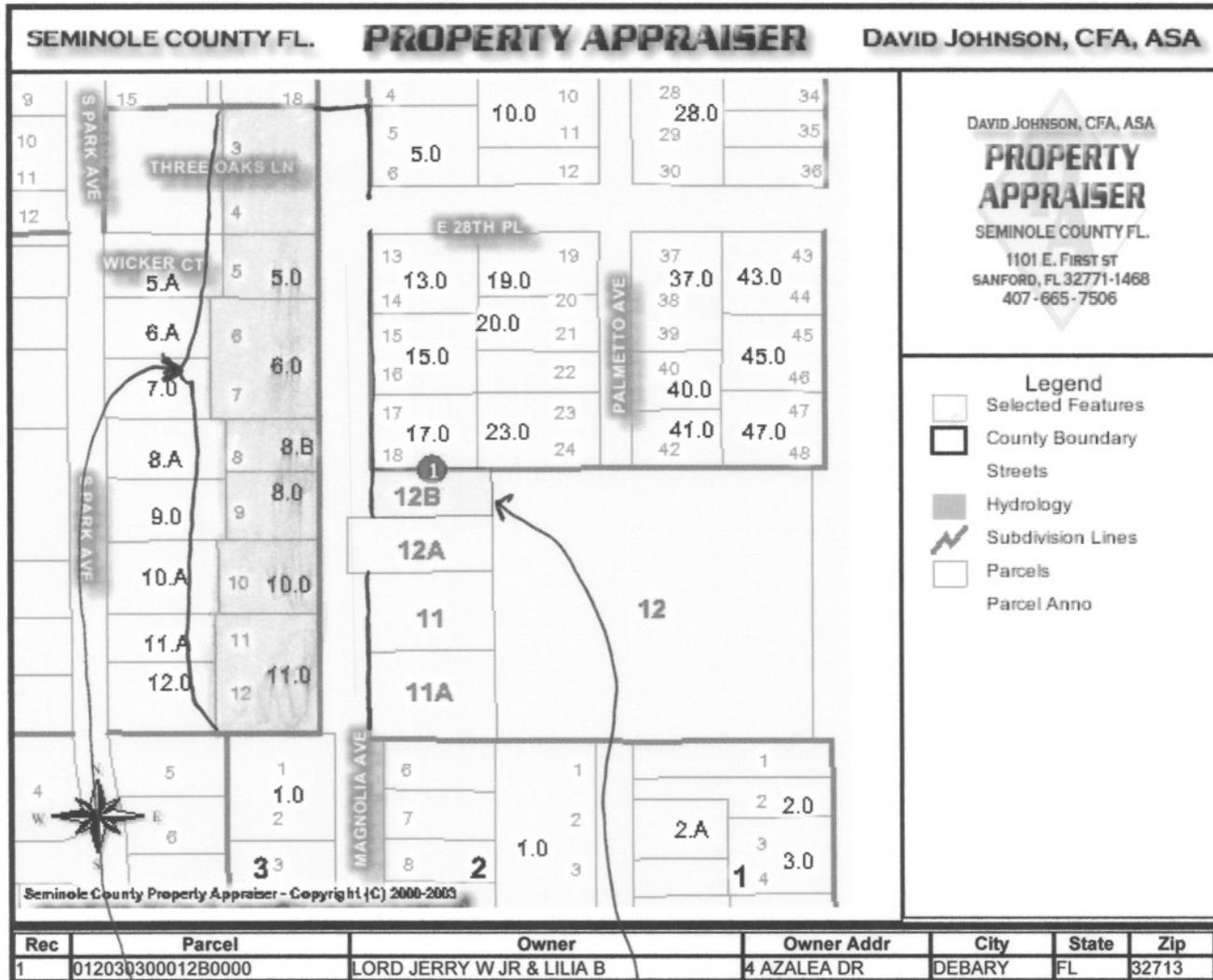
ATTACHMENTS:

1. Location Map
2. Resolution
3. Quit Claim Deeds (8) Magnolia Ave Paving
4. Corrective Quit Claim Deed-Magnolia Ave Paving (1)

Additionally Reviewed By:

County Attorney Review (Matthew Minter)

Location Map



Subject Parcel

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE _____ DAY OF _____, 2007.

WHEREAS, the Board of County Commissioners of Seminole County authorized a road improvement program to pave certain roads currently in the County maintenance system; and

WHEREAS, it has been determined by the Board of County Commissioners of Seminole County that a necessity exists for roadway improvements to Magnolia Avenue located in Section 01, Township 20 South, Range 30 East, in Seminole County, Florida; and

WHEREAS, the implementation of the needed roadway improvements required right-of-way that was not formerly owned by the County of Seminole; and

WHEREAS, Eva C. Rogers; Patricia L. Beckham and Robert Beckham, Jr.; Larry F. Green and Eva Faye Green; Mary Kathleen Speigle, f/k/a Mary Kathleen Anderson; Michael V. Davis; James Toner and Scarlett Toner; Georgia N. Carter; Lawrence P. Eckenrode; Jerry W. Lord, Jr and Lilia B. Lord; the property owners abutting the existing aforementioned Magnolia Avenue have indicated their willingness to donate to Seminole County the required right-of-way as evidenced by the executed Quit Claim Deeds filed in Official Record Book 6800, Pages 46 through 61, and Official Record Book 6861 Pages 1587 & 1588 (copies of deeds attached); and

WHEREAS, *Section 196.28, Florida Statutes*, provides for and authorizes the Board of County Commissioners to cancel and discharge any and all liens for taxes, delinquent or current, held or owned by the County or State upon lands conveyed to or acquired by the County for road or other public purposes.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Seminole County, Florida, hereby accepts the accompanying Quit Claim Deeds, conveying to Seminole County the land described therein; and

BE IT FURTHER RESOLVED that all ad valorem taxes, either current or delinquent, that are owed upon and liens upon said lands resulting from said taxes and relating to the lands described in the above referenced Quit Claim Deeds are hereby canceled and discharged to the fullest extent of the law.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided by the Clerk to the Board of County Commissioners to the Tax Collector for Seminole County and the Property Appraiser for Seminole County; and

ADOPTED THIS _____ DAY OF _____, 2007

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Brenda Carey, 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
10-08-2007

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06800 Pgs 0046 - 47; (2pgs)
CLERK'S # 2007123800
RECORDED 08/24/2007 03:21:23 PM
RECORDING FEES 18.50
RECORDED BY H DeVore

Ⓟ
This document prepared by:
Neil Newton, R/W-NAC, Senior Coordinator
Seminole County Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Prepared Under
the Direction of:
Steve L. Wessels, P.L.S., County Surveyor
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 11th day of Aug, 2006, between EVA C. ROGERS, whose mailing address is 1377 Lone Star Boulevard, Terrell, Texas 75160, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

The East 30 feet of the following described property:

The East ½ of Lots 3 and 4, EVANS SUB, according to the plat thereof recorded in Plat Book 1, Page 17, of the Public Records of Seminole County, Florida.

Property Appraiser's Parent Parcel Identification No.:
01-20-30-516-0000-0030

NOTE: This property is not the homestead property of the GRANTOR

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

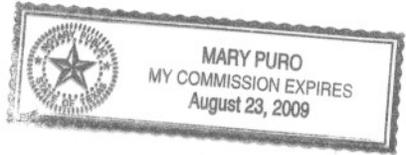
(Sign) [Signature]
Print Name: Ryan A Hawkins

[Signature]
Eva C. Rogers, GRANTOR

(Sign) [Signature]
Print Name: Valerie T Hawkins

STATE OF Texas)
COUNTY OF Dallas) ss

The foregoing instrument was acknowledged before me this 11 day of Aug., 2006, by EVA C. ROGERS, who is personally known to me or who has produced TX D.L. as identification and who did/did not take an oath.



[Signature]
Print Name: MARY PURO
Notary Public in and for the County and State Aforementioned

My commission expires: 08/23/09

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06800 Pgs 0048 - 49; (2pgs)
CLERK'S # 2007123801
RECORDED 08/24/2007 03:21:23 PM
RECORDING FEES 18.50
RECORDED BY H DeVore

This document prepared by:
Neil Newton, R/W-NAC, Senior Coordinator
Seminole County Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Prepared Under
the Direction of:
Steve L. Wessels, P.L.S., County Surveyor
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 17 day of August, 2006, between PATRICIA L. BECKHAM and ROBERT BECKHAM, JR., whose mailing address is 975 North Village Drive, Deltona, Florida, 32725, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

The East 30 feet of the following described property:

The East ½ of Lots 3 and 4, EVANS SUB, according to the plat thereof recorded in Plat Book 1, Page 17, of the Public Records of Seminole County, Florida.

Property Appraiser's Parent Parcel Identification No.:
01-20-30-516-0000-0030

NOTE: This property is not the homestead property of the GRANTOR

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06800 Pgs 0050 - 51; (2pgs)
CLERK'S # 2007123802
RECORDED 08/24/2007 03:21:23 PM
RECORDING FEES 18.50
RECORDED BY H DeVore

This document prepared by:
Neil Newton, R/W-NAC, Senior Coordinator
Seminole County Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Prepared Under
the Direction of:
Steve L. Wessels, P.L.S., County Surveyor
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 19th day of July, 2006, between LARRY F. GREEN and EVA FAYE GREEN, his wife, whose mailing address is 658 Northcliff Avenue, Deltona, Florida, 32738, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

The East 30 feet of the following described property:

The East ½ of Lot 5, EVANS SUB, according to the plat thereof recorded in Plat Book 1, Page 17, of the Public Records of Seminole County, Florida.

Property Appraiser's Parent Parcel Identification No.:
01-20-30-516-0000-0050

NOTE: This property is not the homestead property of the GRANTOR

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

This document prepared by:
Neil Newton, R/W-NAC, Senior Coordinator
Seminole County Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Prepared Under
the Direction of:
Steve L. Wessels, P.L.S., County Surveyor
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06800 Pgs 0052 - 53; (2pgs)
CLERK'S # 2007123803
RECORDED 08/24/2007 03:21:23 PM
RECORDING FEES 18.50
RECORDED BY H DeVore

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 19th day of July, 2006, between MARY KATHLEEN SPEIGLE, F/K/A MARY KATHLEEN ANDERSON, a married woman, whose mailing address is 2812 South Magnolia Avenue, Sanford, 32771, Florida, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTEE in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

The East 30 feet of the following described property:

The East 165 feet of Lots 6 and 7, EVANS SUB, according to the plat thereof recorded in Plat Book 1, Page 17, of the Public Records of Seminole County, Florida.

Property Appraiser's Parent Parcel Identification No.:
01-20-30-516-0000-0060

NOTE: This property is not the homestead property of the GRANTOR'S spouse

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

This document prepared by:
Neil Newton, R/W-NAC, Senior Coordinator
Seminole County Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Prepared Under
the Direction of:
Steve L. Wessels, P.L.S., County Surveyor
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06800 Pgs 0054 - 55; (2pgs)
CLERK'S # 2007123804
RECORDED 08/24/2007 03:21:23 PM
RECORDING FEES 18.50
RECORDED BY H DeVore

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 19th day of July, 2006, between MICHAEL V. DAVIS, whose mailing address is 4884 New Broad Street, #211, Orlando, Florida 32814, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

The East 30 feet of the following described property:

The North 70 feet of the East ½ of Lot 8, EVANS SUB,
according to the plat thereof recorded in Plat Book 1, Page
17, of the Public Records of Seminole County, Florida.

Property Appraiser's Parent Parcel Identification No.:
01-20-30-516-0000-008B

NOTE: This property is not the homestead property of the GRANTOR

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06800 Pgs 0056 - 57; (2pgs)
CLERK'S # 2007123805
RECORDED 08/24/2007 03:21:23 PM
RECORDING FEES 18.50
RECORDED BY H DeVore

This document prepared by:
Neil Newton, R/W-NAC, Senior Coordinator
Seminole County Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Prepared Under
the Direction of:
Steve L. Wessels, P.L.S., County Surveyor
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 19th day of July, 2006, between JAMES TONER and SCARLETT TONER, husband and wife, whose mailing address is 2818 South Magnolia Avenue, Sanford, Florida, 32773, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTEE in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

The East 30 feet of the following described property:

The East ½ of Lots 8 and 9, EVANS SUB, according to the plat thereof recorded in Plat Book 1, Page 17, of the Public Records of Seminole County, Florida; LESS the North 70 feet of Lot 8.

Property Appraiser's Parent Parcel Identification No.:
01-20-30-516-0000-0080

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06800 Pgs 0058 - 59; (2pgs)
CLERK'S # 2007123806
RECORDED 08/24/2007 03:21:23 PM
RECORDING FEES 18.50
RECORDED BY H DeVore

This document prepared by:
Neil Newton, R/W-NAC, Senior Coordinator
Seminole County Engineering
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

Legal Description Prepared Under
the Direction of:
Steve L. Wessels, P.L.S., County Surveyor
520 W. Lake Mary Boulevard, Suite 200
Sanford, Florida 32773

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made this 19th day of July, 2006, between GEORGIA N. CARTER, a single woman, whose mailing address is 2820 South Magnolia Avenue, Sanford, 32771, Florida, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTEE in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

The East 30 feet of the following described property:

Lot 10, LESS the West 147 feet; and
Lot 11, LESS the West 147 feet and also LESS the South
60.36 feet thereof of EVANS SUB, according to the plat
thereof recorded in Plat Book 1, Page 17, of the Public
Records of Seminole County, Florida.

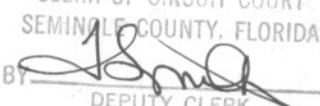
Property Appraiser's Parent Parcel Identification No.:
01-20-30-516-0000-0100

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

Document Prepared By:
Warren Lewis, R/W-NAC, Right-of-Way Agent
Right-of-Way Section
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

Legal Description Approved By:
Steve L. Wessels, P.L.S.
County Surveyor
Seminole County Engineering Division
520 W. Lake Mary Blvd., Suite 200
Sanford, Florida 32773

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06861 Pgs 1587 - 1588; (2pgs)
CLERK'S # 2007157403
RECORDED 11/07/2007 02:25:08 PM
RECORDING FEES 18.50
RECORDED BY T Smith

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

NOV 07 2007

CORRECTIVE QUIT CLAIM DEED

THIS CORRECTIVE QUIT CLAIM DEED is made this 7 day of November 2007, between JERRY W. LORD, JR and LILIA B. LORD, husband and wife, whose address is 2401 Elkcam Blvd., Deltona, Florida, 32738, hereinafter called the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter called the GRANTEE.

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable considerations, to GRANTOR in hand paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the GRANTEE forever, all the right, title, interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situated, lying and being in the County of Seminole, State of Florida, to-wit:

The West 30 feet of the following described property:

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 1, Township 20 South, Range 30 East, Seminole County, Florida; LESS the South 200 feet thereof.

Property Appraiser's Parent Parcel Identification No.:
01-20-30-300-012B-0000

Note: This Corrective Quitclaim Deed is being recorded to correct the signature of the Grantor Jerry W. Lord, Jr for that certain Quitclaim Deed filed in Official Record Book 6800, Pages 62 & 63, to show "Jr".

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the proper use, benefit and behoof of the GRANTEE forever.

RETURN TO: WARREN LEWIS
SEMINOLE COUNTY ENGINEERING

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution Authorizing the Chairman to Execute a County Deed Conveying County-Owned Property Necessary to Construct or Improve State Road No. 400 (Interstate 4) (FDOT Parcel No. 100)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Warren Lewis

EXT: 5658

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute a County Deed conveying property (FDOT Parcel No. 100) necessary to construct or improve State Road No. 400 (Interstate 4) to the Florida Department of Transportation (FDOT).

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

It is necessary that certain land now owned by Seminole County be acquired by the Florida Department of Transportation (FDOT Parcel No. 100) to construct or improve State Road No. 400 (Interstate 4). FDOT has requested that Seminole County execute and deliver a County Deed conveying all rights, title and interest that the County has in and to said lands for transportation purposes.

STAFF RECOMMENDATION:

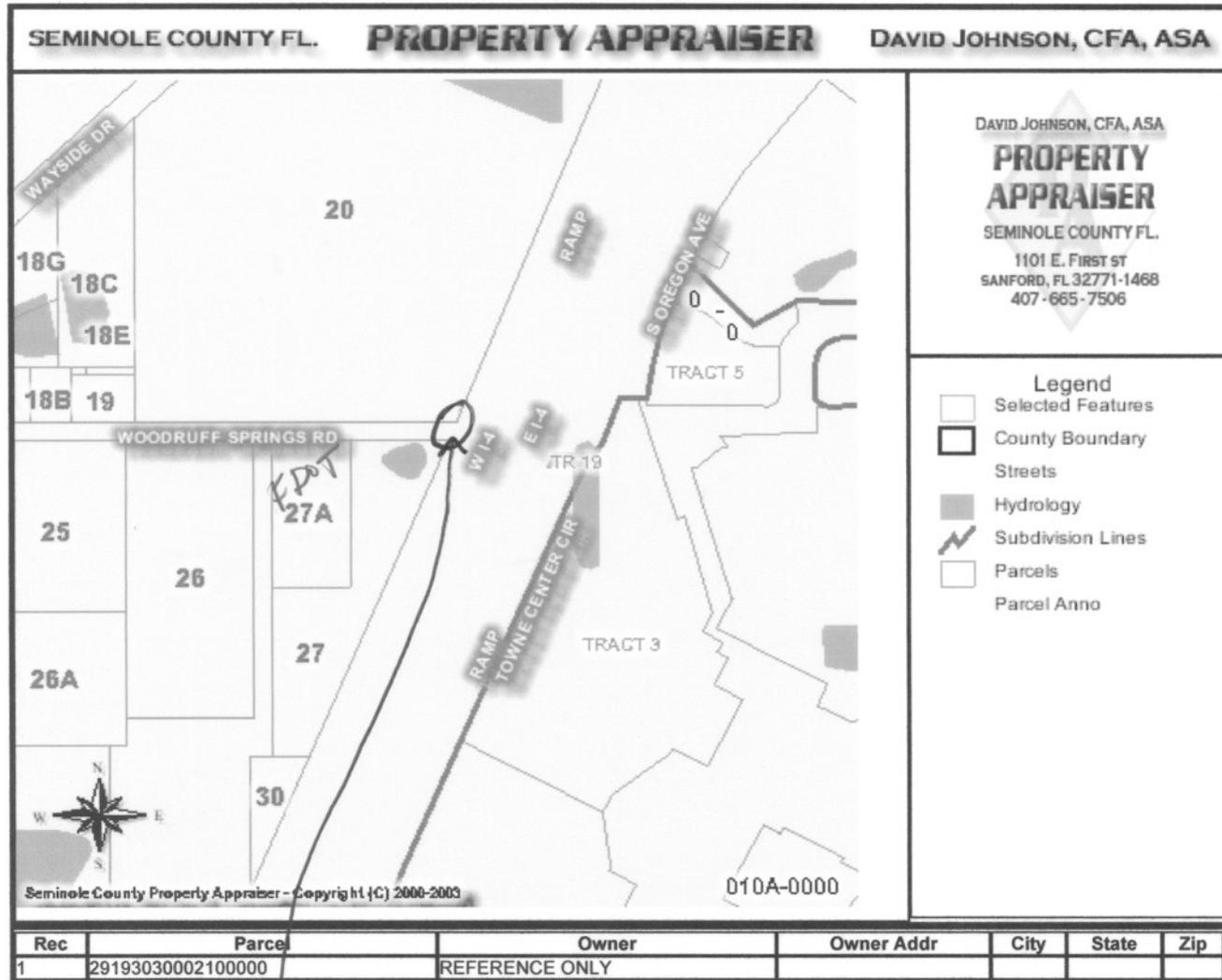
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a County Deed conveying property (FDOT Parcel No. 100) necessary to construct or improve State Road No. 400 (Interstate 4) to the Florida Department of Transportation (FDOT).

ATTACHMENTS:

1. Location Map
2. Resolution
3. County Deed-FDOT-Parcel 100

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)</p>
--

Location Map



Subject parcel

RESOLUTION NO. 2007-R- _____

RESOLUTION

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON THE ____ DAY OF _____, 2007.

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 400 (I-4), Section No. 77160, F.P. No. 407573-1 in Seminole County, Florida; and

WHEREAS, it is necessary that certain land now owned by Seminole County be acquired by the State of Florida Department of Transportation; and

WHEREAS, the necessary lands are identified by the Florida Department of Transportation as Parcel Number 100; and

WHEREAS, said property is not needed for county purposes; 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 County Deed in favor of the State of Florida Department of Transportation, conveying all rights, title and interest 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 County Deed is for transportation purposes which are in the public or community interest and for public welfare; and the land needed for transportation purposes is not needed for county purposes; that the deed in favor of the State of Florida Department of Transportation conveying all right, title and interests of Seminole County in and to said land identified as Parcel Number 100 has been drawn and executed by this Board of County Commissioners.

ADOPTED THIS ____ DAY OF _____, 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

Brenda Carey, 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
11-02-2007

COUNTY DEED

Parcel No. 100
Section 77160
State Road 400 (I-4)
County of Seminole, Florida

THIS DEED is made this _____ day of _____ 2007 by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the **GRANTOR**, and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 719 South Woodland Boulevard, Deland, Florida, 32720, hereinafter referred to as the **GRANTEE** or **F.D.O.T.**

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to **GRANTEE**, its heirs and assigns forever, the following described land lying and being in the County of Seminole, State of Florida, to-wit:

See Legal Description attached hereto as Exhibit "A"

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on, or under the above described land and all the petroleum that is or may be in, on, or under the above described land with the privilege to mine and develop the same, the **GRANTEE** having petitioned for said release. The reason justifying such release is that **GRANTEE** is an agency of the State of Florida, which state therefore loses no rights by such release.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatever of the said grantor, either in law or equity, to the said grantee forever.

PROVIDED that the following rights are reserved to Grantor:

1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate road and utility facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the Grantor or require the Grantor to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The Grantor agrees to repair any damage caused by the Grantor to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the Grantor exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Brenda Carey, Chairman

Date: _____

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

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

County Attorney

EXHIBIT "A"

PARCEL 100
Limited Access Right-of-Way

SECTION 77160
F.P.NO. 407573-1

THAT PART OF:

Woodruff Springs Road being in the Northeast 1/4 of the Southwest 1/4 Section 29, Township 19 South, Range 30 East, Seminole County, Florida, a Fifty Foot (50') Right of Way according to the Plat thereof recorded in Plat Book 8, Page 23, Public Records of, Seminole County, Florida.

BEING DESCRIBED AS FOLLOWS:

Commence at a 1" Iron Pipe (no identification), located at the Southwest corner Section 29, Township 19 South, Range 30 East, Seminole County, Florida; thence North $89^{\circ}58'04''$ East, along the South line of said Section 29, a distance of 1379.55 feet to a point on the Centerline of Survey of State Road 400 (Interstate 4), as shown on the Florida Department of Transportation Right of Way Map, F.P. No. 407573-1, Section 77160, on file at the Florida Department of Transportation District Five Office, Surveying and Mapping Section, Deland, Florida; thence North $24^{\circ}03'43''$ East along said Centerline of Survey, a distance of 1522.82 feet to a Point of Intersection of said Centerline of Survey at Station 2850+62.33 as shown on said Right of Way Map; thence North $24^{\circ}03'07''$ East along said Centerline of Survey, a distance of 826.39 feet to the intersection with the North line of the South 5/8 of the Northeast 1/4 of the Southwest 1/4 of Section 29, Township 19 South, Range 30 East, as shown on said Right of Way Map; thence departing said Centerline of Survey South $89^{\circ}56'01''$ West along said North line of the South 5/8 of the Northeast 1/4 of the Southwest 1/4 of said Section 29, a distance of 164.35 feet, to the existing Westerly Limited Access Right of Way line of State Road 400 (Interstate 4) as shown on said Right of Way Map for the POINT OF BEGINNING; thence departing said North line of the South 5/8 of the Northeast 1/4 of the Southwest 1/4 of said Section 29, South $24^{\circ}03'07''$ West along said Westerly Limited Access Right of Way line, a distance of 21.91 feet to a point on the South Right of Way line of Woodruff Springs Road according to the Plat thereof recorded in Plat Book 8, Page 23, Public Records of, Seminole County, Florida, said South Right of Way line also being the North line of the lands described in Official Records Book 1983, Page 118, Public Records of, Seminole County, Florida; thence departing said Limited Access Right of Way line South $89^{\circ}56'01''$ West along said South Right of Way line of Woodruff Springs Road said South Right of Way line being parallel with and 20 feet Southerly of, as measured at right angles to said North line of the South 5/8 of the Northeast 1/4 of the Southwest 1/4 of said Section 29, a distance of 112.52 feet; thence departing said existing South right of way line, North $26^{\circ}20'04''$ East, a distance of 39.08 feet; thence North $89^{\circ}56'01''$ East, along a line being parallel with and 15 feet Northerly of, as measured at right angles to the aforesaid North line of the South 5/8 of the Northeast 1/4 of the Southwest 1/4 of said Section 29, a distance of 68.97 feet to a point, said point also being the beginning of a non-tangent curve concave Westerly

having a radius of 7629.19 feet, a chord bearing of North 25°52'42" East, a chord distance of 16.68 feet; thence Northeasterly along the arc of said curve from a tangent bearing of South 25°56'28" West, through a central angle of 00°07'31" a distance of 16.68 feet, to a point on the existing North Right of Way line of aforesaid Woodruff Springs Road; thence departing said curve North 89°56'01" East along said existing North Right of Way line, said North Right of Way line being parallel with and 30.00 feet Northerly of, as measured at right angles to the North line of the South 5/8 of the Northeast 1/4 of the Southwest 1/4 of said Section 29, a distance of 41.26 feet to a point on the aforesaid existing Westerly Limited Access Right-of-Way line of State Road 400 (Interstate 4) as shown on aforesaid Right of Way Maps, thence South 24°03'07" West along said Limited Access Right of Way line, a distance of 32.87 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view between the grantor's remaining property and any facility constructed on the above described property.

Containing 4531 square feet, more or less.

This legal description prepared by:

David O. Phillips, P.S.M. No. 6444
PBS&J
726 South Woodland Boulevard
DeLand, Florida 32720
(386)736-7275

Date: April 19, 2007

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution authorizing the Chairman to execute a County Deed Conveying County-Owned Property Necessary to Construct or Improve State Road No.400 (Interstate 4) (FDOT Parcel No. 103)

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Warren Lewis

EXT: 5658

MOTION/RECOMMENDATION:

Adopt Resolution and authorize the Chairman to execute a County Deed conveying property (FDOT Parcel No. 103) necessary to construct or improve State Road No. 400 (Interstate 4) to the Florida Department of Transportation (FDOT).

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

It is necessary that certain land now owned by Seminole County be acquired by the Florida Department of Transportation (FDOT Parcel No. 103) to construct or improve State Road No. 400 (Interstate 4). FDOT has requested that Seminole County execute and deliver a County Deed conveying all rights, title and interest that the County has in and to said lands for transportation purposes.

STAFF RECOMMENDATION:

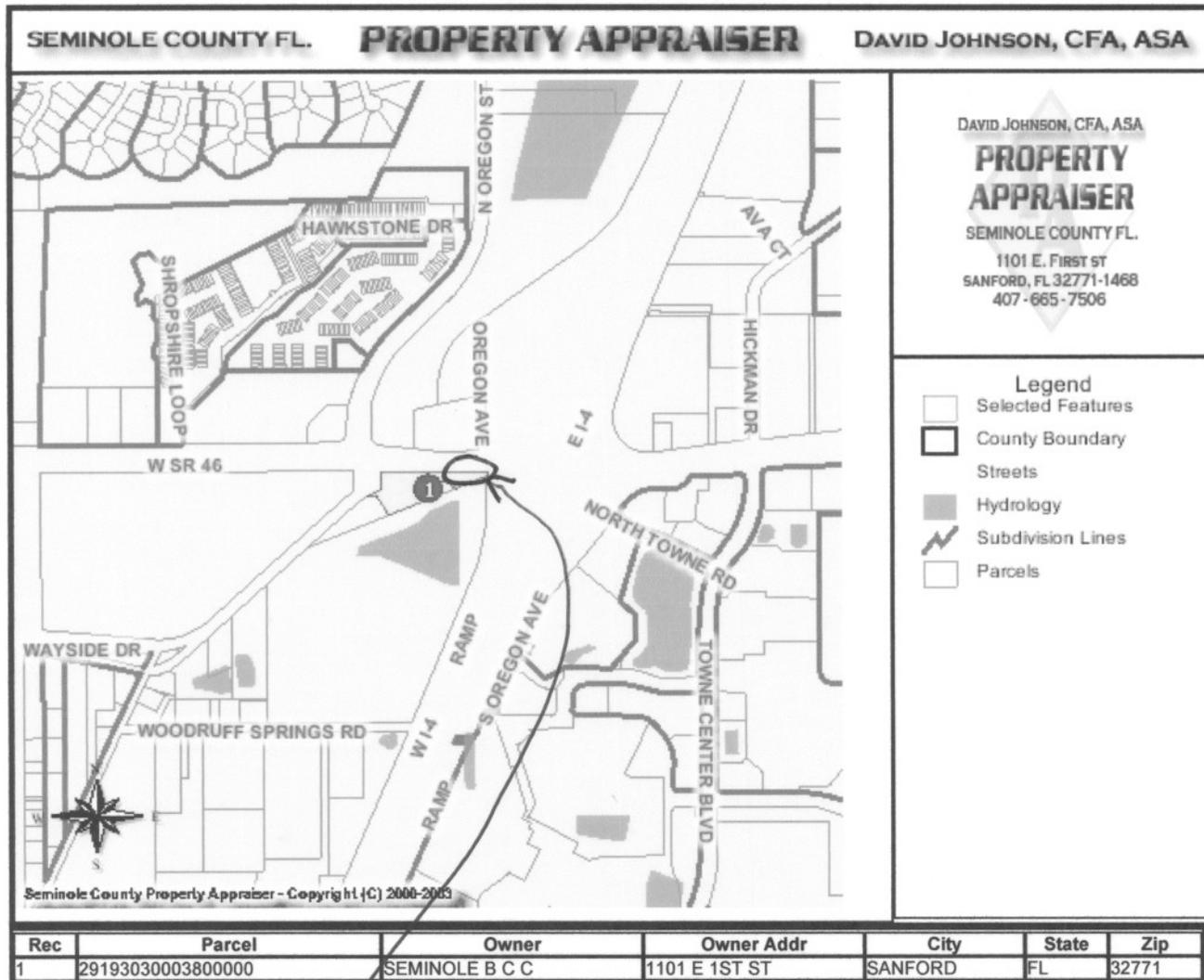
Staff recommends the Board adopt the Resolution and authorize the Chairman to execute a County Deed conveying property (FDOT Parcel No. 103) necessary to construct or improve State Road No. 400 (Interstate 4) to the Florida Department of Transportation (FDOT).

ATTACHMENTS:

1. Location Map
2. Resolution
3. County Deed-I-4-FDOT-Parcel 103

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)</p>
--

Location Map



Subject parcel

RESOLUTION NO. 2007-R- _____

RESOLUTION

**THE FOLLOWING RESOLUTION WAS ADOPTED AT THE
REGULAR MEETING OF THE BOARD OF COUNTY
COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, ON
THE _____ DAY OF _____, 2007.**

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 400 (I-4), Section No. 77160, F.P. No. 407573-1 in Seminole County, Florida; and

WHEREAS, it is necessary that certain land now owned by Seminole County be acquired by the State of Florida Department of Transportation; and

WHEREAS, the necessary lands are identified by the Florida Department of Transportation as Parcel Number 103; and

WHEREAS, said property is not needed for county purposes; 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 County Deed in favor of the State of Florida Department of Transportation, conveying all rights, title and interest 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 County Deed is for transportation purposes which are in the public or community interest and for public welfare; and the land needed for transportation purposes is not needed for county purposes; that the deed in favor of the State of Florida Department of Transportation conveying all right, title and interests of Seminole County in and to said land identified as Parcel Number 103 has been drawn and executed by this Board of County Commissioners.

ADOPTED THIS _____ DAY OF _____, 2007.

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY**

ATTEST:

Brenda Carey, 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
11-02-2007

COUNTY DEED

Parcel No. 103
Section 77160
State Road 400 (I-4)
County of Seminole, Florida

THIS DEED is made this _____ day of _____ 2007 by **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida, 32771, hereinafter referred to as the **GRANTOR**, and the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, whose address is 719 South Woodland Boulevard, Deland, Florida, 32720, hereinafter referred to as the **GRANTEE** or F.D.O.T.

WITNESSETH:

THAT GRANTOR, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) in hand paid by the **GRANTEE**, the receipt whereof is hereby acknowledged, does hereby grant, bargain, and sell to **GRANTEE**, its heirs and assigns forever, the following described land lying and being in the County of Seminole, State of Florida, to-wit:

See Legal Description attached hereto as Exhibit "A"

GRANTOR, in accordance with Section 270.11, Florida Statutes, releases its interest in, and title in and to all the phosphate, minerals and metals that are or may be in, on, or under the above described land and all the petroleum that is or may be in, on, or under the above described land with the privilege to mine and develop the same, the **GRANTEE** having petitioned for said release. The reason justifying such release is that **GRANTEE** is an agency of the State of Florida, which state therefore loses no rights by such release.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same together with the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatever of the said grantor, either in law or equity, to the said grantee forever.

PROVIDED that the following rights are reserved to Grantor:

1. The Grantor shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate road and utility facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the F.D.O.T. fail to approve any new construction or relocation of facilities by the Grantor or require the Grantor to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to, the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.

3. The Grantor shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.

4. The Grantor agrees to repair any damage caused by the Grantor to F.D.O.T.'s facilities and to indemnify to the extent permitted under Florida Law the F.D.O.T. against any loss or damage resulting from the Grantor exercising its rights outlined in Paragraphs 1 and 3 above.

IN WITNESS WHEREOF, the GRANTOR has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Brenda Carey, Chairman

Date: _____

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

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

County Attorney

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Revenue Agreement Between the Seminole County Board of County Commissioners and the St. Johns River Water Management District for the Watershed Action Volunteer Program Coordinator

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Kim Ornberg

EXT: 5738

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Revenue Agreement between Seminole County and the St. Johns River Water Management District for the Seminole County Watershed Action Volunteer (WAV) Program Coordination.

County-wide

Kim Ornberg

BACKGROUND:

The Watershed Action Volunteer (WAV) Program was initiated in Seminole County in January 1999, and is a cooperatively funded partnership between the County and the St. Johns River Water Management District (SJRWMD). WAV is a citizen involvement and education program. The program includes, but is not limited to, a Citizen's Water Monitoring Program, a Training Program for Volunteer Educators (promoting and conducting public education via schools, civic groups, church groups, etc.) and helping to coordinate many special events.

Currently, there are 65 active Watershed Action Volunteers. The Outreach Program has addressed over 10,000 adults and children about Watershed Education. The total volunteer outreach hours in WAV-related activities exceeded 16,000 hours for last fiscal year.

The SJRWMD Agreement including Seminole County's payment towards this program is approved annually. The proposed payment for FY 2007/08 is \$40,000, which is provided for in the current Seminole County Water Quality Program annual budget (077430.530340).

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Revenue Agreement between Seminole County and the St. Johns River Water Management District for the Seminole County Watershed Action Volunteer (WAV) Program Coordination.

ATTACHMENTS:

1. Agreement
2. Attachment 1 - WAV Coordinator Inventory Checklist

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> Budget Review (Fredrik Coulter, Lisa Spriggs)</p> <p><input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)</p>

**REVENUE AGREEMENT BETWEEN
SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS AND
THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
FOR THE WATERSHED ACTION VOLUNTEER PROGRAM COORDINATOR**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (“the District”), whose address is: 4049 Reid Street, Palatka, Florida 32177, and SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS (“the County”), whose address is 520 West Lake Mary Boulevard, #200, Sanford, Florida 32773.

WITNESSETH THAT:

WHEREAS, the District is a special taxing district created by the Florida Legislature and given those powers and responsibilities enumerated in chapter 373, Fla. Stat., whose geographical boundaries encompass 18 counties; and

WHEREAS, it is in the interest of both parties to cooperate in the Watershed Action Volunteer Program (“the WAV Program”), the purpose of which is to utilize citizen volunteers to engage in educational and other projects that benefit the water resources of the County and the State of Florida,

WHEREAS, the County is a charter county and political subdivision of the State of Florida, and,

WHEREAS, the parties desire to establish a written understanding in relation to their contributions to the WAV Program in Seminole County and

NOW, THEREFORE, in consideration of the above premises, which are hereby made a part of this Agreement, and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows.

ARTICLE I - TERM

- A. **Term.** The term of this Agreement shall be from the Effective Date to the Completion Date.
1. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last party to this Agreement has dated and executed the same; provided, however, that in the event a date other than the aforesaid is set forth below in this section, that date shall be the Effective Date.

In lieu of the aforesaid Effective Date, the Effective Date of this Agreement shall be October 1, 2007.
 2. **Completion Date.** The Completion Date of this Agreement shall be no later than September 30, 2008, unless extended by mutual written agreement of the parties. All Work under this Agreement shall be completed for use no later than the Completion Date.
 3. **Renewal Option.** The Agreement may be renewed for two (2) additional twelve (12) month terms by the mutual and written consent of each party.

- B. **Time is of the Essence.** Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed for the completion of the Work, the new time limit shall also be of the essence.

ARTICLE II - STATEMENT OF WORK

All Work shall be performed in accordance with Exhibit "A" –Statement of Work, entitled, "Watershed Action Volunteer (WAV) Program Coordinator," attached hereto and by reference made a part of this Agreement ("the Work"). This Agreement consists of the following items, including all modifications thereof incorporated before its execution: Agreement; Exhibit "A" –Statement of Work; and all attachments hereto. All attachments are part of this Agreement as fully and with the same effect as if they had been set forth herein verbatim. The parties may at any time by written amendment, within the general scope of this Agreement, change the Work to be provided hereunder. Neither party shall unreasonably withhold its consent to any such amendment.

ARTICLE III - FUNDING

- A. **County Contribution.** For satisfactory performance of the Work, the County shall pay the District, on a lump sum basis, a sum not to exceed \$40,000 for Fiscal Year 2007 – 2008.
- B. **District Contribution.** The District shall provide \$15,000 in matching funds and in-kind services.
- C. **Additional Costs.** In the event project costs exceed the aforementioned amount, the parties shall meet and mutually agree to the amount and distribution of the additional funding needed to successfully complete the Work.
- D. **Invoicing Procedure.** The District shall submit an invoice for payment as per Exhibit "A," in the amount of \$40,000 within thirty (30) days of execution of the Agreement. The invoice shall reference Contract Number 24712 and shall be submitted to: Seminole County Board of County Commissioners, 520 West Lake Mary Boulevard, #200, Sanford, Florida 32773. The County shall pay the District one hundred percent (100%) of the invoice pursuant to chapter 218, Fla. Stat., as amended.
- E. **Funding Contingency.** Renewals of this agreement are at all times contingent upon availability of funding in future years (Fiscal Year 2008 – 2009 and 2009 - 2010), which may include a single source or multiple sources, including, but not limited to: (1) budgetary appropriation by the District's Governing Board; (2) budgetary appropriation by the County. Should the Work not be approved for funding in succeeding years, the party not approving the Work shall so notify the other party, and the agreement shall be deemed terminated within five (5) days of the receipt of such notice or within such additional time as the notifying party may allow.

ARTICLE IV - LIABILITY AND INSURANCE

- A. Each party to this Agreement is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers and employees, acting within the scope of employment. In addition, each party is subject to the provisions of section 768.28, Fla. Stat., as amended. Neither this provision nor any other provision of this Agreement shall be construed as a waiver of sovereign immunity by either party.

- B. Each party shall also acquire and maintain throughout the term of this Agreement such general liability, automobile insurance, and workers' compensation insurance as required by their current rules and regulations.

ARTICLE V - PROJECT MANAGEMENT

- A. For the purpose of coordinating and managing the Work, the parties designate the following persons as Project Manager:

<u>PARTY</u>	<u>NAME / ADDRESS / PHONE</u>
<u>District:</u>	Toni Lang, WAV Coordinator St. Johns River Water Management District 4049 Reid Street Palatka, Florida 32177 Phone: (386) 329-4345 Email: tlang@sjrwmd.com
<u>County:</u>	Marie Lackey, Project Manager Seminole County Board of County Commissioners 520 West Lake Mary Boulevard, #200 Sanford, Florida 32773 Phone: (407) 665-5724 Email: mlackey@seminolecountyfl.com

- B. Either party to this Agreement may change its project manager and provide notice of the change to the other at any time.
- C. The parties' project managers shall be responsible for overseeing all matters arising in connection with performance of this Agreement. All such matters shall be directed to the attention of the project managers. The project managers shall have sole and complete responsibility to transmit instructions, receive information, interpret and communicate the parties' policies and decisions with respect to all matters pertinent to the Work.
- D. The parties' project managers and/or, as appropriate, other employees, shall meet when necessary to provide decisions regarding the Work, as well as to review and comment on interim reports. The project managers shall meet as needed for coordination and review of the work by third-party contractors. No actions outside the Statement of Work shall be initiated by any party without prior written authorization of the other party's project manager; provided, however, that in emergency situations requiring action within less than 24 hours, authorization may be granted verbally by the other party's project manager and followed up in writing within 72 hours. The authority of the District's project manager is limited to approving minor deviations in the Work that do not affect the total funding or the time of final completion of the Work.
- E. **Office Facilities.** The County shall provide office space for the WAV Coordinator.
- F. **Reports.** The County WAV Coordinator shall submit quarterly reports to the County and the District's project managers in a form agreed to by both project managers. All written deliverables (reports, papers, analyses, etc.) shall be submitted in machine-readable form in formats consistent with the County and the District's standard software products, which include the Microsoft® Office Suite (Word, Excel, Access, and Powerpoint). Other formats may be accepted if mutually agreed upon by the County and the District. The parties shall review and comment upon all

deliverables associated with this Agreement. The District shall not unreasonably withhold the incorporation of the County's comments in its supervision of the County WAV Coordinator.

- G. At completion of the Work both parties' project managers will acknowledge in writing that the work is complete and that all deliverables are accepted.

ARTICLE VI - MISCELLANEOUS PROVISIONS

- A. **Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- B. **Audit: Access to Records.** The parties agree that each party, or its duly authorized representatives shall, until the expiration of three years after expenditure of funds hereunder, have access to examine any of the other party's books, documents, papers, and other records involving transactions related to this Agreement. The parties shall preserve all such records for a period of not less than three years. Payment(s) made hereunder shall be reduced for amounts charged that are found on the basis of audit examination not to constitute allowable costs. The parties shall refund any such reduction of payments. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. The parties will provide proper facilities for access to and inspection of all required records.
- C. **Civil Rights.** Pursuant to chapter 760, Fla. Stat., the parties shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
- D. **Construction of Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both parties, have contributed substantially and materially to the preparation hereof.
- E. **Dispute Resolution.** The parties have the mutual obligation to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of this Agreement. The project managers will diligently seek to resolve all matters of dispute. In the event any such disputes cannot be resolved by the project managers, each party will defer resolution to its respective department director for resolution.
- F. **Entire Agreement.** This Agreement, upon execution by the County and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. The County agrees that no representations have been made by the District to induce the County to enter into this Agreement other than as expressly stated herein. This Agreement cannot be changed orally or by any means other than written amendments referencing this Agreement and signed by all parties.
- G. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the state of Florida.
- H. **Interest of the Parties.** The parties certify that no officer, agent, or employee of the parties has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of the other party to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.

- I. **Non Lobbying.** Pursuant to section 216.347, Fla. Stat., as amended, the parties hereby agree that monies received pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state agency.
- J. **Ownership of Documents.** Ownership and copyright to all source documents, reports and accompanying data (in all formats) produced pursuant to this Agreement shall be vested in both parties. In the event either party subcontracts any of the Work, language shall be included in all subcontracts which clearly indicates that ownership and copyright to all such materials shall remain with the County and the District. The original documents or materials, excluding proprietary materials, shall be provided to the County and the District upon the expiration or termination of the Agreement, as outlined in the Statement of Work, or upon request of the County or the District, as appropriate.
- K. **Release of Information.** Records of the parties that are made or received in the course of performance of the Work may be public records that are subject to the requirements of chapter 119, Fla. Stat. In the event a party receives a request for any such records, the receiving party shall notify the other party's project manager within three workdays of receipt of such request. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
- L. **Separate Counterparts.** This Agreement may be executed in separate counterparts, which shall not affect its validity.
- M. **Subcontracting.** Each party shall remain responsible for the fulfillment of all work elements included in its subcontracts and shall be responsible for the payment of all monies due thereunder. Nothing in this Agreement shall create any contractual relationship between any subcontractor and the other party to this Agreement.
- N. **Termination.** This Agreement may be terminated in whole or in part in writing by either party provided that the other party is given: (1) not less than thirty calendar days written notice, delivered by certified mail, return receipt requested, of intent to terminate, and (2) an opportunity for consultation prior to termination. Upon termination, both parties shall enter negotiations to determine an equitable settlement for payment of all appropriate services, materials, and costs.
- O. **Venue.** In the event of any legal proceedings arising from or related to this Agreement, venue for such proceedings shall be in Orange County, Florida.
- P. **Waiver of Right to Jury Trial.** In the event of any civil proceedings arising from or related to this Agreement, the parties hereby agree to trial by the court and waive the right to seek a jury trial in such proceedings.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed in its name by its Executive Director and the County has caused this Agreement to be executed in its name by its duly authorized representatives, all on the day and year first above written.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

SEMINOLE COUNTY, BOARD OF COUNTY
COMMISSIONERS

By: _____
Kirby B. Green III, Executive Director, or Designee

By: _____
Brenda Carey, Chairman

Date: _____

Date: _____

Attest:

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

County Attorney Office

Documents Attached:

Exhibit A — Statement of Work

Attachment 1 — Sample of the Seminole County Watershed Action Volunteer Program
Coordinator Inventory Checklist

**EXHIBIT A – STATEMENT OF WORK
SEMINOLE COUNTY WATERSHED ACTION VOLUNTEER
PROGRAM COORDINATOR**

I. Introduction

The Watershed Action Volunteer (WAV) Program was initiated in 1994 by the St. Johns River Water Management District (District) in an effort to involve the public in various aspects of water resource management in northeast Florida. Through this program, county WAV coordinators provide educational opportunities for volunteers and the public.

WAV now includes programs in 14 of the 18 counties of the District. These programs are supported by cost-share agreements with local governments and other partners. County WAV coordinators, with guidance and support from the District and its partners, implement the program. Coordinators enlist volunteers to assist with education programs for school and adult groups and provide training for volunteers and local government staff to support projects and the needs of county partners.

The Seminole County WAV Program has one county cost-share partner: the Seminole County Public Works Department, Roads-Stormwater Division, which is contributing \$40,000 to the program for fiscal year (FY) 2007–2008. The District provides \$15,000 in matching funds for the program and administers the contract with the Seminole County WAV Coordinator. A sum of \$55,000 is available for a contractual agreement with the Seminole County WAV Coordinator for FY 2007–2008.

Seminole County covers 308 square miles and is a highly urbanized county, with a 2006 population estimated at 420,667. The U.S. Census Bureau classifies most of the county as part of the Orlando–Kissimmee Metropolitan Statistical Area. The county’s growth rate from 2000 to 2006 was 15%, or equal to the statewide average.

II. Objectives

The coordinator will administer the WAV Program in Seminole County from October 1, 2007, through September 30, 2008. The coordinator will work with the District WAV Program coordinator, the District Education staff and contractors, District program and project managers, and county staff to implement the Seminole County WAV Program.

III. Scope

The District will contract with an individual or company to serve as the Seminole County WAV Coordinator. All partners will reach an agreement about the individual or company to become the Seminole County WAV Coordinator. If the Seminole County WAV Coordinator resigns during the fiscal year, the partners will split the costs to advertise for a new coordinator.

The Seminole County WAV Coordinator procured by the District will be responsible to implement the WAV Program in Seminole County and will provide the District and the County with a work plan, monthly activity reports, and a final summary report at the end of the contract period that includes plans for continuing the program. Specific tasks and deliverables covered by this agreement between the District and Seminole County are presented below.

IV. Task Identification

The coordinator will perform the following tasks:

General

1. Assist the District and its partners in meeting the goals and objectives of the WAV Program.
2. Help identify and work with appropriate staff from Seminole County Public Works Department, Roads-Stormwater Division, and the District (production, education, outreach, intergovernmental) to

establish partnerships with the business community, local governments, environmental agencies, civic and environmental organizations, and others.

3. Coordinate WAV office activities in Seminole County and maintain an office presence for the program through personal participation or supervised volunteers. The office is located at the Seminole County Public Works Department, Roads-Stormwater Division.

Administration and Reporting

4. Maintain a WAV Seminole e-mail account and provide all reports via e-mail using Microsoft Word (Windows 98 or later version) and eCoordinator or other provided database program.
5. The Seminole County WAV Coordinator will implement the WAV Program in Seminole County and will provide the District and Seminole County with the following:
 - Annual work plan that highlights efforts to enhance existing programs and new project opportunities
 - Monthly invoice and activity report that includes
 - Program highlights
 - List of presentations and special events, including the number of all contacts, minority contacts, locations, descriptions, volunteer participation, and dates
 - Hours worked by each individual, input into the online database (eCoordinator or other provided database) by noon on the first Wednesday of the following month
 - All outreach opportunities, including media outreach events, articles, published meeting announcements, radio broadcasts, and TV appearances
 - Copies of any news releases and/or local newspaper articles mentioning the WAV Program
 - List of training sessions conducted or scheduled and number of volunteers who participated
 - List of intergovernmental contacts and topics discussed
 - Upcoming activities
 - Meetings attended and the purpose of the meetings
 - List of volunteer contact activity, through e-mail, newsletters or other methods
 - Final report at the end of the contract period that summarizes county WAV activities for the previous year, with an outline of future activities and opportunities
6. Customize and use eCoordinator or other provided database for monthly hours reporting, recruiting volunteers, updating volunteer profiles, listing opportunities, and tracking volunteer hours and activities in Seminole County.
 - Record volunteer information, including
 - Service hours for individuals and groups participating in WAV activities
 - Contact information, including e-mail (if available), addresses, phone numbers, and areas of interest
 - Training received, including orientation and safety
 - Status of all volunteer applications and documents
 - Update volunteer opportunities to assist in recruiting new volunteers and informing existing volunteers about upcoming programs and events, including
 - Types of opportunities or activities needed
 - Number of volunteers needed
 - Dates and locations
 - Update local program partner contact list of key governmental staff, organizations and community leaders, including
 - Names
 - Phone numbers

- E-mail addresses
 - Mailing addresses
7. Document receipt of District equipment listed in Attachment 1 and transfer of District equipment to/from, District staff or other contractors by signing equipment inventory forms provided by the District.
 8. Attend WAV quarterly meetings unless excused by the District WAV coordinator or her supervisor, and attend the annual partner's meeting and other required training. Provide a presentation highlighting county WAV activities at the annual WAV partner's meeting, and submit updated work plan for FY 2007–2008.
 9. Submit suggestions for articles and program updates to be included in the District's publications and other approved publications and on the District's Web site. Provide suggestions for press releases a minimum of two weeks in advance.
 10. Initiate monthly contact with intergovernmental coordinators to discuss WAV Program and county issues. Document contacts and topics discussed in monthly activity report.

Volunteers and Training

11. Maintain regular contact and communication with all volunteers through a variety of methods that may include meetings, newsletters, presentations, and organized events.
12. Recruit volunteers and conduct WAV orientation and safety training for all volunteers prior to their participation in the WAV Program. Conduct a minimum of three recruitment, orientation, training or networking meetings or events.
13. Coordinate volunteer involvement in presentations, programs, and special events, as appropriate. Special events or any significant changes to this Statement of Work will require the agreement of all parties and will initiate the need to amend the contractor's Statement of Work by the District.
14. Coordinate training sessions for volunteers to provide volunteers with the skills and information needed to participate in WAV activities and, when needed, conduct the training sessions.
15. Become trained and train volunteers in water quality monitoring techniques and quality assurance procedures.
16. Continue the water quality monitoring program in Seminole County.

Projects and Activities

17. Initiate water resource education projects or activities with assistance from the District's education contractors or staff.
18. Provide water conservation information at special events and through presentations throughout Seminole County.
19. Provide volunteer support for waterway cleanup efforts sponsored by Seminole County.
20. Assist local government and District staff with development and implementation of "hands-on" projects and activities that support the water resource protection goals of the county, the District, and the WAV Program.

County-Specific Activities

The following projects and programs will be implemented in Seminole County to satisfy the requests and specific needs identified by county partners.

21. Continue to assist the County with expansion of the Adopt-A-River program.
22. Promote the use of the Seminole County Watershed Atlas in county schools and throughout the community.

23. Provide a quarterly Seminole County WAV newsletter and monthly e-mail notifications to volunteers. Submit draft copies to the District and Seminole County for review and editorial approval at least two weeks prior to the distribution date.

V. Deliverables

For the purposes of this contract, all due dates will be the last day of each month unless otherwise stated.

TASK	DESCRIPTION	DUE DATE
21	Continue to assist the County with expansion of Adopt-a-River	Upon request
15, 16	Coordinate water quality monitoring training or quality assurance session(s) as needed	Upon request
8	Attend WAV quarterly meetings	As scheduled
5, 6, 9, 10, 11, 13, 14	Submit monthly invoices and report	Monthly — first Wednesday of the following month
6	Update eCoordinator files or other provided database	Monthly — first Wednesday of the following month
5	List intergovernmental contacts and topics discussed	Monthly
8	Submit updated work plan	October
7	Document receipt or transfer of District equipment	October (and as needed)
8	Submit draft presentation for annual WAV partner's meeting	November 1
8	Attend annual WAV partners meeting	December 4
5	Submit annual summary report	September
12	Conduct a minimum of three volunteer recruitment, orientation, training or networking meetings or events	September
21	Assist with Adopt-A-River program for Seminole County and coordinate activities	September
16	Continue the water quality monitoring program in Seminole County	September
22	Promote use of the Seminole County Watershed Atlas in county schools and throughout the community	September
23	Provide a quarterly Seminole County WAV newsletter and send out monthly e-mail notifications	October/January/ May/September

VI. Budget

Seminole County will provide revenue in an amount of \$40,000 to support coordination of the Seminole County WAV Program for the period October 1, 2007, through September 30, 2008. The District will invoice Seminole County for the full amount (\$40,000) within thirty (30) days of execution of the contract.

The District will provide a \$15,000 match as well as in-kind services for program implementation and administration. As a result, a not-to-exceed amount of \$55,000 will be available to the District to contract with a WAV coordinator for Seminole County under a separate contract for services to accomplish the work described this Statement of Work.

**ATTACHMENT 1
 SAMPLE OF THE SEMINOLE COUNTY WATERSHED ACTION VOLUNTEER
 (WAV) COORDINATOR
 INVENTORY CHECKLIST**

<u>Quantity</u>	<u>Description</u>
1	Display board
1 set	WAV display panels
1 set	Grass/turf display panels
1 set	Waterwise display panels
1	River Trash activity box
1	#16 EnviroScape Model (Fixed Asset #16806)
1	#4 Aquifer Model

PROTECTION OF DISTRICT EQUIPMENT. Contractor shall be solely responsible for all District-owned equipment in its possession. Contractor shall repair, replace, or restore any damage or loss to any District equipment utilized by Contractor in performance of this agreement at its expense and to the District's satisfaction, and shall return any such equipment to the District in good working order, with the exception of normal wear and tear, upon expiration or termination of this agreement. An inventory of any such equipment is attached hereto as Attachment 1.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Revenue Agreement Between the University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program

DEPARTMENT: Public Works

DIVISION: Roads-Stormwater

AUTHORIZED BY: Gary Johnson

CONTACT: Kim Ornberg

EXT: 5738

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Revenue Agreement between the University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program.

County-wide

Kim Ornberg

BACKGROUND:

Florida Yards & Neighborhood (FYN) Program was originally initiated in October 2006. Under the Lake Management Program, targeted stormwater education has begun to be implemented for residents and businesses within each affected watershed as a component of regulatory compliance, and will continue to be accomplished through a cooperative agreement with the Florida Department of Environmental Protection (FDEP)-endorsed Florida Yards & Neighborhood (FYN) Program. This program will continue to advance the pollution reduction goals required by the FDEP TMDL (Total Maximum Daily Loads) Program by helping to eliminate the County's most problematic surface water pollution at the source. The University of Florida Agreement including Seminole County's payment towards this program is approved annually. The proposed payment for FY07/08 is \$40,000, which is provided for in the current Seminole County Lake Management Program annual budget (077450.530340).

The FYN Program was developed by the University of Florida to address serious problems of pollution and disappearing habitats by enlisting homeowners in the effort to preserve the natural environment. This program provides special educational and outreach activities directed at the community to help residents reduce pollution and enhance their environment by improving home and landscape management. This integrated approach to landscaping emphasizes nine (9) inter-related principles, such as: right plant, right place, water efficiently, fertilize appropriately, mulch correctly, attract wildlife, manage yard pests responsibly, recycling, reduce stormwater runoff, and protect the waterfront.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute a Revenue Agreement between the University of Florida and Seminole County for the Seminole County Florida Yards and Neighborhood Program.

ATTACHMENTS:

1. Scope of Work - Florida Yards & Neighborhoods Program
2. Agreement

Additionally Reviewed By:

Budget Review (Fredrik Coulter, Lisa Spriggs)

County Attorney Review (Matthew Minter)



SCOPE OF WORK
FLORIDA YARDS & NEIGHBORHOODS
PROGRAM COORDINATION
October 1, 2007 – September 30, 2008

Introduction

The Florida Yards & Neighborhoods (FYN) Program began as a partnership of the University of Florida/Institute of Food and Agricultural Sciences (UF/IFAS), Cooperative Extension Service, Florida's Water Management Districts, the Florida Department of Environmental Protection (FDEP), the National Estuary Program, the Florida Sea Grant College Program, along with municipality and county utilities, numerous other non-governmental agencies, members of private industry, and concerned citizens. FYN addresses the serious problems of pollution, water shortages and disappearing habitats by enlisting Floridians in the battle to save our natural resources. The program, which is implemented through the counties' UF/IFAS Cooperative Extension Service offices, provides environmental education and outreach activities in the community to help residents reduce stormwater runoff conserve water and enhance their community by improving home and landscape management. This integrated approach to landscaping emphasizes nine interrelated principles:

1. Right plant, right place
2. Water efficiently
3. Fertilize appropriately
4. Mulch correctly
5. Attract wildlife
6. Manage yard pests responsibly
7. Recycling
8. Reduce stormwater runoff
9. Protect the waterfront

FYN is a University of Florida/IFAS educational program and not a regulatory agency; however, the FDEP, the U.S. Environmental Protection Agency (EPA), the U.S. Department of Agriculture (USDA) and local governments strongly support the program.

Objectives

The FYN coordinator will administer the FYN Program in Seminole County from October 1, 2007, through September 30, 2008. The FYN coordinator will work with the Seminole County Public Works Department Roads-Stormwater Division to implement the FYN environmental education program within the following targeted watersheds. These watersheds are the following:

- Lake Jesup
- Lake Howell
- Spring Lake
- Big Wekiva
- Little Wekiva
- Crystal Chain of Lakes (Lake Mary)-Lake Monroe Watershed-Specifically Lake Deforest

The FYN Program in Seminole County will be an integrated Program Management between the University of Florida, Seminole County Extension Office and FYN Coordinator for Seminole County.

Scope of Work

The FYN Coordinator will implement the FYN Program in Seminole County and will provide the Seminole County Roads-Stormwater Division, with a work plan, monthly reports, and a final summary report at the end of the contract period that includes plans for continuing the program to Marie Lackey at mlackey@seminolecountyfl.gov or Marie Lackey, Seminole County Roads-Stormwater Division, 520 West Lake Mary Blvd., Suite 200, Sanford, FL 32773. Specific tasks and deliverables covered by this agreement between Seminole County Roads-Stormwater Division are presented below.

Task Identification

The coordinator will perform the following tasks:

1. Coordinate FYN office activities in Seminole County and maintain an office presence for the program through personal participation. The office is located at the Seminole County Extension office.
2. FYN Coordinator will handle standard office duties, keeping contact records, maintain database of participants in FYN workshops, and establish a FYN website, conduct mail-outs and compile survey responses. Help with FYN presentations, coordinate events, publicity, reports, and invoices.
3. Assist Seminole County in meeting the goals and objectives of their National Pollutant Discharge Elimination System Permit (NPDES)
4. Help identify and work with appropriate Seminole County Roads-Stormwater Division, to establish partnerships with the business community, local governments, environmental agencies, civic and environmental organizations, and others.
5. Attend FYN annual meetings and other required training. Provide oral reports of highlights of county FYN activities at quarterly meetings.
6. Submit an annual work plan that highlights efforts to enhance existing programs and new project opportunities to Marie Lackey at mlackey@seminolecountyfl.gov or Marie Lackey, Seminole County Roads-Stormwater Division, 520 West Lake Mary Blvd., Suite 200, Sanford, FL 32773.
7. Submit monthly progress reports, with success stories and challenges encountered which include program highlights and activity report by the fifth working day of the following

month to Marie Lackey at mlackey@seminolecountyfl.gov or Marie Lackey, Seminole County Roads-Stormwater Division, 520 West Lake Mary Blvd., Suite 200, Sanford, FL 32773.

8. Submit a summary report at the end of the fiscal year (September 30, 2008) that includes a final program assessment for all phases of the FYN Program and an outline of future activities and opportunities for the next budget year to Marie Lackey at mlackey@seminolecountyfl.gov or Marie Lackey, Seminole County Roads-Stormwater Division, 520 West Lake Mary Blvd., Suite 200, Sanford, FL 32773.
9. Submit information upon request for articles and program updates to be included in the County's publications and other approved publications and on the County's Web site. Provide information for press releases a minimum of two weeks in advance.
10. Conduct as needed, a FYN landscape training sessions for CEU's (education, research updates, BMP's etc.) for commercial and Seminole County employees.
11. Coordinate and conduct, as needed, a FYN New Resident Landscaping Workshops within the targeted watersheds.
12. Conduct presentations at Homeowner Associations within the TMDL targeted watersheds.
13. Conduct, as needed, yearly pre and post surveys of workshop attendees to determine knowledge acquired.
14. Distribute FYN flyers and brochures at all FYN functions. Assistance with development and distribution of utility bill stuffers and mail-outs concerning stormwater management and pollution prevention once per year. Track and report quantity distributed.
15. FYN website links with links to Seminole County website. Reciprocal links to FYN's website <http://fyn.ifas.ufl.edu>.
16. Track and provide per event and year-end report on amount of attendance / participation and quantity of educational materials.
17. Provide all of the UF/IFAS FYN materials for FYN landscaping workshops, HOA meetings.
18. Work with stormwater education projects or activities, with assistance from Seminole County's Watershed Action Volunteer Coordinator or staff.
19. Work on implementing a plan for developing a Builder/Developer program on FYN standards for new community landscaping, landscape maintenance, pesticide/herbicide applicators and proper irrigation.

Deliverables. For the purposes of this contract, all due dates will be the 5th day of the following month unless otherwise stated.

Description	Due Date
Submit monthly progress Reports	October, November, December, January, February, March April, May, June, July, August & September
Submit an annual (end of fiscal year) summary report, with a projected work plan for FY 2008-20089	September

Budget -\$40,000.00 – October 1, 2007 – September 30, 2008

**REVENUE AGREEMENT BETWEEN
SEMINOLE COUNTY AND
THE UNIVERSITY OF FLORIDA BOARD OF TRUSTEES
FOR THE FLORIDA YARDS & NEIGHBORHOOD PROGRAM (FYN)**

THIS AGREEMENT effective this _____ day of _____, 2007 by and between the Seminole County Public Works Department, Roads-Stormwater Division, with offices located at 520 West Lake Mary Blvd., Suite 200, Sanford, FL 32773, (hereinafter referred to as "Sponsor") and the **UNIVERSITY OF FLORIDA BOARD OF TRUSTEES**, an educational institution of the State of Florida ("University").

WITNESSETH

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements and/or discoveries;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

- 1.1 "Project" shall mean the description of the project described in Appendix A (Scope of Services) hereof, under the direction of Barbara Hughes, as principal investigator (University project director).
- 1.2 "Contract Period" is October 1, 2007 through September 30th, 2008.
- 1.3 "University Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made by one or more employees of University in performance of Project.

Article 2 - Research Work

- 2.1 University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend Project by mutual written agreement.
- 2.2 In the event that the Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project.

Article 3 - Reports and Conferences

- 3.1 Written program reports shall be provided by University to Sponsor every month, and a final report shall be submitted by University within forty-five (45) days of the conclusion of the Contract Period, or early termination of this Agreement.
- 3.2 During the term of this Agreement, representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

Article 4 - Costs, Billings and Other Support

- 4.1 It is agreed to and understood by the parties hereto that, subject to Article 2, total costs to Sponsor hereunder shall be \$40,000.00. This will be broken down into the following budget:

DIRECT COST: \$40,000.00 (100%)

Lump Sum Payment shall be made by Sponsor at start of project once a valid invoice is received from the University.

Article 5 - Publicity

- 5.1 Sponsor will not use the name of University, nor of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of Sponsor.

Article 6 - Publications

- 6.1 Sponsor recognizes that under University policy, the results of University Project must be publishable and agrees that Researchers engaged in Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least three (3) months in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have three (3) months, after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable or copyrightable subject matter which needs protection. In the event that Sponsor makes such objection, said Researcher(s) shall refrain from making such publication or presentation for a maximum of three (3) months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign

patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

Article 7 - Term and Termination

- 7.1 This Agreement shall become effective upon the date first hereinabove written and shall continue in effect for the full duration of the Contract Period unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the parties reduce to writing and sign. Either party may terminate this agreement upon ninety (90) days prior written notice to the other.
- 7.2 In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at this option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.
- 7.3 Subject to Article 8, termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the Sponsor's rights and duties under Article 7 hereof, or release the parties hereto from their rights and obligations under Articles 4, 5, 6, 7, 8, and 10.
- 7.4 With the sole exception of termination of this agreement due to a default of performance on the part of the Sponsor, any termination of this agreement by either party prior to completion of the contract at the end of its full term shall entitle the Sponsor to a pro-rata refund of the contract amount specified in Article 4. The pro-ration shall be based on the fraction of time remaining in the contract term between the date that work ceases to be performed on the contract and September 30, 2008. The University shall further deliver to the Sponsor any deliverables that were prepared during the period before the work ceased which have not otherwise already been delivered to the Sponsor.

Article 8 - Independent Contractor

- 8.1 In the performance of all services hereunder:
- 8.1.1 University shall be deemed to be and shall be an independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of Sponsor;
- 8.1.2 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Article 9 - Insurance

- 9.1 University warrants and represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University, and University has no liability insurance policy as such that can extend protection to any other person.
- 9.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Article 10 - Governing Law

- 10.1 This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

Article 11 - Assignment

- 11.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.
- 11.2.1 This Agreement is assignable to any division of Sponsor, any majority stockholder of Sponsor, and/or any subsidiary of Sponsor in which 51 percent of the outstanding stock is owned by Sponsor.

Article 12 - Agreement Modification

- 12.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 13 - Notices

- 13.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor

Attn:

Marie Lackey
Public Works Department
Roads-Stormwater Division
Water Quality Section
520 West Lake Mary Blvd., Suite 200
Sanford, FL 32773
407-665-5766
407-665-5742 - Fax

If to University:

Sponsored Programs
University of Florida
G022 McCarty Hall-D
PO Box 110110
Gainesville, FL 32611-0110

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year above written.

UNIVERSITY OF FLORIDA

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

By: _____

Brenda Carey, Seminole County Chairman

Title: _____

Date: _____

Date: _____

Attest: _____

Maryann Morse, Clerk to the Board of County Commissioners of
Seminole County

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

County Attorney Office

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Flightline of Sanford, Inc.

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

An amended business damage claim has been filed by Flightline of Sanford, Inc. relating to Parcel Numbers 103/703 on the County Road 15 project. The owners of Parcel Numbers 103/703 are Winston and Camini Singh. Flightline of Sanford, Inc. operated a business on the site and has claimed \$297,655.00 in damages for the complete loss of the business, exclusive of statutory interest, attorney's fees, and cost reimbursements. Request authorization to make a counteroffer based on the report of the County's business damage expert up to the amount of the claim filed. Judge Simmons.

District 5 Brenda Carey

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board gives authorization to make a counteroffer based on the report of the County's business damage expert up to the amount of the claim filed.

ATTACHMENTS:

1. Flightline of Sanford, Inc.

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

Through: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

From: David G. Shields, Assistant County Attorney
Ext. 5736 *David G. Shields*

Concur: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering Division *Pam Hastings* 11-14-07

Date: November 15, 2007

Subject: Authorization to Respond to Business Damage Claim
County Road 15
Parcel Nos. 103/703
Property owners: Winston and Camini Singh
Business Tenant: Flightline of Sanford, Inc.
Seminole County v. Sobik's of Airport Blvd., Inc., et al
Case No. 2007-CA-826-13-K

This Memorandum requests authorization by the Board of County Commissioners ("BCC") to respond to the business damage claim of Flightline of Sanford, Inc.'s ("Flightline") on County Road 15. Flightline was a business tenant on Parcel Nos. 103/703 and conducted a hobby shop business on the site. The taking essentially wiped out the site's parking and Flightline cannot continue its business at this location. By statute, the County is required to accept or reject the claim or submit a counteroffer within 120 days after receipt of the claim. Flightline made its initial claim on April 13, 2007. Flightline made its amended business damage claim of \$297,655.00 exclusive of statutory interest, attorney's fees and costs reimbursement on October 22, 2007. By agreement between counsel, the County's response is due by January 18, 2008.

I PROPERTY

A. Location Data

The subject property is located at the east side of County Road 15 (Monroe Road) north of State Road 46 in a portion of unincorporated Seminole County. A location map is attached as Exhibit A and a parcel sketch as Exhibit B.

B. Street Address

The street address is 125 Monroe Road, Sanford, FL.

C. Description

The parent tract consists of 14,007 square feet and is improved with a hobby shop.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 103/703 and finding that the County Road 15 is necessary, serves a public purpose and is in the best interests of the citizens of Seminole County. The Order of Take occurred on May 25, 2007, with title vesting in Seminole County on June 5, 2007, the date of the good faith deposit.

III ACQUISITION/REMAINDER

The proposed acquisition consists of 1,492 square feet and is a rectangle shaped parcel off the subject's frontage on County Road 15. The temporary construction easement (TCE) contains 295 square feet and is also rectangular and will be used to blend the new right-of-way with the remainder property.

IV APPRAISED VALUES

The County's initial appraised value of Parcel Nos. 103/703 was \$144,000.00 (\$142,300.00 for the fee and \$1,700.00 for the TCE). The County's appraisal was prepared by Florida Realty Analysts, Inc., and was approved by the County's MAI designated staff appraiser. The appraisal was updated for the order of taking hearing and the value did not change. The appraisal report only appraises the land, improvements, and possible severance damages. The appraisal report does not encompass business damages. The County has retained a separate expert, a certified public accountant, to evaluate Flightline's business damage claim.

The owners' report prepared by Calhoun, Dreggors & Associates on June 13, 2007, opines the before value at \$577,500.00. The owners used the County's after value of \$168,953.00 to arrive at a damages amount of \$408,547.00. Adding the County's value of the part taken, \$25,700.00, resulted in \$434,247.00 as the owners' "appraisal" value. Although, this is not standard appraisal methodology, the owners proceeded in this fashion in good faith to hold down appraisal costs while engaged in the early negotiation of this case. After negotiation, the County negotiated a settlement with the owners at \$225,000.00, subject to BCC approval.

V BUSINESS DAMAGES

At the time of the taking, Flightline's business had been in operation at the site since 2001, and it therefore qualifies for business damages.

A. County's Business Damage Report

The County has retained a certified public accountant as its expert on the business damage claim. The expert is examining supporting documents provided by Flightline with the amended claim. Therefore, the expert's analysis is not complete as of the date of this memorandum, but it is expected to be completed by the January 18, 2008 deadline to respond to Flightline's offer.

B. Tenant's Business Damage Report

The tenant's amended business damage assessment was prepared by Morgenstern Phifer & Messina and opined business damages at totaling \$297,655.00. The business damages report claims a complete loss of the business as a result of the taking.

VII ATTORNEY FEES

Attorney fees for business damage claims are based on the difference between the final judgment or settlement on the claim and the amount of the County's initial counteroffer. If there is no timely counteroffer, the counteroffer is deemed to be zero dollars. The same percentage attorney fee schedule is applied to this difference as is applied to the monetary benefits obtained as to land, improvements and damages. Therefore, it is important for the expert to review the claim and any and all supporting documents and recommend an appropriate response so as to minimize any claim for attorney fees.

VIII RATIONALE AND COST CONTROL

The owners and Seminole County have reached an amicable settlement in the instant case inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County may be obligated to pay the owners relating to these Parcels.

The County does not dispute that Flightline cannot continue its business on the remainder parcel because of the loss of the parking area. However, the County's expert is still evaluating whether the value of the business is as high as the owner claims. Also, the law is currently in flux whether the business owner can be required to minimize its damages by relocating its business to another site. A decision on this issue from the Fifth District Court of Appeal in a Florida Department of Transportation case is expected at any time.

The Florida Statutes force the County to respond to the business damage claim quickly or risk significant additional exposure for attorney fees. This memorandum is intended only to address the statutory requirement for

responding to the business damage claim of the business tenant and to protect the County on the matter of attorney fees.

VIII RECOMMENDATION

County staff recommends that the BCC authorize the County Attorney's Office to make a counteroffer in response to Flightline's amended business damage claim in an amount to be based on the report of the County's business damage expert but not to exceed the business owner's demand. This amount will cover only business damages and is to be exclusive of statutory interest, statutory attorney's fees, cost reimbursements and any other compensation or damage which might be due Flightline.

DGS/dre

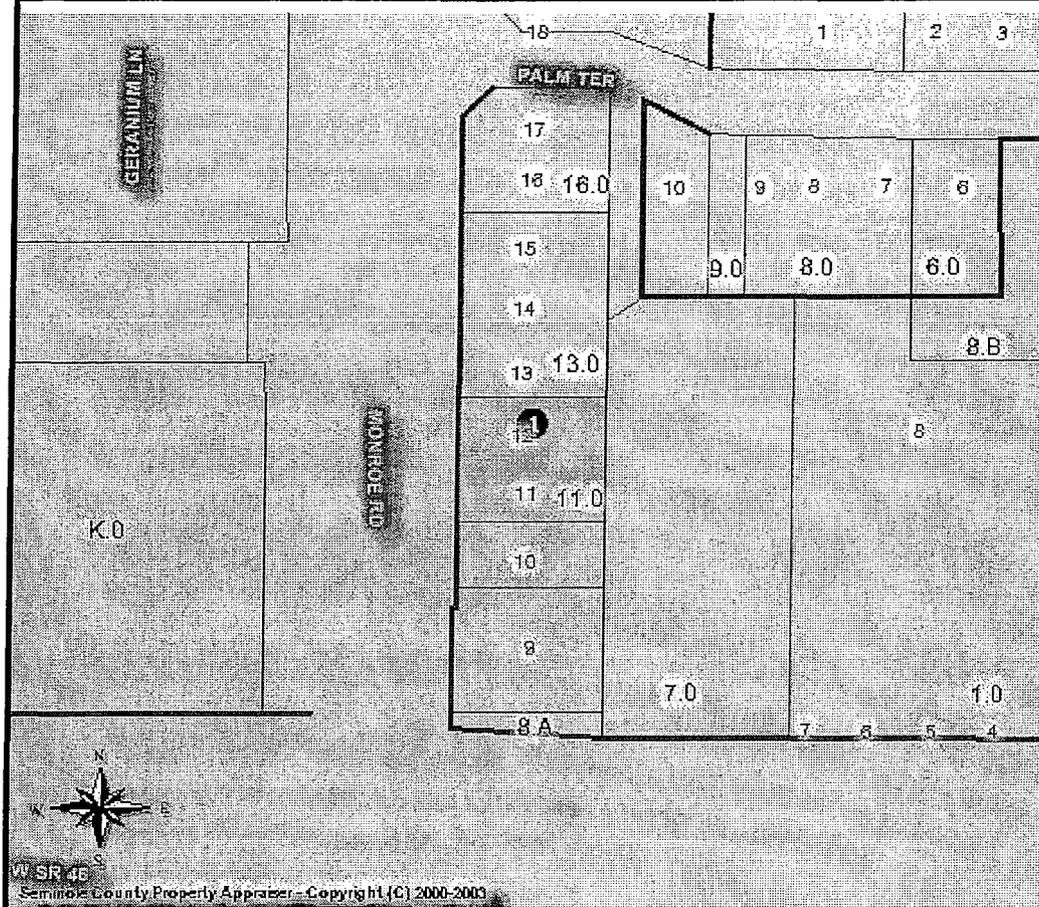
Attachments

Exhibit A – Location map

Exhibit B – Parcel Sketch

P:\Users\Dedge\My Documents\Mem\Agenda Item Cr 15 Flightline Business Damage Response2.Doc

DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
 SEMINOLE COUNTY FL.
 1101 E. FIRST ST
 SANFORD, FL 32771-1468
 407-666-7506

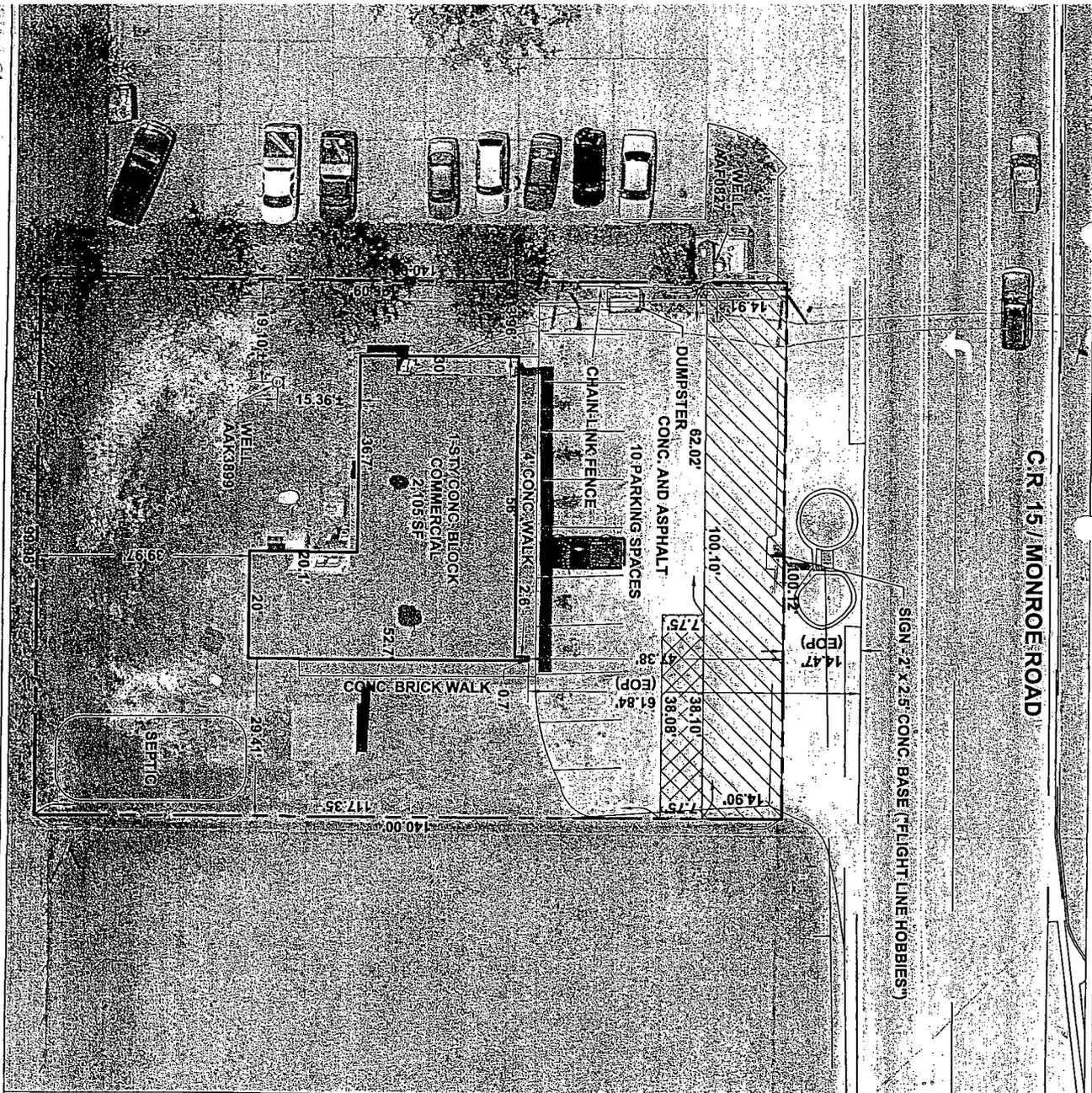


- Legend**
- Selected Features
 - County Boundary
 - Streets
 - Hydrology
 - Subdivision Lines
 - Parcels
 - Parcel Anno

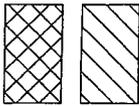
W SR 46
 Seminole County Property Appraiser - Copyright (C) 2000-2003

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	28193050300000110	SINGH WINSTON	2809 WALDENS POND CV	LONGWOOD	FL	32779

EXHIBIT A



PARENT TRACT
 AREA OF TAKE
 AREA OF TCE
 REMAINDER TRACT
 PROPERTY LINE
 AREA OF TAKE
 (PARCEL 103)
 AREA OF TCE
 (PARCEL 703)



14,007 SF
 1,492 SF
 285 SF
 12,515 SF



PARENT TRACT : WITH TAKING SHOWN

PARCEL 103/703
 C.R. 15 / MONROE ROAD
 SEMINOLE CO., FLORIDA

BLDG. EOP SETBACK	PHP	8/24/06
SCALE AS SHOWN		
DRAWN	PHP	APPROVED
CHECKED	DCD	APP. DATE 08/28/06



gal consultants
 618 East South Street
 Orlando, Florida 32801
 407-742-8088

SHEET: 2
 PROJECT NUMBER:
 FILE NAME: 06103-703.dwg

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Lawlor property

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

A business damage claim has been served by Land Technologies, Inc., relating to Parcel I.D. Number: 16-19-30-5AB-0500-0030 on the Lockhart Smith Canal Project. The owner of the real property is John S. Lawlor who is sole officer, director, and shareholder of the corporation. Land Technologies, Inc., operates a nursery business on the site and has claimed \$138,363.00 in damages, exclusive of statutory interest, attorney's fees, and cost reimbursements. Request authorization to make a counteroffer based on the report of the County's business damage expert up to the amount of the claim filed. Judge Dickey.

District 5 Brenda Carey

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board give authorization to make a counteroffer based on the report of the County's business damage expert up to the amount of the claim filed.

ATTACHMENTS:

1. Lawlor property

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: David G. Shields, Assistant County Attorney
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
Mark Flomerfelt, Stormwater Manager

DATE: November 14, 2007

SUBJECT: Authorization to Respond to Business Damage Claim
Lockhart Smith Canal Project
Parcel I.D. Number: 16-19-30-5AB-0500-0030
Seminole County v. Della Townsend, et al.
Case No. 2004-CA-2476-13-W
Owner: John S. Lawlor
Business Tenant: Land Technologies, Inc.

This Memorandum requests authorization by the Board of County Commissioners (BCC) to respond to the business damage claim of Land Technologies, Inc., ("LTI") on the Lockhart Smith Canal Project. LTI is a business tenant on Parcel I.D. Number 16-19-30-5AB-0500-0030, is wholly owned and controlled by Mr. Lawlor, and conducts a nursery business. By statute, the County is required to accept or reject the claim of submit a counteroffer within 120 days after receipt of the claim. LTI made its business damage claim of \$138,363.00 on August 20, 2007. The County's response is due by January 4, 2008.

I PROPERTY

A. Location Data

The Lawlor Parcel is located on the northeast corner of Orange Boulevard and North Oregon Street, in unincorporated Seminole County. A location map is attached as Exhibit A and a parcel sketch as Exhibit B.

B. Street Address

The street address is 4760 Orange Boulevard, Sanford, Florida 32771.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2003-R-98 on May 27, 2003 authorizing the acquisition of the Lawlor Parcel and finding that the Lockhart Smith Canal Project was necessary, served a public purpose and is in the best interest of the citizens of Seminole County. The order of take occurred on February 15, 2005, with title vesting in Seminole County on February 24, 2005, the date of the good faith deposit in the amount of \$35,500.00.

III ACQUISITIONS AND REMAINDER

This acquisition is for a permanent access, drainage and utility easement consisting of 10,449 square feet and encumbering the eastern portion of the parent tract. It begins on Orange Boulevard and traverses the entire property from the south to the north for a distance of about 336.41 feet. The easement is necessary for access and to widen and maintain the canal, primarily to mow and to otherwise keep the area clear of overgrowth. There is no fee taking of the property; therefore, the fee ownership of the parent tract remains 251,341 square feet.

IV APPRAISED VALUES

The County's original report dated August 15, 2003, was prepared by Diversified Property Specialists, Inc., and reported full compensation to be \$19,100.00. An additional report updated for the order of take hearing dated January 20, 2005, opines the value to be \$35,500.00 for Parcel I.D. Number 16-19-30-5AB-0500-0030. The appraisal report only appraises the land, improvements, and possible severance damages. The appraisal report does not encompass business damages. The County has retained a separate expert, a certified public accountant, to evaluate LTI's business damage claim.

The County received the owner's appraisal on August 7, 2007. The owner's appraisal was prepared by Calhoun, Dreggors & Associates, Inc., and opines the value to be \$83,400.00 as of March 1, 2005. This appraisal report does not encompass business damages.

V BUSINESS DAMAGES

At the time of the taking, LTI's business had been in operation since at least 2001, and therefore qualifies for business damages.

A. County's Business Damage Report

The County has retained a certified public accountant as its expert on the business damage claim. The expert is examining supporting documents provided by LTI with the claim. Therefore, the expert's analysis is not complete as of the date of this memorandum, but it is expected to be completed by the December 11, 2007 meeting of the BCC.

B. Tenant's Business Damage Report

The tenant's business damage report was prepared by Morgenstern Phifer & Messina and opined business damages at totaling \$138,363.00.

VII ATTORNEY FEES

Attorney fees for business damage claims are based on the difference between the final judgment or settlement on the claim and the amount of the County's initial counteroffer. If there is no timely counteroffer within 120 days of the offer, the counteroffer is deemed to be zero dollars. The same percentage attorney fee schedule is applied to this difference as is applied to the monetary benefits obtained as to land, improvements and damages. Therefore, it is important for the expert to review the claim and any and all supporting documents and recommend an appropriate response so as to minimize any claim for attorney fees.

VIII RATIONALE AND COST CONTROL

The Florida Statutes force the County to respond to the business damage claim quickly or risk significant additional exposure for attorney fees. This memorandum is intended only to address the statutory requirement for responding to the business damage claim and protect the County on the matter of attorney fees.

There is a limited budget at this time for additional acquisition costs associated with this project. If the County's settlement offer is accepted by the Nursery, a future budget amendment to allocate funding to cover the final settlement amount and County expert costs may be required.

VIII RECOMMENDATION

County staff recommends that the BCC authorize the County Attorney's Office to make a counteroffer in response to LTI's business damage claim in an amount to be based on the report of the County's business damage expert but not to exceed the business owner's demand. This amount will cover only business damages and is to be exclusive of statutory interest, statutory attorney's fees, cost reimbursements and any other compensation or damage which might be due LTI.

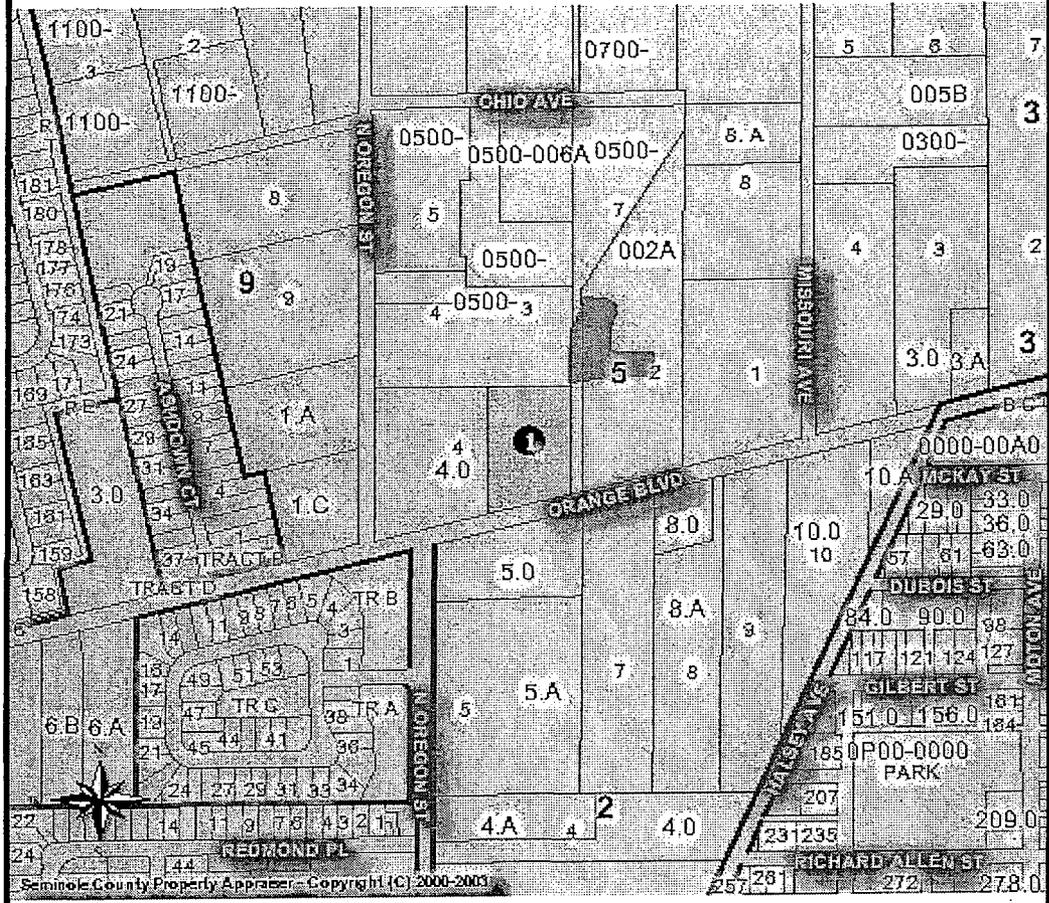
DGS/dre

Two (2) Attachments:

Exhibit A - Location Map

Exhibit B - Sketch

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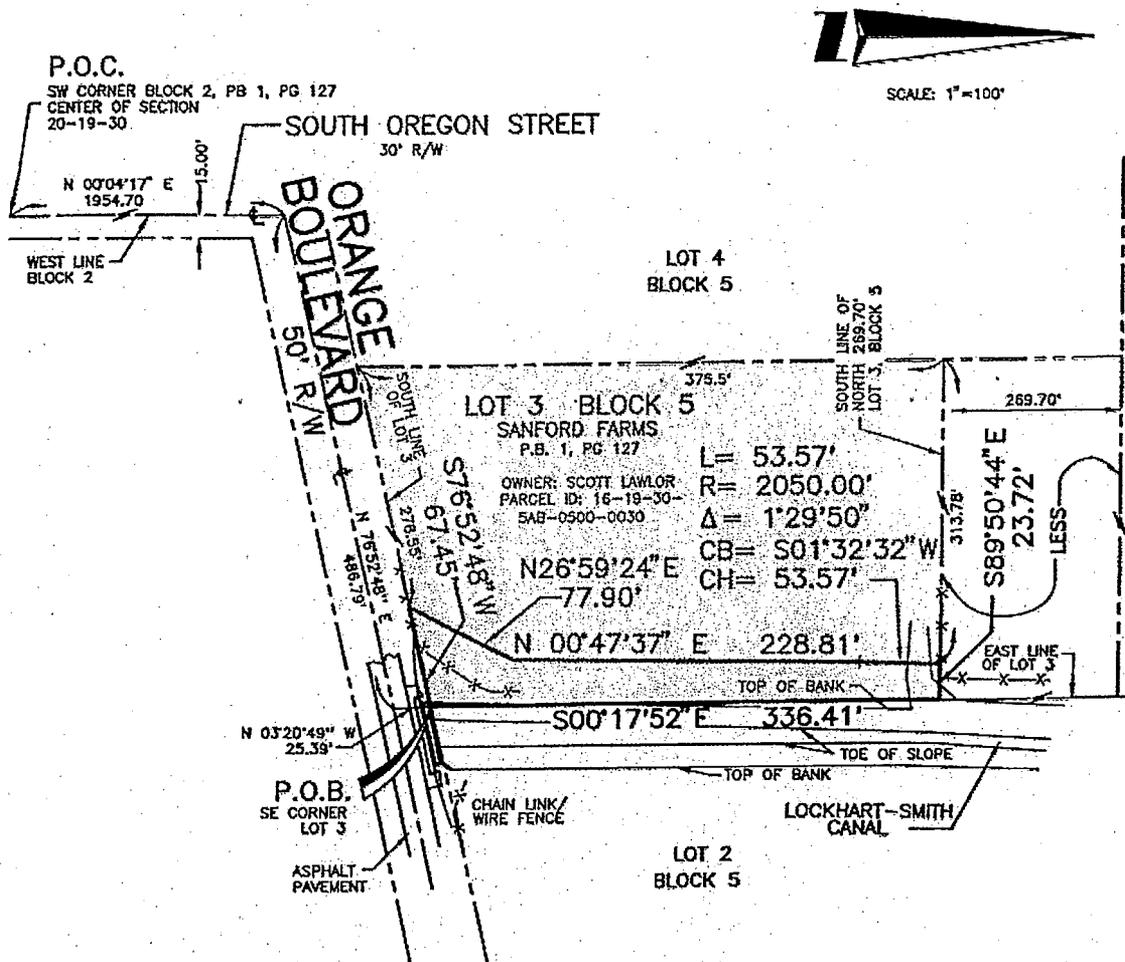


- Legend**
- Selected Features
 - County Boundary
 - Streets
 - Hydrology
 - Subdivision Lines
 - Parcels
 - Parcel Anno

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1619305AB05000030	LAWLOR SCOTT	5368 ORANGE BLVD	SANFORD	FL	32771

EXHIBIT A

PROPERTY SKETCH OF AFFECTED PORTION ONLY (Does not include West Parcel)



- ABBREVIATIONS:**
- PB = PLAT BOOK
 - PG = PAGE(S)
 - R/W = RIGHT-OF-WAY
 - L = LENGTH OF CURVE
 - R = RADIUS
 - Δ = CENTRAL ANGLE
 - CB = CHORD BEARING
 - CH = CHORD DISTANCE
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - CL = CENTERLINE
 - X- = WIRE FENCE

Drawing No. 48126014
Job No. 48126
Date: 3-20-03
SHEET 2 OF 2
See Sheet 1 for Description



SOUTHEASTERN SURVEYING & MAPPING CORP.
324 North Orlando Avenue
Maitland, Florida 32751-4702
(407)647-8898 fax (407)647-1887
Cert. No. 1E-2108
email: info@southeasternsurveying.com

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Singh property

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Approve proposed negotiated settlement relating to Parcel Numbers 103/703 of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$254,113.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels. Judge Simmons.

District 5 Brenda Carey

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board approve the proposed negotiated settlement relating to Parcel Numbers 103/703 of the County Road 15 road improvement project. The proposed settlement is at the total sum of \$254,113.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels.

ATTACHMENTS:

1. Singh property

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney *Matthew G. Minter*

FROM: David G. Shields, Assistant County Attorney *David G. Shields*
Ext. 5736

CONCUR: Pam Hastings, Administrative Manager/Public Works Department *Pam Hastings*
David Nichols, Principal Engineer/Engineering Division *David Nichols* 00005801
10-23-07

DATE: October 22, 2007

RE: Settlement Authorization
County Road 15
Parcel Nos. 103/703; Singh
Seminole County v. Sobik's, et al.
Case No. 2007-CA-826-13-K

This memorandum requests settlement authorization by the Board of County Commissioners (BCC) for Parcel Nos. 103/703 on the County Road 15 road improvement project. The recommended settlement is at the total sum of \$254,113.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay in the referenced case allocated as follows:

\$225,000.00	Land value, severance damage, and statutory interest
\$ 17,523.00	Statutory attorney's fee
\$ 590.00	Engineering cost reimbursements
\$ 11,000.00	Appraisal cost reimbursements
<u>\$254,113.00</u>	Total

I. THE PROPERTY:

A. Location Data

The subject property is located at the east side of County Road 15 north of State Road 46 within unincorporated Seminole County, Florida. A location map is attached as Exhibit A.

B. Property Address

The street address is 125 Monroe Road, Sanford, Florida 32771. A parcel sketch is attached as Exhibit B.

II AUTHORITY TO ACQUIRE.

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 103/703. The County Road 15 road improvement project was found to be necessary and serving a public purpose and in the best interests of the citizens of Seminole County. The Order of Take occurred on May 25, 2007, with title vesting in Seminole County on June 5, 2007, the date of the good faith deposit in the amount of \$144,000.00 for these parcels.

III ACQUISITIONS AND REMAINDER

The acquisition of Parcel No. 103 is 1,492 square feet in fee simple from a parent tract of 14,007 square feet with a remainder of 12,515 square feet. The fee simple taking is a rectangular shaped parcel off the subject's C-15 frontage. The temporary construction easement, Parcel No. 703, is also rectangular in shape and is a temporary taking of 284 square feet which will be used to blend the new right-of-way with the access driveway on the remainder property.

IV APPRAISED VALUES

The County's original report dated July 5, 2006, was prepared by Florida Realty Analysts, Inc., and reported full compensation to be \$142,300.00 for 103 and \$1,700.00 for Parcel No. 703 for a total of \$144,000.00. The updated report for the order of take hearing that occurred May 25, 2007, opined the same values.

The owners' report prepared by Calhoun, Dreggors & Associates on June 13, 2007, opines the before value at \$577,500.00. The owner used the County's after value of \$168,953.00 to arrive at a damages amount of \$408,547.00. Adding the County's value of the part taken, \$25,700.00, resulted in \$434,247.00 as the owners' "appraisal" value. Although, this is not standard appraisal methodology, the owners proceeded in this fashion in good faith to hold down appraisal costs while engaged in the early negotiation of this case.

V BINDING OFFER/NEGOTIATION

The County's initial written offer was \$171,900.00, exclusive of costs and fees. The owners' initial offer was \$350,000.00. The County made a counteroffer of \$210,000.00, the owners responded with \$260,000.00 and the parties finally agreed on \$225,000.00, exclusive of fees and costs.

VI ATTORNEY'S FEES AND COSTS

A. Attorney's Fees. The statutory attorney's fee reimbursement totals \$17,523.00. The sum is statutorily computed based upon a settlement sum of \$225,000.00 less a first written offer of \$171,900.00 to produce a benefit of \$53,100.00.

The owner's claimed costs for the referenced parcels totaled \$15,483.00 (\$14,893.00 for appraisal costs and \$590.00 for engineering costs). The County challenged the appraisal costs as excessive and after negotiation, the owners agreed to accept reimbursement of costs at \$11,590.00. The break down is as follows:

\$11,000.00	Appraisal costs
\$ 590.00	Engineering costs

VII COST AVOIDANCE

The difference between the County's \$144,000.00 appraisal value and the owners' estimated value of \$434,247.00 was \$290,247.00. Although the owners did not perform a full appraisal, the owners' methodology was reasonable for negotiation purposes. Both sides appeared to have attempted to arrive at a fair valuation. When faced with two reasonable but conflicting appraisals, juries tend to reach a verdict in the middle. The proposed settlement of \$225,000.00 is less than the \$289,123.50 midpoint between each side's starting values and is reasonable under the circumstances of these parcels.

VIII RECOMMENDATION

County staff recommends that the BCC approve this negotiated settlement in the total sum of \$254,113.00 inclusive of all compensation to the owners, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to these parcels.

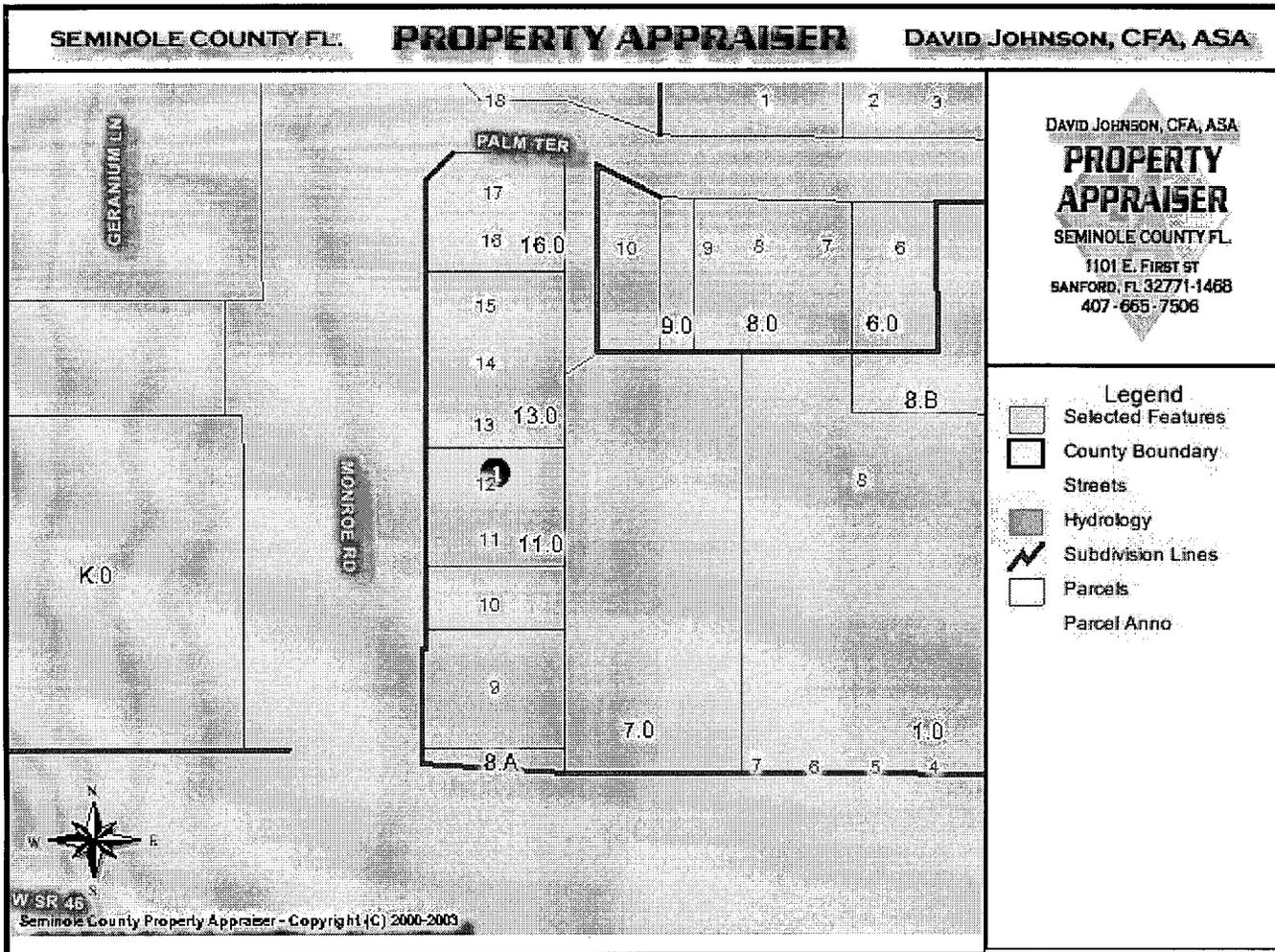
DGS/dre

Two (2) Attachments:

Exhibit A - Location Map

Exhibit B - Sketch

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DAVID JOHNSON, CFA, ASA
PROPERTY APPRAISER
 SEMINOLE COUNTY FL.
 1101 E. FIRST ST
 SANFORD, FL 32771-1468
 407-665-7508

- Legend**
- Selected Features
 - County Boundary
 - Streets
 - Hydrology
 - Subdivision Lines
 - Parcels
 - Parcel Anno

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	28193050300000110	SINGH WINSTON	2809 WALDENS POND CV	LONGWOOD	FL	32779

EXHIBIT A

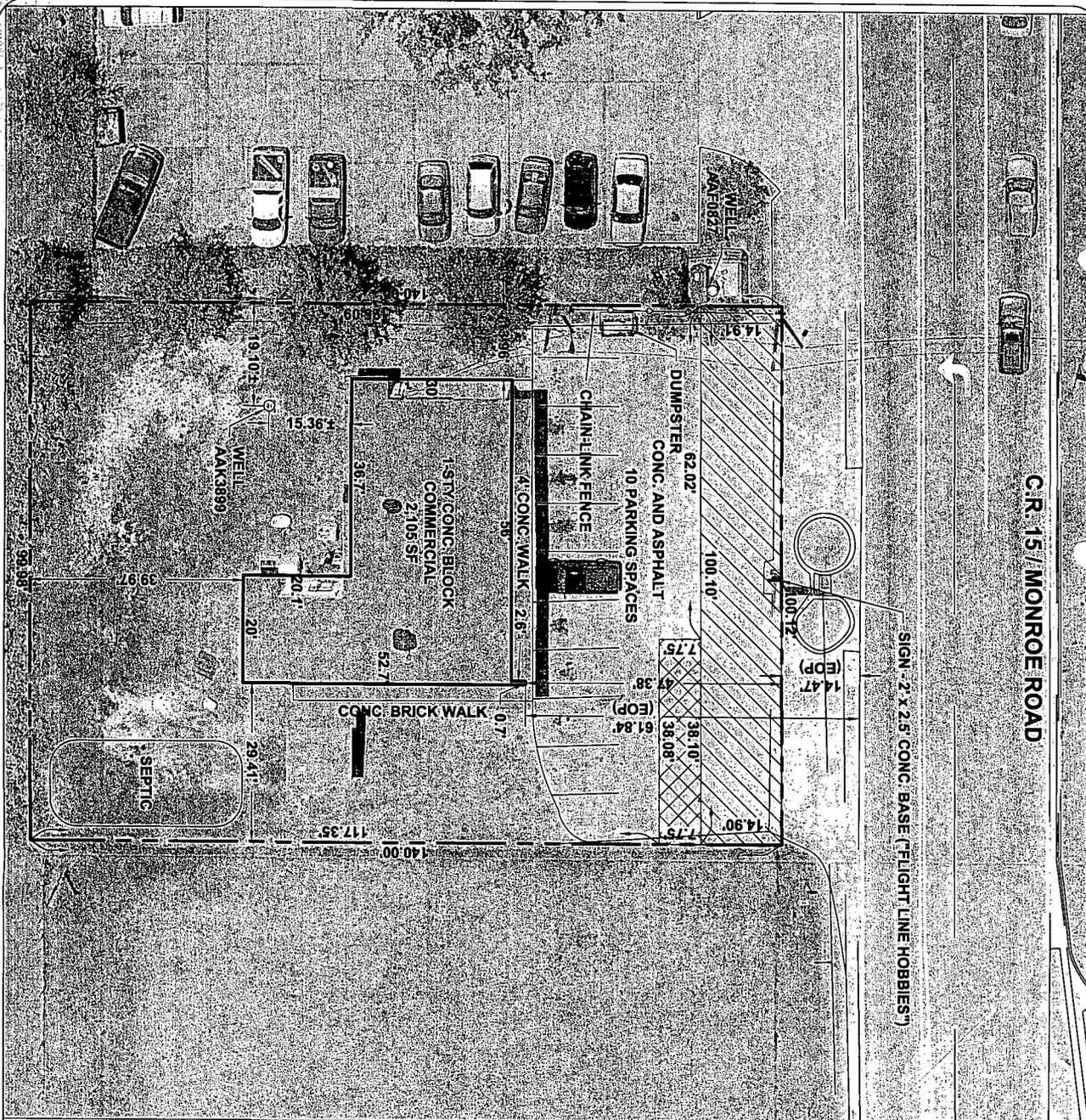
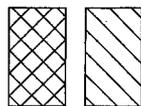


EXHIBIT B

PARENT TRACT
 AREA OF TAKE
 AREA OF TCE
 REMAINDER TRACT
 PROPERTY LINE
 AREA OF TAKE
 (PARCEL 103)
 AREA OF TCE
 (PARCEL 703)



PARENT TRACT : WITH TAKING SHOWN

PARCEL 103/703
 C.R. 15 / MONROE ROAD
 SEMINOLE CO., FLORIDA

BLDG. EOP SETBACK	PREP	8/24/08
SCALE AS SHOWN		
DRAWN	PREP	APPROVED
CHECKED	DCD	APP. DATE 08/28/08



gal consultants
 618 East South Street
 Orlando, Florida 32801
 407-831-9999

SHEET 2
 PROJECT NUMBER
 ADDRESS 00
 FILE NAME 08103-703.dwg

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Authorization for Response to Business Damage Claim (for Litigation) - Anthologia, Inc.

DEPARTMENT: County Attorney's Office

DIVISION: Litigation

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT: 7257

MOTION/RECOMMENDATION:

A business damage claim has been filed by Anthologia, Inc. d/b/a Garth A. Schweizer Landscape Architect, relating to Parcel Numbers 128/728A/728B/728C on the County Road 15 project. Anthologia operates a business on the site and has claimed \$950,350.00 in damages to compensate the business for reduction in income stream and a \$500,000.00 estimate for the cost to reestablish the business to avoid a total loss, or a total of \$1,450,350.00, exclusive of statutory interest, attorney's fees and cost reimbursements. Request authorization to make a counteroffer of \$313,397.14, based on the recommendation of County's experts. Judge Simmons.

District 5 Brenda Carey

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board gives authorization to make a counteroffer of \$313,397.14, based on the recommendation of County's experts.

ATTACHMENTS:

1. Anthologia, Inc.

Additionally Reviewed By: No additional reviews



COUNTY ATTORNEY'S OFFICE
MEMORANDUM

To: Board of County Commissioners

Through: Matthew G. Minter, Deputy County Attorney *MGM*

From: Al Schwarz, Assistant County Attorney *AS*
Ext. 5736

Concur: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering Division *DVN 12-4-07*

Date: December 4, 2007

Subject: Authorization to Respond to Business Damage Claim
County Road 15
Parcel Nos. 128/728A/728B/728C
Property owner: Garth A. Schweizer individually and as member manager of
Monroe Road, LLC
Business Tenant: Anthologia, Inc. d/b/a Garth A. Schweizer, Landscape
Architect
Seminole County v. O'Dell
Case No. 2007-CA-1455-13-L

This Memorandum requests authorization by the Board of County Commissioners ("BCC") to respond to the business damage claim of Anthologia, Inc. d/b/a Garth A. Schweizer, Landscape Architect ("Anthologia") on County Road 15. Anthologia is the business located on Parcel Nos. 128/728A/728B/728C. It is a commercial landscape architecture business. By statute, the County is required to accept or reject the claim or submit a counteroffer within 120 days after receipt of the claim. Anthologia made its business damage claim of \$950,350.00 and \$500,000.00, or a total of \$1,450,350.00 exclusive of statutory interest, attorney's fees and costs reimbursement on June 18, 2007 (See part IIIA., below). By stipulation, the Anthologia's attorney agreed to extend the statutory deadline for the County's response from October 14, 2007 to December 15, 2007.

Upon receipt of the business damage claim, the County had to go out and contractually retain experts, including a certified public accountant in addition to an appraiser. The County then turned the claim over to the experts for review and analysis. The expert requested written discovery be prepared and served on Anthologia which was submitted by the County on July 2, 2007. After reviewing this response, the

accounting expert requested the County have an engineer submit a sketch and cost estimate in an attempt to cure any business damage caused by the taking. The accounting expert requested further information and an additional request to produce was submitted to Anthologia on November 2, 2007. The engineer submitted a finalized sketch and cost estimates on November 15, 2007 for the appraiser to review. The County's review appraiser reviewed those costs and attempted to contact the appraiser who was hospitalized and had emergency surgery. Final discussion with the appraiser occurred on November 30, 2007. This request is a result of that discussion.

I PROPERTY

A. Location Data for Parcel Nos. 128/728A/728B/728C

The subject parcels are located along the northwest corner of County Road 15 (Monroe Road) and Church Street in a portion of unincorporated Seminole County, Florida. A location map is attached as Exhibit A and a parcel sketch as Exhibit B.

B. Street Addresses

The street address for Parcel Nos. 128/728A/728B/728C is 728 Monroe Road, Sanford, Florida.

C. Description

Parcel Nos. 128/728A/728B/728C. The parent tract consists of 2.633 acres and is improved with a residence that has been converted to an office. The area to be acquired as Parcel No. 128 is .976 acres leaving a remainder of 1.687 acres. There will also be three temporary construction easements, Parcel Nos. 728A, 728B, and 728C in the amount of 75, 1,960, and 75 square feet respectively.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2006-R-114 on May 9, 2006, authorizing the acquisition of Parcel Nos. 128/728A/728B/728C. The resolution found that County Road 15 is necessary, serves a public purpose and is in the best interests of the citizens of Seminole County. The Order of Take occurred on August 2, 2007, with title to Parcel No. 128 and the right to use Parcel Nos. 728A, 728B, 728C vesting in Seminole County on August 14, 2007, the date of the good faith deposit.

III BUSINESS DAMAGES

At the time of the taking, Anthologia, Inc.'s, business had been in operation since at least on or before January 1, 2001. The facility has operated continuously and uninterrupted in excess of five (5) years at the subject property. Therefore, the business meets the statutory time requirements for business damages.

A. Anthologia's Business Damage Report

Anthologia's attorney hired an expert to prepare the business damage report and opined \$950,350.00 in damages to compensate the business for reduction in income stream and a \$500,000.00 estimate for the cost to reestablish the business to avoid a total loss, or a total of \$1,450,350.00.

Anthologia's theory is that the taking for Parcel Nos. 128 and 728A/728B/728C will require the demolition of the business improvements within the area of taking. Anthologia further claims that the demolition of these business improvements will result in a loss of business in the amount of \$950,350.00. Anthologia further asserts that in order to avoid a total wipe out of the business, an estimated amount of \$450,000.00 will need to be spent to reestablish the improvements on-site and to make it whole.

B. County's Engineering Analysis and Business Damage Report

The County has retained a certified public accountant and an engineer in addition to its appraiser as its experts on the business damage claim. The engineer has found that it will cost \$228,940.14 to reestablish the building on its current site in addition to \$6,875.00 in minor miscellaneous moving costs. Moreover, the County's appraiser has submitted a cost estimate of \$77,582.00 for plants within the area of taking. The total cost estimate amounts to \$313,397.14. The expert's written report is not complete because of the short time upon receiving all of the information the expert needs and the December 11, 2007 BCC meeting. However, based on the cost estimate and sketch prepared by the engineer, the expert has orally advised the County that a counteroffer of \$313,397.14 would be reasonable to compensate Anthologia in this case.

IV ANALYSIS

As a result of the engineering and business damage work performed to date, it appears as though a counteroffer made by the County in the amount of \$313,397.14 would compensate Anthologia for the cost of moving the business to another location on the same site in addition to a minor loss of business/inventory. Anthologia's business damage loss claim of \$950,350.00, without any further support, appears to be of highly questionable merit.

V ATTORNEY FEES

Attorney fees for business damage claims are based on the difference between the final judgment or settlement on the claim and the amount of the County's initial counteroffer. If there is no timely counteroffer within 120 days of the offer (or the time otherwise agreed between the parties), the counteroffer is deemed to be zero dollars. The same percentage attorney fee schedule is applied to this difference as is applied to the monetary benefits obtained as to land, improvements and damages. Therefore, it is important for experts to review the claim and any and all supporting documents and recommend an appropriate response so as to minimize any claim for attorney fees as discussed at the beginning of this memorandum; this statute provides a very short time period to perform a thorough review of the claim, including investigation and discovery.

VI RATIONALE AND COST CONTROL

This case is in the early stages. However, the Florida Statutes force the County to respond to the business damage claim quickly or risk significant additional exposure for attorney fees. This memorandum is intended only to address the statutory requirement for responding to the business damage claim and protect the County on the matter of attorney fees.

VII RECOMMENDATION

For the reasons discussed above, County staff recommends that the BCC authorize the County Attorney's Office to submit a counteroffer to settle business damages in the amount of \$313,397.14. This request pertains only to business damages. The matters of statutory interest, statutory attorney's fees, cost reimbursements and any other compensation or damage which might be due Anthologia will be addressed separately at a later date.

AHS/dre

Attachments

Exhibit A – Location map

Exhibit B – Parcel Sketch

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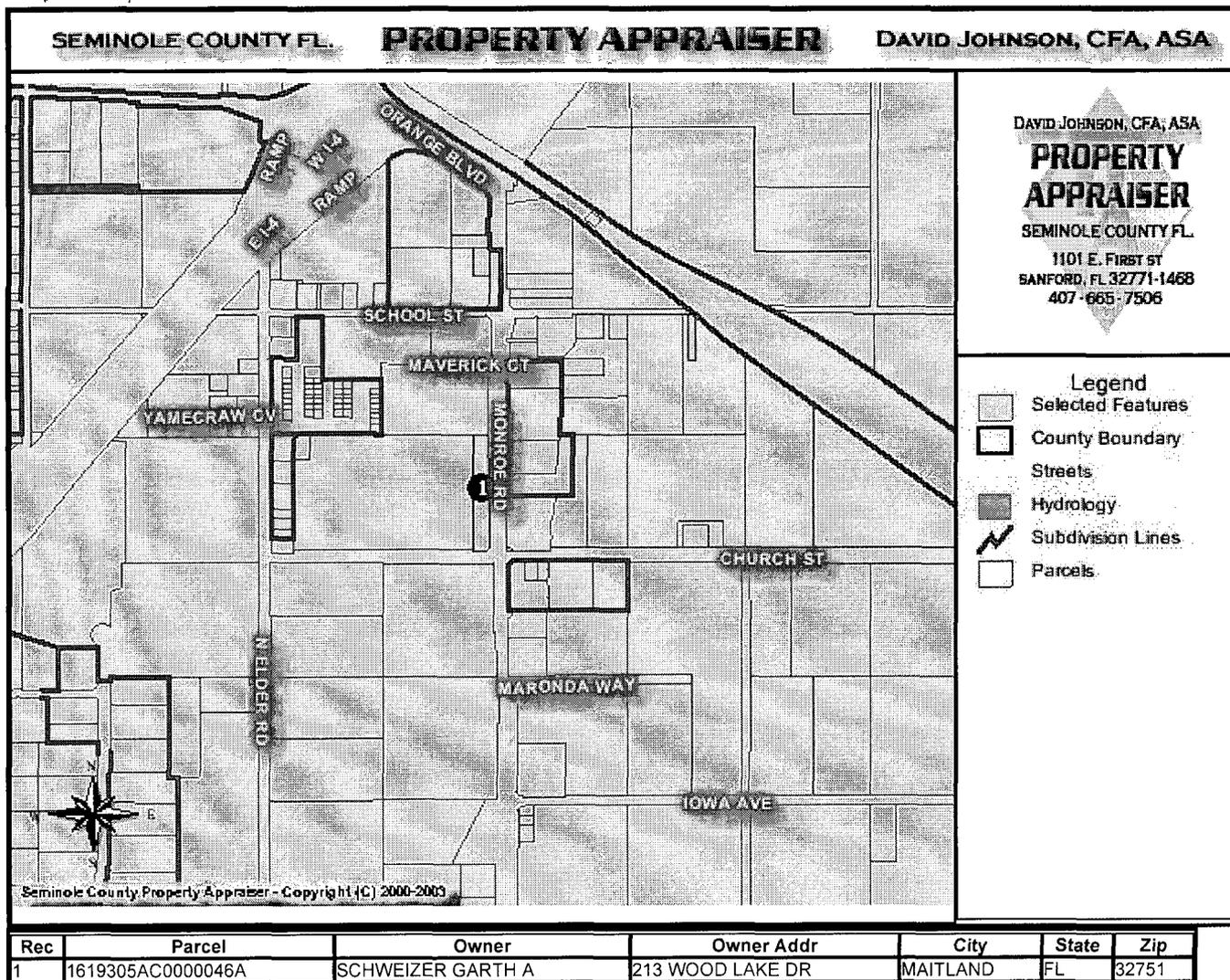


EXHIBIT A

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: SCIDA and SCOPA Financial Disclosures

DEPARTMENT: County Attorney's Office

DIVISION: Other

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Adopt Resolutions requiring SCIDA and SCOPA board members to file financial disclosure statements.

County-wide

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board adopt Resolutions requiring SCIDA and SCOPA board members to file financial disclosure statements.

ATTACHMENTS:

1. SCIDA and SCOPA Financial Disclosures

Additionally Reviewed By: No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Board of County Commissioners
From: Robert A. McMillan, County Attorney
Date: November 15, 2007
Subject: SCIDA and SCOPA Financial Disclosures

The Florida Commission on Ethics has previously advised the County that because the Seminole County Industrial Development Authority (SCIDA) and Seminole County Port Authority (SCOPA) are dependent special districts, the appointed members of those authorities are not considered to be "local officers" required by state law (section 112.3145, Florida Statutes) to file an annual statement of financial interests. However, the law allows each local government appointing authority, by resolution, to require that the appointed members of the authority file such annual statement of financial interests. This agenda item presents a resolution requiring the appointed members of SCIDA and SCOPA to annually file CE Form 1. The Clerk to the Board shall provide a certified copy of the resolution to the Florida Commission on Ethics before December 31, 2007.

Request the Board adopt the three attached resolutions.

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE _____ DAY OF _____, 2007.

WHEREAS, the Seminole County Industrial Development Authority (hereafter, "SCIDA") is a dependent special district; and

WHEREAS, the State of Florida Commission on Ethics has determined that appointed members of a dependent special district are outside the purview of the statutory requirement of s. 112.3145, Fla. Stat. (2007) that "local officers" file an annual statement of financial interests on form CE Form 1, but that such requirement may independently imposed by the appointing authority; and

WHEREAS, the Board of County Commissioners, as the appointing authority of members of the Seminole County Industrial Development Authority, has determined that the required reporting of the information required by CE Form 1 is minimally burdensome, and that such reporting will serve to preserve the confidence of the public in the work of the SCIDA; and

WHEREAS, the Board of County Commissioners desires to exercise its option by this resolution, as provided in s. 112.3145(1)(a)2, Fla. Stat. (2007), to require the members of the SCIDA to file an annual statement of financial interests on CE Form 1 as otherwise required for "local officers" under State Statute.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby mandates and requires that the members of the Seminole County Industrial Development Authority shall annually file a statement of financial interests on CE Form 1 as otherwise required for "local officers" under State Statute.

BE IT FURTHER RESOLVED that the Clerk to the Board of County Commissioners shall provide a certified copy of this Resolution to the Florida Commission on Ethics before December 31, 2007.

ADOPTED this _____ day of _____, 2007.

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: _____

MGM:sjs
11/2/07
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THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE _____ DAY OF _____, 2007.

WHEREAS, the Seminole County Port Authority (hereafter, "SCOPA") is a dependent special district; and

WHEREAS, the State of Florida Commission on Ethics has determined that appointed members of a dependent special district are outside the purview of the statutory requirement of s. 112.3145, Fla. Stat. (2007) that "local officers" file an annual statement of financial interests on form CE Form 1, but that such requirement may independently imposed by the appointing authority; and

WHEREAS, the Board of County Commissioners, as the appointing authority of members of the Seminole County Port Authority, has determined that the required reporting of the information required by CE Form 1 is minimally burdensome, and that such reporting will serve to preserve the confidence of the public in the work of the SCOPA; and

WHEREAS, the Board of County Commissioners desires to exercise its option by this resolution, as provided in s. 112.3145(1)(a)2, Fla. Stat. (2007), to require the members of the SCOPA to file an annual statement of financial interests on CE Form 1 as otherwise required for "local officers" under State Statute.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners hereby mandates and requires that the members of the Seminole County Port Authority shall annually file a statement of financial interests on CE Form 1 as otherwise required for "local officers" under State Statute.

BE IT FURTHER RESOLVED that the Clerk to the Board of County Commissioners shall provide a certified copy of this Resolution to the Florida Commission on Ethics before December 31, 2007.

ADOPTED this _____ day of _____, 2007.

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: _____

MGM:sjs
11/2/07
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THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE ____ DAY OF _____, 2007.

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 requirement for financial disclosure.

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 revision of Section 4.15, "Seminole County Industrial Development Authority ("SCIDA") and the addition of a new Section 4.16, "Seminole County Port Authority ("SCOPA"), as more particularly described in the attachments.

ADOPTED this _____ day of _____, 2007.

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: _____

SECTION 4. BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES

4.15 SEMINOLE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (“SCIDA”)

A. PURPOSE. SCIDA seeks to strengthen and increase the economic development of Seminole County through industrial development thereby increasing employment opportunities and increasing the tax base of the County.

B. DUTIES/RESPONSIBILITIES. SCIDA normally meets once a month. The major function of the Board is to assist the SCIDA Director in the role of attracting new and desirable industry to Seminole County as well as the required technical assistance to those existing firms that may wish to expand their market area or facility into a larger corporation.

C. MEMBERSHIP STRUCTURE.

(1) Requirements. Five (5) persons who are residents and electors of the County and two (2) alternate members. There will be no payment for services to members.

(2) Appointment Process Each Commissioner appoints one (1) member. Alternate members will be designated as such and appointed on a rotating basis. Vacancies will be filled for the unexpired term.

(3) Term of Office. Four (4) year terms. Appointees are eligible for reappointment.

D. FINANCIAL DISCLOSURE. Required The Board of County Commissioners requires and mandates that the members of the SCIDA shall annually file a statement of financial interests on CE Form 1 as otherwise required for “local officers” under State Statute.

E. LOYALTY OATH. Required

F. AUTHORITY. Resolution adopted July 8, 1980
Chapter 159.45, Florida Statutes



SECTION 4. BOARDS, COMMISSIONS, COUNCILS AND COMMITTEES

4.16 SEMINOLE COUNTY PORT AUTHORITY ("SCOPA")

A. PURPOSE. As a dependent special district created by special act of the Florida Legislature, SCOPA promotes and encourages domestic and foreign commerce and the activities of SCOPA. Further, SCOPA engages in the development of projects and acts as a general riverine, port, harbor, and wharf agency (over the Port of Sanford).

B. DUTIES/RESPONSIBILITIES. SCOPA normally meets once a month. The major powers of SCOPA are:

(1) To engage in a wide array of activities relating to the diverse projects that pertain to port activities and related matters;

(2) To acquire property and to exercise the power of eminent domain;

(3) To issue bonds, pledge revenues, and engage in activities relating to such bonds;

(4) To enter a wide array of contracts and other agreements;

(5) To fix, regulate, and collect various charges;

(6) To promote and encourage domestic and foreign commerce and the activities of SCOPA;

(7) To grant franchises for diverse activities related to SCOPA projects; and

(8) To exercise certain other governmental functions including the adoption of rules and regulations.

C. MEMBERSHIP STRUCTURE.

(1) Requirements. Nine (9) persons who are residents and electors of the County. There will be no payment for services to members.

(2) Appointment Process. Eight of the members shall be appointed by the Board of County Commissioners of Seminole County. One member shall be selected annually by the Board of County Commissioners to serve as the ninth member whose term shall expire on the first Tuesday after the first Monday in January of the year succeeding his appointment. Vacancies will be filled for the unexpired term.

(3) Term of Office. Four (4) year terms. Appointees are eligible for reappointment.



D. FINANCIAL DISCLOSURE. The Board of County Commissioners mandates and requires that the members of the SCOPA shall annually file a statement of financial interests on CE Form 1 as otherwise required for "local officers" under State Statute.

E. LOYALTY OATH. Required

F. AUTHORITY. Established Chapter 65-2270, Laws of Florida
Resolution adopted July 2, 1965
Membership Revised by Chapter 88-477, Laws of Florida

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Regency Park at Lake Mary Condominium Association, Inc.

DEPARTMENT: County Attorney's Office

DIVISION: Property Acquisition

AUTHORIZED BY: Lola Pfeil

CONTACT: Sharon Sharrer

EXT:

MOTION/RECOMMENDATION:

Approve and execute purchase agreement relating to Parcel Number 729B of the Lake Emma Road improvement project, located at Regency Park at Lake Mary Condominiums on Secret Harbor Lane, for \$38,055.00, inclusive of statutory attorney fees, expert's fees and cost reimbursements interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

District 5 Brenda Carey

BACKGROUND:

see attached

STAFF RECOMMENDATION:

Staff recommends the Board approve and execute purchase agreement relating to Parcel Number 729B of the Lake Emma Road improvement project, located at Regency Park at Lake Mary Condominiums on Secret Harbor Lane, for \$38,055.00, inclusive of statutory attorney fees, expert's fees and cost reimbursements interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

ATTACHMENTS:

1. Regency Park at Lake Mary Condominium Association, Inc. property

Additionally Reviewed By: No additional reviews



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

TO: Board of County Commissioners

THROUGH: Matthew G. Minter, Deputy County Attorney

FROM: Neil Newton, Major Project Acquisition Coordinator *NN*

CONCUR: Pam Hastings, Administrative Manager/Public Works Department
David V. Nichols, P.E., Principal Engineer/Engineering *DVN-25-07*

DATE: October 24, 2007

SUBJECT: Purchase Agreement Authorization
Owners: Regency Park at Lake Mary Condominium Association, Inc.
Parcel No. 729B
Lake Emma Road

This memorandum requests authorization by the Board of County Commissioners (BCC) and execution by the Chairman of a purchase agreement for Parcel No. 729B. The temporary construction easement is required for the Lake Emma Road improvement project. The purchase price is \$38,055.00, allocated as follows:

- \$32,500.00 compensation to owner
- \$ 3,630.00 statutory attorney fees
- \$ 1,925.00 expert's fees and costs

I THE PROPERTY

A. Location Data

The property is located along the east side of Lake Emma Road north of Greenway Boulevard in Seminole County. The property is zoned PUD with a future land use of Planned Development.

1. Location Map (Exhibit A);
2. Sketch (Exhibit B); and
3. Purchase Agreement (Exhibit C)

B. Address

Secret Harbor Lane
Lake Mary, FL 32746

C. Description

The parent tract of the subject property is a 39.17 acre site, irregular in shape, improved by the Regency Park at Lake Mary Condominiums 504 units. The acquisition is a 725 square feet temporary construction easement with a term of 5 years and will have no affect on the remainder improvements.

II AUTHORITY TO ACQUIRE

The BCC adopted Resolution No. 2007-R-29 on February 13, 2007, authorizing the acquisition of Parcel No. 729B, and finding that the improvements are necessary and serve a County and public purpose and are in the best interests of the citizens of Seminole County.

III ACQUISITION/REMAINDER

The parent tract will not be reduced from 39.17 acres as the acquisition is a temporary construction easement.

IV APPRAISED VALUE

The County's appraised value amount is \$16,300.00. Florida Realty Analysts, Inc., prepared the County's appraisal and the County's MAI designated staff appraiser approved the report. The property owner did not have an appraisal report prepared, but did employ experts to analyze the County's appraisal report and provide support in arriving at the property owner's counter offer.

V BINDING OFFER/NEGOTIATIONS

On June 12, 2007, the BCC authorized a binding written offer at \$21,500.00. Thereafter, the parties negotiated a purchase agreement settlement to purchase the needed property for \$32,500.00. The property owner countered at \$40,000.00 plus fees and costs.

The difference between the County's \$16,300.00 appraisal value and the owner's estimated value of \$40,000.00 is \$23,700.00. Although the owner did not perform an appraisal, the owner's methodology was reasonable for negotiation purposes. Both sides appeared to have attempted to arrive at a fair valuation. The proposed settlement of \$32,500.00 is a little above the \$28,150.00 midpoint between each side's starting values and is reasonable under the circumstances of this parcels. If this parcel did proceed to condemnation, costs to update the County's appraisal and to reimburse the owner for preparation of an appraisal report would easily exceed the difference in additional settlement funds proposed to be paid.

VI ATTORNEY FEES AND COSTS

A. Attorney fees The statutory attorney's fee reimbursement totals \$2,630.00. The sum is statutorily computed based on a settlement sum of \$32,500.00 less the first written offer of \$21,500.00 to produce a benefit of \$11,000.00.

B. Costs The property owner's claimed costs for the referenced parcel is \$1,925.00 for its land planner/engineering firm to conduct an evaluation of the taking.

VII SETTLEMENT ANALYSIS/COST AVOIDANCE

The cooperative purchase of the property through this proposed settlement is in the best interests of the citizens of Seminole County.

VIII RECOMMENDATION

County staff recommends that the BCC authorize settlement in the amount of \$38,055.00, inclusive of all compensation to the property owner, attorney fees of any kind, all costs, interest and any other matter for which Seminole County might be obligated to pay relating to this parcel.

NN/lpk

Attachments:

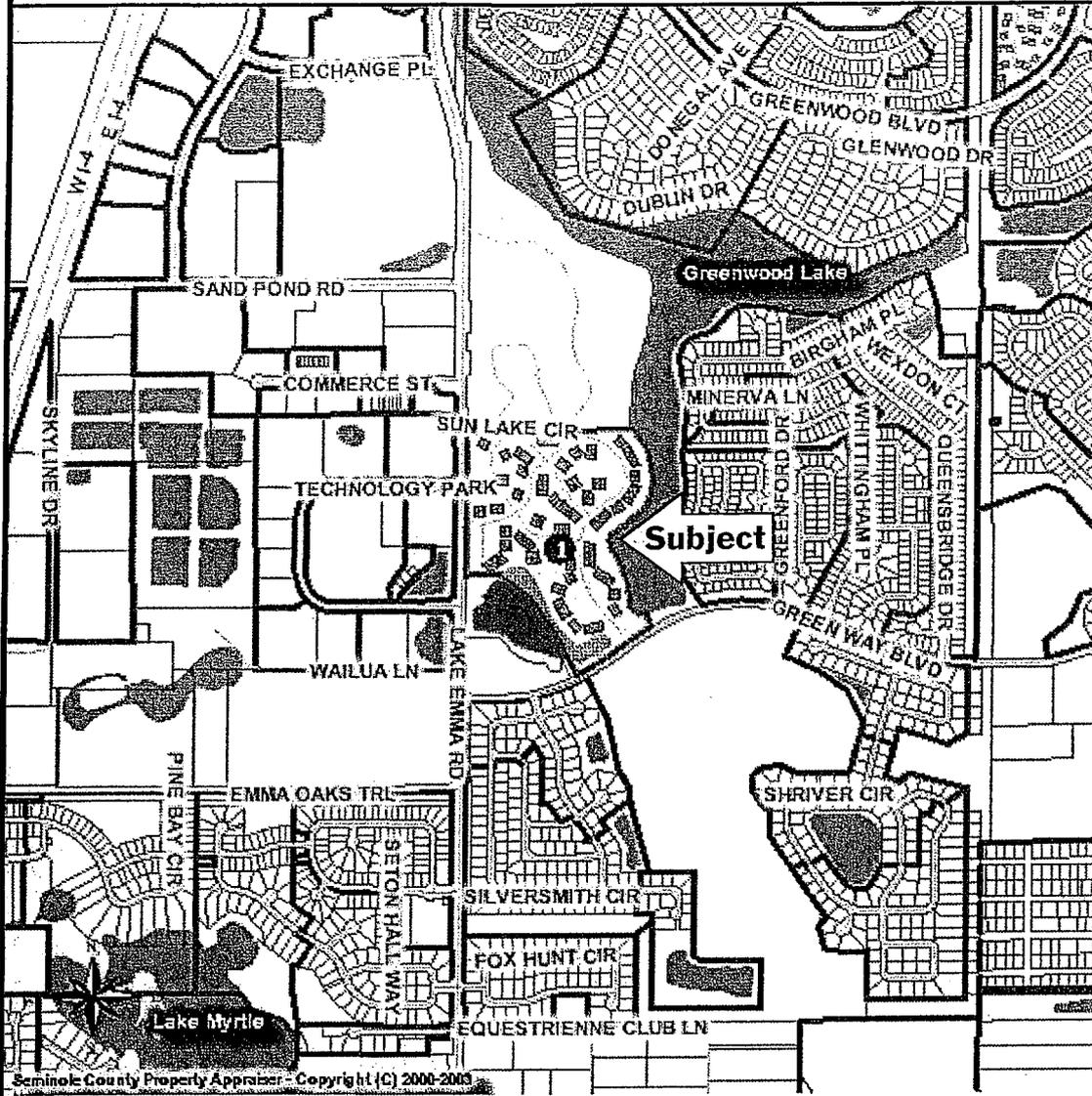
Location Map (Exhibit A)

Sketch (Exhibit B)

Purchase Agreement (Exhibit C)

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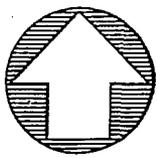
DAVID JOHNSON, CFA, /
PROPERTY APPRAISER
 SEMINOLE COUNTY
 1101 E. FIRST ST
 SANFORD, FL 32771-14
 407-665-7506



Seminole County Property Appraiser - Copyright (C) 2000-2003

Rec	Parcel	Owner	Owner Addr	City	State	Zip
1	1920305200C000000	LAKE MARY RESIDENCES LLC C/O	201 ALHAMBRA CIR STE 601	CORAL GABLES	FL	33134

EXHIBIT A



SCALE: 1" = 20'

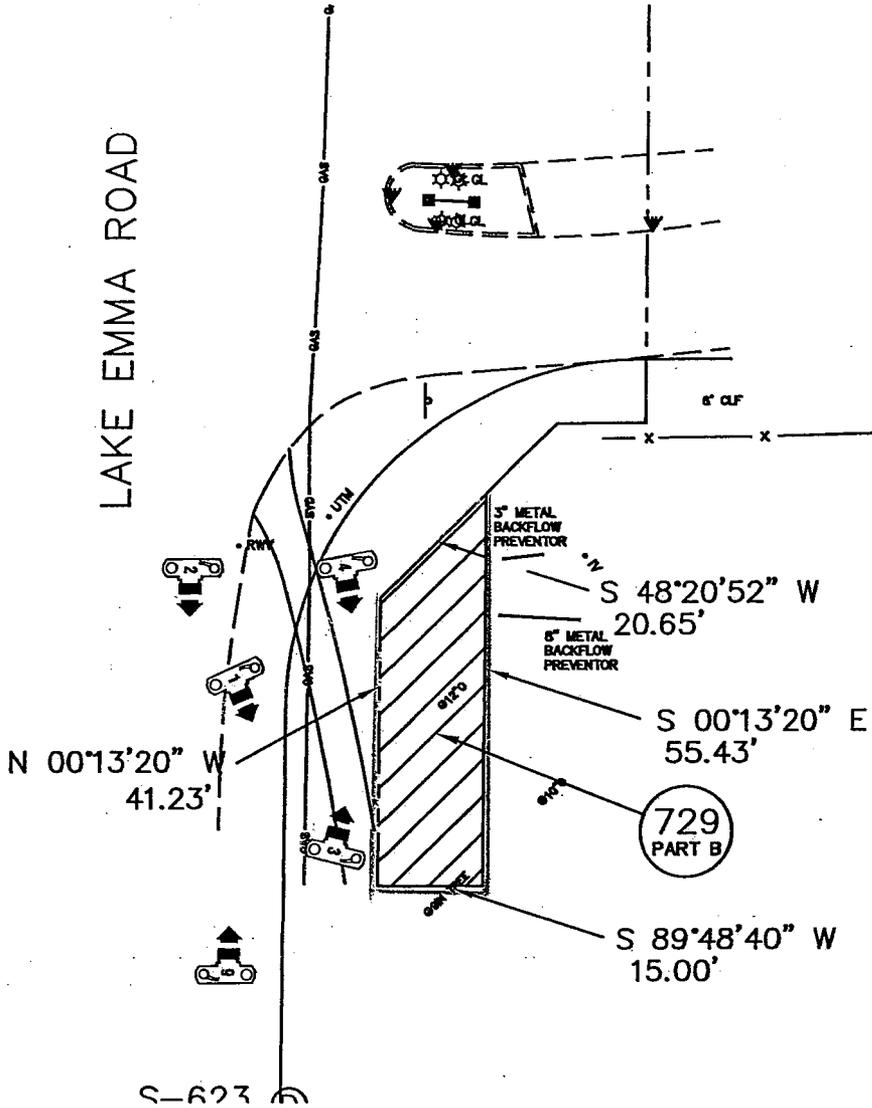
APPRAISAL SKETCH

FOR

THE SPIVEY GROUP, INC

PARCEL 729B - PARENT TRACT & AREA OF TAKING

729B TCE 725 SQUARE FEET



- 10°P PINE TREE - SIZE AS NOTED
- 10°O OAK TREE - SIZE AS NOTED
- 10°M MAPLE TREE - SIZE AS NOTED
- 10°Z PALM TREE - SIZE AS NOTED
- 10°CB CHINABERRY TREE - SIZE AS NOTED
- 10°L LAUREL TREE - SIZE AS NOTED

LEGEND

- | | | | |
|---------|-----------------------|-------|------------------------------|
| • BFP | BACKFLOW PREVENTOR | • MB | MAILBOX |
| • CATV | CABLE TV RISER | • RWV | RECLAIMED WATER VALVE |
| ⊙ | STORM MANHOLE | ▽ | SPRINKLER HEAD SIGN |
| ⊙ | SANITARY MANHOLE | • TR | TELEPHONE RISER |
| ⊙ | FIRE HYDRANT | • TSB | TRAFFIC SIGNAL BOX |
| • EM | ELECTRIC METER | ⊙ | UTILITY POLE |
| • ER | ELECTRIC RISER | • UR | UTILITY RISER |
| • FOM | FIBER OPTIC MARKER | • UTM | UNDERGROUND TELEPHONE MARKER |
| ⊙ GL | GROUND LIGHT | • WM | WATER METER |
| ⊙ | GUY ANCHOR | • WV | WATER VALVE |
| • IV | IRRIGATION VALVE | R/W | RIGHT-OF-WAY |
| ⊙ | LIGHT POLE | S.F. | SQUARE FEET |
| — | FENCE LINE | CMP | CORRUGATED METAL PIPE |
| — OHU — | OVERHEAD UTILITY LINE | | |

THIS IS NOT A BOUNDARY SURVEY

SHEET 2 OF 3

DATE: 4/20/01

REVISED:

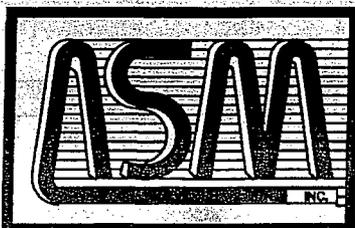
SCALE: 1" = 20'

KCG 03/14/07

APPROVED BY: BAM

JOB NO. ASM31066

DRAWN BY: LH



AMERICAN SURVEYING & MAPPING
 CERTIFICATION OF AUTHORIZATION NUMBER LB#8363
 320 EAST SOUTH STREET, SUITE 180
 ORLANDO, FLORIDA
 32801 (407) 428-7979

EXHIBIT B

EXHIBIT C

Lake Emma Road
Parcel No. 729B

Regency Park at Lake Mary Condominium Association, Inc.

**PURCHASE AGREEMENT
TEMPORARY CONSTRUCTION EASEMENT**

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

THIS AGREEMENT is made and entered into this ____ day of _____, 2007, by and between **REGENCY PARK AT LAKE MARY CONDOMINIUM ASSOCIATION, INC.**, whose address is 2180 W. State Road 434, Suite 5000, Longwood, Florida 32779-5044, hereinafter referred to as "OWNER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

WITNESSETH:

WHEREAS, the COUNTY requires the hereinafter described property for construction and maintenance of an authorized road project in Seminole County;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained OWNER hereby agrees to sell and convey, and COUNTY hereby agrees to purchase the following property upon the following terms and conditions:

I. LEGAL DESCRIPTION

PARCEL NO. 729B

LAKE EMMA ROAD

TEMPORARY CONSTRUCTION EASEMENT

That portion of the Northwest 1/4 of Section 19, Township 20 South, Range 30 East as Recorded in Official Records Book 2654, Page 926 and less right-of-ways as recorded in Official Records Books 1416, Page 369, all in the Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of said Section 19, thence S89°48'55"W, along the South line of said Northwest 1/4, 1251.54 feet to the Easterly right-of-way line of Lake Emma Road, thence departing said South line, N00°13'20"W along said Easterly right-of-way line, 1694.87 feet for the POINT OF BEGINNING; thence continue N00°13'20"W, along said Easterly right-of-way line, 41.23 feet; thence departing said Easterly existing right-of-way line, N46°20'52"E, 20.65 feet; thence S00°13'20"E, 55.43 feet; thence S89°46'40"W, 15.00 feet to the POINT OF BEGINNING.

Containing 725 square feet, more or less.

Parcel Property I.D. Number: 19-20-30-520-0C00-0000

II. PURCHASE PRICE

(a) OWNER agrees to sell and convey the above described property by Temporary Construction Easement on Parcel No. 729B unto COUNTY for the sum of THIRTY-EIGHT THOUSAND FIFTY-FIVE AND NO/100 DOLLARS (\$38,055.00). The above amount includes all compensation due as a result of this acquisition to the OWNER for any reason and for any account whatsoever. OWNER agrees to execute a Temporary Construction Easement for a period of three (3) years from date of commencement of construction of the Lake Emma Road project. See Exhibit A, attached, Temporary Construction Easement.

(b) COUNTY shall be responsible for the following closing costs: recording fees for Temporary Construction Easement and Title Insurance Policy issued to the COUNTY by a title insurance company of the COUNTY's choice.

(c) OWNER shall be responsible for OWNER's own attorney's fees and the OWNER's share of the pro-rata property taxes outstanding, up to and including the date of closing. The before mentioned closing costs and pro-rata real estate taxes shall be withheld by the COUNTY's closing agent from the proceeds of this sale and paid to the proper authority on behalf of the OWNER.

(d) OWNER covenants that there are no real estate commissions due any licensed real estate broker and further agrees to defend against and pay any valid claims made in regard to this purchase relating to covenants made herein by the OWNER.

III. CONDITIONS

(a) COUNTY shall pay to the OWNER the sum as described in Item II, above, upon the proper execution and delivery of all the instruments required to complete the above purchase and sale to the designated closing agent. The OWNER agrees to close within seven (7) days of notice by the COUNTY or the COUNTY's closing agent that a closing is ready to occur.

(b) OWNER agrees to vacate and surrender possession of the property upon the date of delivery of the instruments and closing on this purchase. COUNTY may, but is not obligated to, extend possession of the property by OWNER; provided, however, that such approval will be evidenced by a written document of equal dignity herewith. During the period from the date of the execution of this Agreement by both parties and the closing, OWNER agrees to exercise diligent care in protecting the property from theft and vandalism. All windows, doors, bathroom fixtures, electrical outlets, heaters and other similar items included in the purchase price, as well as the land itself, shall be preserved in the normal conditions and turned over to the COUNTY by the OWNER, intact, if applicable.

(c) Any and all encroachments existing upon the property, other than those improvements included in the purchase price, are to be removed by the OWNER at the expense of the OWNER prior to closing.

(d) OWNER warrants that there are no facts known to OWNER materially affecting the value of the property which are not readily observable by COUNTY or which have not been disclosed to COUNTY.

(e) The instrument(s) of conveyance to be utilized at closing shall, in addition to containing all other common law covenants through the use of a warranty deed, also include the covenant of further assurances.

(f) The OWNER shall fully comply with Section 286.23, Florida Statutes, to the extent that said statute is applicable.

(g) In the event that COUNTY subsequently abandons this project after execution of this Agreement, but before closing, this Agreement shall be null and void.

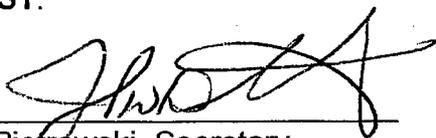
(h) In the event that difficulties arise as to clearing title sufficient to consummate a closing of this Purchase Agreement or difficulties occur in the issuance of a title insurance commitment which is acceptable to the COUNTY; this Agreement shall survive the filing of any eminent domain action by the COUNTY and shall serve as a joint stipulation regarding all valuation issues and fees and costs matters in any condemnation proceeding initiated by the COUNTY relating to the real property herein described. The OWNER agrees that, in accordance with any request made by the COUNTY, the OWNER shall execute any and all instruments, pleadings, documents and agreements upon litigation reflecting the full settlement as set forth herein. The OWNER agrees not to oppose the COUNTY's condemnation proceedings in any way. The OWNER may, however, assert OWNER's rights against other claimants in apportionment proceedings.

(i) The COUNTY shall be solely responsible for all of COUNTY activities conducted on the property. OWNER shall not be considered an agent or employee of COUNTY for any reason whatsoever on account of the Agreement.

(j) The OWNER states that the OWNER has not engaged in any action that would create a conflict of interest in the performance of OWNER's obligations under this Agreement with the COUNTY which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

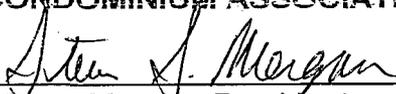
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective name on the date first above written.

ATTEST:



John Piotrowski, Secretary

**REGENCY PARK AT LAKE MARY
CONDOMINIUM ASSOCIATION, INC.**

By: 
Steven Morgan, President

(CORPORATE SEAL)

Date: October 2, 2007

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

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

By: _____
BRENDA CAREY, Chairman

Date: _____

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

As authorized for execution by the Board
of County Commissioners at its _____,
_____, 2007, regular meeting.

County Attorney

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PARCEL NO. 729B
TEMPORARY CONSTRUCTION EASEMENT
LAKE EMMA ROAD
REGENCY PARK AT LAKE MARY CONDOMINIUM ASSOCIATION, INC.

THIS INSTRUMENT PREPARED BY:
NEIL NEWTON, MAJOR PROJECT ACQUISITION COORDINATOR
COUNTY ATTORNEY'S OFFICE
1101 E. FIRST STREET
SANFORD, FL 32771

EXHIBIT A
TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT is made and entered into this _____ day of _____, 2007, by and between REGENCY PARK AT LAKE MARY CONDOMINIUM ASSOCIATION, INC., whose address is 2180 W. State Road 434, Suite 5000, Longwood, Florida 32779-5044, hereinafter referred to as the GRANTOR, and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the GRANTEE.

WITNESSETH:

FOR AND IN CONSIDERATION OF the sum of ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, GRANTOR does hereby grant unto GRANTEE permission, to be exercised during the period of construction of the Lake Emma Road improvement project, to enter upon the following described lands:

PARCEL NO. 729B
TEMPORARY CONSTRUCTION EASEMENT

LAKE EMMA ROAD

That portion of the Northwest 1/4 of Section 19, Township 20 South, Range 30 East as Recorded in Official Records Book 2654, Page 926 and less right-of-ways as recorded in Official Records Books 1416, Page 369, all in the Public Records of Seminole County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northwest 1/4 of said Section 19, thence S89°48'55"W, along the South line of said Northwest 1/4, 1251.54 feet to the Easterly right-of-way line of Lake Emma Road, thence departing said South line, N00°13'20"W along said Easterly right-of-way line, 1694.87 feet for the POINT OF BEGINNING; thence continue N00°13'20"W, along said Easterly right-of-way line, 41.23 feet; thence departing said Easterly existing right-of-way line, N46°20'52"E, 20.65 feet; thence S00°13'20"E, 55.43 feet; thence S89°46'40"W, 15.00 feet to the POINT OF BEGINNING.

Containing 725 square feet, more or less.

Parcel Property I.D. Number: 19-20-30-520-0C00-0000

for the purpose of tying in and harmonizing the elevation of said property with the construction to be undertaken by the GRANTEE on the Lake Emma Road improvement project.

THIS EASEMENT is granted upon the condition that the sloping and/or grading upon the above land shall not extend beyond the limits outlined above, and that all grading or sloping shall conform to all existing structural improvements within the limits designated. Additionally, as to tying in, harmonizing, construction and all other uses to which the property is put by the GRANTEE, at, or upon the completion of work provided herein, the easement area will be restored by the GRANTEE, to the conditions prior to this easement, except for any improvements that may be constructed by the GRANTEE in connection with the use of this easement.

THIS EASEMENT shall expire upon completion of this transportation project, but not later than three (3) years from date of commencement of construction of the Lake Emma Road improvement project; provided, however, that the GRANTEE covenants that existing structures and drainage flow ways and patterns will not be altered or impeded by the GRANTEE in any way.

GRANTOR covenants that GRANTOR is lawfully seized and possessed of the real estate above described and has the right to convey this easement. GRANTOR agrees to provide further assurances to the GRANTEE if necessary.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand and seal, the day and year first above written.

WITNESSES:

REGENCY PARK AT LAKE MARY
CONDOMINIUM ASSOCIATION, INC.

SIGNATURE

PRINT NAME

SIGNATURE

SIGNATURE

STATE OF _____)
COUNTY OF _____)

ADDRESS: 2180 W. State Road 434
Suite 5000
Longwood, Florida 32779-5044

The foregoing instrument was acknowledged before me this ____ day of _____, 2007, by _____, 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: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists; Investment Policy Amendment; and BCC Official Minutes

DEPARTMENT: Clerk's Office

DIVISION:

AUTHORIZED BY: Sharon Peters

CONTACT: Sandy McCann

EXT: 7662

MOTION/RECOMMENDATION:

Approval of Expenditure Lists dated October 29 & November 5 & 13, 2007; and approval of Payroll Lists dated November 1 & 15, 2007; and approval of Investment Policy Amendment; and approval of BCC Official Minutes dated October 23, 2007.

County-wide

Dave Godwin

BACKGROUND:

See attached Clerk's Report

ATTACHMENTS:

1. Clerk's Report 12-11-07

Additionally Reviewed By: No additional reviews

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Expenditure & Payroll Approval Lists; Investment Policy Amendment; and BCC Official Minutes

DEPARTMENT Clerk's Office DIVISION: County Commission Records

AUTHORIZED BY Dave Godwin CONTACT: Sandy McCann EXT. 7662

Agenda Date 12-11-2007 Regular Consent Work Session Briefing

MOTION/RECOMMENDATION

Approval of Expenditure and Payroll Lists.
Approval of Investment Policy Amendment.
Approval of BCC Minutes.

BACKGROUND:

1. Expenditure Approval Lists dated October 29 & November 5 & 13, 2007; and Payroll Approval List dated November 1 & 15, 2007.
2. Investment Policy Amendment.
3. BCC Official Minutes dated October 23, 2007.
4. Clerk's "Received and Filed" - for information only.

Reviewed by:
Co. Att _____
OMB _____
Other _____
DCM _____
CM _____

CLERK' S REPORT
DECEMBER 11, 2007

I. ITEMS FOR CONSIDERATION FROM COUNTY FINANCE

A. EXPENDITURE APPROVAL AND PAYROLL APPROVAL LISTS

Expenditure Approval Lists dated October 29, and November 5, and 13, 2007; and Payroll Approval List dated November 1 & 15, 2007, presented.

ACTION REQUESTED: Motion approving same.

B. INVESTMENT POLICY AMENDMENT

Request Board approval to amend the County Investment Policy regarding Money Market Funds.

ACTION REQUESTED: Motion amending same.

III. ITEMS FOR CONSIDERATION FROM COUNTY COMMISSION RECORDS OFFICE

A. OFFICIAL BCC MINUTES

Request approval of BCC Minutes dated October 23, 2007.

ACTION REQUESTED: Motion approving same.

B. RECEIVED AND FILED - For Information Only.

1. Sixth Amendment to Term Contract RFP-4174-02, Vila & Son Landscaping.
2. Purchase Agreement for Temporary Construction Easement with Hidden Cove Property Owners Association, Inc., as approved per Binding Written Offer on June 12, 2007.
3. Work Orders #54 and #55 to RFP-4214-04.
4. Amendment #1 to RFP-1221-06, MGT of America, Inc.

5. Change Order #1 to CC-1996-07.
6. Work Order #10 to PS-1074-06.
7. Work Order #47 to CC-1267-05.
8. Term Contract IFB-3075-03, Plexus Uniforms.
9. Maintenance Agreement and Letter of Credit in the amount of \$29,148 for Provenance Townhomes.
10. Certificate of Completion for Work Order #9 to CC-1075-06.
11. Change Order #2 to CC-0926-06.
12. Amendment #1 to Work Order #73 for PS-556-00.
13. Basic Contract #M-2721-07, Florida Realty Analysts, Inc.
14. Work Order #10 to RFP-4240-05.
15. First Amendment to PS-1025-06, Hughes Associates, Inc.
16. Certificate of Completion for Work Order #4 to CC-1284-06.
17. Work Order #15 to PS-1529-06.
18. Temporary Construction Easement with Robert W. and Elizabeth D. Witt.
19. Amendment #1 to RFP-60006-06/GMG Term Contract with Cato Environmental Services, Inc.
20. Amendment #3 to IFB-3086-04 Term Contract with Vulcan Signs.
21. Work Orders #11, 12 and 13 to RFP-0225-05.

22. Second Amendment to Litigation Consultant Services Agreement with Gerson, Preston, Robinson & Co., P.A.
23. Amendment #3 to Work Order #50 for PS-5150.
24. Purchase Agreement for Temporary Construction Easement with Brentwood Club Homeowners' Association of Longwood, Inc.
25. Temporary Construction Easements with Michael J. Kott and Suzanne Cornwell; and James G. and Lois S. Craigo.
26. Title Insurance Policy No. A81-0266881, Special Warranty Deed and Corporate Warranty Deed for CR 15 (Monroe Road), Parcel Nos. 100, Aldi (Florida) LLC.
27. Newsletter and Letter to Official Records Customer from Martha O. Haynie, County Comptroller, Orange County regarding automatic ACH debit transfers.
28. Amendment #1 to Work Order #4 for PS-596-01.
29. Amendment #1 to Work Order #5 for PS-596-01.
30. Change Order #5 to CC-0569-06.
31. Amendment #1 to Work Order #17 for PS-0381-06.
32. Change Order #3 to CC-1237-06.
33. Maintenance and Escrow Agreement and Cash Maintenance Bond in the amount of \$1,623 for the project known as Aloma Jancy Animal Hospital.
34. Work Order #13 to CC-1075-06.
35. Work Orders #1 and #2 to CC-2190-07.
36. Conditional Utility Agreements for Water and Sewer Service with Meridian Acquisition

Group, Pinecrest Development, and Heathrow Country Club LLC.

37. Conditional Utility Agreements for Potable and Reclaimed Water and Sewer Service with C & G Markham, Inc.
38. Letter of acceptance and Bill of Sale for Water and Sewer Systems within the project known as Palm Valley Professional Center.
39. Amendments to the Conditional Utility Agreements for Water and Sewer Service with Lakeside United Methodist Church, Inc.
40. Letter of acceptance and Bill of Sale for Potable and Reclaimed Water System within the project known as Olsen Estates.
41. Development Orders for the following as follows: Joseph J. De Paolo, Jr.; Brenda B. & Patrick Duncan; Lois Mae Paulucci Revocable Trust; Daniel & Wendy Spivey; Jerry & Betsy Thornton; Wavie Alloway; Westbrook Davenport; Yougraj BeHarry, Daisey Avenue (Lot 20) and Chinaberry Avenue (Lot 3); Christina & Terry Gentry; R. Goldberg, Trustee; Wildredo Vegas & Evelyn Pedrosa; Kenneth P. & Susan C. Bourgoin; James R. & Lisa J. Palmer; Judith H. Southard; Matt & Andrea Noufer; Charles & Cristhyani Selsor; Alexys A. Oyer; Roxanna C. Garcia; Keith & Sandra Featherston; Anne Austin; and PACE Private Schools, Inc.;
42. Corrective Satisfaction of Second Mortgage for Kathryn Fryer, approved by the Board on July 24, 2007.
43. Addendum #17 to Wekiva Golf Club Townhomes.
44. Addendum #1 to Savannah Park at Heathrow PUD Developer's Commitment Agreement.
45. Satisfaction of Code Enforcement Lien, Case No. 95-32-CEB, for Joel Choate, as approved by the Board on February 27, 2007.

46. Addendum #1 to the Hawthorne Glen PUD Developer's Commitment Agreement.
47. Satisfaction of Code Enforcement Lien, Case No. 06-89-CEB, Phillip J. Brutus, as approved by the Board on July 24, 2007.
48. IFB-600250-07 Contract with All American Aquatics Co.
49. W.O. #2 to PS-0147-05.
50. C.O. #8 to CC-1636-08.
51. W.O. #11 to RFP-0013-06.
52. Amendment #1 to M-2379-07.
53. W.O. #53 to RFP-4214-04.
54. W.O. #22 to PS-0381-06.
55. IFB-600250-07 Contract with Applied Aquatic Management, Inc.
56. Amendment #3 to W.O. #1 to PS-1529-06.
57. Amendment #2 to W.O. #5 to PS-1529-06.
58. W.O. #80 & #81 to PS-5165-04.
59. Proof of publication for VAB Petition hearings for exemptions.
60. W.O. #12 to PS-1075-06.
61. W.O. #56 to RFP-4214-04.
62. IFB-600168-07 Agreement with Helena Chemical Co.
63. W.O. #3 to PS-5186-05.
64. Amendment #3 to W.O. #2 to PS-1020-06.
65. M-2758-07 Contract with Extech.

66. Performance Bond for Veramonte aka Long Pond Subdivision in the amount of \$388,714.
67. W.O. #17 to CC-1075-06.
68. W.O. #5 to RFP-4196-03.
69. W.O. #14 to RFP-0225-05.
70. W.O. #1 to RFP-0996-06.
71. Letter from City of Casselberry Clerk, Thelma McPherson, transmitting a copy of Ordinance #07-1227, Annexation of 380 Oleander Way.
72. W.O. #19 to CC-1075-06.
73. Second Amendment to RFP-4224-04, with Dr. Eddie Delvalle.
74. W.O. #18 to PS-1529-06.
75. W.O. #7, #8, & #9 to PS-1020-05.
76. W.O. #53 to PS-5102-02.
77. 8th Amendment to IFB-3089-04.
78. Maintenance Bond for Delphini Industrial Park in the amount of \$2,897.30.
79. W.O. #18 to CC-1075-06.
80. W.O. #4 to PS-5140-03.
81. IFB-3101-05 Contract with Site secure, Inc.
82. W.O. #44 to CC-1267-05.
83. W.O. #5 to CC-0012-05.
84. W.O. #19 to PS-1529-06.
85. Amendment #1 to W.O. #3 to PS-1529-06.

86. Amendment #1 to W.O. #7 to PS-1529-06.
87. Amendment #1 to M-600259-07.
88. Amendment #1 to W.O. #4 to PS-5185-05.
89. Memorandum from St. Johns River Water Management District RE: 2008 Governing Board Meeting Schedule.
90. Purchase Agreement for Parcel #731B, Lake Emma Road Improvement Project with Ambassador III L.P.
91. W.O. #16 & #17 to PS-5175-04.
92. Florida Domestic Preparedness Grant for WMD/HazMat Response as approved by the BCC on June 12, 2007.
93. W.O. #3, #4, #5, #6, #7 & #8 to CC-1741-07.
94. Development Orders for Board of Adjustment approvals for July 23, 2007 as follows: Bryan & Robyn Schulman #07-3000068; Linda Hersey #07-3000063; William & Kristyn Shaffer #07-3000056; Susan & Randall Hanson #07-3000057; John Foster #07-3000061; Lucindo & Martha Fidalgo #07-3000062; Steven C. & Janet R. Risner #07-3000066; Ryan Gentile #07-3000069; Ronald C. Qualls #07-3000070; Justin King #07-3000071; Cory A. Caslow & Roberta J. Davis #07-3000064; Michael J. & Maria L. Kutz #07-3000072; John J. & Janet E. Fyles #07-3000073; Robert D. & Shannon Dowell #07-30000074; Helen Miller #07-3100008; and Lake Howell Plaza Partnership, LLC #07-3100009.
95. Certified Copy of Satisfaction of Code Enforcement Lien for Edna Swigonski, as approved by the BCC on September 11, 2007.
96. Bids for the following: RFP-600254-07; RFP-2574-07; CC-2702-07; CC-2583-07; CC-2648-07; CD for Bid CC-2648-07; CD for Bid RFP-2251A07; CC-2641-07; and RFP-2251A-07.

F. MATURITY AND LIQUIDITY REQUIREMENTS.

(2) Maximum Maturity on Securities.

<u>Security</u>	<u>Maturity Limit</u>
State Board of Administration (SBA)	N/A
Repurchase Agreements	30 days
Certificates of Deposit	1 year
Treasuries, Agencies, and Instrumentalities	5 years
Mortgage Backed Securities	30 years
<i>Money Market Fund(s) (invested in Government issued or backed Securities only).</i>	<i>N/A</i>

G. PORTFOLIO COMPOSITION.

(1)

<u>Security Type</u>	<u>Portfolio Limitation</u>
State Board of Administration	100 per cent
Repurchase Agreements	5 per cent
Certificates of Deposit	30 per cent
Treasuries, Agencies, and Instrumentalities	100 per cent
Mortgage Backed Securities	30 per cent
Zero Coupon (Strips)	5 per cent
<i>Money Market Fund(s)</i>	<i>100 per cent</i>

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: BAR #08-23 - \$14,152 - Sheriff's Office - Appropriation of Unclaimed Evidence Funds

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters

CONTACT: Penny Fleming

EXT: 6617

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-23 increasing the Sheriff's Office FY 2007/08 budget by \$14,152.

County-wide

Penny Fleming

BACKGROUND:

The Sheriff's Office has now accrued \$14,152 in unclaimed evidence funds, which in accordance with section 705.105, Florida Statutes becomes the property of the Sheriff's Office. The Sheriff's Office does not budget for unclaimed evidence funds in its annual budget since receipt of these funds is totally dependent upon the disposition of cases and therefore may fluctuate significantly from year to year. At such time during the year that these revenues do accrue in a sufficient amount to warrant appropriation by the Board of County Commissioners, an agenda item is prepared. These funds will be utilized within the Sheriff's budget for operating needs within the agency.

STAFF RECOMMENDATION:

The Sheriff's Office recommends the Board approve and authorize the Chairman to execute a Resolution implementing Budget Amendment Request (BAR) #08-23 increasing the Sheriff's Office FY 2007/08 budget by \$14,152.

ATTACHMENTS:

- 1. BAR #08-23

<p>Additionally Reviewed By:</p> <p><input checked="" type="checkbox"/> Budget Review (Ben Crawford, Lisa Spriggs)</p>

2007-R-

BUDGET AMENDMENT REQUEST

FS Recommendation	
K Huffman	11/19/07
Analyst	Date
Budget Manager	Date
Director	Date
08-23	
BAR	

TO: Seminole County Board of County Commissioners

FROM: Department of Fiscal Services

SUBJECT: **Budget Amendment Resolution**

Department: Sheriff's Office

Fund(s): General Fund

PURPOSE: **Appropriation of Unclaimed Evidence Funds to the Sheriff's Office**

ACTION: Approval and authorization for the Chairman to execute Budget Amendment Resolution.

In accordance with Section 129.06(2), Florida Statutes, it is recommended that the following accounts in the County budget be adjusted by the amounts set forth herein for the purpose described.

Sources:

Account Number	Project #	Account Title	Amount
00100.369330		Sheriff-Misc Revenue	14,152
Total Sources			\$ 14,152

Uses:

Account Number	Project #	Account Title	Amount
00100.021000.590963.30		Sheriff's Office-Operating	14,152
Total Uses			\$ 14,152

BUDGET AMENDMENT RESOLUTION

This Resolution, 2007-R-_____ approving the above requested budget amendment, was adopted at the regular meeting of the Board of County Commissioners of Seminole County, Florida _____ as reflected in the minutes of said meeting.

Attest:

Maryanne Morse, Clerk to the Board of County Commissioners

By: _____
Brenda Carey
Chairman

Date: _____

Date: _____

Entered by County Finance Department

Date: _____

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Law Enforcement Trust Fund Expenditure for FY 2007/08 Good Student Incentive Program

DEPARTMENT: Sheriff's Office

DIVISION:

AUTHORIZED BY: Sharon Peters

CONTACT: Penny Fleming

EXT: 6617

MOTION/RECOMMENDATION:

Approval by the Seminole County Board of County Commissioners to contribute \$16,000 from the Sheriff's Law Enforcement Trust Fund to the "Take Stock in Children" Mentoring and Scholarship Program administered by the Foundation for Seminole county Public Schools, Inc. and \$750 to Seminole Community College on behalf of one selected student.

County-wide

Penny Fleming

BACKGROUND:

Since 1995, the Sheriff's Office has utilized Law Enforcement Trust Fund money to recognize one graduating student from each high school in Seminole County; a program referred to as the "Good Student Incentive Program".

Beginning in FY 2002/03, the Sheriff's Office redefined the "Good Student Incentive Program" by joining the "Take Stock in Children" Mentoring and Scholarship Program administered by The Foundation for Seminole County Public Schools, Inc. This program provides deserving low income, at risk students in Seminole County with an opportunity to earn a full scholarship to a college or vocational school. Students are selected for the program in middle school and the student and their parents must sign a contract upon being selected for the program, agreeing to stay drug and crime free, maintain satisfactory grades and exhibit good behavior in school. Selected students are also assigned a mentor, a program volunteer, who meets with the child weekly from middle school through the completion of high school. The mentor becomes a tutor, role model and adviser to the student and helps build the child's foundation on basic values.

The "Take Stock in Children" program has been in place for several years and is considered a huge success. Funding for the program comes from both public and private sources. The Sheriff's Office supports this important program and the contribution of \$16,000 from the Law Enforcement Trust Fund. The donated funds represent \$2,000 toward the scholarship program for each of the eight Seminole County High Schools. The Sheriff's Office will also continue to fund \$750 toward one selected Seminole Community College student, said funds typically matched by the State or the college.

This request complies with Chapter 932.7055(4)(a), Florida State Statutes. The State/Local Forfeiture Fund Cash Balance prior to this commitment is: \$32,745.76.

STAFF RECOMMENDATION:

The Sheriff's Office recommends approval by the Seminole County Board of County Commissioners to contribute \$16,000 from the Sheriff's Law Enforcement Trust Fund to the "Take Stock in Children" Mentoring and Scholarship Program administered by the Foundation for Seminole county Public Schools, Inc. and \$750 to Seminole Community College on behalf of one selected student.

Additionally Reviewed By:

Budget Review (Ben Crawford, Lisa Spriggs)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** RFI-600219-07/BJC - Aeromedical Helicopter Services**DEPARTMENT:** Administrative Services**DIVISION:** Purchasing and Contracts**AUTHORIZED BY:** Frank Raymond**CONTACT:** Betsy Cohen**EXT:** 7112**MOTION/RECOMMENDATION:**

Staff is requesting Board direction on how to proceed regarding RFI-600219-07/BJC - Aeromedical Helicopter Services.

County-wide

Ray Hooper

BACKGROUND:

Seminole County issued a Request for Information as defined in s. 287.012(21), Florida Statutes, with the intention of evaluating the feasibility for the acquisition of aeromedical helicopter services. These services will include an Emergency Medical Services helicopter to primarily be used for emergency scene response within Seminole County and to agencies outside of the County during mutual aid requests. On rare occasions, the helicopter may be utilized for hospital interfacility transport. Seminole County Fire Department is one of the largest fire/rescue departments in Central Florida, responding to over 25,000 emergency calls per year from 15 County fire stations. Also located within Seminole County are six (6) municipal fire departments that operate from an additional 15 fire stations.

The County advertised the project and received two (2) submittals in response to the solicitation. The proposals from Air Methods and Omniflight are contained in the backup. The submittals addressed the following:

Equipment: Type of aircraft proposed, pictures or sketches of Medical Interior, breakdown of communications equipment to be installed in aircraft, confirmation to meet all Florida Department of Health requirements for an Air Ambulance.

Qualifications of Staff: Minimum hiring requirements for pilots and maintenance personnel, initial and recurrent training, number of staff that will be dedicated to the SCFD program.

History of Firm: Number of years in EMS Air Medical services, references and overall safety record for the last five years.

Support Services: Approach of how the aircraft will be serviced; locations of regional service centers to be used and locations of back-up or substitute aircraft and how they will be utilized for the SCFD program. Billing processes that the firm intends to handle to include location of billing center and intended method of reporting revenue generation and patient billing data to the County.

Insurance coverage: Company insurance coverages to include: Workers' Compensation, General Commercial Liability, Business Automobile Liability, and Professional Aviation Liability.

Technical Approach: Staffing of the aircraft's pilot and medical crew, proposed location of the aircraft's base of operation, proposed flight mission profiles (scene, interfacility, regional response, rescue, etc.), Proposed Service area, approach to coverage for Seminole County in the event the aircraft leaves the County including options and costs for dedication to Seminole County, back-up aircraft usage (including maximum guaranteed down times), coverage by network aircraft (including the locations of these aircraft and estimated response time to arrive on scene in Seminole County), the need for any logistical usage of Seminole County assets such as: Dispatching, flight following, crew equipment, and uniforms, medical staffing and medical director coverage, intended handling of medical quality assurance and records.

Fees: Patient billing rate structure, any program subsidy funds expected from the County, any fees to the county for non-medical usage of the aircraft (Aerial observation, Command/Control, and Crew Training).

Term of Agreement: Intended timeframe for the term of the agreement.

All fees are assessed via patient billing and no County subsidy is required. The County intends to issue a Certificate of Necessity for a total period of five (5) years for this service.

On November 11, 2007, the Board of County Commissioners directed staff to compile a matrix to compare additional information from both of the firms. The information is included as part of the backup documents for further evaluation.

STAFF RECOMMENDATION:

Staff is requesting Board direction on how to proceed regarding RFI-600219-07/BJC - Aeromedical Helicopter Services.

ATTACHMENTS:

1. Tabulation Sheet
2. Omniflight Helicopters Proposal
3. Air Method - Life Net Proposal
4. Additional information from both firms

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

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

Project: RFI-600219-07/BJC – Aeromedical Helicopter Services

Date: August 1, 2007

Time: 2:00 P.M.

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

Proposers:

<p>Air Methods Corporation's, Wholly Owned Subsidiary: Rocky Mountain Holdings LLC d/b/a LifeNet</p> <p>7301 S. Peoria Englewood, CO 80112 (800) 433-3555 – Phone (303) 792-7568 – Fax David L. Dolstein</p>	<p>Omniflight Helicopters, Inc.</p> <p>16415 Addison Road Addison, Texas 75001 (972) 776-0130 – Phone (972) 776-0135 – Fax Brian J. Burrell</p>
--	---

Status:

- Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 8/03/2007 at 12:00 PM)
- Evaluation Committee Meeting: August 21, 2007 @ 2pm, CSB, 1101 E. 1st St., Rm. 3223, Sanford, FL
- Award Recommendation: Air Methods Corporation's, Wholly Owned Subsidiary: Rocky Mountain Holdings LLC d/b/a LifeNet – BCC date: 11/13/2007 (Posted 9/24/2007 @ 11:13 AM)



Omniflight Helicopters

Response to RFI

Seminole County Board of County Commssioners

1 August 2007

This response accurately represents the capabilities and intentions of Omniflight Helicopters. The undersigned, on behalf of Omniflight Helicopters certifies that Omniflight understands and has complied with the terms of this RFI. Additionally Omniflight understands that a copy of this cover letter will be included as an exhibit in the final contract.

Primary Orlando Regional Healthcare contact:

Joe Pearce – Program Director
1414 Kuhl Ave, MP 41
Orlando, Florida 32806
321-841-8910

Primary Omniflight Helicopters contact:

Brian Burrell – Regional Manager
990 SouthLakes Way SW
Vero Beach, FL. 32968
772-766-9889
bburrell@omniflight.com

The following individuals may enter into binding agreements with Seminole County:

Steve Plochocki, Chairman/CEO
Gaylan Crowell, Vice Chairman
David Pilotte, CFO

Signature: 
Name: Brian J. Burrell
Title: Regional Manager
Date: 7-31-07



ORLANDO REGIONAL
Level One Trauma Center
AIR CARE TEAM

In partnership with

OMNIFLIGHT

**Response to
Request for Information**

Prepared for

Seminole County Board of County Commissioners

By

**Brian Burrell RN, EMT-P
Regional Manager**

1 August 2007

Omniflight Helicopters

16415 Addison Parkway, Ste 400
Addison Texas 75001
972-715-4614

Executive Summary:

The Air Care Team – Seminole County’s Airborne Level 1 Trauma Center

Orlando Regional Medical Center (“Orlando Regional”), in partnership with, Omniflight Helicopters, Inc. (“Omniflight”) is pleased to present this Response to Request for Information (“Response”). Since 1984, Omniflight and Orlando Regional have operated greater Orlando’s premier air ambulance provider, the Orlando Regional Air Care Team (“the Air Care Team”).

In 23 years, the Air Care Team has transported nearly 19,000 patients and flown over 1.2 million accident free miles, a milestone in the air medical industry. Everyday, from its two bases in the Orlando area, the Air Care Team provides the medical expertise of Orlando Regional’s Level I Trauma Center to the citizens of and visitors to Seminole County. Since 1984, The Air Care Team has been Seminole County’s primary mode of air medical transport. In that time, the Air Care Team has flown nearly 2,000 patients from Seminole County.

The Air Care Team has been a strong partner with all of Seminole County’s EMS agencies. As the primary link between Seminole County’s EMS Services and Orlando Regional’s Level I Trauma Center, the Air Care Team has provided countless hours of educational opportunities and field training to fire departments within the county. This valuable community service has been provided without any cost to the citizens of Seminole County. The ongoing relationship with the Air Care Team providing air medical transport allows local EMS assets to stay within Seminole County providing rapid response to other emergencies.

Air Care Team is an integral part of an organized, multidisciplinary response system that helps patients return to their prior level of function and interaction within society. This continuum of care includes injury prevention, EMS and medical oversight of pre-hospital care, appropriate triage and transport, resuscitation and emergency care, surgical intervention, intensive and general acute care, rehabilitative services, behavioral health, social services, community re-integration plans, and medical care follow-up.

The flight crew members of Orlando Regional’s Air Care Team are stewards in the community and regulatory advocates for the improvement of air medical care at the local and national levels. Memberships and active participation in such organizations as the Association of Air Medical Services, Air and Surface Nurses Transport Association, and the International Flight Paramedics Association are an important aspect of our mission.

The Air Care Team participates and leads team tours for schools, churches and civic groups, field training with EMS providers, community events, and injury prevention programs. Our flight observation program provides the opportunity for our partners in the EMS community, emergency departments, and EMS\ nursing\medical students to fly with our team.

In November 2006, the Air Care Team added a second helicopter to the Orlando market at South Lake Hospital, Clermont. This helicopter allowed us to expand services to transport patients from community hospitals and trauma scenes for specialized treatment and care. Since Orlando Regional’s Air Care Team logs more than 100 flights per month constantly using the organization’s only helicopter, an additional aircraft was needed.

Air Care Team proposes to operate a third helicopter in Seminole County as a mirror to the other two programs it operates in Orange County and Lake County at no cost to the County. The medical flight crew will consist of an Orlando Regional employed Flight Nurse and Flight Paramedic. Omniflight will provide the pilots and mechanics. Air Care Team understands the importance of utilizing Seminole County staff and already employs some, but can not guarantee, to employ paramedics solely out of the Seminole County Fire system. All candidates for employment must meet the minimum standards as set by Orlando Regional. Day to day involvement with the Seminole County Fire Chief and/or designee is of paramount importance for the safety and success of the operation. Both parties will agree to participate in the quality assurance and process improvement initiatives to ensure consistent communications and operations.

A. REQUIRED SUBMITTALS

1. **Request for Information – Page #1 of Packet:** Please see Page # 1 of Packet.
2. **Summary of Litigation:**

- a. *Frank Mendez vs. Native American* – Medical Malpractice claim – This case is in the beginning stage of discovery.
- b. *MedServ AMT and Palmetto Health Alliance vs. Omniflight Helicopters, Inc.* – Breach of Patient Transport and Helicopter Service Agreement claim. This claim is presently in settlement discussions.
- c. *Clark vs. Omniflight* – Age Discrimination Case – Case resulted from termination of employment.

NOTE: Periodically the company is involved in litigation regarding EEOC, billing, or collection cases. These cases are generally settled for nominal amounts.

3. **License Sanctions:** None.
4. **Conflict of Interest Statement:** Please see Conflict of Interest Statement attached.
5. **Compliance with Public Records Laws:** Please see Compliance with Public Records laws attached.

B. QUALIFICATIONS/FEE STRUCTURE

1. Equipment

a. Type of Aircraft Proposed

Omniflight has an excellent relationship with all of the aircraft manufacturers in the air medical industry. Eurocopter products make up the majority of our fleet. Over the past several years there has been a trend toward utilizing single engine aircraft rather than twin. The history of safety and reliability with single engine aircraft have proven that they can be utilized in most all patient transportation scenarios both scene and interfacility critical care.

Omniflight will provide one Eurocopter AS350 (A-Star) model helicopter, configured to accommodate one pilot, two medical crewmembers and at least one patient on a stretcher. The A-Star is currently utilized by Omniflight in several regions, most prevalent in Arizona, Georgia and, most recently, in New Mexico. Omniflight's fleet of A-Stars now exceeds 25 aircraft. Attached at Exhibit B.1. are technical specifications and illustrations of the A-Star.



b. Pictures or Sketches of Medical Interior

Please see the pictures of Medical Interior attached at Exhibit B.1.

c. Breakdown of Communications Equipment to be Installed in Aircraft

Along with a complete avionics package that will include GPS navigation, the aircraft will be equipped with UHF, VHF, 400mhz and 800mhz radio communication equipment that will be compatible with Seminole County's and surrounding departments' systems.

d. Confirmation to Meet all Florida Department of Health Requirements for Air Ambulance Service

The Air Care Team currently meets all Florida Department of Health Requirements for Air Ambulance Service. We will continue to meet these requirements with our Seminole County base of operations.

2. Qualifications of Staff

a. Minimum Hiring Requirements

Medical Crew

For the medical crew, Orlando Regional requires crew members to have a minimum of 5 years of appropriate critical care and scene experience. The average air medical crew member on the Air Care Team has 23 years of direct patient care experience, and maintains the highest educational standards of the industry in Florida.

Pilots

Omniflight will provide four (4) pilots per aircraft. All pilots will meet the current Committee on Air Medical Transport Systems ("CAMTS") Pilot in Command qualifications. Minimum qualifications are; commercial rotorcraft-helicopter certificate with instrument helicopter rating, 2,000 total flight hours, with a minimum of 1,500 helicopter flight hours, at least 1,000 hours as Pilot In Charge in rotorcraft, at least 100 of those hours must be unaided night flight time as Pilot In Charge.

b. Outline of Initial and Recurrent Training

Omniflight Pilot Training Program

<u>Initial Ground Training Curriculum:</u>	<u>Minimum Hours</u>
General Subjects	16.0 hours
Computer Base General Subjects and Aircraft (self pace)	24.0 hours
Night Flight Operations	1.7 hours
Hazardous Materials	2.0 hours
Aircraft Ground	16.0 hours

<u>Initial Flight Training Curriculum:</u>	<u>Minimum Hours</u>
EC135 VFR Flight Training	5.5 hours

<u>Qualification</u>	<u>Minimum Hours</u>
Oral Examination	2.0 hours
EC 135 VFR Check ride	1.5 hours

<u>Recurrent Ground Training</u>	<u>Minimum Hours</u>
Computer Base General Subjects and Aircraft (self pace)	24.0 hours

<u>Recurrent Flight Training</u>	<u>Minimum Hours</u>
EC135 VFR Flight Training	2.0 hours

<u>Qualification</u>	<u>Minimum Hours</u>
Oral Examination	2.0 hours
EC 135 VFR Check ride	1.5 hours

c. Minimum Number of Staff Dedicated to SCFD Program

The Air Care Team's helicopter medical crew of three, consists of Pilot, Flight RN (who is also a Florida Paramedic) and Flight paramedic on each flight. The Air Care Team program in Seminole County will consist of the same crew members. Each flight will be under the medical direction of the Medical Director at Orlando Regional.

3. History of Firm

a. Number of Years in EMS

Air Care Team was established in 1983.

Omniflight was established in 1962. In 1982, Omniflight began EMS aeromedical operations. In 1992, EMS operations became Omniflight's sole focus. Omniflight provides service for a number of the largest, oldest and most successful air medical programs in the country. We are a respected industry leader in safety, maintenance and clinical operations. Our dedication to the patient mission is what drives our programs. Today, Omniflight employs over 900 individuals nationwide, supporting over 20 air medical programs, in nearly 50 locations with over 80 aircraft.

b. Include Up To 3 References that the Firm Has Provided Services to in the Past

Omniflight has a long history of customer service and satisfaction among some of the largest and oldest flight programs in the USA including the Mayo Clinic (1993), MedFlight of Ohio (1982), and LifeLine of Indiana (1984). Contact information for those programs is below:

MAYO AIR MEDICAL TRANSPORT

Luther Hospital 1221 Whipple Street P.O. Box 4105 Eau Claire, WI 54702	Mr. Stu Eickelberger (507) 255-2977
---	--

MEDFLIGHT I

2827 W. Dublin-Grandville Road Columbus, OH 43235	Mr. Rod Crane (614) 791-4400
--	---------------------------------

LIFE LINE

Clarian Health Partners, Inc. Methodist Hospital of Indiana 1701 North Senate Blvd Indianapolis, IN 46206	Mr. John Clark (317) 278-0213
--	----------------------------------

The full listing of all of Omniflight's programs is attached to this Response at Exhibit B.3.b.1. While Seminole County has requested only 3 references, Omniflight welcomes Seminole County to contact any of our programs listed in the Exhibit B.3.b.1. Additionally, during a recent acquisition, Omniflight employed a third party, Bassich & Associates, to evaluate our customer support and service excellence initiatives. An excerpt from that study outlining Omniflight's excellent Customer Satisfaction Ratings is attached at Exhibit B.3.b.2.

c. Five Years Safety Record

In 23 years, the Air Care Team has flown over 19,000 patient missions and 1.2 million accident free miles. Omniflight has been the aviation vendor for all of those missions and miles.

Omniflight has been an industry leader in Safety for over 20 years. Our EMS Safety Record is one of the best in the industry with a Ten year rate per 100,000 hours of 1.84. Omniflight's safety culture has been developed with each of our partnerships in both traditional and independent operations nationwide. The Omniflight Director of Safety has a direct report to the CEO of our organization. This direct report enables

our field safety operations to be monitored, improved and evaluated at the executive level on a consistent basis. In addition to the senior level involvement, the safety culture starts at the ground level of our organization. Each Omniflight employee understands and values the crew resource management aspect of where safety starts. We breed this culture from the first day they join our team and continue to build on that foundation on a consistent and continuous basis.

Omniflight Safety Statistics

Jan 1995 to Jan 2007

- 1995 – No accidents
- 1996 – No accidents
- 1997 – No accidents
- 1998 – No accidents
- 1999 – 11/07/99 - BH206L1 - Loss of Control/ Hover/ Tail Rotor Strike/Hard Landing – No injuries
- 2000 – 07/16/00 - BK117 - Maneuvering/Tail Rotor Strike – No injuries. **Aircraft repaired and returned to service the next day.**
- 2001 – 07/20/01 - BK117 - Fuel Management - 2 serious injuries, 1 minor injury
- 2002 – 09/09/02 - BH 206L1 - A/C Impacted Ground - 4 fatal injuries
- 2003 – No accidents
- 2004 – No accidents
- 2005 – 01/03/05 - EC135 - Training/Loss of Control in Flt. - 1 Minor injury
- 2005 – 09/22/05 – BK117 – Maneuvering / Loss of Control in Flt – No Injuries
- 2006 – No Accidents

Accident rate for Five and Ten Years

Five year Rate per 100,000 flight hours – 2.74

Ten-year rate per 100,000 flight hours – 1.84

Hours flown for five year period – 109,491

Hours flown for ten year period – 217,156

Omniflight's management team believes in the fundamental principle that a zero accident rate regarding its aircraft and employees is both and achievable and sustainable. Our vision encompasses education, assistance and training for management and employees utilizing the systemic approach to safety. By applying systems management techniques to all areas of company operations, we will improve the general safety and health of our employees and customers.

Omniflight also charges the safety department with assisting management in resolving unsafe situations and hazards. Through base safety managers, education, event reports, audits, trend analysis, industrial incident reports, training, aircraft design commonality and employee autonomous actions, the safety department will examine new ways to accomplish its responsibilities.

Features of the Safety Program:

- CEO & President Active Participants
- Corporate Safety Committee
- Safety Department
- Safety Managers
- Employee Training
 - New-Hire
 - Recurrent
 - Management
 - Safety Manager
- Safety Modules Training Course for Safety Managers
- Air Medical Resource
 - Management (AMRM/CRM)

- Base Safety Video Tape Library
- Event Reporting System/Internet
- Monthly Event Report Summary/Internet

- Industry Safety Participation-Air Medical Safety Advisory, HAI, Flight Safety Foundation
- Monthly Safety Meetings/Internet
- Discussion Group/Internet
- Document Library/Internet
- Base
- Safety Bulletin Boards w/Periodicals and Posters
- FAA Wings and Industry Awards and Recognition Programs
- Base Operations, Safety and Maintenance Audits
- Quarterly Safety Conference Calls
- Safety Grams/Internet
- Wellness Program

Omniflight Recognized for Safety: 1999 International AIG Insurance Award

On June 23, 1999, OMNIFLIGHT was presented the first annual Medallion Award by AIG Aviation, Inc. The Medallion Award was created in recognition of the outstanding commitment AIG clients have made to ensure the success of their operation through Safety.

Gray Toulmin, AIG Aviation's Senior Vice President presented the etched crystal award by saying, "OMNIFLIGHT is the very first helicopter operator and medical provider to receive this prestigious award. OMNIFLIGHT has distinguished itself in areas such as operational methods and procedures, an established safety program, training procedures, management experience and commitment to further the goals of the organization."

4. SUPPORT SERVICES

A. Include thorough explanation of how the aircraft will be serviced; include locations of regional service centers to be used and locations of back-up or substitute aircraft and how they will be utilized by the SCFD program.

Facilities and Operations

Seminole County's program will be supported from our headquarters in Addison, Texas, and our Regional Maintenance facility in Atlanta, Georgia. This support includes additional technical personnel, backup aircraft, logistics and heavy maintenance.

Operational support will come from Addison. Aircraft records, status sheets, technical issues, quality control guidance, training and standards, check airmen, FAA 135 support, human resources, accounting, logistics and safety administration.

Centralized Maintenance Capabilities

Omniflight's program of service centers and service agreements include Agusta Aerospace, American Eurocopter, Bell Helicopters, Pratt & Whitney, Allison and Lycoming. Our close proximity to AEC, Turbomecca, and Bell enhances our ability to support these aircraft. The main facility in Addison has a full avionics staff and possesses a test cell for engine overhauls.

All Part 135 operators are required to maintain and inspect their aircraft in accordance with FAR Part 135.419, or Approved Aircraft Inspection Program (AAIP). Omniflight's program is a dynamic process enhanced and supported by the Technical Reliability System. The AAIP is constantly being revised with FAA approval to reduce out-of-service time while maintaining the highest standards for aircraft inspection and maintenance. While much of the required maintenance can be done on-Base, all major maintenance procedures are done at the maintenance facility in Addison, Texas or Atlanta, Georgia.

Technical Reliability System

Omniflight has invested significant resources in developing its Technical Reliability Program. The goal of this program is to identify and reduce the direct operating costs of each aircraft by reducing **unscheduled** maintenance.

Unscheduled maintenance has the greatest operational impact on an aviation service provider. It also has many associated secondary costs (customer frustration, depletion of back-up aircraft, increases in priority shipping, etc.) All aircraft parts and systems eventually degrade. The key to reducing unscheduled maintenance is the capability to recognize what systems or components are degrading and/or failing at an unacceptable rate. Once a pattern is discerned, preventive maintenance procedures can be implemented to reduce or eliminate premature part removals. In some cases, discernment of a pattern will be shared with the aircraft's manufacturer to develop permanent solutions to the technical problem.

Omniflight's Technical Reliability system tracks the components of every aircraft in its fleet and identifies technical problems specific to that aircraft. Reduction or elimination of the problem identified by the system results in less out-of-service time, greater mission flexibility and reduced operating costs.

The database of this system is extensive, with more than 150,000 flight hours, which has allowed Omniflight to identify technical problems related to specific types of aircraft. By working with the manufacturer, solutions to these problems have been implemented at their level with a positive impact for the entire industry.

Inspection Management System

The Inspection Management System is an automated management tool for manufacturer and regulatory inspection task requirements. It provides for:

- Instant forecasting of upcoming inspection labor requirements
- Dynamic selection of tasks to meet the need
- Real time compliance recording for each task as it is accomplished, and
- The Field Technician may stop and print compliance documents for signature at any time, resulting in very close to continuous in-service time.

Inspection Management Specialists code all applicable task requirements into the system. The process is called Requirements Maintenance. A file containing these records is installed on field computers at original issue. Revisions are forwarded to field locations on floppy disk as required.

Inspections tasks are selected, presented, and compliance recorded on the field computer. The field computer produces a compliance report for signature and posting in the aircraft logbook. This report is retained in archive records until superseded. Aircraft maintenance specialists with the aid of computer experts developed the Inspection Management System. This is an important distinction in a market full of products developed by computer specialists with little "real world" expertise. The system works, and it was optimized to meet the needs of the maintenance professional.

The Inspection Management System has been field tested in one of the most demanding environments known, our own fleet of air medically equipped aircraft. If it works well for us, it will work well for you.

Maintenance Support

The Director of Maintenance is responsible for all maintenance activities in the field. He supervises the Customer Support Team that works directly with the Maintenance Technicians assigned to each program to ensure quality maintenance is provided on-Base. The Director ensures all maintenance operations completed on Omniflight aircraft are conducted in compliance with Federal Aviation Administration regulations and manufacturer's specifications.

Logistics Support

A network of qualified maintenance professionals who are on-call twenty-four hours a day, seven days a week supports the on-Base Maintenance Technicians. Personnel are on-call to retrieve and ship parts and other personnel are on-call to provide additional expertise for maintenance problem solving.

In addition to an on-Base inventory of parts that is maintained for the unique needs of each aircraft and its maintenance history, there is a major inventory stock at the main facility in Addison, Texas and our Regional Maintenance Base in Columbus, Ohio. Any part that is not available at either location can be personally retrieved and shipped from the nearby manufacturer in Texas.

Maintenance:

All Omniflight aircraft are maintained in accordance with an FAA Approved Aircraft Inspection Program (AAIP). The AAIP encompasses inspection requirements for airframe, engine and optional items installed on each aircraft. In addition to the manufacturer's requirements, Omniflight may mandate additional inspection items depending upon the operating environment or operational history.

Scheduling, completion and tracking of scheduled maintenance is accomplished utilizing specialized software, regularly scheduled meetings/conference calls and general discussions and verbal communication.

Copies of the aircraft status report and/or maintenance planner are available to Seminole County at any time. A copy of the aircraft status report is always kept with the aircraft. A copy of the maintenance planner is available through the designated Lead Technician.

Maintenance Tracking:

Omniflight tracks any scheduled maintenance requirements utilizing a computer based system(s). The systems tracks the following items, but not limited to:

- Inspections
- Servicing
- Overhaul Life
- Retirement Life
- Airworthiness Directives
- Service Bulletins
- Etc.

The system produces two reports

1. A report that depicts all scheduled maintenance items.
2. A report that depicts items coming due within a specified period of time (typically 100 flight hours, 300 cycles, 30 days) which provides the following information (but not limited to)
 - Report Date
 - Current Aircraft Time
 - Part Number
 - Description
 - Due date/time
 - Serial Number
 - Document Number
 - Interval
 - Time since new
 - Remaining
 - Due time/date
 - Etc.

Completing Maintenance:

Checklists are utilized to insure that all scheduled maintenance is complied with in accordance with manufacturer's, FAA, Omniflight and other accepted/approved data.

Each time a scheduled maintenance item is completed, the Technician completing the work completes a maintenance entry in the daily maintenance record. Upon completion of the maintenance entry the maintenance records are compiled and sent to the Omniflight Records Department and reviewed for accuracy and then entered into the computer tracking system. This transfer of data to the Omniflight Records Department may occur via two methods, Electronic scanning and email transmission and postal service. Upon a successful review of the maintenance completed the system will credit the maintenance action and reset the next due time/date. Once the data is entered, the system will produce an updated status report which is then emailed to the aircraft location for printing and placement in the aircraft daily maintenance record.

SCHEDULING:

Minor and/or local scheduled maintenance is reviewed on a daily basis by the Pilot in Command and the Maintenance Technician. In areas working within a multiple aircraft system or region, the assigned Lead Technician will coordinate the maintenance event to minimize any conflicts of multiple aircraft being out of service at one time.

Omniflight maintains a computer generated "Maintenance Planner". This maintenance planner predicts when a scheduled maintenance event will occur. The "Maintenance Planner" takes into account the following factors:

- Current Date
- Current Aircraft Hours/Cycles
- Due Date/Time of Maintenance Event
- Historical (or projected) Flight Volume

The report generated by the maintenance planner depicts the projected date of the maintenance event. Each week, Omniflight holds a maintenance planning meeting in which all applicable maintenance Managers, Supervisors, and Lead Technicians participate in a conference call to review the maintenance plan to determine backup aircraft needs, tools, equipment, and/or additional maintenance support.

Shared Back-up Aircraft

The purpose of Omniflight's back-up aircraft is for the total support of our programs needs. The back-up aircraft are scheduled one year in advance for the support of scheduled maintenance. They are also used for unscheduled maintenance events, training of the program personnel and when available for Public Relation requirements of our customers.

Each week, representatives of Omniflight's Customer Support Team, Flight Operations, Training, Planning, and Maintenance Teams have a meeting and discuss all upcoming scheduled maintenance on our fleet aircraft. We ensure all known scheduled, unscheduled, training and public relation requirements can be fulfilled. We reschedule maintenance and shift resources as required to meet all of our objectives. A new back-up aircraft planner is generated from discussions in this.

Omniflight Helicopters provides a system of company owned and dedicated state-of-the-art back-up helicopters for the hospitals we serve. Back-up contingency plans for our programs, as with all of our hospital-based clients, include:

- Immediate notification of actual or impending downtime by our Base manager to the Director of Operations and Director of Maintenance.
- Immediate analysis of the situation and the formulation of a plan by the Director of Maintenance, Field Maintenance Supervisor and Field Base Maintenance Technician.

- Direct consultation to both the Base Manager and hospital program management to provide the lowest possible downtime for the hospital's primary aircraft. Often, shipping parts and/or sending additional maintenance personnel to the hospital promptly can best achieve this. At other times, downtime will be minimized by the immediate dispatch of the replacement helicopter.
- If scheduled or unscheduled maintenance required the aircraft to be out of service for more than 24 consecutive hours, a back-up helicopter shall be provided.
- Back-up helicopters used to support the SCFD transport program are based at both our Columbus, Ohio and Atlanta, Georgia Regional Maintenance Facilities. These aircraft are designed to support the programs in the region but are not identical to the primary assets on site.

Back up aircraft of like type, will be provided after 48 hours of out of service time.

4. SUPPORT SERVICES

B. Include any patient billing processes that the firm intends to handle and an explanation of the intended billing process to include: location of billing center and intended method of reporting revenue generation and patient billing information to the County.

Patient Billing Process Center

Omniflight currently performs all the billing for Air Care Team, from Patient Billing Process Center located in Arizona at 6402 E. Superstition Springs Blvd., Ste. 224, Mesa, AZ 85206. Omniflight does not outsource billing operations to other organizations other than those owned and/or operated by Omniflight. Fee structures are commensurate with other programs in the region and across the nation. Omniflight follows the trends set forth by Medicare, Medicaid and 3rd party insurance providers to set its charges and billing fees. These charges are reviewed and updated on an as needed basis. Unless a specific request is made by the County for information regarding a specific flight, Omniflight does not intend to report revenue generation information to the County. However, Omniflight does work with its referring counties to provide timely insurance information concerning patients, in accordance with HIPAA regulations. Omniflight will provide patient demographic information to the County to assist the County in the County's billing and collection efforts for any patients transported by the County's ground service.

5. INSURANCE COVERAGE – Include breakdown of company insurance coverages to include: Worker's Compensation, General Commercial Liability, Business Automobile Liability, and Professional Aviation Liability

Omniflight shall procure and maintain over the term of this Agreement the following types and amounts of insurance: (1) commercial general liability insurance in the amount of at least \$50,000,000.00 combined single limit for bodily injury and property damage per occurrence. Coverage shall include broad form property damage and personal injury; and (2) professional liability insurance in the amount of \$5,000,000.00 per occurrence and in the aggregate. Worker's Compensation will be provided in accordance with the requirements of the State of Florida.

6. TECHNICAL APPROACH

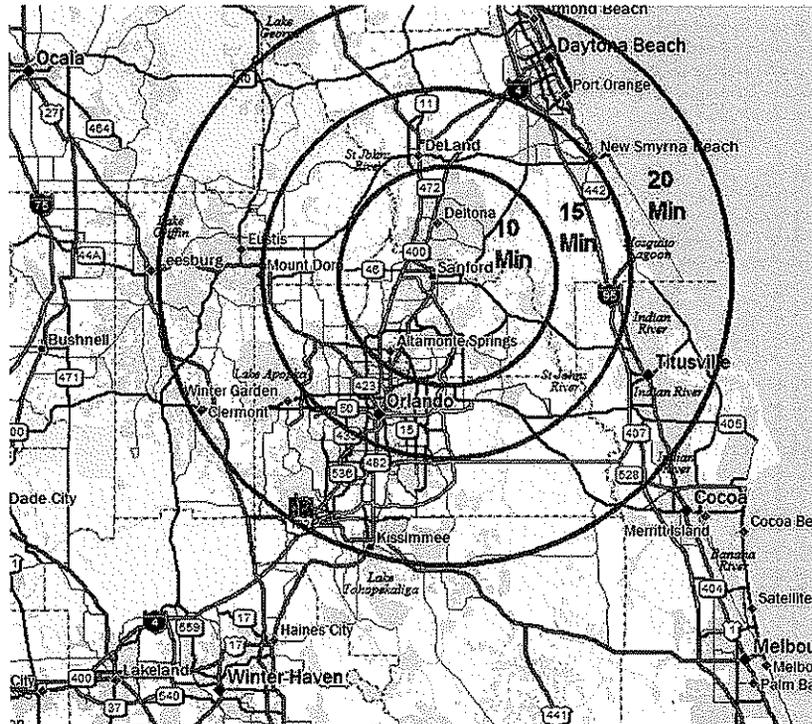
A. Provide a thorough explanation of the proposed operational structure/model for the program.

Staffing: *Air Care Team proposes to operate a helicopter in Seminole County as a mirror to the other two programs it operates in Orange County and Lake County at no cost to the County.* The Team will consist of an Orlando Regional employed Flight Nurse and Flight Paramedic. Omniflight will provide the pilots and mechanics. Air Care Team understands the importance of utilizing Seminole County staff and already employs some, but can not guarantee, to employee Paramedics out of the Seminole County Fire system. All candidates for employment must meet the minimum standards as set by Orlando Regional. Day to day involvement with the Seminole County Fire Chief and/or designee is of paramount importance

for the safety and success of the operation. Both parties will agree to participate in the quality assurance and process improvement initiatives to ensure consistent communications and operations.

Base Location and Service Area:

The most logical and best strategic position for the SCFD base is the Sanford Airport. There is hangar/ramp space as well as accommodations for the crew available. Air Care Team/Omniflight would be interested in the possibility of negotiating for and utilizing Seminole County's existing hangar and crew space if it is available. The range of the aircraft is approximately 150 nautical miles. However, the majority of the calls for service will be within a 40 nautical mile radius of the Sanford Airport. The primary service area will be all of Seminole, N.E. Orange, N.E. Lake, and SW Volusia counties. The Illustration below describes in 5 minute increments the flight time within the primary service area.



Mission Profiles:

Currently Air Care Team services Seminole county with scene response and interfacility transport. System wide the breakdown by percentage is 60% scene and 40% interfacility. Air Care Team's highly trained and experienced crews will be more than capable of responding to all calls for service within Seminole County. Air Care Team has a long history of responding to MCI events within Seminole County and the entire Central Florida Region. The Seminole County base would be a part of the overall trauma and regional emergency response system.

Dispatch:

Air Care Team operates a fully functional air medical Communications Center and Transfer Center out of Orlando Regional Hospital. Their local Communication Specialists are highly trained and experienced. They work well with other Communication Centers in the region. On the national level, an Air Care Team Communication Specialist was recently elected to the NACCS Board of Directors. Calls for service will be answered and flights coordinated via the Communication Center in Orlando.

Medical Director:

Air Care Team currently uses a board certified Emergency Physician based at Orlando Regional as their medical director for both existing bases in Orange County and Lake County. He would continue his involvement with the team in Seminole County. Standing order protocols, policies and procedures will be made available to the Seminole County EMS Medical Director for his review.

Quality Assurance:

Air Care Team utilizes the resources and expertise of the Orlando Regional quality assurance program. They perform 100% chart review with a QA tool that triggers further review of charts based on predetermined criteria. The Air Care Team medical staff provides the highest level of pre-hospital medical care available.

7. FEES:

Seminole County shall not be liable or otherwise responsible for any costs related to Omniflight serving or transporting Seminole County patients or third parties.

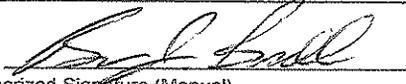
8. TERM OF AGREEMENT:

An agreement between Air Care Team / Omniflight and Seminole County will be effective for a term of five (5) years from the date last signed by the parties, unless terminated, cancelled, or extended as otherwise provided.

CONCLUSION

Omniflight an Orlando Regional are proud of the history of the Air Care Team. The Air Care Team has been providing timely patient transports to the citizens of Orlando and Seminole County for nearly a quarter of a century.

As with the existing Air Care Team programs, SCFD's Air Care Team will begin Level I Trauma care every time the SCFD Air Care Team is requested by one of Seminole County's EMS agencies or arrives at the scene of an emergency or requested to transport a critically ill patient from one of the four referring medical centers. This is a time proven air medical transport model. We look forward to working with Seminole County to base the Air Care Team within Seminole County for the citizens and visitors.

SUBMIT INFORMATION TO: Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771 PURCHASING AND CONTRACTS DIVISION	REQUEST FOR INFORMATION and Respondent Acknowledgment
Contact: Betsy J. Cohen, CPPB 407-665-7112 – Phone 407-665-7956 - Fax bcohen@seminolecountyfl.gov	RFI-600219-07/BJC Request for Information Aeromedical Helicopter Services
Submittal Due Date: August 1, 2007 Submittal Due Time: 2:00 P.M.	Location of Public Opening: County Services Building, Room #3208 1101 E. 1st Street, Sanford, Florida 32771
Respondent Name: Omniflight Helicopters Inc	Federal Employer ID Number or SS Number: 75-2192527
Mailing Address: 16415 Addison Rd.	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: Addison, Texas, 75001	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership <input type="radio"/> Proprietorship <input type="radio"/> Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: Texas	Typed Name: Brian J. Burrell
Telephone Number: 972-776-0130	Title: Regional Manager - Florida
Toll Free Telephone Number: (800)	Date: 8-01-07
Fax Number: 972-776-0135	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

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

Attachment B
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. Respondents 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 response 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 submittal 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: Omniflight Helicopters Inc.

Authorized representative (printed): Brian J. Burrell

Authorized representative (signature): 

Date: 07-26-07

Project Number: RFI-600219-07/BJC

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Exhibit B.1.
Specifications of A-Star and Photos of Medical Interior

General Data <i>at sea level</i>	AS350 B2	AS350 B3
Empty Weight of Standard Aircraft	2,690 lbs.	2,716 lbs.
Maximum Takeoff Weight	4,960 lbs.	4,960 lbs.
Useful Load	2,270 lbs.	2,244 lbs.
Maximum Takeoff Weight . . .with <i>External Load</i>	5512 lbs.	6172 lbs.
Usable Fuel Capacity . . . <i>Standard Tank</i>	143 gal.	143 gal.
Baggage Compartment Volume	35.3 cu.ft.	35.3 cu.ft.
Power Plant	1 Turbomeca Arriel 1D1	1 Turbomeca Arriel 2B1
Cabin Volume	105.94 cu.ft.	105.94 cu.ft.
Standard Seating Capacity	1 + 5	1 + 5

Performance Data

Never Exceed Speed	155 kts.	155 kts.
Fast Cruise Speed	133 kts.	140 kts.
Maximum Range <i>with no reserves</i>	360 nm.	359 nm.
Maximum Endurance <i>with no reserves</i>	4.4 hrs.	4.2 hrs.
Hover In Ground Effect Ceiling (<i>5 ft. skid height</i>)	9,850 ft.	13,285 ft.
Hover Out of Ground Effect Ceiling	7,550 ft.	11,200 ft.
Takeoff Power Per Engine	732 shp.	847 shp.
Rate of Climb (<i>all engines operative, MCP</i>)	1,675 fmp.	1,979 fmp.

Exterior Dimensions

Overall length with blade in front	42.45 ft.	42.45 ft.
Minimum width with all blades	26.50 ft.	26.50 ft.

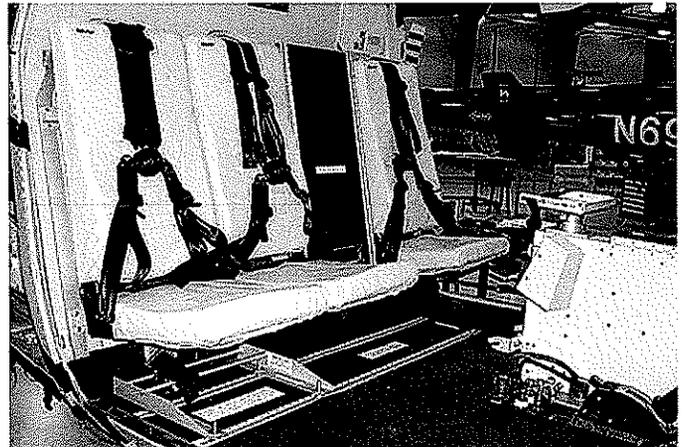
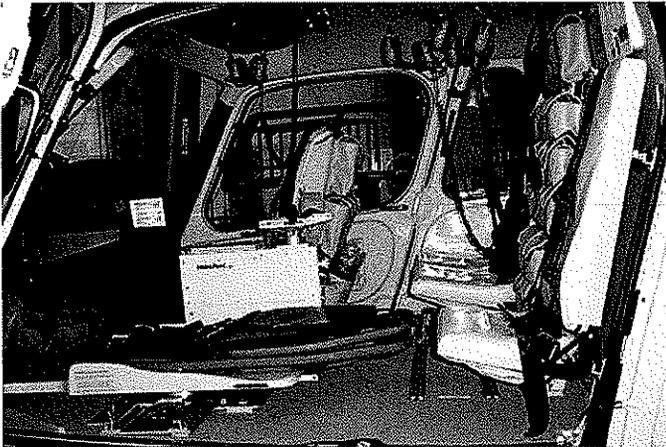
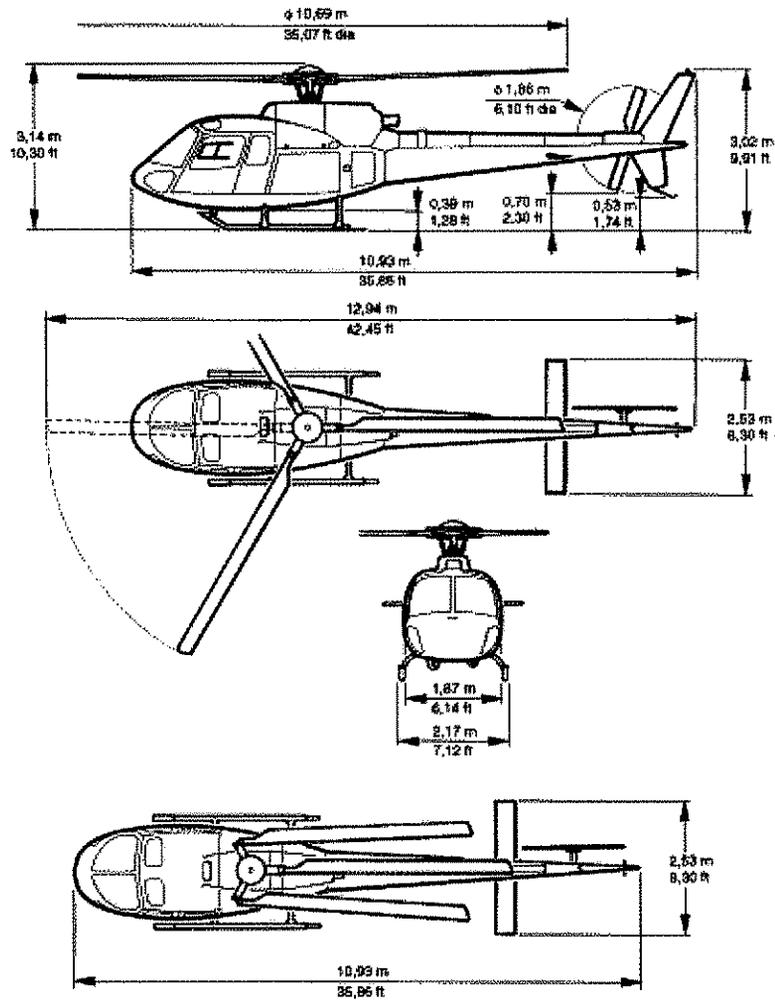


Exhibit B.3.b.
Current Omniflight Supported Air Medical Programs

*Indicates Independent Provider Model Programs

PROGRAM	AIRCRAFT	CONTACT	START
Northwest Texas Healthcare System 1501 S. Coulter Amarillo, Texas 79175	BK117A-4	Ms. Jean Whitehead (806) 354-1631	Apr 03
Alabama LifeSaver * OMNI Transport Systems, LLC 1557 Walnut Hill Circle Birmingham, AL 35234	Bell 206 L-4 Bell 206 L-3(2)	Ms. Lynda LaRue (205) 502-6919	May 01
MEDUCARE* Medical Univ of South Carolina 171 Ashley Avenue Charleston, SC 29425	BK-117 A-4	Mr. Ron Reid (843) 792-9901	July 87
Carolina LifeCare* Myrtle Beach, South Carolina	Bell 206 L-3	Mr. Ron Reid (843) 792-9901	Sept 05
PEGASUS University of Virginia Health Sciences Center 304 Bowen Loop Charlottesville, VA 22911	Agusta 109E	Mr. Robert Knox (434) 978-4426	Sept 96
UNIVERSITY AIR CARE Health Alliance of Greater Cincinnati 3200 Burnet Avenue Cincinnati, OH 45229	BK-117 B-1 (2)	Mr. Dudley Smith (513) 585-5001	Jan 03
MEDFLIGHT I 2827 W. Dublin-Grandville Road Columbus, OH 43235	BK-117 B-2	Mr. Rod Crane (614) 791-4400	July 97
MEDFLIGHT IV 47879 Paper Mill Road Coshocton, OH 42812	EC-135P2	Mr. Rod Crane (614) 791-4400	Jan 93
MAYO AIR MEDICAL TRANSPORT Luther Hospital 1221 Whipple Street P.O. Box 4105 Eau Claire, WI 54702	BK-117 B-2	Mr. Stu Eickelberger (507) 255-2977	July 93
Lutheran Hospital 7950 West Jefferson Blvd. Fort Wayne, IN 46804	BK-117 A4	Mr. Kevin Wellman (260) 435-7212	May 04
LIFE LINE Clarian Health Partners, Inc. Methodist Hospital of Indiana 1701 North Senate Blvd Indianapolis, IN 46206	BK-117 A-3 (2)	Mr. John Clark (317) 278-0213	Oct 84
MEDFLIGHT V 225 Elyria Street Lodi, OH 44254	BK-117 A-4	Mr. Rod Crane (614) 791-4400	Dec 98

MAYO AIR TRANSPORT SERVICE Mayo Foundation St. Mary's Hospital 3090 Airport Road South Mankato, MN 56001	BK-117 (3)	Mr. Stu Eickelburger (507) 255-2977	Oct 84
MEDFLIGHT II 2827 W. Dublin-Granville Road Marysville, OH 43235	EC-135P2	Mr. Rod Crane (614) 791-4400	Sept 82
NATIVE AMERICAN AIR * 6001 S. Power Road Mesa, AZ 85206	BELL 206L3 (3) (480) 988-3840 AS 350B2 (6) AS 350B3 (4) A119 PC-12 (4) Citation V	Mr. Lee McCammon	May 97
NIGHTINGALE 600 Gresham Drive Norfolk, VA 23507	BK-117 A4	Ms. Genemarie McGee (757) 668-2500	Feb 82
AIR CARE TEAM Orlando Regional 1414 South Orange Avenue Orlando, FL 32806	BK-117 B-1 BELL 206L4	Mr. Joesph Pearce (407) 843-5783	Oct 84
MAYO AIR TRANSPORT SERVICE Mayo Foundation St. Mary's Hospital 1216 S.W. Second Street Rochester, MN 55901	BK-117 C-1	Mr. Stu Eickelberger (507) 255-2977	Oct 84
FLIGHT CARE Saint Mary's Hospital 830 S. Jefferson Avenue Saginaw, MI 48601	BK-117 A-4	Mr. Shane Hunt (989) 776-8574	March 87
RESCUE AIR 1* PPO Box 2257 Kennesaw, GA 30150	AS350B2 (5)	Ralph McDaniel (770) 590-8118	August 06
LIFESTAR Memorial Healthcare System 4700 Waters Avenue Savannah, GA 31414	BK-117 A-3	Mr. Rick Shores (912) 350-8841	June 85
CareFlight Community Medical Center 2827 Fort Missoula Road Missoula Montana (Independent provider model)	AS350B3	Dale Dallman 406-327-4140	Sept 05
CAREFLIGHT McKenna Hospital 800 East 21st Street Sioux Falls, SD 57117-5045	BELL 222 UT	Ms. Francie Miller (605) 322-2077	June 86
MEDFLIGHT III 110 West 2nd Street Wellston, OH 45692	EC-135P2	Mr. Rod Crane	May 86

Exhibit B.3.b.2.

EXECUTIVE SUMMARY EXCERPTS FROM A CUSTOMER AND INDUSTRY ANALYSIS STUDY SUBMITTED TO ANTARES CAPITAL BY BASSICH & ASSOCIATES, INC. COVERING OMNIFLIGHT AND NATIVE AIR

Survey of Customer Satisfaction

Recently during an acquisition,

Strength of Omniflight's Customer Relationships

- Omniflight has very strong customer relationships
- Average rating for overall customer satisfaction: 4.9 (out of 5)
- Average security rating: 5.0 (out of 5)

Omniflight has very strong customer relationships. An average rating of 4.9 for overall customer satisfaction places Omniflight in the top 99th percentile of companies that Bassich has studied. While Bassich's study sample of 4 Customers is too small to be statistically relevant, Bassich believes that most of Omniflight's customers of hospital-based programs are likely as pleased with the Company's performance as those covered in this study. Hospital customers of air medical service typically sign long-term contracts that last more than 5 years. Therefore they are very meticulous in their evaluation of suppliers and only sign contracts with suppliers once they are certain that all aspects of supplier performance meet their standards. Customers are highly satisfied with Omniflight because it continually provides them with the safe, reliable, cost-effective and accountable service that they desire. Because Omniflight's services are often part of high-cost, life-or-death medical situations, Customers keep a very close eye on the Company's performance and would detect any weaknesses in Omniflight's performance. However, Customers contacted by Bassich report none, with the exception of Mayo Air Transport, which would like Omniflight to enlarge its fleet of back-up aircraft ¹. It is also worth noting that Bassich did not contact Customers who chose other suppliers instead of Omniflight, and therefore the results are biased towards positive views of Omniflight.

Omniflight's average security rating of 5.0 places it in the top 99th percentile of companies that Bassich has studied, though the statistical relevance of Omniflight's average is much lower than that of most companies that Bassich evaluates. As a result of its long-term contracts with Customers, the security of these relationships is greater than those in most of Bassich's studies. In Omniflight's industry, supplier changes may require altering a contract and could cause Customers significant difficulty in transitioning from one supplier to another, given the sensitive nature of the services involved.

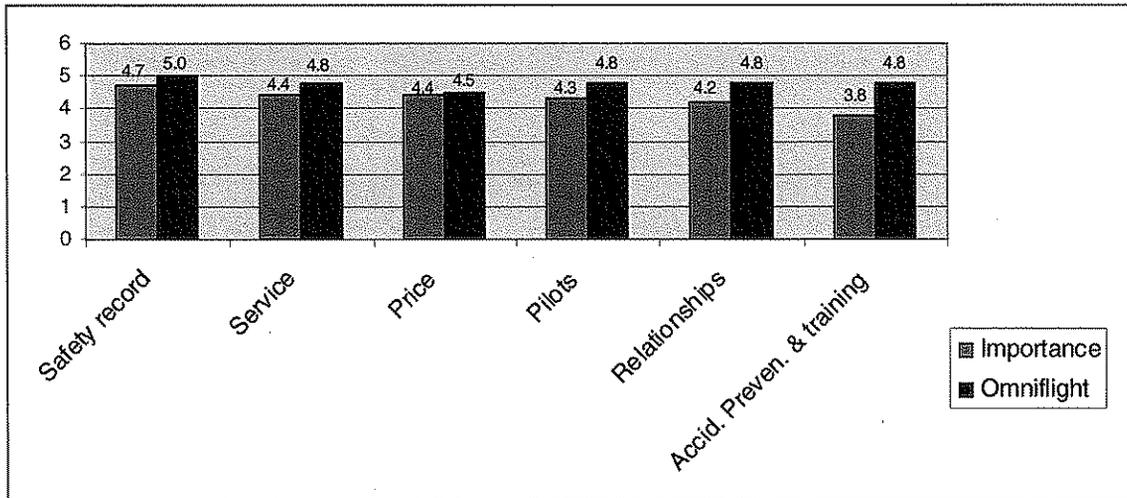
Omniflight's Security with Customers and Overall Customer Satisfaction

Omniflight's average rating for overall customer satisfaction was 4.9. All Omniflight customers contacted by Bassich rated Omniflight a "4.5" or "5" on overall customer satisfaction, which shows that it consistently meets all of their key needs. They report no significant weaknesses in Omniflight's performance and are confident that they are receiving the best available air medical transport service.

Omniflight's average rating for security was 5.0. None of the Customers contacted by Bassich reports any threat to Omniflight's business, which, in many cases, is locked up in long-term contracts that have several years remaining on them.

¹ Yet despite this concern, the Customer gave Omniflight the highest possible rating in overall satisfaction and security.

Key Purchase Decision Factors and Omniflight's Performance



Air Methods, LifeNet Letters of Interest to Seminole County



**Aeromedical Helicopter Service
RFI-600219-07BJC**

JULY 31, 2007

Request for Letters of Interest – Direct Responses

Answers in blue

A. REQUIRED SUBMITTALS:

1. Request for Information – Page #1 of Package

- **Name of Individual, Partnership, Company, Corporation submitting a response;**
- **Signature(s) or representative(s) legally authorized to bind the Respondent.**
- **Address, Telephone Number, Fax Number and all required information.**

SEE ATTACHMENT 1 FOR REQUEST FOR INFORMATION AND RESPONDENT ACKNOWLEDGEMENT FORM

2. Summary of Litigation:

Air Methods and Rocky Mountain Helicopters have been in business for a combined period of over 50 years. During this time there has been litigation that has included labor, regulatory, accident and medical issues. It would be difficult to produce such a list. We can state that there is no current litigation that jeopardizes the corporation's financial stability, insurance limits or ability to meet any of the conditions of this proposal. We will be happy to discuss any of these areas during oral presentations.

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

None

4. Conflict of Interest Statement: Complete the "Conflict of Interest Statement" included in this RFI documents as indicated.

See ATTACHMENT 2

5. Compliance with the Public Records Law: Complete form included in this package.

See ATTACHMENT 3

B. QUALIFICATIONS / FEE STRUCTURE:

The Firm must present information addressing each of the following areas or clearly indicating that they will not be part of the proposed program model.

1. Equipment

A. Type of aircraft proposed

Eurocopter EC 130. AMC operates the largest fleet of aircraft in the US and other options are available and open for discussions.

B. Pictures or sketches of Medical Interior

See ATTACHMENT 4

C. Breakdown of communications equipment to be installed in aircraft.

Aircraft will have radios capable of communicating on any frequency or system required. Our standard radio complement include two aviation radios, two navigation radios, satellite tracking, and a Technosonic radio which is configurable to operate on any 800 system and in all frequency bands.

D. Confirmation to meet all Florida Department of Health requirements for an Air Ambulance.

Air Methods has a license in good standing with the Florida Department of Health. See ATTACHMENT 5.

2. Qualifications of Staff

A. Minimum hiring requirements for pilots and maintenance personnel.

See ATTACHMENT 6

B. Outline of initial and recurrent training

See ATTACHMENT 7

D. Minimum number of staff that will be dedicated to the SCFD program

5 Nurses

5 Paramedic

1 mechanic

4 Pilots

3. History of Firm

A. Include number of years in EMS Air Medical services

Air Methods Corporation was established in Colorado in 1982 and now serves as the largest provider of air medical emergency transport services and systems throughout the United States of America. We provide air medical emergency transport services under two separate operating models: the Community-Based Model (CBM) and the Hospital-Based Model (HBM). In October 2002, we acquired 100% of the membership interest of Rocky Mountain Holdings, LLC (RMH), which conducted both CBM and HBM operations. RMH, Mercy Air Service, Inc. (Mercy Air), and LifeNet, Inc. (LifeNet) operate as wholly-owned subsidiaries of Air Methods.

B. Include up to three references that the firm has provided similar services to in the past.

Director Raymond Chatlos, Polk County EMS (863) 519-7400

Chief Jim Judge, Lake-Sumter EMS, (352) 516-1532

Timothy Cook, CEO, Osceola Regional Hospital, (407) 846-7951

C. Overall safety record for the last five years

We have one of the highest safety records in the industry today. Air Methods logs over 100,000 a year of flight time. Our accident rate is a fraction of the national average. One of the best indicators of safety and true evaluations of safety would be to look at insurance rates and coverage. Air Methods still can carry \$50,000,000. We have an in house safety Department that reports directly to the CEO of the Company.

4. Support Services

A. Include thorough explanation of how the aircraft will be serviced; include locations of regional service centers to be used and locations of back-up or substitute aircraft and how they will be utilized for the SCFD program.

We have regional service centers in Jacksonville, Griffin Georgia and plan one for Orlando area.

We operate with a 7:1 spare to in-service aircraft ratio. Maintenance is performed on a continuous basis to minimize out of service time. Any time scheduled maintenance is done, a spare is provided. We have one dedicated spare for the Orlando area. We also have back up aircraft in North Florida, South Florida and Georgia.

Should we be out of service for an extended period, we would either use our back-up aircraft or move another system aircraft to cover. We actively manage our fleet in much the same way as you would do move ups. We would move Leesburg to a location that would meet the "Standard of Response Coverage" that we collectively develop.

We developed other systems using this active approach. It is based on the Commission on Fire Accreditation International's "Standard of Response Coverage" principals. How this translates into reliability is remarkable. In one County alone, one year, where we shared the County equally with another provider we only missed 3 flights that year and the other provider missed 300 flights.

The main idea is to determine what our standard benchmarks will be and then measure by zone response time performance. With this measurement we can determine if coverage is adequate in amount of concentration, distribution and location.

Ideally we would an additional aircraft in the Orlando area to create a net of coverage. It may be necessary at some point to add another base in the middle

of the system. We are currently working with other Counties in the Orlando area.

- B. Include any patient billing processes that the firm intends to handle and an explanation of the intended billing process to include: location of billing center and intended method of reporting revenue generation and patient billing data to the County.

Our billing process would include patient data gathering from the county's EMS/FD agencies as well as the county hospitals. All billing would be directly to the patients and their guarantors. The information would be gathered by our flight crews and sent to our billing specialists in our national communications center in Omaha Nebraska. The billing division would be responsible for initial invoicing, insurance process and collections. We would propose to have a relationship between our billing departments and share billing and collections information as appropriate and permitted by law. If possible, we would provide the county quarterly reports on revenue generation and patient billing data.

5. Insurance coverage
See Attached 8

6. Technical Approach

- A. Provide a thorough explanation of the proposed operational structure/model for the program. This must include the subjects of:

1. Staffing of the aircraft's pilot and medical crew (include any provisions for utilizing Seminole County Fire Dept. Flight Paramedics)

Each aircraft is staffed with one pilot, one critical care nurse, and one paramedic.

To accomplish this 24/7:

- Each of our aircraft is assigned 4 pilots. Relief pilots are available from other programs if needed.
- The medical crews work 24/48 hour shifts with a "Kelly" day. This requires 3 full time and 2 part time personnel in each position. Part time nurses and paramedics cover Kelly days, vacation and other staffing needs. For our Paramedic coverage we are willing to provide a stand alone program hiring Seminole County Fire Department's Paramedics directly on their off time or contract with the County for Paramedic Coverage.
- Each aircraft is assigned 1.5 FTE of mechanic coverage and each aircraft has one permanently assigned mechanic.

2. Proposed location of the aircraft's base of operation (include provisions for

crew quarters)

TBD. We utilize a variety of locations to operate an aircraft base. This includes hospitals, airports, fire district substations, EMS substations. Crew quarters would be determined by the agreement/location of the operation. These may be provided through a lease agreement or provided by Air Methods/LifeNet through our standard modular building.

3. Proposed flight mission profiles (scene, interfacility, regional response, rescue, etc.)

The primary flight mission for Seminole county would be scene response. This aircraft would also be utilized for inter-facility transfers as well as a mutual assist aircraft in our system model.

4. Proposed Service area. (if applicable, include an estimation of time that the aircraft will be out of Seminole County and not available for scene responses)

We would respond to any request in Seminole County. Utilizing a type of system status approach, we would develop benchmarks for response times and reliability. Initially we would propose 90% of the time we are on scene within 15 minutes and 99% of the time within 20 minutes. Flight times for our aircraft including the Orange County aircraft are:

- Seminole Aircraft 0-5 minutes
- Orange County 10 minutes
- Lake County aircraft 20 minutes.
- Osceola County aircraft 20 minutes.

Similar to a Fire Department if resources become depleted in one area we would move up aircraft to a central location. Our Bartow base is 30 minutes flight time but if all the north east bases were not available we would move up to Orlando as a central location. Additionally we have agreements with Bayflite, who operates 4 aircraft to move up and cover our base when we move up.

5. Firm must address coverage for Seminole County in the event the aircraft leaves the County. This should include:

- a1. options and costs for dedication to Seminole County.

We could discuss this option but we believe this gives less coverage and more cost. An estimate would be 1-2 million per year in subsidy.

- b1. Back-up aircraft usage (including maximum guaranteed down times)
See #4

- c1. Coverage by network aircraft (including the locations of these aircraft and

estimated response time to arrive on scene in Seminole County)

See #4 above and see ATTACHMENT 11 for map of Florida Air Methods or CJ systems aircraft. On July 31st, 2007 Air Methods announced a definitive agreement to acquire 100% of the outstanding common stock of FSS Airholdings, Inc. (parent company of CJ Systems Aviation Group, Inc. or "CJ"). CJ is one of the largest private companies providing air medical transport services in the country and provides these services under both the community-based and hospital-based service delivery models, utilizing a fleet of over 113 helicopters and fixed-wing aircraft. Headquartered near Pittsburgh, PA, CJ has a significant maintenance and overhaul facility located on site. Press release is ATTACHMENT 12.

6. Firm must address the need for any logistical usage of Seminole County assets such as: Dispatching, flight following, crew equipment, and uniforms.
No need for any county assets.

7. Firm must address medical staffing and medical director coverage.

Medical staffing would be accomplished in accordance with 6A1 above.

LifeNet would contract under separate agreement with Medical Director. In each program surrounding Seminole County, LifeNet contracts with local EMS medical director as follows:

- Lake County Dr Geeslin
- Polk County Dr White
- Osceola County Dr Dalton

8. Firm must address intended handling of medical quality assurance and records.

See LifeNet standard for QA and medical record handling in ATTACHMENT 9

7. Fees

A. Firm should address patient billing rate structure

Currently LifeNet's Lift off fee is \$8,979.02 and \$83.61 a loaded mile.

B. Firm should address any program subsidy funds expected from the County
No county subsidy would be requested.

C. Firm should address any fees to the county for non-medical usage of the aircraft
(Aerial observation, Command/Control, and Crew Training)

Any flight time that we could relate to LifeNet, would be at no cost
(Landing Zone Training, crew training, etc...) Our goal would be to work
with the County to determine an amount of time that would meet any of

the County's needs with a nominal charge to offset our "costs" and then place that amount of time into the contract. An estimate would be \$1,250 an hour.

8. Term of Agreement

- A. Firm should address the intended timeframe for the term of the agreement
5 years

0447

STATE OF  FLORIDA

DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL SERVICES
AIR AMBULANCE SERVICE LICENSE

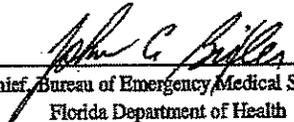
This is to certify that ROCKY MOUNTAIN HOLDINGS L.L.C. DBA LIFENET
Name of Provider

7301 SOUTH PEORIA STREET, ENGLEWOOD, CO 80112
Address

has complied with Chapter 401, Florida Statutes, and Chapter 64E-2, Florida Administrative Code, and is authorized to operate as an
INTERFACILITY/PRE-HOSPITAL

Air Ambulance Service
Type of Service
Air Ambulance Service subject to any and all limitations specified in applicable Certificate(s) of Public Convenience and Necessity and/or Mutual Aid Agreements for the County(ies) listed below:

BAKER, CLAY, COLUMBIA, DUVAL, GILCHRIST, JACKSON, LEON, NASSAU, OKALOOSA, OSCEOLA, POLK, ST. JOHNS,
SUMTER, SUWANNEE, WALTON
County(ies)


Chief, Bureau of Emergency Medical Services
Florida Department of Health

Date 07/02/2007 Expires 03/30/2008

This certificate shall be posted in the above mentioned establishment

ATTACHMENT 5 - Florida License

 Air Methods





ATTACHMENT 6 – Job Description

AIR METHODS CORPORATION
LifeNet Subsidiary

POSITION TITLE: Flight Paramedic
LOCATION / DEPT: LifeNet Subsidiary
DATE APPROVED: 01/15/04
DATE REVIEWED/REVISED: 10/10/05

NUMBER: 0200
TITLE CODE: OPSFLTPMC

SUMMARY: Provides high quality pre-hospital advanced life support including assessment, triage, and treatment utilizing standards and guidelines established by LifeNet Medical Director(s) within scope of practice; assesses the nature and extent of illness and injury to establish and prioritize care needed for safe transport of the critical patient to the appropriate facility working in collaboration with flight nurse partner; is qualified to provide care for patients across the life-span in assigned clinical area; responsible for carrying out the mission and goals of LifeNet assuring that safety remains the highest priority throughout the transport continuum.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Provides pre-hospital advanced life support care from the initial contact until patient care is relinquished to the accepting medical facility; maintains thorough patient care documentation.
- Practices within his/her scope of practice as defined by the states regulating each base and LifeNet.
 - Maintains competency in knowledge and psychomotor skills by participating in ongoing laboratory and clinical experiences. Communicates educational needs to the Medical Base Supervisor and Medical Education Coordinator.
 - Maintains documentation of required licensure, certifications, continuing education, aviation and safety training, OSHA and HIPAA training, clinical rotations, and advanced procedures.
 - Attends minimum of six educational programs per year pertinent to his/her practice.
- Knowledgeable in use and routine maintenance of all equipment and supplies used by LifeNet. Responsible for reporting medical equipment failures and taking initial steps to insure repair of equipment as directed. Maintains adequate supplies onboard aircraft to deliver patient care. Keeps aircraft clean and orderly to insure rapid response to all transport requests.
- Maintains positive interpersonal relationships with colleagues, EMS representatives, hospitals and the public.
 - Participates in patient and referring institution follow-up.

- Participates in planned outreach marketing and education activities.
- Functions as a medical flight member.
 - Attends pre-mission briefings and mission debriefings and completes necessary documentation.
 - Assists in pre-mission liftoff checklist and assists pilot as requested, i.e., radio, navigational, and visual observation activities. Complies with safety standards to assure safety of self, medical personnel, patient, and equipment.
 - Serves as a flight resource to neonatal/pediatric personnel when transporting specialty patients by helicopter.
- Performs advanced skills and procedures as approved by LifeNet Medical Director(s).
- Serves as a role model, educator and clinical resource.
 - Acts as a preceptor and/or participates in orientation of new employees and students as assigned.
 - Acts as a liaison and communicates program goals and objectives.
 - Participates in continuing and outreach education programs.
 - Conducts aircraft safety briefings as needed.
 - Maintains awareness of current issues related to pre-hospital care through participation in professional activities, i.e., national, state legislative--elected or appointed.
- Participates regularly in departmental activities, projects and committees.
 - Attends and participates in meetings according to established departmental guidelines.
 - Develops standards and guidelines related to the flight program as assigned.
 - Participates in departmental quality improvement activities as assigned.
 - Undertakes and maintains projects as assigned (to include research and publishing opportunities).
- Other duties as assigned.

QUALIFICATIONS: The qualifications listed are representative of those required to successfully fulfill job responsibilities, but may include program-specific qualifications not listed. Contact local program representative for additional requirements.

Required:**Education:**

High School Diploma

Experience:

Minimum three years experience in a busy 911 system

Licenses & Certificates:

Registered EMT-P licensed in state(s) served

National Certification may be required to meet state licensure requirements

Current certifications in BLS/CPR; ACLS; BTLS or PHTLS; and PALS or equivalent

Advance trauma course: auditing of (1) of the following is acceptable TNCC, ATLS, or TNATC within 6 months of hire (Please note a skills lab must accompany all of the above mentioned advanced trauma courses)

NRP if program provides high-risk OB and/or neonatal transports within 6 months of hire

Preferred:**Education:**

Bachelor's degree in health-related field

Experience:

Previous critical care transport experience

Flight Experience

License & Certificates:

Specialty certification: FP-C is required within two years of hire

RELATIONSHIPS:**Reports To:**

Medical Base Supervisor, Medical Manager

Interfaces To:

Medical Director

Supervisees:

None

COMPETENCIES: Competency in advanced practice skills as defined by Medical Director(s) and Medical Standards and Guidelines.

SKILLS: Skills as required to practice as a paramedic as defined by assigned state scope of practice and advanced practice skills as defined by Medical Director(s) and Medical Standards and Guidelines.

PHYSICAL DEMANDS: Physical demands described here are representative of those that must be met by an employee to successfully perform essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing duties of this job, the employee is regularly required to use hands to perform medical procedures and assessments, reach with hands and arms, and speak and hear. The employee is frequently required to sit. The employee is required to stand, walk, climb or balance, stoop, kneel, crouch or crawl, and smell. The employee is required to maintain adequate physical conditioning to be able to perform job duties. Job duties are often performed at high stress levels requiring employee to function effectively and independently while maintaining good working relationships with partners, patients, and customers.

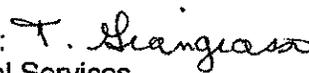
The employee must frequently lift and/or move up to 80 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT: Work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

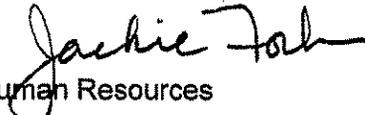
While performing duties of this job, the employee frequently works near moving mechanical parts and in outside weather conditions; and is frequently exposed to blood-borne pathogens or airborne particles, fumes and gases, electrical and chemical hazards, and vibrations/turbulence. Pre-employment and annual physicals will be provided to include appropriate immunizations as required, back screening, and a PPD skin test for tuberculosis.

The noise level in the work environment is usually loud, requiring hearing protection while in-flight, and at a moderate level when in the hospital environment. Pre-employment and annual audiograms will be provided to monitor for hearing loss. Noise attenuation devices will be provided to all employees, but it is the employee's responsibility to utilize these devices to prevent hearing loss.

FLSA STATUS:

LifeNet
Approved By: 
Title: Medical Services

Air Methods
Approved By: 
Title: Senior VP LifeNet Subsidiary

Air Methods
Approved By: 
Title: VP of Human Resources

AIR METHODS CORPORATION
LifeNet Subsidiary

POSITION TITLE: Flight Nurse
LOCATION / DEPT: LifeNet Subsidiary
DATE APPROVED: 01/15/04
DATE REVIEWED/REVISED: 10/10/05

NUMBER: 0100
TITLE CODE: OPSFLTNR

SUMMARY: Provides high quality nursing care including assessment, triage, and treatment utilizing standards and guidelines established by LifeNet Medical Director(s); assesses the nature and extent of illness or injury to establish and prioritize the care needed for safe transport of the critical patient to the appropriate facility; is qualified to provide care for patients across the life span in his/her assigned clinical area; responsible for carrying out the mission and goals of LifeNet assuring that safety remains the highest priority throughout the transport continuum.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Provides nursing care from the initial contact until patient care is relinquished to the accepting medical facility; maintains thorough patient care documentation.
- Practices nursing within his/her scope of practice as defined by the states regulating each base and LifeNet.
 - Maintains competency in knowledge and psychomotor skills by participating in ongoing laboratory and clinical experiences. Communicates educational needs to the Medical Base Supervisor and Medical Education Coordinator.
 - Maintains documentation of required licensure, certifications, continuing education, aviation and safety training, OSHA and HIPAA training, clinical rotations, and advanced procedures.
 - Attends continuing education programs pertinent to his/her area of practice.
- Knowledgeable in use and routine maintenance of all equipment and supplies used by LifeNet. Responsible for reporting medical equipment failures and taking initial steps to insure repair of equipment as directed. Maintains adequate supplies onboard aircraft to deliver patient care. Keeps aircraft clean and orderly to insure rapid response to all transport requests.
- Maintains positive interpersonal relationships with colleagues, EMS representatives, hospitals and the public.
 - Participates in patient and referring institution follow-up.

- Participates in planned outreach marketing and education activities.
- Functions as a medical flight member.
 - Attends pre-mission briefings and mission debriefings and completes necessary documentation.
 - Assists in pre-mission liftoff checklist and assists pilot as requested, i.e., radio, navigational, and visual observation activities. Complies with safety standards to assure safety of self, medical personnel, patient, and equipment.
 - Serves as a flight resource to neonatal/pediatric personnel when transporting specialty patients by helicopter.
- Performs advanced skills and procedures as approved by LifeNet Medical Director(s).
- Serves as a role model, educator and clinical resource.
 - Acts as a preceptor and/or participates in orientation of new employees and students as assigned.
 - Acts as a liaison and communicates program goals and objectives.
 - Participates in continuing and outreach education programs.
 - Conducts aircraft safety briefings as needed.
 - Maintains awareness of current issues related to pre-hospital care through participation in professional activities, i.e., national, state legislative-elected or appointed.
- Participates regularly in LifeNet activities, projects and committees.
 - Attends and participates in meetings according to established departmental guidelines.
 - Develops standards and guidelines related to the flight program as assigned.
 - Participates in departmental quality improvement activities as assigned.
 - Undertakes and maintains projects as assigned (to include research and publishing opportunities).
- Other duties as assigned.

QUALIFICATIONS: The qualifications listed are representative of those required to successfully fulfill job responsibilities, but may include program-specific qualifications not listed. Contact local program representative for additional requirements.

Required:**Education:**

Graduate of an accredited School of Nursing

Experience:

Minimum three years critical care/emergency nursing experience

Licenses & Certificates:

Current RN license(s) for states of practice

EMS or MICN certification/licensure as required by state regulations

Current certifications in BLS/CPR; ACLS; TNCC/BTLS/PHTLS; and PALS or equivalent

Specialty certification (CFRN, CCRN, CEN) required within two years of hire

Advance Trauma Course requirement: (1) of the following certifications are acceptable: TNCC, ATLS, or TNATC within 6 months of hire. (Please note a skills lab must accompany all of the above mentioned advanced trauma courses)

NRP if program provides high-risk OB and/or neonatal transports within 6 months of hire

Preferred:**Education:**

BSN or Bachelors degree in health-related field

Experience:

Pre-hospital experience

Flight Experience

License & Certificates:**RELATIONSHIPS:****Reports To:**

Medical Base Supervisor, Medical Manager

Interfaces To:

Medical Director

Supervisees:

None

COMPETENCIES: Competency in advanced practice skills as defined by Medical Director(s) and Medical Standards and Guidelines.

SKILLS: Skills as required to practice nursing as defined by assigned state scope of practice and advanced practice skills as defined by Medical Director(s) and Medical Standards and Guidelines.

PHYSICAL DEMANDS: Physical demands described here are representative of those that must be met by an employee to successfully perform essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing duties of this job, the employee is regularly required to use hands to perform medical procedures and assessments, reach with hands and arms, and speak and hear. The employee is frequently required to sit. The employee is required to stand, walk, climb or balance, stoop, kneel, crouch or crawl, and smell. The employee is required to maintain adequate physical conditioning to be able to perform job duties. Job duties are often performed at high stress levels requiring employee to function effectively and independently while maintaining good working relationships with partners, patients, and customers.

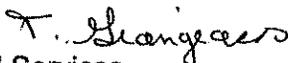
The employee must frequently lift and/or move up to 80 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

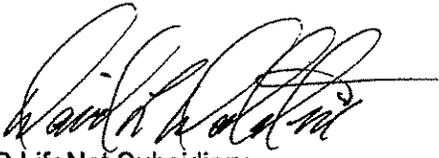
WORK ENVIRONMENT: Work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing duties of this job, the employee frequently works near moving mechanical parts and in outside weather conditions; and is frequently exposed to blood-borne pathogens or airborne particles, fumes and gases, electrical and chemical hazards, and vibrations/turbulence. Pre-employment and annual physicals will be provided to include appropriate immunizations as required, back screening, and a PPD skin test for tuberculosis.

The noise level in the work environment is usually loud, requiring hearing protection while in-flight, and at a moderate level when in the hospital environment. Pre-employment and annual audiograms will be provided to monitor for hearing loss. Noise attenuation devices will be provided to all employees, but it is the employee's responsibility to utilize these devices to prevent hearing loss.

FLSA STATUS:

LifeNet
Approved By: 
Title: Medical Services

Air Methods
Approved By: 
Title: Senior VP LifeNet Subsidiary

Air Methods
Approved By: 
Title: VP of Human Resources

AIR METHODS CORPORATION
LifeNet Subsidiary

POSITION TITLE: Medical Base Supervisor
LOCATION / DEPT: LifeNet Subsidiary
DATE APPROVED: 01/15/04
DATE REVIEWED/REVISED: 09/29/05

NUMBER: 0300
TITLE CODE: MEDBASSPVR

SUMMARY: Responsible for oversight of daily operations of assigned base(s); supervises personnel and coordinates activities of LifeNet medical personnel; assists management team in implementation and enforcement of new and existing LifeNet standards; performs duties of active flight crew member.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Coordinates daily activities of LifeNet medical staff.
 - Provides duty schedule and assures proper medical coverage for all shifts at assigned base(s) (monthly schedule, ill call coverage, vacation coverage, approves schedule changes).
 - Reviews payroll for accuracy and overtime issues, submits ERPA forms for ill and vacation times.
 - Receives feedback related to flight issues/concerns; resolves issues/concerns and/or refers to appropriate person for resolution.
 - Recommends and implements changes to improve efficiency and effectiveness of program performance.
 - Assigns responsibilities and projects to medical crew members.
- Supervises LifeNet medical staff.
 - Serves as a role model for provision of advanced level medical care.
 - Maintains and monitors medical crew licensure, certifications, clinical requirements, OSHA training and testing, and advanced procedures tracking.
 - Insures medical crew members receive appropriate medical attention and follow-up for work-related injuries and exposures utilizing occupational health provider, submits appropriate worker's compensation paperwork to Medical Manager.

- Interviews candidates and provides input for hiring decisions in collaboration with the interview committee.
- Assists in completion of new employee orientation in collaboration with Medical Education Coordinator.
- Prepares and collaborates with Medical Manager and Medical Education Coordinator to complete annual employee evaluations.
- Initiates initial disciplinary action (verbal warning with appropriate documentation) for administrative and behavioral deficiencies in collaboration with Medical Manager and HR. Refers ongoing deficiencies requiring further disciplinary action to Medical Manager. Refers all clinical deficiencies to Medical Manager and/or Medical Education Coordinator.
- Delegates assignments and holds medical employees accountable for project completion.
- Functions as a resource for dissemination of new information and problem resolution.
- Assures proper use, maintenance, and repair of equipment and supplies. Participates in the evaluation of new equipment/supplies. Oversees inventory and supplies at base level.
- Assists Medical Manager in developing and revising standards.
- Participates in Quality Assurance and Improvement through systematic problem identification, and collaborates with the Medical Manager to correct deficiencies and to evaluate implemented change. Assists with chart review and QA/QI data collection as assigned.
- Actively seeks Public Relations and Outreach Education opportunities for assigned base(s) service area. Participates in local EMS/hospital/advisory committees as LifeNet representative.
- Oversees maintenance and organization of crew quarters. Assures that assigned base(s) meets regulatory agency requirements, safety standards, and infection control policy.
- Administers Ride-Along program, if applicable.
- Maintains all requirements and fulfills all essential functions of a flight crew member.
- Other duties as assigned.

QUALIFICATIONS: The qualifications listed are representative of those required to successfully fulfill job responsibilities, but may include program-specific qualifications not listed. Contact local program representative for additional requirements.

Required:

Education:

Meets qualifications of Flight Nurse or Flight Paramedic, as applicable

Position Title: Medical Base Supervisor

Title Code: MEDBASSPVE

Experience:

One year previous flight experience

Licenses & Certificates:

Meets qualifications of Flight Nurse or Flight Paramedic, as applicable

Preferred:**Education:**

Bachelor's degree in business or health-related field

Experience:

Previous management/supervisory experience

Excellent communication, public relations, computer, and staff development skills

License & Certificates:

Specialty certification (CFRN, CCRN, CEN, CF-P, CCEMT-P)

RELATIONSHIPS:

Reports To: Medical Manager

Interfaces To: Medical Education Coordinator, Medical Operations

Coordinator, Aviation staff & manager

Supervisees: Medical personnel

COMPETENCIES: Competency in advanced practice skills as defined by Medical Director(s) and Medical Standards.

SKILLS: Skills as required to practice nursing or paramedicine (as applicable) as defined by assigned state scope of practice and advanced practice skills as defined by Medical Director(s) and Medical Standards. Strong leadership and supervisory skills.

PHYSICAL DEMANDS: Physical demands described here are representative of those that must be met by an employee to successfully perform essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing duties of this job, the employee is regularly required to use hands to perform medical procedures and assessments, reach with hands and arms, and speak and hear. The employee is frequently required to sit. The employee is required to stand, walk, climb or balance, stoop, kneel, crouch or crawl, and smell. The employee is required to maintain adequate physical conditioning to be able to perform job duties. Job duties are often performed at high stress levels requiring employee to function effectively and independently while maintaining good working relationships with partners, patients, and customers.

The employee must frequently lift and/or move up to 80 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.

Position Title: Medical Base Supervisor

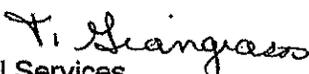
Title Code: MEDBASSPVF

WORK ENVIRONMENT: Work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing duties of this job, the employee frequently works near moving mechanical parts and in outside weather conditions; and is frequently exposed to blood-borne pathogens or airborne particles, fumes and gases, electrical and chemical hazards, and vibrations/turbulence. Pre-employment and annual physicals will be provided to include appropriate immunizations as required, back screening, and a PPD skin test for tuberculosis.

The noise level in the work environment is usually loud, requiring hearing protection while in-flight, and at a moderate level when in the hospital environment. Pre-employment and annual audiograms will be provided to monitor for hearing loss. Noise attenuation devices will be provided to all employees, but it is the employee's responsibility to utilize these devices to prevent hearing loss.

FLSA STATUS:

LifeNet
Approved By: 
Title: Medical Services

Air Methods
Approved By: 
Title: Senior VP LifeNet Subsidiary

Air Methods
Approved By: 
Title: VP of Human Resources

Line Pilot Job Description:

Hospital or Community based VFR Helicopter EMS Operations

Requirements:

- Commercial & Instrument License in category.
- ATP rating in category preferred.
- Medical Certificate – Class I or II per contract requirements.
- 24 months recency of flight experience is preferred.
- Proficient in VFR programs.
- College degree from an accredited institution is preferred.
- Excellent interpersonal skills.
- Ability to work respectfully and collaboratively with others.
- Desire to be part of a team.
- Must live within the geographical location of the base (i.e., an approximate driving time of one hour).
- Ability to conduct activities requiring lifting, carrying, pushing or pulling on a frequent basis up to 80 pounds.

Flight Hour Requirements (all in category):

- 2000 hours total time (with a minimum of 1500 hours in category - "rotor wing").
- 1000 rotor wing PIC hours.
- 50 rotor wing instrument hours (**actual or hood**).
- 500 rotor wing turbine hours.
- 100 rotor wing unaided night hours.

Aircraft: AS-350

A training contract will be required.

We are proud to be an EEO/AA employer M/F/D/V. We maintain a drug-free workplace and perform pre-employment substance abuse testing.

Line Pilot Job Description:

Hospital or Community based VFR Helicopter EMS Operations

Requirements:

- Commercial & Instrument License in category.
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Aircraft: AS-350

A training contract will be required.

We are proud to be an EEO/AA employer M/F/D/V. We maintain a drug-free workplace and perform pre-employment substance abuse testing.

Job Description:

AIRCRAFT = BK-117

A Line Mechanic is responsible for ensuring program aircraft are maintained to airworthiness standards prescribed by applicable regulations, airworthiness directives, company policies, and good practices.

Qualifications:

- Ensures aircraft is maintained in an airworthy condition.
- Ensures aircraft, ground support equipment, and work areas are maintained to company standards of cleanliness and appearance.
- Ensures all required maintenance manuals and documents are in order.
- Coordinates with Field Maintenance Supervisor(s) to ensure timely acquisition of parts and tooling.
- Ensures efficient scheduling of field maintenance.
- Ensures all maintenance records are accurate and in accordance with applicable FARs and company policies.
- Ensures company maintenance records are submitted to the principal business office in a timely manner.
- Ensures program parts and supplies inventory is accurate and sufficient.
- Ensures accountability for all expendable items.
- Ensures all used core parts, unneeded new parts, and support equipment is returned to the proper departments in a timely manner.
- Attends monthly company staff meetings.
- Attends program meetings.
- Assists program marketing efforts.
- Performs other duties as assigned by the Aviation Service Manager or Field Maintenance Supervisor

Requirements:

- FAA Airframe and Powerplant certificate as prescribed by FAR 65.
- High school diploma or GED.
- Associates degree preferred.
- Must meet recent experience requirement of FAR 65.83.
- At least 2 years experience maintaining turbine powered aircraft.
- Factory or equivalent training on the assigned make and model aircraft preferred.
- Must be knowledgeable of FARs, General Operations Manual, Safety Program, and assigned aircraft maintenance manuals.
- Maintain harmonious and cooperative relations with the program members, other company members, patients and guests.
- Maintains confidentiality of information deemed confidential.
- Communicates effectively with pilot and medical teams.
- Effective oral and written communication skills.
- Sound judgment and objectivity in decision-making.
- This position requires the ability and/or willingness to work days, nights, weekends, scheduled days off, overtime and to be on-call.

Environment:

The assigned work environment may include hospitals and/or airports. The expected environment includes outdoor operations in most all weather condition during all times of the day or night.

We are proud to be an EEO/AA employer M/F/D/V. We maintain a drug-free workplace and perform pre-employment substance abuse testing.

ATTACHMENT 7 – Medical Crew Training

AIR METHODS CORPORATION
LifeNet Subsidiary

ADMINISTRATIVE STANDARD: Initial & Continuing Medical Education **NUMBER:** 2400
LOCATION / DEPT: LifeNet Subsidiary **CODE:** ADMCONTMEDEDU
DATE APPROVED: 11/23/04
DATE REVIEWED/REVISED: 10/10/05

PURPOSE: To establish minimum standards for initial and continuing medical education which will assist in ensuring clinical preparedness and competency.

STANDARD: In addition to the Air Methods/Life Net Subsidiary job descriptions, LifeNet views the following as the minimum initial and continuing education requirements for all full-time and part-time medical transport personnel that deliver direct patient care aboard a company aircraft. These requirements are in alignment with CAMTS standards.

PROCEDURE:

All medical personnel will successfully complete an initial comprehensive orientation program that will consist of the following:

DIDACTIC COMPONENT

1. Advanced airway management
2. Altitude physiology /stressors of flight
3. Aircraft fundamentals and safety to include radio communications for aircraft and EMS and crew resource management
4. Cardiac emergencies to include acute coronary syndrome (ACS), cardiogenic shock, twelve lead ECG interpretation, arrhythmia recognition, valvular dysfunction, aortic emergencies, hypertensive emergencies, and pericardial tamponade
5. Environmental emergencies to include hyper/hypothermia, near drowning, and electrical injuries
6. Hazardous materials recognition and response
7. Hemodynamic monitoring, pacemakers, automatic implantable defibrillator (AICD), intra aortic balloon pump (IABP), central lines, pulmonary and arterial catheters, ventricular assist devices (VAD), and extracorporeal membrane oxygenation (ECMO)
8. High risk obstetrical emergencies to include preterm labor (PTL), pregnancy induced hypertension (PIH), placenta previa, abruptio placenta, HELLP syndrome and emergency childbirth
9. HIPPA training
10. History of air medicine, philosophy and indications for transport

Administrative Standard: Initial and Continuing Medical Education

Code: ADMCONTMEDEDU

11. Infection control
12. Industry associations and standards to include CAMTS
13. Medical protocol test
14. Metabolic and endocrine emergencies to include diabetic ketoacidosis (DKA)
15. Multi-trauma to include maxillofacial, neurological (head and spine), thoracic, abdominal and orthopedic)
16. Neonatal emergencies (respiratory distress, cardiac and surgical anomalies)
17. Neurological emergencies to include intracerebral hemorrhage, subarachnoid hemorrhage, seizures and cerebral vascular disease
18. OSHA training
19. Pediatric medical emergencies to include seizures, meningococemia, croup, and epiglottitis
20. Pediatric trauma
21. Pharmacology
22. Quality Management
23. Radiographic interpretation (chest)
24. Respiratory emergencies to include acute respiratory distress syndrome (ARDS), reactive airway disease (RAD), pulmonary embolism, pneumothorax, acid base balance, arterial blood gas interpretation, mechanical ventilation and capnography interpretation
25. Scene management to include safety, disaster management/ triage, rescue/ extrication
26. Stress recognition and management
27. Survival training
28. Thermal, chemical and electrical burns
29. Trauma systems and trauma scoring
30. Trauma in pregnancy
31. Toxicology

The above didactic topics may be taught by several different methods: traditional lecture with discussion, self-directed learning tutorial, web-based or case-scenario teaching, etc. Methodology for completing didactic training will be at the discretion of the program. However, there must be documentation that ensures competency through written objectives and examination testing prior to independent practice.

CLINICAL COMPONENT

Measurable objectives need to be developed and documented for each clinical experience listed below, reflecting either hands-on or scenario-based practical training utilizing a human patient simulator capable of demonstrating physiological changes resulting from treatments and therapies performed.

1. Adult critical care (cardiac, medical, surgical)
2. Pediatric critical care
3. Neonatal intensive care
4. Labor and delivery
5. Emergency care

6. Prehospital care
7. Tracheal intubations (minimum of 5 successful live or cadaver intubations)
8. Invasive procedure lab (mannequin, cadaver or animal)

Following the didactic and clinical components, the new medical employee needs to successfully complete an internship or preceptorship. This allows for further role definition, recognition of the need for additional training and an opportunity to put into practice all previous training.

On annual basis, the following continuing education requirements must be met:

DIDACTIC COMPONENT

1. Aviation safety
2. Altitude physiology and stressors of flight
3. Critical care courses
4. Emergency care courses
5. Hazardous material recognition and response
6. Infection control
7. Medical protocol test
8. OSHA (company modules)
9. State EMS rules and regulations regarding ground transport
10. Stress recognition and management
11. Survival training

CLINICAL COMPONENT

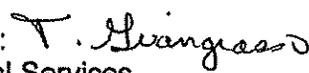
Measurable objectives need to be developed and documented for each clinical experience listed below, reflecting either hands-on or scenario-based practical training utilizing a human patient simulator capable of demonstrating physiological changes resulting from treatments and therapies performed.

1. Adult critical care (cardiac, medical, surgical)
2. Pediatric critical care
3. Neonatal intensive care
4. Labor and delivery
5. Emergency care
6. Prehospital care
7. Tracheal intubations (1 per quarter in each patient age category infant, pediatric and adult as per mission profile)
8. Invasive procedure lab (mannequin, cadaver or animal)
9. Skills maintenance program must be documented and comply with the number of skills required in a set period of time according to the policy of each program.

In addition please refer to Air Methods / Life Net Subsidiary job descriptions for Flight Nurse (Code: OPSFLTNR) and Flight Paramedic (Code: OPSFLTPMC) for required licensure and certifications.

It is also the responsibility of individual transport members to recognize their own educational needs independent of any requirements. Each medical team member has a professional responsibility to maintain and continue to gain knowledge in their respective professions.

FORMS: None

Life Net
Approved By: 
Title: Medical Services

Air Methods
Approved By: 
Title: Senior VP LifeNet Subsidiary

ATTACHMENT 9 – Quality Assurance

AIR METHODS CORPORATION
LifeNet Subsidiary

ADMINISTRATIVE STANDARD: Quality Assurance/Quality Improvement Process **NUMBER:** 4000
LOCATION / DEPT: LifeNet Subsidiary **CODE:** ADMQUALASSPROC
DATE APPROVED: 11/23/04
DATE REVIEWED/REVISED: 10/17/05

PURPOSE: To insure a process is routinely followed to monitor quality of services provided by LifeNet while providing a mechanism for identifying areas for growth and improvement and implementing changes in policies and procedures to assure this improvement.

STANDARD: The Quality Assurance/Quality Improvement Process will be implemented system-wide throughout the LifeNet Subsidiary to insure that quality is monitored, areas for improvement are identified, and a process exists to alter practice and modify standards to insure improvement in the system.

PROCEDURE:

The Quality Assurance/Quality Improvement process is directly linked to RescueNet Field Data, the electronic documentation format used by the LifeNet subsidiary. Upon completion of the Field Data record, the call is locked and cleared, sending it into the QA/QI routing process. 100% of patient care records will be reviewed utilizing this process. The QA/QI routing process flows as follows:

1. Initial Review – To be completed by the medical crew member who documented the patient care record.
2. Peer Review – Following Initial Review, the patient care record will be routed to a generic inbox for each LifeNet base. The following shift's duty crew will be responsible for signing in as "Peer Review" for their base to complete the QA/QI review for all flights completed the prior shift. Upon completion, the peer reviewer will clear the call sending it to Base Supervisor Review.
3. Base Supervisor Review – Following Peer Review, the patient care record will be routed to a generic inbox for each LifeNet base. The Medical Base Supervisor for each base will be responsible for signing on as "Base Supervisor" for their base to complete the QA/QI review for all patient care records generated by their base. This needs to be done in a timely manner so delays do not occur in the process.
4. Medical Manager Review – For single-base programs, this step is combined with the Base Supervisor review. For multiple-base programs, following the Base Supervisor Review, the patient care record will be routed to the Medical Manager's

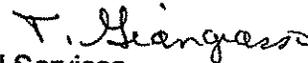
Administrative Standard: Quality Assurance/Quality Improvement Process **Code:** ADMQUALASSPROC

- individual inbox. The Medical Manager will have three options at this point:
- a. If the patient care record requires no further action or comments, the Medical Manager marks the call as "Completed" and clears it to Final Review.
 - b. If the Medical Manager determines the need, comments are added by the Medical Manager. The Medical Manager can then mark the call as "Completed" and clear it to Final Review.
 - c. If the Medical Manager determines the call requires review by the Medical Director, the call is left open and moved to the Medical Director.
5. Medical Director Review – There are two methods of routing charts to the Medical Director for review. If the duty crew wants the Medical Director to have immediate access to the patient care record following a flight, they have the option of indicating this in the Field Data record. In Outcome, select "Yes" under "Notify Med. Dir." To send a copy of the patient care record directly to the Medical Director. This does not supercede QA/QI routing. The other method for routing calls to the Medical Director is for the Medical Manager to move the call to them. These calls will route to the Medical Directors' individual inboxes for review and an e-mail notification will be sent to the Medical Director. Upon completion of the review, the Medical Director should mark the call as "Complete" and clear it to Final Review.
6. Final Review – When the QA/QI review is marked "Complete" by either the Medical Manager or Medical Director, the patient care record is routed to Final Review. This gives the medical crew members that participated in the flight the opportunity to review all comments made during the QA/QI review process.
7. Archive – Following Final Review, the patient care record and QA/QI review is routed to Archive where it stays for a predetermined length of time. Following this period of time, the QA/QI review separates from the patient care record. The patient care record is kept in Archive for the length of time determined by legal regulations.

In addition to this standardized QA/QI process, programs may audit areas identified within their program that require additional monitoring and/or action to promote improvement.

FORMS: QA/QI Review, Field Data Records (both electronic)

LifeNet

Approved By: 
Title: Medical Services

Air Methods

Approved By: 
Title: Senior VP LifeNet Subsidiary

Administrative Standard: Quality Assurance/Quality Improvement Process **Code:** ADMQUALASSPROC

AIR METHODS CORPORATION
LifeNet Subsidiary

ADMINISTRATIVE STANDARD: Quality Management
LOCATION / DEPT: LifeNet Subsidiary
DATE APPROVED: 10/10/05
DATE REVIEWED/REVISED:

NUMBER: 4100
CODE: ADMQLTYMNGT

PURPOSE: To ensure that all Life Net programs have an active Quality Management program.

STANDARD: Each program will have an on going Quality Management (QM) program that is designed to objectively, systematically and continuously monitor, assess and improve the quality and appropriateness of patient care and safety of the transport service provided by the program.

PROCEDURE:

1. The QM program should be integrated and include activities related to patient care, (including customer satisfaction), safety, communications and all aspects of transport operations.
2. The program must have established patient care guidelines that are reviewed annually.
3. The Medical Director is responsible for ensuring timely review of patient care, utilizing the medical record and pre-established criteria.
4. The QM program must be linked to risk management:
5. There must be a process to identify, document and analyze sentinel events, and adverse medical events or potentially adverse events with specific goals to improve patient safety and/or quality of care.
6. There will be regularly scheduled multi-disciplinary QM meetings providing a forum for all disciplines involved in the program to present their needs and areas for improvement.
7. The monitoring and evaluation process should include the following characteristics:
 - a. Evidence of annual goals established prospectively for the QM program that provide direction for work groups and that are quantitative. Emphasis must be on loop closure and resolution of the problems within a finite time period.

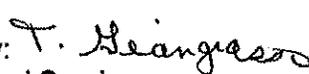
b. Quarterly review should include criteria based upon the important aspects of the transport program. The following examples are encouraged:

- Reason for transport
- Mechanism of injury or illness
- Medical interventions: time performed, appropriateness of interventions and patients response to the intervention
- Patient's outcome and any change in condition during transport
- Timeliness of transport
- Safety practices (these can be handled through the safety committee) with resolutions of issues with findings and actions plans reported back to the QM Committee
- Operational issues (number of completed transports, aborted and cancelled flights due to weather, aborted and cancelled flights due to maintenance, aborted and cancelled flights due to patient condition, and use of alternative modes of transport).

8. The written QM plan should include the following components:

- a. Responsibility/assignment of accountability
- b. Scope of care
- c. Important aspects of care, including clinical outcomes
- d. Operational processes such as financial outcomes and customer needs
- e. Indicators
- f. Thresholds for evaluations
- g. Methodology (process of tools utilized)

FORMS: None

LifeNet
Approved By: 
Title: Medical Services

Air Methods
Approved By: 
Title: Senior VP LifeNet Subsidiary

AIR METHODS CORPORATION
LifeNet Subsidiary

ADMINISTRATIVE STANDARD: Protected Health Information **NUMBER:** 3900
LOCATION / DEPT: LifeNet Subsidiary **CODE:** ADMPROHLTHINFO
DATE APPROVED: 10/10/05
DATE REVIEWED/REVISED:

PURPOSE: To outline levels of access to Protected Health Information (PHI) for various staff members of Air Methods Corporation and to provide a standard for limiting access, disclosure, and use of PHI. To provide a standard outlining patient rights and Air Methods Corporation's responsibilities in fulfilling patient requests. Security of PHI is everyone's responsibility.

STANDARD: Air Methods Corporation retains strict requirements on the security, access, disclosure and use of PHI. Access, disclosure and the use of PHI will be based on the role of the individual staff member in the organization and should be only to the extent that the person needs access to PHI to complete necessary job functions.

When PHI is accessed, disclosed and used, the individuals involved will make every effort, except in patient care situations, to only access, disclose and use PHI to the extent that only the minimum necessary information is used to accomplish the intend purpose. Patients may exercise their rights to access, amend, restrict and request an accounting, as well as lodge a complaint with either Air Methods Corporation or the Secretary of the Department of Health and Human Services.

PROCEDURE:

Notice of Privacy Practices (NPP)

When possible, the Notice of Privacy Practices will be provided to the patient at the time of transport. When the NPP has been given to the patient or family, note this in the patient care record. In addition, the billing office will provide a copy of the NPP to the patient following every transport.

Role Based Access

Access to PHI will be limited to those who need access to PHI to carry out their duties. The following describes the specific categories or types of PHI to which such persons need access as defined and the conditions, as appropriate, that would apply to such access.

Descriptions and Conditions of access to PHI for each job description:

- I. Administrative Staff: Patient Care Reports (PCR's): Necessary submission of flight records to regulatory agencies.
- II. Medical Staff: PCR's: Pertinent patient information related to transport. May access only as part of completion of a patient event and post-event activities while on duty; QA/QI activities.

- III. Billing Clerk: Intake forms from Dispatch; PCR's; billing claim forms; remittance advice statements; other patient records from facilities. May access only as part of duties to complete patient billing and follow-up and only during actual work shift.
- IV. Pilots: Information necessary for manifest completion. Pertinent patient information pertaining to transport; may access only as part of completion of a patient event and post-event activities while on duty.
- V. Dispatchers: Intake forms, preplanned CAD information on individual patient transports; may access only as part of completion of an incident from receipt of information necessary to dispatch a call to the closing out of the incident and QA and only during actual work shift.
- VI. Medical Education Coordinators: Dispatch flight logs, PCR's; may access only as a part of training and QA/QI activities. All individually identifiable patient information should be redacted prior to use in training and QA/QI activities.
- VII. Medical Managers: Dispatch flight logs, PCR's; may access only to the extent necessary to monitor compliance and to accomplish appropriate supervision and management of personnel and QA/QI activities.

Access to PHI is limited to the above-identified persons only, and to the identified PHI only, based upon the company's reasonable determination of the persons or classes of persons who require access to PHI, and the nature of the health information they require, consistent with their job responsibilities. Access to a patient's entire file will not be allowed except when expressly permitted by company policy or approved by the Privacy Officer.

Disclosures to and Authorizations from the Patient

Medical staff is not required to limit disclosure to the minimum amount of information necessary when disclosing PHI to other health care providers for treatment of the patient. This includes doctors, nurses, etc. at the receiving hospital, any mutual aid provider, fellow crew members involved in the call, and any other person involved in the treatment of the patient who also needs to know that patient's PHI. In addition, disclosures authorized by the patient are exempt from the minimum necessary requirements unless the authorization to disclose PHI is requested by the Company.

Authorizations received directly from third parties, such as Medicare, or other insurance companies, which direct you to release PHI to those entities, are not subject to the minimum necessary standards. For example, if we have a patient's authorization to disclose PHI to Medicare, Medicaid or another health insurance plan for claim determination purposes, Air Methods Corporation is permitted to disclose the PHI requested without making any immune necessary determination. All requests for release of PHI by third parties are to be directed to the Custodian of Records (Mark Keene). No PHI is to be released to third party requestors at the program level.

For all other rules and disclosures of PHI, the minimum necessary rule is likely to apply. An example of the minimum necessary rule is when Air Methods Corporation conducts QA/QI activities. In most situations it is not necessary to disclose certain patient information such as the patient's name, address, social security number or all PHI of the treated patient, in order to conduct QA/QI review. This sensitive information should be redacted or blacked out from the PCR being used for QA review.

Air Methods Corporation Requests for PHI

If Air Methods Corporation needs to request PHI from another health care provider on a routine or recurring basis, we must limit our requests to only reasonable necessary information needed for the

intended purpose, as described below. For requests not covered below, make this determination individually for each request and consult supervisor for guidance.

Hospitals:

Purpose of Request: To have adequate patient records to determine medical necessity for service and to properly bill for services provided. To obtain follow-up information regarding patient condition.

Reasonable necessary information: Patient face sheets, discharge summaries, physician statements and statements of medical necessity, patient diagnosis, treatments and condition.

Ambulance or Paramedic Services:

Purpose of Request: To have adequate patient records to conduct joint billing for patients mutually treated/transported by the Air Methods.

Reasonable necessary information: PCR's for all other requests, determine what information is reasonably necessary for each on an individual basis.

Incidental Disclosures

Air Methods Corporation understands there will be times when there are incidental disclosures about PHI in the context of caring for a patient. The privacy laws were not intended to impede common health care practices that are essential in providing medical care to the individual. Incidental disclosures are inevitable, but these will typically occur by radio or face-to-face conversation between health care providers, or when patient care information is left out for others to access.

The fundamental principle is that staff needs to be sensitive about the importance of maintaining the confidentiality and security of all material created or used containing patient care information. Coworkers and other staff members should not have access to information that is not necessary for the staff member to complete his or her job.

All personnel must be sensitive to avoiding incidental disclosures to other health care providers and others who do not have a need to access PHI. Be attentive to bystanders when making verbal statements about a patient's health information and follow these procedures for avoiding accidental or inadvertent disclosures:

Verbal Security: Staff members should only discuss patient care information with those who are involved in the care of the patient, regardless of physical location. Be sensitive to the level of speech and to bystanders in the area where conversations are occurring. When possible, move conversations to private area to prevent inadvertent disclosures.

Physical Security:

Patient Care and Other Patient or Billing Records: Patient care reports (PCR's) should be stored in safe and secure areas. PCR's should not be left in open bins or on desktops unless in remote base not accessible to the public. Only those with a need to access PHI for the completion of their job duties should have access to PCR's. All original PCR's and accompanying forms will be forwarded to the billing office on regular intervals for long-term storage.

Computers and Data Entry Devices: Computer access terminals and other remote entry devices such as laptops should be kept secure. Access to any computer device should be by password only. Staff members should be sensitive to who may be in viewing range of

the monitor screen and take simple steps to shield viewing of the screen by unauthorized persons. All remote devices, such as laptops, should remain in the physical possession of the individual to whom it is assigned at all times. Passwords may not be shared with anyone.

Penalties for Violation

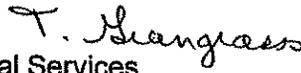
Air Methods takes their responsibility to safeguard patient information very seriously. There are significant legal penalties against companies and individuals that do not adhere to the laws that protect patient privacy. Staff members who do not follow policies on patient privacy will be subject to disciplinary action, up to and including verbal and written warning, suspension and/or termination. Air Methods will provide remedial education and training of policies and procedures when there is a first time violation of policies.

Questions about this Policy or any Privacy Issues

Air Methods has appointed a Privacy Officer (Craig Yale) to oversee policies and procedures on patient privacy and to monitor compliance. The Privacy Officer is available for consultation on any issues or concerns related to protected health information. Contact the Privacy Officer with questions or concerns. Air Methods will not retaliate against any staff member who expresses a good concern or complaint about any policy or practice related to the safeguarding of patient information and the Company's legal obligations to protect patient privacy.

FORMS: Notice of Privacy Practices

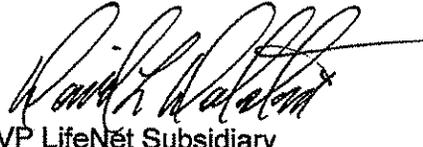
LifeNet

Approved By: 
Title: Medical Services

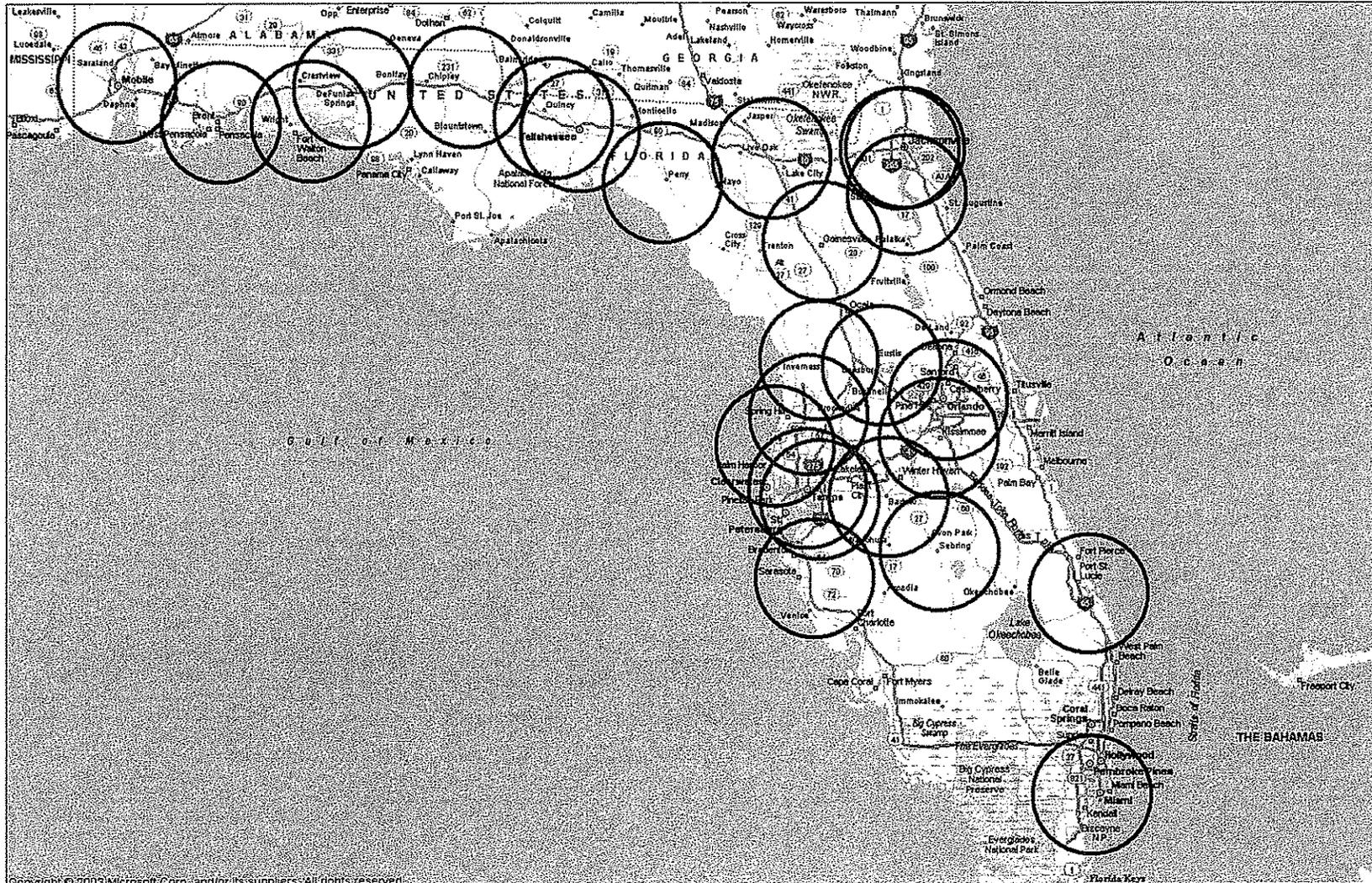
LifeNet

Approved By: 
Title: VP Business and Compliance

Air Methods

Approved By: 
Title: Senior VP LifeNet Subsidiary

ATTACHMENT 10 – Map of Florida Aircraft



Question

Air Methods Responses

Omni Flight Responses

1. Where will the helicopter be stationed?

This has not been determined. Possible locations are dependant on the County's input and needs. It is our experience that a hospital, Fire or EMS Station, or an airport are best suited for this type of operation.

a. An integral part of our strategic plan for the Orlando Metro Area is to station a helicopter and dedicated staff in Seminole County in order to provide timelier scene response to the citizens of the County. Also to facilitate interfacility transports for critical care medical and trauma patients. Orlando Regional Air Care Team has been in discussions with South Seminole Hospital as a location for basing an aircraft with in the next 5 months. South Seminole Hospital is a part of the Orlando Regional system and is a vital health care link to the citizens of Seminole County. The Orlando Sanford International airport is also an excellent location for the aircraft and crew. However, we will defer to the recommendations from the public safety officials of the County as to the base location.

b. Our initial response to the RFI proposed by the County included a single engine AS 350 "A-Star" as the aircraft for the Seminole County base. Since the time of that response, Omniflight has procured three (3) twin engine BK- 117's for the Orlando area in partnership with Orlando Regional Healthcare. This is the same type of aircraft that Air Care Team currently utilizes at Orlando Regional Medical Center and has the capacity to transport 2 patients at once. In order to standardize our aircraft in the region, Omniflight will be replacing the current aircraft at South Lake Hospital in Clermont with a BK-117, and would provide a BK-117 for the Seminole County base. Specifications and capabilities of the BK-117 can be provided to County Officials if necessary.

2. Which is the primary location for the maintenance station of the helicopter?

We have major repair facilities located in Orlando and Jacksonville. We are building a hanger facility at the Leesburg Airport. Generally speaking most maintenance is done on site.

a. The primary location for maintenance will be at the local base in Seminole County. Each one of our helicopters has a dedicated mechanic specifically assigned to that particular aircraft at the local base of operation. Maintenance staff is available and on call 24 hours a day 7 days a week. The majority of maintenance for the aircraft can be accomplished at the local base of operations. If maintenance requires the aircraft be moved to one of Omniflight's 3 regional facilities, a dedicated backup aircraft will be placed in Seminole County for the duration of the maintenance event at no cost to the County.

3. Have any arrangements been made to accommodate the maintenance service?

We have a compressive system in place in Florida for Maintenance.

a. Hangar facilities and maintenance personnel are available currently to provide service for the aircraft at the Orlando Sanford International airport in Seminole County.

Question

Air Methods Responses

Omni Flight Responses

4. Is there any cost to the county associated with the maintenance of the helicopter or the station of the helicopter? If yes, please indicate the cost.

This answer is dependent on the model of operation the County ultimately chooses and the volumes that are projected. Our independent model has no cost for maintenance, facilities, or staff.

a. No. Seminole County will incur no cost related to the operation, maintenance, staffing, or base station for the aircraft. This can be detailed via written agreement with Seminole County.

5. Will your company provide the staffing for the helicopter to include flight paramedics, etc...?

Depending on what the County ultimately chooses, we can provide full staffing including medical and aviation personnel or any aviation depending on the business model.

a. Yes, as with our other two Air Care Team bases that currently provide service to Seminole County, each aircraft is staffed with a Flight Nurse and a Flight Paramedic employed by Orlando Regional Air Care Team. This team is trained and experienced in trauma and interfacility transports and works as a team with Orlando Regional's trauma team and specialists, which provides for continuity of care and practice. This system has been in place at Orlando Regional since 1984 and provides superior care before, during and after transport. We would like to recruit paramedics from Seminole County Fire Department as a priority to provide continuity of care from the field, to the air ambulance, to the facility.

6. What type of reports will your firm provide to the county on a quarterly basis and what information will be included on those reports?

Quality assurance data for all Seminole County Transports and any other reports the County requests Air Methods is able to provide.

a. Flight volumes, patient types, procedures performed and outcomes post flight can be provided. Patient QA, financial reports and other specific information is available and can be detailed in a written agreement with the County. Air Care Team will be transitioning to using a web based Electronic Patient Care Record. Secure access to specific reports can be granted to the Seminole County public safety officials and also the Seminole County EMS Medical Director. Those reports and information will be available at anytime via the secure online access.

7. Will your firm provide a backup unit for the county? If yes, indicate the station where this unit will come from.

We have 4 back up aircraft in Florida, two assigned to the Central Florida Area.

a. As with all of our individual aircraft bases. Omniflight standard practice is to provide a backup aircraft for scheduled "out of service" time prior to the aircraft being taken out of service. For unscheduled out of service time, if the aircraft is unavailable to respond for longer than 24 consecutive hours. The Omniflight service recovery team will be activated to make critical decisions for supplying backup and/or using local system aircraft to supply service to the County.
b. Air Care Team currently has two staffed aircraft in Central Florida: one based in downtown Orlando, the other based in Clermont at South Lake Hospital. Both of these aircraft currently respond to Seminole County 24 hours a day 7 days a week and that availability will continue with the addition of the Seminole County base.

Question

Air Methods Responses

Omni Flight Responses

8. Indicate the cost per patient per transport. All related cost must be included.

Air Methods bills the patient directly and our charges are on lift off and loaded mile.

a. Omniflight is a Medicare / Medicaid provider. Cost to consumer is limited to co-pay as allowed by Medicare for all transports of Medicare beneficiaries. Based on the costs outlined below. Each patient transport will be billed at a different rate based on the mileage from point up pickup to the destination of the patient. Due to the close proximity to the Level One Trauma Center at Orlando Regional, the per-mile charge will be minimal.
b. Current Lift off rate is \$9500
c. Current loaded patient mile is \$110/mile.
d. There are no other related charges involved. Only the liftoff fee and the permile charge will billed to the patient.

9. Is there any cost to the county for the EMS services? If yes, please indicate the cost.

We would propose to work toward a model that is cost neutral to the County. This is dependant on what the County ultimately chooses as options and could be negotiated once the County chooses a firm to negotiate with.

a. No. There will be no cost to Seminole County for the EMS services which include but are not limited to: crew training, LZ training, public relations flights, aerial recon during or following disasters, search and rescue. Specific services can be detailed via written agreement with Seminole County.

10. If the county provides the flight paramedic staffing, indicate any reimbursement associated with the services, if any.

We would propose reimbursing the County for the staff if the staff was provided by the County.

a. In other services where Omniflight contracts for paramedic personnel, the entity providing the paramedics is reimbursed to cover the fair market value cost of providing the personnel. This can be negotiated and detailed via written agreement with Seminole County.

11. If the county provides for two (2) paramedic operating paramedic / paramedic combination, indicate any reimbursement associated with the services, if any.

We operate in this type model in other areas of the State and could negotiate this staffing model if the County chooses.

a. Omniflight and Air Care Team have found that an aircraft staffed with a highly trained and credentialed RN / Paramedic team is the best combination for a comprehensive critical care transport system. This staffing configuration provides the most well rounded care providers for both scene and interfacility transports. This mission profile and standard of care is very successful in all the markets and programs that Omniflight serves across the country. Omniflight and Air Care Team would prefer to staff the aircraft based in Seminole County with an RN/Paramedic team. We would also prefer to hire paramedics that are part of Seminole County Fire Department for continuity of care from the field.



ORLANDO REGIONAL
Air Care Team

In Partnership with

OMNIFLIGHT

Seminole County
Administrative Services Department
Purchasing and Contracts Division

RE: RFI-600219-07/BJC – Aeromedical Helicopter Services

As requested, this is the response to the questions posed by the Staff of the Board of County Commissioners concerning RFI-600219-07/BJC.

1. Where is the helicopter going to be stationed?

- a. *An integral part of our strategic plan for the Orlando Metro Area is to station a helicopter and dedicated staff in Seminole County in order to provide timelier scene response to the citizens of the County. Also to facilitate interfacility transports for critical care medical and trauma patients. Orlando Regional Air Care Team has been in discussions with South Seminole Hospital as a location for basing an aircraft with in the next 5 months. South Seminole Hospital is a part of the Orlando Regional system and is a vital health care link to the citizens of Seminole County. The Orlando Sanford International airport is also an excellent location for the aircraft and crew. However, we will defer to the recommendations from the public safety officials of the County as to the base location.*
- b. *Our initial response to the RFI proposed by the County included a single engine AS 350 "A-Star" as the aircraft for the Seminole County base. Since the time of that response, Omniflight has procured three (3) twin engine BK-117's for the Orlando area in partnership with Orlando Regional Healthcare. This is the same type of aircraft that Air Care Team currently utilizes at Orlando Regional Medical Center and has the capacity to transport 2 patients at once. In order to standardize our aircraft in the region, Omniflight will be replacing the current aircraft at South Lake Hospital in Clermont with a BK-117, and would provide a BK-117 for the Seminole County base. Specifications and capabilities of the BK-117 can be provided to County Officials if necessary.*

2. Which is the primary location for the maintenance station for the helicopter?

- a. The primary location for maintenance will be at the local base in Seminole County. Each one of our helicopters has a dedicated mechanic specifically assigned to that particular aircraft at the local base of operation. Maintenance staff is available and on call 24 hours a day 7 days a week. The majority of maintenance for the aircraft can be accomplished at the local base of operations. If maintenance requires the aircraft be moved to one of Omniflight's 3 regional facilities, a dedicated backup aircraft will be placed in Seminole County for the duration of the maintenance event at no cost to the County.*

3. Have any arrangements been made to accommodate the maintenance service?

- a. Hangar facilities and maintenance personnel are available currently to provide service for the aircraft at the Orlando Sanford International airport in Seminole County.*

4. Is there any cost to the county associated with the maintenance of the helicopter or the station of the helicopter?

- a. No. Seminole County will incur no cost related to the operation, maintenance, staffing, or base station for the aircraft. This can be detailed via written agreement with Seminole County.*

5. Will your company provide the staffing for the helicopter to include flight Paramedics, etc?

- a. Yes, as with our other two Air Care Team bases that currently provide service to Seminole County, each aircraft is staffed with a Flight Nurse and a Flight Paramedic employed by Orlando Regional Air Care Team. This team is trained and experienced in trauma and interfacility transports and works as a team with Orlando Regional's trauma team and specialists, which provides for continuity of care and practice. This system has been in place at Orlando Regional since 1984 and provides superior care before, during and after transport. We would like to recruit paramedics from Seminole County Fire Department as a priority to provide continuity of care from the field, to the air ambulance, to the facility.*

6. What type of report will your firm provide to the county on a quarterly basis and what information will be included on those reports?

- a. Flight volumes, patient types, procedures performed and outcomes post flight can be provided. Patient QA, financial reports and other specific information is available and can be detailed in a written agreement with the County. Air Care Team will be transitioning to using a web based*

Electronic Patient Care Record. Secure access to specific reports can be granted to the Seminole County public safety officials and also the Seminole County EMS Medical Director. Those reports and information will be available at anytime via the secure online access..

7. Will your firm provide a backup unit for the County?

- a. As with all of our individual aircraft bases. Omniflight standard practice is to provide a backup aircraft for scheduled "out of service" time prior to the aircraft being taken out of service. For unscheduled out of service time, if the aircraft is unavailable to respond for longer than 24 consecutive hours. The Omniflight service recovery team will be activated to make critical decisions for supplying backup and/or using local system aircraft to supply service to the County.*
- b. Air Care Team currently has two staffed aircraft in Central Florida: one based in downtown Orlando, the other based in Clermont at South Lake Hospital. Both of these aircraft currently respond to Seminole County 24 hours a day 7 days a week and that availability will continue with the addition of the Seminole County base.*

8. Indicate the cost per patient transport. All related costs must be included.

- a. Omniflight is a Medicare / Medicaid provider. Cost to consumer is limited to co-pay as allowed by Medicare for all transports of Medicare beneficiaries. Based on the costs outlined below. Each patient transport will be billed at a different rate based on the mileage from point up pickup to the destination of the patient. Due to the close proximity to the Level One Trauma Center at Orlando Regional, the per-mile charge will be minimal.*
- b. Current Lift off rate is \$9500*
- c. Current loaded patient mile is \$110/mile.*
- d. There are no other related charges involved. Only the liftoff fee and the per-mile charge will billed to the patient.*

9. Is there any cost to the County for the EMS services?

- a. No. There will be no cost to Seminole County for the EMS services which include but are not limited to: crew training, LZ training, public relations flights, aerial recon during or following disasters, search and rescue. Specific services can be detailed via written agreement with Seminole County.*

10. If the county provides the paramedic staffing, indicate any reimbursement associated with the services

- a. In other services where Omniflight contracts for paramedic personnel, the entity providing the paramedics is reimbursed to cover the fair market value cost of providing the personnel. This can be negotiated and detailed via written agreement with Seminole County.*

11. If the County provides for two (2) Paramedics operating a Paramedic/Paramedic combination, indicate any reimbursement associated with the services

- a. Omniflight and Air Care Team have found that an aircraft staffed with a highly trained and credentialed RN / Paramedic team is the best combination for a comprehensive critical care transport system. This staffing configuration provides the most well rounded care providers for both scene and interfacility transports. This mission profile and standard of care is very successful in all the markets and programs that Omniflight serves across the country. Omniflight and Air Care Team would prefer to staff the aircraft based in Seminole County with an RN/Paramedic team. We would also prefer to hire paramedics that are part of Seminole County Fire Department for continuity of care from the field.*

November 27, 2007

Betsy J Cohen
Seminole County Purchasing Division
110 East First Street
Sanford, Florida 32771

Ms Cohen:

Thank you for your continued interest in Air Methods Corporation and your questions dated November 19th, 2007 in reference to the Seminole County **RFI 60219-07/BJC – Air Medical Helicopter Service**. It is our understanding that **Seminole County and Air Methods** are exploring an opportunity to forge a mutually beneficial relationship that will create a **new air medical Program** in or near Seminole County, Florida. Seminole County is committed to facilitating critical care transport for patients and is exploring the possibility of entering into an agreement with Air Methods for the operation of the Program. The proposal included herein is designed to accomplish the following objectives:

- Develop a model for the provision of Critical Care Air Medical Transportation in the region that meets the needs of the partners, the patients and the demands of a complex market.
- Provide an opportunity for the Program to become financially self sufficient.
- Establish a partnership between Seminole County and Air Methods to serve as a framework for future projects.

We have replicated your questions and answered them to the best of our ability. It is our understanding that the RFI is a platform to enter into specific negotiations once the RFI is awarded. There are many types of business models that can be implemented based on what the county is specifically requesting. We are the largest provider of air medical helicopters in the world and have 32 aircraft assigned to Florida. We are very versatile and can customize the operation to meet the Counties specific needs. We are best suited to safely, effectively and efficiently provide an air medical model that Seminole County.

Please find our responses to your additional questions below.

1. Where will the helicopter be stationed?
This has not been determined. Possible locations are dependant on the County's input and needs. It is our experience that a hospital, Fire or EMS Station, or an airport are best suited for this type of operation.
2. Which is the primary location for the maintenance station of the helicopter?
We have major repair facilities located in Orlando and Jacksonville. We are building a hanger facility at the Leesburg Airport. Generally speaking most maintenance is done on site.
3. Have any arrangements been made to accommodate the maintenance service?
We have a compressive system in place in Florida for Maintenance.
4. Is there any cost to the county associated with the maintenance of the helicopter or the station of the helicopter? If yes, please indicate the cost.
This answer is dependent on the model of operation the County ultimately chooses and the volumes that are projected. Our independent model has no cost for maintenance, facilities, or staff.
5. Will your company provide the staffing for the helicopter to include flight paramedics, etc...?
Depending on what the County ultimately chooses, we can provide full staffing including medical and aviation personnel or any aviation depending on the business model.
6. What type of reports will your firm provide to the county on a quarterly basis and what information will be included on those reports?
Quality assurance data for all Seminole County Transports and any other reports the County requests Air Methods is able to provide.
7. Will your firm provide a backup unit for the county? If yes, indicate the station where this unit will come from.
We have 4 back up aircraft in Florida, two assigned to the Central Florida Area.
8. Indicate the cost per patient per transport. All related cost must be included.
Air Methods bills the patient directly and our charges are on lift off and loaded mile.
9. Is there any cost to the county for the EMS services? If yes, please indicate the cost.
We would propose to work toward a model that is cost neutral to the County. This is dependant on what the County ultimately chooses as options and could be negotiated once the County chooses a firm to negotiate with.

10. If the county provides the flight paramedic staffing, indicate any reimbursement associated with the services, if any.

We would propose reimbursing the County for the staff if the staff was provided by the County.

11. If the county provides for two (2) paramedic operating paramedic / paramedic combination, indicate any reimbursement associated with the services, if any.

We operate in this type model in other areas of the State and could negotiate this staffing model if the County chooses.

This document is designed to promote discussion. Any commitment by Air Methods will come in the form of an Agreement, signed by the appropriate representatives from the parties. Nothing in this letter should be considered a commitment by Air methods Corporation and is supplied for discussion and information. Air Methods reserves the right to withdraw itself from consideration.

Thank you for you time and consideration. Please feel free to contact me if you need any further information.

Sincerely,

Jeffery A See
Program Director-Florida
Air Methods Corporation

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Betsy Cohen

EXT: 7112

MOTION/RECOMMENDATION:

Award RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services to ESQ IT Solutions, Orlando.

County-wide

Ray Hooper

BACKGROUND:

RFP-600244-07/GGM will provide for lease and/or purchase of computers, printers, network equipment and other miscellaneous computer equipment with optional technical support staffing. The majority of the hardware will replace existing lease equipment at its end-of-lease, and the remainder will be new equipment that is being added to the County's inventory. The County publicly advertised this project and received four (4) proposals in response to the solicitation, firms listed in alphabetical order:

- ESQ IT Solutions, Orlando
- JBT & Associates, Inc., South Daytona
- Pomeroy IT Solutions, Hebron, KY
- Prosys, Tampa

The submittal received from JBT & Associates, Inc. is considered as non-responsive due to the failure to submit the information as required in the RFP documents. A valid analysis of the company personnel qualifications and price schedule could not be properly reviewed with the proposal submitted.

The Evaluation Committee which consisted of Robert Beach, Director, BITS Department; Joseph Dual, Network Technician, BITS Department; Chris Giles, Technology Network Team Mgr, BITS Department; Paula Irby, Financial Manager, BITS Department; Clint Patterson, Technology Engineer, BITS Department; Lucie Poynter, Project Manager II, BITS Department; Jennifer Stevens, Customer Support Desk Tech, BITS Department; and John Taylor, OPS Manager, BITS Department, evaluated the responses. The evaluation was based on the following criteria:

- Proposed cost
- Proposed equipment and/or services
- Proposed repair and warranty support
- Understanding of the Scope of Services and approach plan to support the needs and objectives of the procurement

The Agreement will become effective upon execution by the County and shall run for an initial period of three (3) years with three (3) one (1) year renewal options. This lease agreement shall remain in force and effect until the last lease item is terminated or expires. The County will compensate the Contractor for the services and products called for under this agreement based on the County needs. The total annual compensation paid to the Contractor pursuant to this agreement shall not exceed the amount budgeted for these services and products. Below are some bullet points on enterprise vs. consumer/store bought computers:

- By investing in an enterprise class platform and standardization, the County will create efficiencies in the management of the desktop environment.
- By standardizing on an enterprise class platform, the vendor (and the County) can maintain an inventory of spare parts for quick repair of inoperable systems. This would not be possible with a consumer/store bought solution.
- By leveraging enterprise grade platforms, we are able to adequately test different hardware and software configurations prior to introducing them to the production work environment. This would not be possible with a consumer/store bought solution.
- By investing in enterprise grade platforms, we are able to provide standard disk images to the manufacturer for installation at the factory. This reduces the time necessary to deploy a computer workstation since the County's software is already installed prior to shipment. This would not be possible with a consumer/store bought solution.
- Consumer grade platforms do not ship with professional edition operating systems.
- Enterprise grade platforms offer various form factors (sizes) to fit a specific environment while maintaining consistency in its internal components.
- Enterprise grade platforms ship with active management features that allow for superior management of resources, support for virtualization technologies, and tighter security. Consumer grade machines do not include these features.
- Enterprise grade platforms include "green" features such as low power consumption processors, high efficiency power supplies, and remote power management agents that will allow us to reduce overall power consumption.

The following is a comparison of leasing vs. purchasing the equipment:

Description of Service	Leasing	Purchase
Cost of Equipment	Same Discount Price off MSRP or State Contract Pricing; Sample Standard Desktop: MSRP = \$1,257.00; Discount 48.69%; Our Cost = \$644.97.	Same Discount Price off MSRP or State Contract Pricing; Sample Standard Desktop: MSRP = \$1,257.00; Discount 48.69%; Our Cost = \$644.97.
Warranty	Contractor provides on-site next day warranty service for the duration of lease period. Contractor provides loaner, if required. Desktops will be 48 months and laptops will be 36 months	Staff would be required to troubleshoot computer warranty issues and work with the manufacturer for resolution. Loaner equipment would not be available.
Billing	Billing and lease payments start upon acceptance of installed working computer at employees' workplace.	Receipt occurs at FOB delivery at warehouse. Staff would be required to receive, install image, and deliver to the workplace and test. This task could take three weeks and the County would be paying for the equipment at time of delivery rather than at time of acceptance.
Inventory and Surplus	Lease equipment is not inventoried each year and surplus procedures do not apply.	Fixed Asset and surplus procedures apply. Requires additional staffing to support this function.
Cost of money	Municipal tax exempt interest financing is utilized. Leasing contract is tax exempt for property tax. Average financing interest rate is estimated at 5%.	Clerk receives an average of 4.5% interest on County funds.
Seat Management	Contractor provides on site services relating to receipt, installation, warranty and disposal including buy back option.	Staff would be responsible for these functions. Additional County staff would be required.

STAFF RECOMMENDATION:

Staff recommends the Board award RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or Technical Staffing Services to ESQ IT Solutions, Orlando.

ATTACHMENTS:

1. Tabulation Sheet
2. Agreement
3. Evaluation Concensus Forms

Additionally Reviewed By:

County Attorney Review (Arnold Schneider)

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

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

RFP NUMBER: RFP-600244-07/GGM

RFP TITLE : Lease/Purchase of Computer Equipment and or Technical Contract Staffing Services

DATE: September 26, 2007 TIME: 2:00 P.M.

RESPONSE -1-	RESPONSE -2-	RESPONSE -3-	RESPONSE -4-
ESQ IT Solutions 1013 Montana Street Orlando, Florida 32803 (407) 228-4470 – Phone (407) 228-4575 – Fax Ray Bazzi	JBT & Associates, Inc. 933 Beville Road Suite 103B S. Daytona, Fl. 32119 (386) 304-0847– Phone James K. Hawkins NON RESPONSIVE	Pomeroy IT Solutions 1020 Petersburg Road Hebron, KY. 41048 (859)-586-1515 – Phone (859) 586-1494 – Fax Steven Charlton	Prosys 2202 N. Westshore Blvd. Suite# 200 Tampa, Florida 33607 (813) 639-4242 – Phone (813) 699-8282 – Fax Joe Yaeger

* The submittal received from JBT & Associates, Inc. is considered as non-responsive due to the failure to submit the information as required in the RFP documents. A valid analysis of the company personnel qualifications and price schedule cannot be properly done with the information received.

The evaluation criteria are as follows:

- Proposed cost
- Proposed equipment and/or services
- Proposed repair and warranty support
- Understanding of the Scope of Services and approach plan to support the needs and objectives of the procurement

Tabulated by: Gladys Marrozos, Procurement Analyst – Posted 9/27/2007 (2:05 P.M.)

Evaluation Meeting – 10/11/2007 @ 1:30 pm

Presentations - 10/24/2007 between 11:00 am – 2:45 pm

Recommendation of award: **Recommendation: ESQ IT Solutions Presented to the BCC: 12/11/2007.** (Posted 10/31/2007 @ 3:10 pm)

**LEASE/PURCHASE AGREEMENT FOR COMPUTER HARDWARE
AND TECHNICAL CONTRACT STAFFING SERVICES
(RFP-600244-07/GGM)**

THIS AGREEMENT is entered into this ____ day of _____, 20____, by and between EXECUTIVE SOURCE, INC. d/b/a ESQ IT SOLUTIONS, whose address is 1013 Montana Street, Orlando, Florida 32803, hereinafter referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, having its principal offices at Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified CONTRACTOR to provide computer hardware and technical contract staffing services in Seminole County; and

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

WHEREAS, CONTRACTOR is competent and qualified to furnish equipment and services to COUNTY and desires to provide equipment and 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 equipment and services and to perform those tasks as further stated in the Description of Services and Service Level Agreement (SLA) attached hereto and incorporated herein as Exhibit A.

SECTION 2. EQUIPMENT COVERED AND TERM.

(a) CONTRACTOR agrees to lease to COUNTY, for its exclusive

use, the Equipment listed on the executed Exhibit B, hereafter made a part of this Agreement. All leased Equipment shall be new Equipment.

(b) This Agreement will become effective with respect to each piece of Equipment on the date the Equipment is installed and accepted by COUNTY, as reflected on the Exhibit B relating to the Equipment and shall continue for the term specified herein unless terminated earlier as provided in this Agreement. Payment shall commence as shown on Exhibit B upon acceptance of the equipment.

(c) Acceptance of a piece of Equipment constitutes COUNTY's acknowledgement by which COUNTY assents to possession of the Equipment. Acceptance of Equipment will be evidenced by the execution of an Acceptance Certification.

(d) The term of this Agreement shall commence upon execution of the Agreement by COUNTY and shall run  for a term of three (3) years with three (3) one (1) year options to purchase from the date that each Delivery and Acceptance is executed by COUNTY per each item. The parties recognize that COUNTY is a political subdivision of the State Government and, thus, Section 13 of this Agreement is required and set forth herein. This Agreement shall remain in full force and effect until the last lease item is terminated or expires.

(e) For the purpose of this Agreement, the term "Equipment" as used throughout this Agreement shall mean the equipment identified in Exhibit B and subsequent Exhibits together with all replacement parts, additions, accessories, alterations, and repairs incorporated therein or affixed thereto.

(f) All right, title, and interest in and to each item of the

Equipment for the original lease term shall be vested in COUNTY immediately upon its acceptance of each item of Equipment. All right, title, and interest in and to each item of the Equipment from and after the original lease term shall transfer to CONTRACTOR unless COUNTY exercises the option to purchase the Equipment at the end of this Agreement.

(g) This Agreement and its Exhibits may not be amended except by a writing executed with the same formality as this Agreement.

(h) The parties agree to all the terms and conditions of this Agreement and each Exhibit, including those terms, conditions, rates, and discounts as contained in the Exhibits and Schedules attached to and incorporated within this Agreement. In the event of a conflict between the terms and conditions as expressed in this Agreement and the terms and conditions as expressed in the Exhibits attached to this Agreement, those terms and conditions expressed in this Agreement shall prevail. The Equipment will not be used for personal, family, or household purposes and shall be used for governmental purposes only.

(i) Insofar as applicable, and as permitted by law, COUNTY will comply with all applicable provisions of the Internal Revenue Code of 1986 as amended, including without limitations, Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest component of rental payments from gross income for the purposes of Federal income taxation.

SECTION 3. INSTALLATION AND USE OF EQUIPMENT.

(a) CONTRACTOR is responsible for all transportation, rigging,

and insurance charges with respect to delivery of Equipment. COUNTY will provide the required electric current and suitable place of installation for the Equipment with all appropriate facilities as specified by the manufacturer.

(b) At all times during the term of this Agreement, COUNTY shall be entitled to unlimited use of the Equipment; provided, however, COUNTY shall use the Equipment only in a careful and proper manner in conformance with the manufacturer's specifications for commercial or business purposes only and not for consumer, personal, home, or family purposes, and in compliance with all foreign, federal, state, and local laws, ordinances, and regulations in any way relating to the possession, use, operation, or maintenance of the Equipment. COUNTY shall keep the Equipment in its sole possession and control at all times. The Equipment will be used and operated by COUNTY in the normal and ordinary course of COUNTY's business the hours of which are not limited to five (5) days per week and include, in some cases, six (6) days or seven (7) days per week operations and operations during holidays. COUNTY makes no representations or guarantees as to the hours of usage that the Equipment will accrue each year. Title to all Equipment leased to COUNTY pursuant to this Agreement shall remain with COUNTY during the term of this Lease.

(c) At its own expense and with CONTRACTOR's prior written consent, COUNTY may make alterations in or add attachments to the Equipment provided such alterations or attachments do not interfere with the normal operation or maintenance of the Equipment. All such alterations and attachments shall become, upon the termination of this

Agreement, the property of CONTRACTOR unless such alterations and attachments can be removed from the Equipment without injury to the Equipment. At its sole expense, COUNTY shall remove such alterations and attachments and restore the Equipment to its original condition. COUNTY shall not affix the Equipment to real property or improvements thereon or in any other manner render the Equipment a "fixture" under applicable law without CONTRACTOR's written consent.

(d) Except as provided in subparagraph 3(c) above with respect to removable alterations and additions, upon the expiration or earlier termination of this Agreement, CONTRACTOR, at its sole expense and including without limitation, expenses of installation/de-installation, packaging, transportation, and in-transit insurance, shall inspect and take possession of the Equipment subject to the terms of this Agreement at the  location in Sanford, Seminole County, Florida. Said equipment shall be returned to CONTRACTOR in substantially the same operating order, repair, condition, and appearance as on the Delivery Date, reasonable wear and tear excepted. If COUNTY fails to return the Equipment to CONTRACTOR as agreed, COUNTY shall continue paying CONTRACTOR the prorated monthly Payment for said Equipment until the Equipment is returned, except that COUNTY shall not be liable for any additional Payments, penalties, or other charges if equipment is not returned in a timely manner to CONTRACTOR due to CONTRACTOR's delay in inspecting or taking possession of the Equipment. CONTRACTOR shall be solely responsible for the boxing and return freight of all leased Equipment upon termination of this Agreement.

(e) At its sole expense, CONTRACTOR may conspicuously and permanently affix such tags, decals, or plates to the Equipment indicating CONTRACTOR's equity position in the Equipment and COUNTY shall not permit their removal or concealment. Upon reasonable notice to COUNTY, CONTRACTOR or its agents shall have free access to the Equipment at reasonable times for the purpose of inspection and for any other purpose contemplated by this Agreement.

(f) Upon termination of the original lease term, the Equipment will return to CONTRACTOR; however, COUNTY may, at its sole option, purchase all or part of the leased Equipment at its residual value unless otherwise prohibited by Florida law or contrary to opinions issued by the Commission on Ethics for public officers and employees. If COUNTY decides not to purchase end-of-lease Equipment, CONTRACTOR will allow COUNTY employees to  purchase from CONTRACTOR end-of-lease Equipment at the same terms and conditions. After the original lease term expires, or at the end of the option, the lease shall automatically renew on a month-to-month basis for a period no greater than one (1) year, until it is terminated in writing by one of the parties.

SECTION 4. MAINTENANCE AND REPAIRS.

(a) During the term of this Agreement, COUNTY shall keep the Equipment in good repair, working order, and condition.

(b) COUNTY must maintain and use the Equipment in compliance with all laws and regulations. If the Equipment is damaged, lost, or stolen, COUNTY agrees to continue to make all payments due under this Agreement.

(c) Until leased item charges are paid in full and the Equipment has been returned to CONTRACTOR, COUNTY will:

(1) keep the Equipment insured for its full replacement value against all types of loss, including theft, and name CONTRACTOR or its assignees as loss payee; and

(2) provide and maintain an acceptable general public liability insurance policy or acceptable level of self insurance.

(d) CONTRACTOR is not responsible for any losses or injuries to COUNTY or any third parties caused by the negligent use of the Equipment by COUNTY.

SECTION 5. WARRANTIES.

(a) CONTRACTOR is leasing Equipment to COUNTY with a three (3), four (4), and five (5) year Lease on-site, next-day warranty.

(b) COUNTY represents and warrants that:

(1) it is a duly organized public body corporate and politic with full authority to enter into and perform its obligations under this Agreement and each attached Schedule;

(2) all necessary actions of its governing body have been taken and all necessary procedures have been complied with to give full effect to the execution, delivery and performance of this Agreement and terms;

(3) COUNTY has, in accordance with all applicable laws, budgeted and appropriated sufficient funds to make all Payments and meet all of its other obligations for the current fiscal year and such funds have not been expended for any other purpose;

(4) COUNTY will do all things lawfully within its power to

obtain and maintain funds for payment of the Payments (including providing for such payments in each budget or appropriation request submitted and adopted), to have such portions of budgets or appropriation requests approved, and to exhaust all available reviews and appeals in the event such portion of any budget or appropriation request is not approved;

(5) COUNTY has complied with Seminole County Purchasing Code requirements applicable to this Agreement and the acquisition of the Equipment;

(6) COUNTY has provided financial information and other statements to CONTRACTOR which are accurate and correct;

(7) upon CONTRACTOR's request, COUNTY will annually provide current financial statements, budgets, proofs of appropriation and other financial information relating to its ability to continue this Agreement and each Schedule; and

(8) the Equipment will be used only by COUNTY and only to perform essential governmental or proprietary functions consistent with the permissible scope of requisite and necessary authority and authorization to execute same on COUNTY's behalf.

SECTION 6. OPERATORS.

(a) COUNTY agrees that each piece of Equipment will only be operated by properly trained operators who are the employees or agents of COUNTY, subject to COUNTY's exclusive direction and control.

(b) COUNTY agrees that the Equipment will not be operated in a reckless or abusive manner or be improperly used.

SECTION 7. DISCLAIMER OF WARRANTIES.

(a) COUNTY represents that upon execution and delivery of the Delivery and Acceptance Certification it will have visually inspected the Equipment and agrees that all items of Equipment are of a size, design, capacity and manufacture selected by it, and it is satisfied that the same are suitable for COUNTY's purposes.

(b) COUNTY agrees that CONTRACTOR shall not be liable to COUNTY for any claim, loss, or damage, incidental, special, consequential, or otherwise, including without limitation, loss of profit, loss of business, or other financial loss, which may be caused by the negligent use of the Equipment by COUNTY or by any incident in connection therewith arising in strict liability negligence, contract, tort, or otherwise arising out of the Equipment or its use or this Agreement. Regardless of any such claim, loss, damage, or expense, COUNTY agrees that it will continue to pay such monthly rental charges and other sums as may come due under any lease order during the term thereof.

SECTION 8. QUIET POSSESSION AND ENJOYMENT. CONTRACTOR covenants that so long as COUNTY is not in default hereunder, neither CONTRACTOR nor any assignee will disturb COUNTY's quiet possession and enjoyment of the Equipment subject to and in accordance with the provisions of this Agreement.

SECTION 9. DAMAGE, DESTRUCTION OR LOSS.

(a) From and after acceptance of any Equipment to COUNTY's premises, COUNTY shall be responsible for and hereby assumes the entire risk of loss, theft, damage, or destruction with respect to all or any part of the Equipment, unless caused solely by the misconduct

or negligence of CONTRACTOR. Except as otherwise expressly provided herein no such occurrence shall relieve COUNTY of its obligations hereunder.

(b) In the event any Equipment is damaged after acceptance, COUNTY shall promptly notify CONTRACTOR. If such damaged Equipment can be repaired and rendered in as good repair, condition, and working order as before the damage and the damage is not covered under warranties, COUNTY shall promptly effect the same at its own cost and expense.

(c) If COUNTY fails to repair the damaged Equipment within thirty (30) days of the date the damage occurred or if any Equipment shall be damaged beyond repair or is lost, stolen, destroyed or, in the opinion of the manufacturer or the maintenance organization, is rendered permanently unusable  or not economically repairable for reasons other than obsolescence (any such occurrence hereinafter referred to as "Event of Loss"), COUNTY shall immediately notify CONTRACTOR of such Event of Loss, and at its sole expense, promptly replace the affected Equipment with a like or better unit which is in good repair, working order, and condition and otherwise acceptable to CONTRACTOR, with said replacement Equipment having a fair market value at least equal to that of the replaced Equipment prior to its being so affected. Any such replacement unit shall be conveyed to CONTRACTOR by COUNTY free and clear of any liens, claims, or other encumbrances, at no cost to CONTRACTOR. For the purpose of this Agreement, such replacement unit shall be deemed to be the Equipment which it replaced and thereafter shall be subject to the terms of this Agreement.

SECTION 10. PAYMENTS.

(a) COUNTY agrees to pay CONTRACTOR, within thirty (30) days of receipt of a valid invoice, the payments for each piece of Equipment based upon the rates established in Exhibit B and compensation for technical contracting services at the rates as shown in Exhibit C. The total annual compensation paid to the CONTRACTOR pursuant to this Agreement shall not exceed the amount budgeted for these services and products. Each payment shall consist of a principal component and an interest component as set forth in Exhibit B. If at any time the interest component is less than the stated interest rate in Exhibit B, CONTRACTOR will pass the more favorable interest rate to COUNTY, but will not exceed the Exhibit B rate.

(b) Payment shall start on the date of acceptance of the Equipment and remain fixed and constant as to the Equipment during the period this Agreement is in effect specifically including renewal periods.

(c) If any payment is not made by COUNTY when due, CONTRACTOR shall be entitled to such remedies as are stipulated in Chapter 218, Part VII, Florida Statutes (the Florida Prompt Payment Act) and Seminole County Administrative Code, Section 22.15, "Prompt Payment Procedures", in addition to any remedies provided herein.

(d) This Agreement is intended by the parties to be a comprehensive Agreement and no costs of any kind whatsoever, except as specifically set forth in this Agreement, shall be due to CONTRACTOR or required from COUNTY for any reason whatsoever.

(e) Payments will come from sources other than ad valorem

taxes.

SECTION 11. LIABILITY. No provision in this Agreement is intended or shall be construed as a waiver of COUNTY's sovereign immunity as granted and limited under the provisions of Florida law. In addition to the provisions under this Agreement, Exhibits, and subsequently added Exhibits, COUNTY will assume responsibility for repairs resulting from operator neglect, negligence, or abuse or from COUNTY's failure to perform as set forth in this Agreement, subject to the limitations as set forth in Section 768.28, Florida Statutes.

SECTION 12. INSURANCE.

(a) General. At its own cost, CONTRACTOR shall procure the insurance required under this Section.

(1) CONTRACTOR shall furnish COUNTY with a Certificate of Insurance signed by an authorized  representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by 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 the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate and at the option of COUNTY, CONTRACTOR shall 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 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 its failure to disapprove the insurance furnished by CONTRACTOR shall relieve CONTRACTOR of CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies

authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 440.57, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONTRACTOR shall, as soon as CONTRACTOR has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONTRACTOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONTRACTOR, CONTRACTOR shall, at 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 for the United States Longshoremen and Harbor Workers'  Compensation Act, Federal Employers' Liability Act, and any other applicable federal or state law.

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

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

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

(2) Commercial General Liability.

(A) 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



(4) Business Auto Policy.

(A) CONTRACTOR's insurance shall cover CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an

aggregate, CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000.00

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or its officials, officers, or employees shall be in excess of and not contributing to 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 or its employees or agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 13. TERMINATION.

(a) COUNTY may, by written notice to CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for COUNTY's

convenience or because of the failure of CONTRACTOR to fulfill CONTRACTOR's Agreement obligations. Upon issuance of such notice, COUNTY shall:

(1) immediately discontinue use of all Equipment provided by CONTRACTOR; and

(2) make available to CONTRACTOR all Equipment affected by this Lease for return to CONTRACTOR.

(b) Upon termination CONTRACTOR shall be paid lease fees for Equipment up to the date of termination.

(c) The rights and remedies of COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

SECTION 14. EMPLOYEE STATUS/INDEPENDENT CONTRACTOR.

(a) 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.

(b) CONTRACTOR assumes total responsibility for salaries; employment benefits; and federal, state, and local employment taxes, if any, attributable to CONTRACTOR's personnel and agrees to indemnify and hold COUNTY harmless from any responsibility for same.

(c) CONTRACTOR's relationship with COUNTY shall be that of Independent Contractor pursuant to the terms and conditions of this Agreement.

(d) CONTRACTOR agrees to provide all statutorily required

workers' compensation insurance for workers providing services under this Agreement and shall defend, indemnify, and hold harmless COUNTY from any losses, costs, damages, claims, actions (including attorneys' fees) on any liability for any injury or disease incurred by such CONTRACTOR workers.

SECTION 15. NON-APPROPRIATION OF FUNDS. If COUNTY has not allotted funds to continue leasing the Equipment for the next fiscal year, then COUNTY may terminate this Agreement at the end of the then current fiscal year. In the sole event of non-appropriation, COUNTY will not be obligated to make payments beyond the end of the then current fiscal year. At its sole expense, COUNTY will be obligated to return the Equipment to CONTRACTOR within ten (10) days of the date of termination. In the event of non-appropriation, COUNTY will furnish to CONTRACTOR upon request an  opinion of COUNTY's counsel which explains the basis of the non-appropriation, together with appropriate documentation evidencing the non-appropriation.

SECTION 16. 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 material 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 17. EQUAL OPPORTUNITY EMPLOYMENT. CONTRACTOR agrees that

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

SECTION 18. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Florida Statutes to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Florida Statutes and that said statutes control over the terms of this Agreement. CONTRACTOR agrees to cooperate in providing any records requested in the event of such a request.

SECTION 19. GOVERNING LAW/VENUE. This Agreement has been executed and delivered by CONTRACTOR in the State of Florida and shall be governed by the Laws of the State of Florida except for local filing or recording requirements in any other state or jurisdiction. CONTRACTOR consents to venue of any action by either COUNTY or CONTRACTOR to be in the Judicial Circuit in and for Seminole County, Florida (as to State actions) and in the United States District Court, Middle District of Florida (as to Federal actions).

SECTION 20. EQUIPMENT RETURN. At the end of its lease term, each piece of Equipment will be inspected and reclaimed by CONTRACTOR

at the Equipment installation location in Sanford, Seminole County, Florida, unless COUNTY has chosen to exercise its option to purchase said Equipment or renew the lease pursuant to Section 3(f) of this Agreement.

SECTION 21. NOTICES; SIGNATURE AUTHORIZATION.

(a) Unless otherwise specifically provided for herein, notices will be in writing and mailed certified mail, return receipt requested, to the parties at the following addresses:

For COUNTY:

Business Innovation & Technology Services Director
County Services Building, Second Floor, #2180
1101 E. First St.
Sanford, FL 32771

and:

Purchasing Director
County Services Building, #3208 
1101 E. First Street
Sanford, FL 32771

For CONTRACTOR:

Executive Source, Inc. d/b/a
ESQ IT Solutions
1013 Montana Street
Orlando, Florida 32803

SECTION 22. ASSIGNMENT. COUNTY may not sell, pledge, transfer, assign, or sublease the Equipment or this Agreement or any Exhibit attached hereto. CONTRACTOR may sell, assign, or transfer all or any part of this Agreement and/or the Equipment. The new owner will have the same rights that CONTRACTOR has, but COUNTY agrees it will not assert against the new owner any claims, defenses, or set-offs that it may have against CONTRACTOR or any supplier.

SECTION 23. SEVERABILITY OF INVALID PROVISION. If any one or more of the covenants or provisions of this Agreement shall be held to

be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants or provisions shall be null and void, shall be deemed separable from the remaining covenants or provisions of this Agreement, and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

SECTION 24. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and in the completed and executed Schedules attached hereto 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 in a document of equal dignity herewith.

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

EXECUTIVE SOURCE, INC. d/b/a
ESQ IT SOLUTIONS

Secretary

By: _____
President

[CORPORATE SEAL]

Date: _____

(County Signature Page Follows)

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

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

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

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

County Attorney

Attachments:

- Exhibit A - Scope of Services and Service Level Agreement
- Exhibit B - Equipment and Financial Rates
- Exhibit C - Technical Contract  Services Description and Rates

AEC:jjr:sjs
8/13/07, 11/26/07
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Exhibit "A"

Purpose:

The purpose of this Support Service Level Agreement (SLA) is to formalize an arrangement between ESQ and Seminole County Government to deliver specific support services, at specific levels of support, in an agreed-upon timeframe. This document is intended to provide details of the provision of support services to Seminole County Government. This SLA will evolve over time, with additional knowledge of the client requirements, as well as the introduction of new equipment and/or services into the support portfolio provided to Seminole County Government.

Scope:

This agreement defines the service level standards agreed upon by Seminole County Bits and ESQ and covers the online order entry system, the timely imaging and shipping of lease orders, the receipt, inventory, scheduling and timely installation to the desktop and acceptance of all lease orders. This also includes removal and disposition of end of lease HP equipment through lease buyback or return to ESQ and the warranty and repair of all lease equipment covered under the associated leasing contract. End of Lease Gateway equipment procedures fall under the provisions of the extended contract with the previous IT partner. ESQ will remove equipment and deliver to the 302 Bush location and contact the correct representatives to ensure proper disposition occurs.

Services provided by ESQ under this agreement

Initial hardware consultation, quoting and standardization of County lease program.

Delivery of County lease orders within 12 Business days of order placement.

Installation of County provided image, additional software and deployment of hardware to the user's desktop within 10 business days of receipt.

Maintain an onsite stock of spare PC's and equipment to replace exiting defective or out of service devices until warranty repair or replacement can be accomplished.

Facilitate onsite next day warranty service for all installed lease equipment related to this contract.

Maintain a stock of common failure items to provide next day in house warranty support on all lease equipment.

Responsible for equipment inventory and lease tracking reports.

Responsible for monitoring and reporting failure and warranty tracking.

Incident and/or issue tracking.

Facilitate the employee buyback program for HP end of lease equipment.

Limitations:

Lease order size – lease orders of less than 100 pieces shall be deployed in ten business days from onsite delivery. Lease order deliveries of more than 100 pieces shall be determined by mutual agreement between the County and ESQ as to the length of time and resources utilized for installation.

Service Level Objectives:

ESQ will provide initial hardware consultation, quoting and online acceptance of County lease orders.

- a. ESQ will advise Seminole County upon receipt of lease order.
- b. ESQ will work with Seminole County on developing initial model images.
- c. ESQ will image and ship the lease order to arrive on site at 302 Bush no more than 12 Business days from the placement of the order.
- d. ESQ will identify to Seminole County, within 7 days of lease order placement, of any manufacturer delays identified to them that would effect the 12 business day delivery cycle of the given lease order due to unavailability of the quantity or model of equipment.
- e. In this circumstance, ESQ must provide Seminole County a list of options available, i. e. suitable equipment substitutions available, partial order shipment, current lease extension, etc. Seminole County will select the course of action and work with ESQ on the revised plan.
- f. ESQ will advise Seminole County in advance on any model changes to ensure new images are created well in advance of new model shipping dates.

ESQ will deploy lease hardware to the user's desktop within 10 business days of receipt at 302 Bush

- a. ESQ will be responsible to install additional software and schedule installs with Seminole County users.
- b. In the event a user is unavailable for an extended period of time ESQ will escalate to TNT manager for resolution..
- c. ESQ will be responsible for delivery of lease equipment from 302 Bush to users desktop.
- d. Seminole County will accept a lease order after the last piece of equipment has been successfully deployed and tested.
- e. If a lease order acceptance is delayed over thirty days due to a County resource or situation not allowing the deployment of lease equipment the County will accept the lease order and keep the equipment at 302 Bush until it can be deployed by ESQ.
- f. If a lease order acceptance is delayed over thirty days due to manpower or scheduling issues caused by ESQ the County will not accept the lease order. Once the last piece of the lease order is deployed by ESQ the County will accept and the warranty period will begin.

Facilitate onsite next day warranty service for all installed lease equipment related to this contract.

- a. ESQ must provide next business day warranty support on all equipment covered under this agreement.
- b. ESQ will maintain a stock of common failure items to provide next day in house warranty support on all lease equipment.
- c. ESQ must provide a loaner PC's or Laptop to the user if the initial call was placed before 2PM EST and warranty services or repair extend past noon on next day service calls.
- d. If the initial service call was placed after 2PM then ESQ must provide a loaner PC's or Laptop to the user if warranty services or repair extend past Close of Business (5 PM EST) on next day service calls.
- e. ESQ will maintain a stock of loaner PC's (one spare per 100 pc's and/or laptops, not to exceed 17) and have these preloaded with a standard image to facilitate quick replacement of defective lease equipment. This stock level must be constantly monitored and not allowed to fall below the 50% availability level. Seminole County must be immediately notified in writing once this 50% level is exceeded and the situation will be closely monitored until the levels can be brought back up or otherwise adjusted.
- f. ESQ will be responsible for tracking all warranty issues including tracking of spares and ensuring repaired equipment is returned to its original deployed location to ensure continuity of lease orders. In the event equipment is replaced due to a warranty repair issue ESQ will be responsible to notify the lease company of the serial number changes.

ESQ will be responsible for tracking of the following

- a. ESQ is responsible for maintaining the equipment inventory and lease tracking reports of all equipment covered under this agreement.
- b. ESQ is responsible for monitoring and reporting failure and warranty tracking of all equipment covered under this agreement.
- c. ESQ is responsible for incident and /or issue tracking for the specific models of equipment covered under this agreement. They will advise Seminole County in writing of any trends discovered with any equipment covered under this agreement.

Service Level Indicators:

- a. ESQ will image and ship the lease order to arrive on site at 302 Bush no more than 12 business days from the placement of the order.
- b. ESQ will deploy lease hardware to the user's desktop within 10 business days of receipt at 302 Bush.
- c. ESQ will maintain a stock of loaner PC's (one spare per 100 pc's and/or laptops, not to exceed 17) and have these preloaded with a standard image to facilitate quick replacement of defective lease equipment. This stock level must be constantly monitored and not allowed to fall below the 50% availability level. Seminole County must be immediately notified in writing once this 50% level is exceeded and the situation will be closely monitored until the levels can be brought back up or otherwise adjusted.

- d. ESQ must provide next business day warranty support on all equipment covered under this agreement.
- e. ESQ must provide a loaner PC's or Laptop to the user if the initial call was placed before 2PM EST and warranty services or repair extend past noon on next day service calls.
- f. If the initial service call was placed after 2PM then ESQ must provide a loaner PC's or Laptop to the user if warranty services or repair extend past Close of Business (5 PM EST) on next day service calls.

Non-Performance:

Failure by ESQ to meet any of the Service level indicators above will result in a penalty of \$100 imposed per incident per day until the requirements are met.

Additionally ESQ's CEO and onsite program manager will be required to attend a meeting at Seminole County within 48 hours of the determination of the non-performance condition. They will provide an explanation to Seminole County of the existing condition and provide a proposed resolution of the issues.

Reporting:

ESQ will provide weekly equipment inventory and lease tracking reports of all equipment covered under this agreement.

ESQ will provide weekly equipment failure and warranty tracking of all equipment covered under this agreement.

ESQ will provide weekly equipment incident and /or issue tracking for the specific models of equipment covered under this agreement. They will advise Seminole County in writing of any trends discovered with any equipment covered under this agreement.

ESQ will provide weekly reports on the status of all loaner equipment and notify the County in writing if the loaner supply level falls below 50 %.

ESQ will provide a weekly schedule to the TNT manager on Friday. This schedule will include all installs and lease order acceptance, deliveries, and warranty repairs scheduled for the following week

Reviews:

Seminole County will host a quarterly meeting with ESQ to discuss this SLA and discuss recommended adjustments. Seminole County Government and ESQ should work together on changes and jointly draft up the amendment for approval.

Revisions:

Any changes to this Service Level Agreement will require the approval of Seminole County Government and ESQ management. Changes to this agreement will take place through an amendment which will be attached to the original SLA and annotated as amendment number one, two and so on, and the date the amendment was approved.

Price Proposal - Residual Value and Lease Factor

	36	Standard Color Printer	3%	0.03096	0.09221
	36	Standard Plotter	3%	0.03096	0.09221
	36	Standard B&W Multifunction Printer	3%	0.03096	0.09221
	36	Standard Color Multifunction Printer	3%	0.03096	0.09221
	36	Miscellaneous Printer	3%	0.03096	0.09221
	36	Standard B&W Scanner	3%	0.03096	0.09221
	36	Standard Color Scanner	3%	0.03096	0.09221
	36	Standard Server	3%	0.03096	0.09221
	36	Standard SAN	3%	0.03096	0.09221
	36	Miscellaneous Server	3%	0.03096	0.09221
	36	Tape Back-up Solution	3%	0.03096	0.09221
	36	Miscellaneous Network Equipment	3%	0.03096	0.09221
	36	Firewall Appliance	3%	0.03096	0.09221
	36	DVD Duplicator	3%	0.03096	0.09221
	48	Standard Desktop Computer	2%	0.02431	0.07239
	48	Mid-Level Desktop Computer	2%	0.02431	0.07239
	48	High-Level Desktop Computer	2%	0.02431	0.07239
	48	Standard Laptop Computer	2%	0.02431	0.07239
	48	Mid-Level Laptop Computer	2%	0.02431	0.07239
	48	Toshiba Laptop Computer	2%	0.02431	0.07239
	48	Panasonic Laptop Computer	2%	0.02431	0.07239
	48	Miscellaneous Monitor	2%	0.02431	0.07239
	48	Projector	2%	0.02431	0.07239
	48	Apple Computer	2%	0.02431	0.07239
	48	Standard Black and White Printer	2%	0.02431	0.07239
	48	Standard Color Printer	2%	0.02431	0.07239
	48	Standard Plotter	2%	0.02431	0.07239
	48	Standard B&W Multifunction Printer	2%	0.02431	0.07239
	48	Standard Color Multifunction Printer	2%	0.02431	0.07239
	48	Miscellaneous Printer	2%	0.02431	0.07239
	48	Standard B&W Scanner	2%	0.02431	0.07239
	48	Standard Color Scanner	2%	0.02431	0.07239
	48	Standard Server	2%	0.02431	0.07239
	48	Standard SAN	2%	0.02431	0.07239
	48	Miscellaneous Server	2%	0.02431	0.07239
	48	Tape Back-up Solution	2%	0.02431	0.07239
	48	Miscellaneous Network Equipment	2%	0.02431	0.07239
	48	Firewall Appliance	2%	0.02431	0.07239
	48	DVD Duplicator	2%	0.02431	0.07239
	60	Standard Desktop Computer	1%	0.02031	0.06043
	60	Mid-Level Desktop Computer	1%	0.02031	0.06043
	60	High-Level Desktop Computer	1%	0.02031	0.06043
	60	Standard Laptop Computer	1%	0.02031	0.06043
	60	Mid-Level Laptop Computer	1%	0.02031	0.06043
	60	Toshiba Laptop Computer	1%	0.02031	0.06043
	60	Panasonic Laptop Computer	1%	0.02031	0.06043

Price Proposal - Residual Value and Lease Factor

60	Miscellaneous Monitor	1%	0.02031	0.06043
60	Projector	1%	0.02031	0.06043
60	Apple Computer	1%	0.02031	0.06043
60	Standard Black and White Printer	1%	0.02031	0.06043
60	Standard Color Printer	1%	0.02031	0.06043
60	Standard Plotter	1%	0.02031	0.06043
60	Standard B&W Multifunction Printer	1%	0.02031	0.06043
60	Standard Color Multifunction Printer	1%	0.02031	0.06043
60	Miscellaneous Printer	1%	0.02031	0.06043
60	Standard B&W Scanner	1%	0.02031	0.06043
60	Standard Color Scanner	1%	0.02031	0.06043
60	Standard Server	1%	0.02031	0.06043
60	Standard SAN	1%	0.02031	0.06043
60	Miscellaneous Server	1%	0.02031	0.06043
60	Tape Back-up Solution	1%	0.02031	0.06043
60	Miscellaneous Network Equipment	1%	0.02031	0.06043
60	Firewall Appliance	1%	0.02031	0.06043
60	DVD Duplicator	1%	0.02031	0.06043
72	Mainframe Server	1%	0.0177	0.05264

Please note under lease proposal Seminole County pays no Property Taxes.

Hooper, Ray

From: Gordon, Thomas [Tom.Gordon@NC-4.com]
Sent: Tuesday, November 20, 2007 2:23 PM
To: Hooper, Ray
Subject: leasing

Hello Ray,

We will use the same residuals and lease rate factors with ESQ as we originally offered through Pomeroy.

The following indexing language will be added to our agreement:

Indexing: This is a fixed rate lease. At the beginning of each calendar quarter, the Lease Rate Factor will be indexed to the 3-year Interest Rate Swap as of 11/16/09 as quoted in the Federal Reserve Statistical Release, H.15. The Lease Rate Factor in this proposal may be adjusted at the time of funding. Rent payments shall then be fixed for the Lease Term. For each two point change in the index rate, the Lease Rate Factor will be adjusted .001%.

A new Master Lease Agreement will be sent to you upon your Board's approval to document our working with ESQ.

Thank you. We look forward to continuing to work with you.

Tom Gordon
407-788-8225

11/26/2007

Hooper, Ray

From: Gordon, Thomas [Tom.Gordon@NC-4.com]
Sent: Friday, November 23, 2007 11:50 AM
To: Hooper, Ray
Subject: link

Hi Ray -

Here is the link for the H.15 we discussed:

<http://www.federalreserve.gov/releases/h15/current/>

I hope you and yours are having a wonderful Thanksgiving weekend.

Tom Gordon
407-788-8225

11/26/2007

Vendor:	ESQ IT Solutions		LOTS FOR NEW LEASED EQUIPMENT									
Date:	24-Sep-07											
Lot A	LEASE OF NEW COMPUTERS AND LAPTOPS											
Applicants must indicate discount associated with the maintenance of the equipment												
Applicants may propose to the County all Lots, Partial Lots or Combination of Lots												
Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate	
Example	MFG: ABC CO. - Model 123	50	EA	State Contract	10%							
A-1	Price to Lease Standard Desktop Computer			Internet List Price								
	MFG:Hewlett Packard	1000	EA	\$1,257.00	48.69% (Desktop/Monitor)	\$72.00	\$50.00	\$99.00				
	MODEL:HP dc7800 Small Form Factor with 17" LCD Monitor			ILP Price		Next Business Day On-site 4 hr response	Next Business Day On-site - Desktop + Monitor	Next Business Day On-site Desktop + Monitor				
	Options:											
	56K Modem			28.00	42.85%							
	Additional 512MB Memory			57.00	45.61%							
	Additional 1GB Memory			96.00	32.29%							
	Additional 2GB Memory			261.00	40.61%							
	Additional 80GB Hard Drive			86.00	36.04%							
	Additional 160GB Hard Drive			106.00	38.67%							
	Additional 250GB Hard Drive			154.00	44.80%							
	48X SATA Combo CD-RW			96.00	47.91%							
	22" Flat Panel Monitor			276.00	9.78%							
	Factory Image Load			20.00	50%							
A-2	Price to Lease Mid-Level Desktop Computer			Internet List Price								
	MFG:Hewlett Packard	150	EA	\$1,671.00	45.66% (Desktop/Monitor)	\$72.00	\$50.00	\$99.00				
	MODEL:HP dc7800 Small Form Factor with 19" Monitor			ILP Price		Next Business Day On-site 4 hr response	Next Business Day On-site - Desktop + Monitor	Next Business Day On-site Desktop + Monitor				
	Options:											
	56K Modem			28.00	42.85%							
	Additional 512MB Memory			57.00	45.61%							
	Additional 1GB Memory			96.00	32.29%							
	Additional 2GB Memory			261.00	40.61%							
	Additional 80GB Hard Drive			86.00	36.04%							
	Additional 160GB Hard Drive			106.00	38.67%							
	Additional 250GB Hard Drive			154.00	44.80%							
	48X SATA Combo CD-RW			96.00	47.91%							
	17" Flat Panel Monitor			222.00	25.67%							
	Factory Image Load			20.00	50%							
A-3	Price to Lease High-Level Desktop Computer			Internet List Price								
	MFG:Hewlett Packard	100	EA	\$2,016.00	45.53%	\$72.00	\$50.00	\$99.00				
	MODEL:HP dc7800 Convertible Minitower with 22" Monitor			ILP Price		Next Business Day On-site 4 hr response	Next Business Day On-site - Desktop + Monitor	Next Business Day On-site Desktop + Monitor				
	Options:											
	56K Modem			28.00	42.85%							
	Additional 512MB Memory			57.00	45.61%							
	Additional 1GB Memory			96.00	32.29%							
	Additional 2GB Memory			261.00	40.61%							
	Additional 80GB Hard Drive			86.00	36.04%							
	Additional 160GB Hard Drive			106.00	38.67%							
	Additional 250GB Hard Drive			154.00	44.80%							
	48X SATA Combo CD-RW			96.00	47.91%							
	17" Flat Panel Monitor			222.00	25.67%							
	Factory Image Load			20.00	50%							

Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	HP CarePack Discount off MSRP	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate
Vendor: ESC11 Solutions Date: 24-Sep-07 Lot B LEASE OF NEW PRINTERS, SCANNERS, PROJECTORS & PLOTTERS Applicants must indicate discount associated with the maintenance of the equipment Applicants may propose to the County all Lots, Partial Lots or Combination of Lots								
B-1	Price to Lease Standard B&W Printer MFG: Hewlett Packard MFG: Ricoh MFG: Xerox MFG: KIP Model: Various	150	EA	HP 9050dn HP 4250n HP 4350dl HP Price List	32%	10%		
B-2	Price to Lease Standard Color Printer MFG: Hewlett Packard MFG: Ricoh MFG: Xerox MFG: KIP	25	EA	HP 5550 dtn HP 2600n HP 4700i HP Price List	31%	10%		
B-3	Price to Lease Standard Plotter(s) MFG: Hewlett Packard	15	EA	HP 26100 HP T110 HPT1100bs HP List Price	30%	10%		
B-4	Price to Lease Standard B&W Multifunction Printer MFG: Hewlett Packard MFG: Ricoh MFG: Xerox	10	EA	HP M5035xs HP List Price	32%	10%		
B-5	Price to Lease Standard Color Multifunction Printer MFG: Hewlett Packard MFG: Ricoh MFG: Xerox	10	EA	HP 5550 dtn HP Price List	32%	10%		
B-6	Price to Lease of Miscellaneous Printers MFG: Pantex Model: Various MFG: Genicom Model: Various MFG: Epson Model: Various	1	EA					
B-7	Price to Lease Standard B&W/Color Scanner (s) MFG: Fujitsu MFG: Viar MFG: Contex MFG: Hewlett Packard MFG: OCE MFG: KIP	30	EA	HP 7560 HP 8270 HP Price List	31%	10%		
B-8	Price to Lease Projectors MFG: Epson Model: Various MFG: NEC Model: Various	10	EA	Poverite 1700c 1710c 1610p MSRP VT595 MSRP	18%	30%		

Lot #	Description	Quantity	Units	Source of Published List Price	Discount % of Published List Price	HP CasePack Discount off of MSRP	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
C-1	Price to Lease Standard Server MFG: Hewlett Packard	100	EA	state of florida contract	10%	10%			
	Model: Various								
C-2	Price to Lease Standard SAN MFG: Hewlett Packard	2	EA	state of florida contract	10%	10%			
	MFG: Hitachi		EA						
	MFG: EMC		EA						
C-3	Model: Various Price to Lease Miscellaneous Server MFG: Sun	1	EA	state of florida contract	10%	10%			
	Model: Various								
C-4	Price to Lease Mainframe Server MFG: IBM	1	EA	state of florida contract	10%	10%			
	Model: Various								
C-5	Price to Lease Tape Back up solutions MFG: Hewlett Packard	8	EA	state of florida contract	10%	10%			
	MFG: Quantum								
	Model: Various								

Price Proposal - Lot D - Routers, Switches, Netw

Vendor:	ESQ IT Solutions												
Date:	24-Sep-07												
Lot D	LEASE OF NEW MISCELLANEOUS ROUTERS, SWITCHES AND MISCELLANEOUS NETWORK												
	Applicants must indicate discount associated with the maintenance of the equipment												
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots												
Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	Smartnet Support - % off MSRP					3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
D-1	Price to Lease Miscellaneous Routers, Switches, Network Equipment, Wireless												
	MFG: Cisco	225	EA	MSRP	33%	15%							
	Model: Various												

Price Proposal - Lot E - Firewall Appliances

Vendor:	ESQ IT Solutions											
Date:	24-Sep-07											
Lot E	LEASE OF NEW FIREWALL APPLIANCES											
	Applicants must indicate discount associated with the maintenance of the equipment											
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots											
Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate	
E-1	Discount offered on the Lease of Firewall Appliance											
	MFG: <u>Nokia</u>	6	EA	MSRP	30%							
	MFG: <u>Checkpoint</u>	6	EA	MSRP	30%							
	Model: <u>Various</u>											

Price Proposal - Lot F - Misc. Equipment

Vendor:	ESQ IT Solutions													
Date:	24-Sep-07													
Lot F	LEASE OF NEW MISCELLANEOUS EQUIPMENT													
	Applicants must indicate discount associated with the maintenance of the equipment													
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots													
	Lot #	Description	Quantity	Units	Source of Published List Price	Discount % off Published List Price	Monthly Unit Lease Price	Total Monthly Lease Price	3 Yr Warranty Cost	4 Yr Warranty Cost	5 Yr Warranty Cost	3 Yr Lease Annual Lease Rate	4 Yr Lease Annual Lease Rate	5 Yr Lease Annual Lease Rate
	F-1	Price to Lease DVD Duplicator												
		MFG: Primera Technology	2	EA	MSRP:	10%								
		Model: Various												
		Model: Various												

Exhibit "C"

RFP600007-06-BJC

Price Proposal - Lot G - Staffing Services

Vendor:	ESQ IT Solutions								
Date:	24-Sep-07								
Lot G	COSTS FOR TECHNICAL CONTRACT STAFFING SERVICES								
	Applicants must indicate discount associated with the maintenance of the equipment								
	Applicants may propose to the County all Lots, Partial Lots or Combination of Lots								
	Lot #	Description	Quantity	Units	Hourly Rate	Weekly Cost	Monthly Cost	Annual Cost	
	G-1	Technical staffing hourly rate/person	4	EA	\$38.00/\$55.00				
	G-2	Weekly rate based on 40 Hours/person	4	EA	NA				
	G-3	Monthly rate based on 160 hours/person	4	EA	\$38.00				

RFP Evaluation/Consensus Score for Lease/Purchase of Computer Equipment
RFP-600244-07/GGM

	ESQ IT Solutions	Prosys	Pomeroy						
Highly Acceptable (3)	8								
Acceptable (2)		5	6						
Marginal (1)		2	2						
Unsatisfactory (0)		1							
Total Score	24	12	14	0	0	0	0	0	0

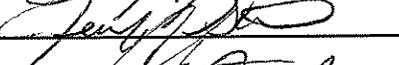
Evaluators:

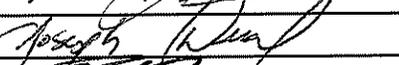
- John Taylor, Operations Division Manager/BITS Department
- Paula Irby, Financial Manager/BITS Department
- Lucie Poynter, Project Manager II, BITS Department
- Clint Patterson, Technology Engineer, BITS Department
- Jennifer Stevens, Customer Support Desk Tech, BITS Department
- Chris Giles, Technology Network Team Mgr, BITS Department
- Joseph Dual, Network Technician, BITS Department
- Robert Beach, Director, BITS Department





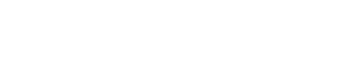












**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

ROBERT BEACH

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

HIGHLY ACCEPTABLE

I FELT THEY REALLY UNDERSTOOD OUR NEEDS. THEIR PAST EXPERIENCES WITH OTHER GOV. AGENCIES WAS APPARENT.

Criteria: Proposed repair and warranty support

HIGHLY ACCEPTABLE

THEY WERE THE ONLY ONES TO INCLUDE 2 STAFF MEMBERS ONSITE IN THEIR BASE PROPOSAL

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

HIGHLY ACCEPTABLE

THEIR EXPERIENCE WITH LARGE IMPLEMENTATIONS WAS VERY APPARENT. THEY REALLY SEEMED WELL VERSED IN OUR NEEDS.

Overall Rating:

Highly Acceptable

Marginal

Acceptable

Unsatisfactory

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

ROBERT BEACH

**Describe strengths, weaknesses and deficiencies to support your
assessment.**

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

ACCEPTABLE

Criteria: Proposed repair and warranty support

ACCEPTABLE

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

ACCEPTABLE

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable (✓)

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

ROBERT BEACH

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

ACCEPTABLE

Criteria: Proposed repair and warranty support UNSATISFACTORY

~~THEY DID NOT~~ THEY DID NOT APPEAR TO UNDERSTAND THE RFP OR OUR LEVEL OF EXPECTATION FOR REPAIR + WARRANTY SUPPORT.

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

UNSATISFACTORY. I DIDN'T FEEL THEY COMPLETELY UNDERSTOOD THE SCOPE OF THE RFP

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable ()

Unsatisfactory (✓)

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

JOE DUAL

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

7M + TECH INCLUDED
EBB EDL INCLUDED

Criteria: Proposed repair and warranty support

SPARES / PARTS LOCATED @ ORLANDO FACILITY
24x7 HELP DESK
30+ TECHNICIANS w/ VEHICLE

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

DETAILED UNDERSTANDING + PLAN

Overall Rating:

Highly Acceptable (✓)
Marginal ()

Acceptable ()
Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

JOE DUAL

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

Ø - PERSONS ON-SITE W/ BASE CONTRACT

Criteria: Proposed repair and warranty support

HP SUPPORT DIRECT W/ HP OR THROUGH POMEROY
W/ MANPOWER (LTC)

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

GOOD UNDERSTANDING

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable (✓)

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

JOE DUAL

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

4 PERSONS w/ BASE CONTRACT

Criteria: Proposed repair and warranty support

DIRECT w/ HP UNLESS LOT 6 OPTION

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

SPOTTY

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable (✓)

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

Paula Tracy

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Highly Acceptable
Value added list in Base proposal
2 techs in base proposal
Lot G & flexible but accordance w/ # of
Cisco pricing needs to be Readdressed with staff needed

Criteria: Proposed equipment and/or services

Acceptable

Criteria: Proposed repair and warranty support

Highly Acceptable - huge
history of installs w/ surrounding
govt entities. Good reference

**Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement**

Highly Acceptable. Providing PM + Tech
outside of Lot G

Overall Rating:

Highly Acceptable (✓)

Marginal ()

Acceptable ()

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

Paula Irby

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Acceptable

Criteria: Proposed repair and warranty support

Marginal

**Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement**

Acceptable

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable (✓)

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

Paula Fry

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Marginal

Criteria: Proposed repair and warranty support

Have to go thru HP (not Prosys) ^{Unsatisfactory}

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

Marginal

Overall Rating:

Highly Acceptable ()
Marginal (✓)

Acceptable ()
Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

Chris Giles

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Highly Acceptable → On site Project Manager and Technician
as part of Base pricing.
Disaster Recovery group to aide in Redundancy.
Customized Web Portal

Criteria: Proposed repair and warranty support

Highly Acceptable → On site techs and Proj MGR, provided
spares for repair, and SLA'S.

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

Highly Acceptable → They answered questions and scenarios
with detail, experience and confidence.

Overall Rating:

Highly Acceptable (✓)

Marginal ()

Acceptable ()

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

Chris Giles

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Marginal

Criteria: Proposed repair and warranty support

Unsatisfactory → Based off current performance and projected support standards.

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

Acceptable

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable ()

Unsatisfactory ()

(✓)

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

Chris Giles

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Marginal

Criteria: Proposed repair and warranty support

Unsatisfactory → All Staffing is A LA CARTE, and they
seemed to be un-familiar and un-experienced
with our needs.

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

Unsatisfactory → Did not seem to be understanding
of our scope of work.

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable ()

Unsatisfactory (✓)

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

Clint Patterson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Acceptable

Criteria: Proposed repair and warranty support

Highly Acceptable - Project manager & Support technician onsite in
near proposal

**Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement**

Highly Acceptable - Customer Service DRIVEN, Flexible in process

Overall Rating:

Highly Acceptable (X)
Marginal ()

Acceptable ()
Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

Clint Pattison

**Describe strengths, weaknesses and deficiencies to support your
assessment.**

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Acceptable

Criteria: Proposed repair and warranty support

Acceptable

**Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement**

Highly Acceptable - understands the operation completely

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable ()

Unsatisfactory ()

()
()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

Clint Patterson

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Acceptable

Criteria: Proposed repair and warranty support

Marginal - will not fully meet our needs

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

Marginal

Overall Rating:

Highly Acceptable ()

Marginal (X)

Acceptable ()

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

LUCIE POYNTER

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

HIGHLY ACCEPTABLE
(2) ON-SITE EMPLOYEES - (1) PM (1) DEDICATED TECHNICIAN
LOCAL ON-SITE SPARES
EBB PROCESS NO EXTRA COST

Criteria: Proposed repair and warranty support

HIGHLY ACCEPTABLE
LOCAL ON-SITE SPARES
ON-SITE TECHNICIAN FOR WARRANTY SUPPORT
ON-SITE PROJECT MANAGER - GOOD REFERENCE

**Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement**

ACCEPTABLE - CUSTOMIZED WEB-PORTAL
WORK WITH MANUFACTURER ON TRACKING ORDERS VIA WEB SITE

Overall Rating:

Highly Acceptable
Marginal

Acceptable
Unsatisfactory

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

LUCIE POYNTER

**Describe strengths, weaknesses and deficiencies to support your
assessment.**

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

ACCEPTABLE

Criteria: Proposed repair and warranty support

MARGINAL

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

ACCEPTABLE

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable

Unsatisfactory

(X)

()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

LUCIE POYNTER

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

ACCEPTABLE

Criteria: Proposed equipment and/or services

MARGINAL

Criteria: Proposed repair and warranty support

MARGINAL

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

MARGINAL

Overall Rating:

Highly Acceptable ()

Marginal (X)

Acceptable ()

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

Jennifer Stevens

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

acceptable

Criteria: Proposed equipment and/or services

Highly acceptable - giving 2 technicians in their base RFP @ no cost to County.

Criteria: Proposed repair and warranty support

Highly acceptable - will do SLA w/ us + have 2 techs on site in their base RFP @ no cost to County.

**Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement**

Highly acceptable - Very in tune w/ what County needs + expects. Talked w/ a lot of experience

Overall Rating:

Highly Acceptable ()
Marginal ()

()
 ()

Acceptable ()
Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

Jennifer Stearns

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Marginal - ~~will~~ will need to pay for any
services outside of warranty

Criteria: Proposed repair and warranty support

Marginal ~~HP Direct~~ County will be
dealt w/ HP Direct for warranty issues
we get no support from Pomeroy until it
escalates, which wastes county money + should
be included w/ the ~~HP~~ Warranty @ NO COST
Contract w/ Pomeroy not HP. ~~can~~ Pay Lot 6

Criteria: Understanding of the Scope of Services and approach plan to support

The needs and objectives of the procurement

Acceptable

Overall Rating:

Highly Acceptable ()

Marginal ()

Acceptable

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

Jennifer Stevens

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Acceptable

Criteria: Proposed equipment and/or services

Marginal - All work including warranty is done @ extra cost

Criteria: Proposed repair and warranty support

Marginal - All work including warranty is done @ extra cost or we can deal direct w/ HP for warranty.

**Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement**

Marginal - Although Prosys had experience in municipal firms, they did not seem to understand our needs in this RFP.

Overall Rating:

Highly Acceptable ()

Marginal (X)

Acceptable ()

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: ESQ IT Solutions

EVALUATION COMMITTEE MEMBER:

John Taylor

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Cost are equatable

Criteria: Proposed equipment and/or services

Strengths - provide onsite program manager and onsite tech as part of contract

Criteria: Proposed repair and warranty support

Strengths - ESQ has a local presence and will provide warranty support.

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

Strengths - ESQ understands and welcomes an SLA for services and warranty support

Overall Rating:

Highly Acceptable

Marginal

Acceptable

Unsatisfactory

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Pomeroy IT Solutions

EVALUATION COMMITTEE MEMBER:

John Taylor

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Marginal - proposal doesn't include any on-site staffing.

Criteria: Proposed equipment and/or services

Marginal Acceptable

Criteria: Proposed repair and warranty support

Unsatisfactory - Did not provide acceptable criteria for delivery and/or warranty support.

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

Acceptable except for the warranty support.

Overall Rating:

Highly Acceptable ()

Marginal (X)

Acceptable ()

Unsatisfactory ()

**RFP-600244-07/GGM - Lease/Purchase of Computer Equipment and/or
Technical Contract Staffing Services**

PROPOSERS NAME: Prosys

EVALUATION COMMITTEE MEMBER:

John Taylor

Describe strengths, weaknesses and deficiencies to support your assessment.

Criteria: Proposed Cost

Marginal

Criteria: Proposed equipment and/or services

Marginal

Criteria: Proposed repair and warranty support

unsat - did not provide a warranty support system

Criteria: Understanding of the Scope of Services and approach plan to support
The needs and objectives of the procurement

Marginal - did not provide local warranty support

Overall Rating:

Highly Acceptable ()

Marginal (X)

Acceptable ()

Unsatisfactory ()

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Qualified Target Industry Project I-TradeFX**DEPARTMENT:** Economic Development**DIVISION:** Operations**AUTHORIZED BY:** William McDermott**CONTACT:** Shani Beach**EXT:** 7135**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a resolution recognizing I-TradeFX as a QTI and providing an appropriation of \$80,000 as local participation in the state QTI tax refund program.

County-wide

Bill McDermott

BACKGROUND:

I-TradeFX is a financial services headquarters currently located in Seminole County and is considering relocating to an alternative location of either New York City or Chicago. Participation in the state Qualified Target Industry program will show support for the company to expand their operations here. I-TradeFX plans to add 100 new high skilled, high-level jobs paying an average annual salary of \$70,000, which is 189% of the county's current average annual wage. The anticipated capital investment for this project is \$4,000,000, which includes construction renovations, lease payments, R&D equipment and other equipment purchases. If they choose to expand in Seminole County, the proposed location will be in Colonial TownPark. In accordance with the QTI program, local governments are required to provide a 20% match, which in this case would be \$80,000 for Seminole County (100 new jobs X \$4,000 per = \$400,000 X 20% = \$80,000). Funds are available in the Economic Development budget to cover this request. The project is consistent with stated economic development priorities of Seminole County in several respects; The job creation is consistent with the development of high value added job opportunities within the county as stated in the JGI Ordinance, Section 1, (b) The projects industry sector is targeted by Enterprise Florida (state), Metro Orlando EDC (region) and is consistent with the objectives of Seminole County's Economic Development Strategy.

STAFF RECOMMENDATION:

Approve and authorize the Chairman to execute the Resolution approving I-TradeFX as a QTI recipient and awarding the requested 20% match.

ATTACHMENTS:

1. I Trade FX ROI Form
2. Refund Calculation (A)
3. QTI Refund Calculation (B)
4. Resolution

Additionally Reviewed By:

- Budget Review (Lisa Spriggs, Ryan Switzer)
- County Attorney Review (Ann Colby)

Name of Company	I Trade FX
Taxable Value/Capital Investment	\$4,000,000
Company Information:	Corp HQ Expansion
Proposed Location:	Colonial TownPark
Incentive Award	\$ 80,000

Taxing Entities (Ad Valorem):	Rate	Tax (\$)
Countywide/General Fund	0.0043578	\$ 17,431
Countywide/Transportation	0.0001068	\$ 427
Countywide/Debt Service	0.0001451	\$ 580
St. Johns River Water Management District	0.0004158	\$ 1,663
School Board	0.0074130	\$ 29,652
Total		<u>\$ 49,754</u>

*2007 millage rates (<http://www.seminoletax.org/SCTAXEST.HTM#Millage%20Chart>)

County Only	Return of Ad Valorem
Seminole County/General Fund Only	4.6 Years
Seminole County/All BCC Millages	4.3 Years

All countywide	Return of Ad Valorem
Countywide	1.6 Years

Total Refund / Exhibit A Calculation of Phased QTI Refunds for I Trade FX

Potential Per Job Award Amt.

\$ 4,000.00

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total Jobs
Jobs	33	33	34				100

Potential Total QTI Refunds

	Yr. 1-2008	Yr. 2-'09	Yr. 3-'10	Yr. 4-'11	Yr.5-'12			
Phase 1	33,000	33,000	33,000	33,000				
Phase 2		33,000	33,000	33,000	33,000			
Phase 3			34,000	34,000	34,000	34,000		
Phase 4				-	-	-	-	
Phase 5					-	-	-	
Phase 6						-	-	-
Total:	33,000	66,000	100,000	100,000	67,000	34,000	-	-
State:	26,400	52,800	80,000	80,000	53,600	27,200	-	-
Local:	6,600	13,200	20,000	20,000	13,400	6,800	-	-
Total QTI:	\$ 400,000			State: \$ 320,000			Local: \$ 80,000	

**Local Financial Support / Exhibit B
Calculation of Phased QTI Refunds for I Trade FX**

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total Jobs
Jobs	33	33	34	0	0	0	100
	12/31/2008	12/31/2009	12/31/2010				

QTI Local Financial Support (LFS)

	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9
Phase 1	6,600	6,600	6,600	6,600					
Phase 2		6,600	6,600	6,600	6,600				
Phase 3			6,800	6,800	6,800	6,800			
Phase 4				-	-	-	-		
Phase 5					-	-	-	-	
Phase 6						-	-	-	-
Local:	6,600	13,200	20,000	20,000	13,400	6,800	-	-	-
Total QTI LFS:	\$ 6,600	\$ 29,800	\$ 49,800	\$ 69,800	\$ 83,200	\$ 90,000	\$ 90,000	\$ 90,000	\$ 90,000

**QUALIFIED TARGET INDUSTRY
TAX REFUND PROGRAM**

RESOLUTION NO:

A RESOLUTION BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA FINDING THAT I TRADE FX BE APPROVED AS A QUALIFIED APPLICANT PURSUANT TO SECTION 288.106, FLORIDA STATUTES; AND PROVIDING AN APPROPRIATION OF \$80,000.00 AS LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2008/09 THROUGH 2014/15, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the governing board of seminole county, Florida as follows:

WHEREAS, the County is the Corporate Headquarters for **I TRADE FX** Financial Services, Foreign Currency Exchange Market company; and

WHEREAS, **I TRADE FX** intends to expand their corporate headquarters in Seminole County to be located in Lake Mary. Anticipated capital investment will total \$4,000,000 for construction renovations, lease payments, R&D equipment and other equipment; and

WHEREAS, **I TRADE FX** will create 100 new high-level, financial services jobs by the end of 2010. These jobs will be specialized in trading services and software development with an average salary of at least \$55,440.00; and

WHEREAS, It is acknowledged that local participation of a 20% match totaling \$80,000.00 is required and understood and participation in the program is contingent upon **I TRADE FX** expanding in Seminole County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA that the Board hereby recommends, **I TRADE FX** be approved as a Qualified Target Industry Business pursuant to Section 288.106, Florida Statutes.

BE IT FURTHER RESOLVED that the necessary commitment of local financial support for the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program exists in an amount not to exceed \$80,000.00, that this amount will be paid to the Florida Economic Development Trust Fund as required, in accordance with the Office of Tourism, Trade and Economic Development guidelines, with the stipulation that these funds are intended to represent the "local participation" pursuant to Section 288-106, Florida Statutes.

This resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the governing board of **SEMINOLE COUNTY, FLORIDA THIS 11TH DAY OF DECEMBER, 2007.**

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

Chairman

Clerk

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Qualified Target Industry Project Market Traders Institute**DEPARTMENT:** Economic Development**DIVISION:** Operations**AUTHORIZED BY:** William McDermott**CONTACT:** Shani Beach**EXT:** 7135**MOTION/RECOMMENDATION:**

Approve and authorize the Chairman to execute a Resolution recognizing Market Traders Institute as a Qualified Target Industry (QTI) and providing an appropriation of \$100,000 as local participation in the state QTI tax refund program.

County-wide

Bill McDermott

BACKGROUND:

Market Traders Institute (MTI) is a financial services international headquarters currently located in Seminole County and is considering relocating to an alternative location of either New York City or Chicago. Participation in the state Qualified Target Industry program will show support for the company to expand their operations here. MTI plans to add 125 new high skilled, high-level jobs paying an average annual salary of \$63,000, which is 170% of the county's current average annual wage. The anticipated capital investment for this project is \$3,500,000, which includes construction renovations, lease payments, R&D equipment and other equipment purchases. If they choose to expand in Seminole County, the proposed location will be in Colonial TownPark. In accordance with the QTI program, local governments are required to provide a 20% match, which in this case would be \$100,000 for Seminole County (125 new jobs X \$4,000 per = \$500,000 X 20% = \$100,000). Funds are available in the Economic Development budget to cover this request. The project is consistent with stated economic development priorities of Seminole County in several respects; • The job creation is consistent with the development of high value added job opportunities within the county as stated in the JGI Ordinance, Section 1, (b).• The projects industry sector is targeted by Enterprise Florida (state), Metro Orlando EDC (region) and is consistent with the objectives of Seminole County's Economic Development Strategy.

STAFF RECOMMENDATION:

Approve Market Traders Institute as a QTI and award the requested 20% match.

ATTACHMENTS:

1. Return On Investment
2. Refund Calculation (A)
3. Refund Calculation (B)
4. Resolution

Additionally Reviewed By:

- Budget Review (Lisa Spriggs, Ryan Switzer)
- County Attorney Review (Ann Colby)

Name of Company	Market Traders Institute
Taxable Value/Capital Investment	\$3,500,000
Company Information:	Corp HQ
Proposed Location:	Colonial Center Pkwy
Incentive Award	\$ 100,000

Taxing Entities (Ad Valorem):	Rate		Tax (\$)
Countywide/General Fund	0.0043578	\$	15,252
Countywide/Transportation	0.0001068	\$	374
Countywide/Debt Service	0.0001451	\$	508
St. Johns River Water Management District	0.0004158	\$	1,455
School Board	0.0074130	\$	25,946
Total		\$	<u>43,535</u>

*2007 millage rates (<http://www.seminoletax.org/SCTAXEST.HTM#Millage%20Chart>)

County Only	Return of Ad Valorem
Seminole County/General Fund Only	6.6 Years
Seminole County/All BCC Millages	6.2 Years

All countywide	Return of Ad Valorem
Countywide	2.3 Years

Total Refund / Exhibit A Calculation of Phased QTI Refunds for Market Traders Institute

Potential Per Job Award Amt.

\$ 4,000.00

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total Jobs
Jobs	41	42	42				125

Potential Total QTI Refunds

	Yr. 1-2008	Yr. 2-'09	Yr. 3-'10	Yr. 4-'11	Yr.5-'12			
Phase 1	41,000	41,000	41,000	41,000				
Phase 2		42,000	42,000	42,000	42,000			
Phase 3			42,000	42,000	42,000	42,000		
Phase 4				-	-	-	-	
Phase 5					-	-	-	
Phase 6						-	-	-
Total:	41,000	83,000	125,000	125,000	84,000	42,000	-	-
State:	32,800	66,400	100,000	100,000	67,200	33,600	-	-
Local:	8,200	16,600	25,000	25,000	16,800	8,400	-	-
Total QTI:	\$ 500,000	State: \$ 400,000			Local: \$ 100,000			

Local Financial Support / Exhibit B
Calculation of Phased QTI Refunds for Market Traders Institute

	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Total Jobs
Jobs	41	42	42	0	0	0	125
	12/31/2008	12/31/2009	12/31/2010				

QTI Local Financial Support (LFS)

	Yr. 1	Yr. 2	Yr. 3	Yr. 4	Yr. 5	Yr. 6	Yr. 7	Yr. 8	Yr. 9
Phase 1	8,200	8,200	8,200	8,200					
Phase 2		8,400	8,400	8,400	8,400				
Phase 3			8,400	8,400	8,400	8,400			
Phase 4				-	-	-	-		
Phase 5					-	-	-	-	
Phase 6						-	-	-	-
Local:	8,200	16,600	25,000	25,000	16,800	8,400	-	-	-
Total QTI LFS:	\$	100,000							

**QUALIFIED TARGET INDUSTRY
TAX REFUND PROGRAM**

RESOLUTION NO: _____

A RESOLUTION BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA FINDING THAT I TRADE FX BE APPROVED AS A QUALIFIED APPLICANT PURSUANT TO S.288.106, FLORIDA STATUTES; AND PROVIDING AN APPROPRIATION OF \$100,000.00 AS LOCAL PARTICIPATION IN THE QUALIFIED TARGET INDUSTRY TAX REFUND PROGRAM FOR FISCAL YEARS 2008/09 THROUGH 2014/15, AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA as follows:

WHEREAS, the business is the Corporate Headquarters for Financial Services, Foreign Currency Exchange Market, **MARKET TRADERS INSTITUTE**; and

WHEREAS, MARKET TRADERS INSTITUTE intends to expand their corporate headquarters in Seminole County to be located in Lake Mary. Anticipated capital investment will include \$3,500,000 for construction renovations, lease payments, R&D equipment and other equipment; and

WHEREAS, MARKET TRADERS INSTITUTE will create 125 new high-level, financial services jobs by the end of 2010. These jobs will be specialized in exchange services and computer programming with an average salary of at least \$55,440.00; and

WHEREAS, it is acknowledged that local participation of a 20% match totaling \$100,000.00 is required and understood and that participation in the program is contingent upon Market Traders Institute expanding in Seminole County.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA that the Board hereby recommends, **MARKET TRADERS INSTITUTE** be approved as a Qualified Target Industry Business pursuant to S.288-106, Florida Statutes.

BE IT FURTHER RESOLVED that the necessary commitment of local financial support for the Qualified Target Industry Business for the Qualified Target Industry Tax Refund Program exists in an amount not to exceed \$100,000.00, that this amount will be paid to the Florida Economic Development Trust Fund as required, in accordance with the Office of Tourism, Trade and Economic Development guidelines, with the stipulation that these funds are intended to represent the "local participation" pursuant to S. 288-106, Florida Statutes.

This resolution shall take effect immediately upon its adoption.

DULY ADOPTED BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA THIS 11TH DAY OF DECEMBER, 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

Chairman

Clerk

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Surplus Property Acquired in Conjunction with the County Road 46A, Phase III, Road Improvement Project

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Jerry McCollum, P.E.

EXT: 5651

MOTION/RECOMMENDATION:

Board direction regarding surplus property acquired in conjunction with the County Road 46A, Phase III, Road Improvement Project from west of Forrest Drive to east of Vinewood Drive.

District 5 Brenda Carey

Jerry McCollum

BACKGROUND:

Since the late 1990's, there have been numerous meetings between County staff members and residents located along County Road 46A from west of Forrest Drive to east of Vinewood Drive. These meetings involved the surplus of County property and the construction of a wall due to the 4-laning of County Road 46A. The following information serves as staff's recommendation as to the amount of property to be declared surplus, the construction of a wall, and other related items:

1. It is recommended the County declare 40 feet of County-owned property surplus adjacent to the property owners where the proposed wall would be constructed. Declaring 40 feet of property surplus would not hinder the County's ability to 6-lane County Road 46A in the future, construct underground utilities or provide wider sidewalks. Staff has met with representatives from the Property Appraiser's Office and collectively determined the value of property being declared surplus would be \$.50 per square foot. The previous cost per square foot shared with the property owners was a little over \$1.00. Therefore, this updated cost per square foot would represent a considerable savings to the owners purchasing adjacent surplus property. It should be noted several residents believe the County should surplus approximately 70 feet and do not support the 40 feet staff has recommended.

Also, in terms of any property being declared surplus, one owner at the intersection of Vinewood Drive and County Road 46A has the northern line of their property located much closer to the road than the other adjacent property owners. Based on this situation, staff recommends only 5 feet of property be declared surplus adjacent to the north property line at this location.

2. It is also recommended a wall be constructed on private property along the northern boundary of the 40-foot wide surplus parcels and all impacted residents must agree to both the wall and the surplus property purchase to provide a continuous structure with no gaps along County Road 46A. The wall would be 6 feet in height and would be a precast/panel type constructed with only minor impacts to the trees in the area. A standard brick wall

costs approximately \$250 per linear foot while the precast wall costs approximately \$125 per linear foot. The proposed wall would be 1,200 feet in length and using the precast/panel type, the cost would be \$150,000. There is adequate funding for this construction in CIP #00012401.

3. A resident located at the intersection of County Road 46A and Vinewood Drive has requested the roadway be reconstructed as a cul-de-sac where it intersects with County Road 46A. In the past, there was also a petition from residents on Vinewood Drive to cul-de-sac the roadway at its intersection with County Road 46A. Requests to cul-de-sac a roadway where construction is underway are usually not evaluated until the construction (County Road 46A) is complete and traffic flows/patterns stabilized. Once conditions stabilize, staff will monitor the traffic to determine what impact, if any, was created by upgrading County Road 46A. It should also be noted the County's ability to construct a cul-de-sac may be extremely limited in this area due to the location of the resident's property line and driveway relative to the road right-of-way line.
4. The sidewalk as shown on the approved plans meanders throughout the County's property between Vinewood Drive and Forrest Drive. Some property owners have indicated they prefer the front of the sidewalk be moved to approximately 5 feet from the back of curb. From a safety perspective, the meandering sidewalk as depicted on the plans is superior to one located 5 feet from the back of curb. However, if the meandering sidewalk was to be considered, it would be acceptable to build the front of the sidewalk 10 feet from the back of the curb, which gives more buffering than the 5 feet.
5. It should be noted that in some areas, the property to be declared surplus is adjacent to more than one parcel. In these cases, where two property owners may be interested, there would have to be a combined bid provided by them for the adjacent surplus property. The bid could not be lower than \$.50 per square foot, the price established for the surplus property.

STAFF RECOMMENDATION:

Staff recommends the Board direct staff to begin the process to declare 40 feet of property surplus along the south side of County Road 46A from west of Forrest Drive and east of Vinewood Drive and authorize a wall being constructed within the surplus property, subject to all affected property owners agreeing to the applicable conditions noted above.

Additionally Reviewed By:
<input checked="" type="checkbox"/> Budget Review (Fredrik Coulter, Lisa Spriggs)
<input checked="" type="checkbox"/> County Attorney Review (Matthew Minter)

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Board discussion and direction concerning improvements to Soldiers Creek Park per Board request during budget hearings on July 31st and August 2nd.

DEPARTMENT: Leisure Services

DIVISION: Parks and Recreation

AUTHORIZED BY: Joe Abel

CONTACT: Bryan Nipe

EXT: 2001

MOTION/RECOMMENDATION:

Board discussion and direction concerning improvements to Soldiers Creek Park per Board request during budget hearings on July 31st and August 2nd.

County-wide

Bryan Nipe

BACKGROUND:

During budget hearings on July 31st and August 2nd, the Commission requested staff to evaluate and recommend improvements to Soldiers Creek Park. Staff is currently working on budgeted improvements of roadways, parking, landscape, paver walkways, and structural amenities within the Park. Additional improvements proposed include but are not limited to: Baseball field renovation including removal and replacement of backstop and outfield fencing and dugouts; removal and replace potential trip-hazard sidewalks; installation of new picnic tables, bleachers and trash receptacles; and re-grade and re-sod the tee-ball field. The source of funding would need to be made available from the General Fund Contingency Reserve.

Staff is requesting Board consideration of further funding to address field playability, fencing, and other improvements to mitigate risk. Staff also recommends the Board's consideration of the demolition of the existing baseball clubhouse/concession/restroom as it has been deemed too costly to renovate. Costs for demolition hinge on potential hazard abatement/removal from the structure prior to work.

STAFF RECOMMENDATION:

Staff recommends Board direction concerning funding for improvements to Soldiers Creek Park.

ATTACHMENTS:

1. Soldiers Creek Park Recommended Improvements

Additionally Reviewed By: No additional reviews

DEPARTMENT OF LEISURE SERVICES
STREETSCAPES & TRAILS DIVISION



Baseball Complex:

Field #1 (North):

- A) Refurbish both warm-up areas
- B) Remove concrete pad adjacent to each dug-out.
- C) Demolish and dispose of both dug-outs.
- D) Fab and install shade cover frames for both dug-outs / install shade covers
- E) Install two concrete slabs (12' x 36') for bleachers
- F) Fab and install bleacher shade cover frames
- G) Dispose of homemade picnic tables (2)
- H) Install two standard picnic tables.
- I) Replace backstop chain link fencing (12' x 100') and gate (4' x 7')
- J) Demolish and dispose of concrete slab behind backstop area.
- K) Install twelve new garbage receptacles and containers throughout the complex.
- L) Replace outfield fencing, post and top rails (900 feet).
- M) Replace 8' x 18' fence in front of each dug-out.
- N) Demolish and dispose of snack stand and concrete pad.
- O) Install 12' x 16' concrete slab
- P) Fab and install shade cloth frame and cloth over new slab / install two new picnic tables.
- Q) Purchase and install player aluminum bench in each dugout (2).

Total cost of all up-grades to field #1 - - - \$38,000

Field #2 (West):

- A) Remove un-used electrical poles (4)
- B) Demolish and dispose of dugouts (2) - - leave slab in place
- C) Purchase and install player aluminum bench in each dugout (2).
- D) Fabricate and install metal frame over dugouts (2) / install sun screens
- E) Demolish and dispose of roof over spectator bleachers (2).
- F) Fabricate and install metal frame over spectator bleachers (2) / install sun screens.
- G) Remove large poles being used as bollards to separate baseball and softball complexes.
- H) Remove and replace chainlink fence section separating the baseball and softball complexes.
- I) Dispose of home-made picnic tables (2)
- J) Purchase and install two standard parks picnic tables.
- K) Remove and dispose of chainlink fence section located south of dugout.
- L) Remove and dispose of old concrete sidewalks (620 feet).
- M) Install new sidewalks (620 feet).
- N) Remove and dispose of utility shed located east of third base line.
- O) Remove and dispose of 4" x 4" wood frame near warm up area.
- P) Rebuild the warm up area located north of third base line
- Q) Replace back-stop chainlink fencing material.
- R) Remove and dispose of outfield chain link fencing.
- S) Install commercial grade chain link fencing around outfield (525 feet).

Total cost of all up-grades to field #2 - - - \$34,000

Field #3 (East) :

- A) Demolish and dispose of homemade wooden benches
- B) Demolish and dispose of both dug-outs / leave concrete slabs
- C) Fab and install shade cover frames over dug-outs / install covers
- D) Demolish and dispose of bleacher roof assemblies
- E) Fab and install shade cover frames over bleachers / install shade covers
- F) Refurbish warm-up pits
- G) Remove and replace backstop fencing
- H) Install player bench in both dug-outs

Total cost of all up-grades to field #3 - - - \$17,000

Field #4 (T-Ball)

- A) Demolish and dispose of both dug-outs / leave concrete slabs
- B) Fab and install shade cover frames over dug-outs / install covers
- C) Install player bench in both dug-outs
- D) Demolish and dispose of bleacher roof assemblies
- E) Fab and install shade cover frames over bleachers / install shade covers
- F) Remove and replace backstop fencing.
- G) Grade and level field
- H) Install chainlink fencing around field (400')
- I) Demolish and dispose of homemade bleachers
- J) Procure and install new bleachers
- K) Refurbish scoreboard

Total cost of all up-grades to field #4 - - - \$26,000

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Board discussion and direction concerning establishing a fifteen (15) member Leisure Services Advisory Committee that would replace the existing Natural Lands, Trails and Greenways, and Parks & Recreation Advisory Committees.

DEPARTMENT: Leisure Services

DIVISION: Parks and Recreation

AUTHORIZED BY: Joe Abel

CONTACT: Joe Abel

EXT: 2001

MOTION/RECOMMENDATION:

Board discussion and direction concerning establishing a fifteen (15) member Leisure Services Advisory Committee that would replace the existing Natural Lands, Trails and Greenways, and Parks & Recreation Advisory Committees.

County-wide

Joe Abel

BACKGROUND:

During the recent November 13, 2007 Board of County Commissioners meeting, staff was requested to explore the possibility of merging the Trails and Greenways, and Natural Lands Advisory Committees. It was further discussed to also consider merging the Parks and Recreation Advisory Committee with the others as well.

The following are the findings upon considering a consolidation of the Committees:

The Greenways and Trails Advisory Committee's original focus has been to provide direction and consensus for trail development and development advice to the Board of County Commissioners. As the funding has all been associated to specific projects and are currently under construction, the Committee has had less focus. Meetings have been moved to quarterly meeting, two of which have been identified as field trips. At their recent meeting in November, there was discussion as to the Committee's continued necessity, focus and direction based on the conclusion of existing projects and plans.

The Natural Lands Advisory Committee's focus has been the identification, qualification and recommendation of potential natural lands property procurement through the Natural Lands referendums and available grant funding. As this funding has neared its end, this Committee has only met when potential properties have presented themselves. This Committee, while just meeting on December 3rd, has not met since February of 2006 because of the lack of identified properties for procurement and the depletion of funding for future purchases.

The Parks and Recreation Advisory Committee continues to meet on a bi-monthly basis to discuss existing and future parks and recreation division matters. This group also has had discussion as to clear direction and focus as to maximize their commitment and efforts.

The total number of appointments to the three Advisory Committees is forty (40). All three Advisory Committees have had a range of attendance commitment ranging from active participation with few or no absences to marginal attendance and participation.

Therefore the following recommendation is being offered by staff for discussion purposes and direction by the Board of County Commissioners.

STAFF RECOMMENDATION:

In keeping consistent with the re-structuring and re-alignment of the County's three divisions of the Leisure Services Department (Parks & Recreation, Natural Lands, and Streetscapes and Trails); to bring a more cohesive alignment and to create a more consistent focus, mission, and direction for the three existing Committees; and to bring together a manageable number of actively committed and dedicated citizens for a common cause, staff recommends for consideration and discussion, the adoption of a combination of the three existing Advisory Committees into one Leisure Services Advisory Committee as outlined herein below.

The Leisure Services Advisory Committee could be formulated as follows:

- (a) A Leisure Services Advisory Committee to consist of fifteen (15) members, appointed by the Board of County Commissioners (three appointments by each Commissioner) to serve a term of two (2) years.
- (b) At least five (5) of the fifteen (15) membership slots for this Committee, would be appointed having academic or professional training in the biological or environmental sciences, by being an active member of a conservation group or agency, or by having experience in the passive recreational use of environmentally sensitive lands for public purposes.
- (c) At least five (5) of the fifteen (15) membership slots for this Committee, would be comprised from a cross section of trail user/interest groups.
- (d) The remaining five (5) of the fifteen (15) membership slots for this Committee would be comprised of Seminole County parks and recreation participants and/or citizens interested in advising the Board of County Commissioners in the creation, direction and stewardship of the County's parks and recreation facilities and services.

The Leisure Services Advisory Committee would have the following duties and responsibilities:

- (a) The Committee would elect a Chairperson and a Vice-Chairperson annually.
- (b) The Committee would work with County staff to review important natural lands and environmental lands and make recommendations relating to lands which should be purchased or developed.
- (c) The Committee would work with County staff to review important trails and greenways land and make recommendations relation to lands which should be purchased, developed and maintained for the creation of a County-wide trails and greenways system.
- (d) The Committee would work with County staff to recommend and review plans for future growth, development use and beautification of all County parks, as well as make recommendations for appropriate budgeting of special parks,

trails, natural lands, and recreation needs.

- (e) The Leisure Services Director could be designated as the staff liaison for the Leisure Services Advisory Committee with assistance from other County staff as necessary.

This recommendation is a combination of the detailed components within the existing three Advisory Committee resolutions as attached for reference. The intent of each of the Committees would remain intact with an ability to re-direct the focus to development, usage and continued maintenance/management which would be in line with the intention of the creation of the Leisure Services Department. In essence, the Leisure Services Advisory Committee would be the eyes and ears of the community for Leisure Services, a direct liaison to the Department for County Commissioners, as well as ambassadors of all of the divisions of the Department.

ATTACHMENTS:

- 1. Resolution

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

R E S O L U T I O N

RECEIVED
APR 23 2002
PARKS & RECREATION

ON MOTION BY COMMISSIONER WILLIAMS,
SECONDED BY COMMISSIONER KWIATKOWSKI,
THE FOLLOWING RESOLUTION WAS ADOPTED
AT THE REGULAR MEETING OF THE BOARD
OF COUNTY COMMISSIONERS OF SEMINOLE
COUNTY, FLORIDA, ON THE 10TH DAY OF
FEBRUARY, A.D., 1976.

WHEREAS, the County of Seminole recognizes the need and
significance of providing park and recreational opportunities
for the citizens of Seminole County, and

WHEREAS, Seminole County recognizes the need for an Ad-
visory Board to determine and administer policies for the creation,
maintenance, and use of all County parks with the approval of the
County Commission,

NOW, THEREFORE BE IT RESOLVED that the Board of County
Commissioners of Seminole County, Florida, does hereby create and
constitute the Parks and Recreation Advisory Board, which shall
recommend to the County Commission plans for the future growth,
development use and beautification of all County parks, as well
as make recommendations for budgetary of special appropriations
for County parks and recreation programs.

BE IT FURTHER RESOLVED that the Seminole County Parks and
Recreation Advisory Board shall consist of ten (10) members. Each
Commissioner will appoint two (2) members, and each shall be con-
firmed by the Board of County Commissioners. Each member of the
Parks and Recreation Advisory Board shall be appointed for a term
of one year, and terms of office of such members shall begin on
the first day of January.

BE IT FURTHER RESOLVED that this Resolution shall become
effective upon adoption.

ADOPTED THIS 10TH Day of February, A.D., 1976.

* * * * *

ATTEST:

Arthur H. Beckwith, Jr.
Arthur H. Beckwith, Jr., Clerk to
the Board of County Commissioners
in and for Seminole County, Florida
FLORIDA

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF JANUARY 11, 2000

WHEREAS, the Board of County Commissioners has a long standing commitment to providing quality recreational facilities and natural resource areas for enjoyment by the citizens of Seminole County; and

WHEREAS, the development of Trails and Greenways provides opportunities to enhance the health, well being and quality of life of the citizens of Seminole County; and

WHEREAS, the Board of County Commissioners recognizes that Trails and Greenways provide alternative transportation opportunities important to the citizens of Seminole County; and

WHEREAS, the development of Trails and Greenways promotes environmental education and increases public awareness of environmental issues; and

WHEREAS, the development of Trails and Greenways in the County leads to a positive influx of eco-tourism and further enhances the reputation of the County as a first class location to live, work, and play; and

WHEREAS, the Board of County Commissioners believes that the input provided by the citizens of Seminole County and full public participation are essential to the development of a quality countywide Trails and Greenways program; and

WHEREAS, hereby determines that the economic impact statement referred to be the Seminole County Home Rule Charter is unnecessary and waived as to this Resolution; and

NOW, THEREFORE, BE IT RESOLVED by the Board Of County Commissioners Of Seminole County, Florida, that:

Section 1. Trails and Greenways Advisory Committee. A Trails and Greenways Advisory Committee, is hereby established to serve as an advisory committee and recommending body to the Board of County Commissioners.

Section 2. Membership.

(a) The Trails and Greenways Advisory Committee shall consist of fifteen (15) members, all of whom shall be selected by and serve at the pleasure of the Board of County Commissioners.

(b) The membership shall comprise a cross section of trail user/interest groups as determined by the Board and shall be subject to all laws relating to financial disclosure, conflicts of interest and the Code of Ethics for Public Officers and Employees.

(c) The Trails and Greenways Advisory Committee shall elect a chairperson and a vice-chairperson.

BK 0 2 5 8 PG 0 2 4 7

(d) The initial membership shall be the following ten (10) persons and five (5) additional members to be appointed by the Board of County Commissioners.

Art Ackerman	Nelson Blackmore
Jeff Ciabotti	Wiley Dykes
Bill Fernandez	Cindy Gennell
Alice Gilmartin	Mike Martin
Jeffrey Payne	Tony Tizzio

Section 3. Meetings. All meetings of the Trails and Greenways Advisory Committee shall be open to the public.

Section 4. Term. Each member of the Trails and Greenways Advisory Committee shall serve until January 1, 2002. Vacancies on the Committee prior to January 1, 2002 shall be appointed by the Board of County Commissioners. Upon the expiration of the initial term on January 1, 2002, each commissioner shall appoint three (3) members to the Committee who shall each be confirmed by the Board of County Commissioners. Each subsequent member of the Trails and Greenways Advisory Committee shall be appointed for a term of two (2) years.

Adopted this 11th day of January, 2000.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



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

By: *Carlton D. Henley*
CARLTON D. HENLEY, Chairman

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING ON THE 27th DAY OF AUGUST, 2002.

WHEREAS, on January 11, 2000 the Board of County Commissioners adopted Resolution 2000-R-4 establishing the Trails and Greenways Advisory Committee; and

WHEREAS, Section 2(b) of Resolution 2000-R-4 requires the members of the Trails and Greenways Advisory Committee to comply with financial disclosure requirements; and

WHEREAS, the Board of County Commissioners has concluded that financial disclosure by the members of this Committee is not required; and

WHEREAS, the Board hereby determines that the economic impact statement referred to in the Seminole County Home Rule Charter is unnecessary and waived as to this Resolution; and

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

Section 1. Amendment to Resolution 2000-R-4. Section 2(b) of Resolution 2000-R-4 is amended to read as follows:

(b) The membership shall comprise a cross section of trail user/interest groups as determined by the Board and shall be subject to all laws relating to ~~financial disclosure~~, conflicts of interest and the Code of Ethics for Public Officers and Employees.

ADOPTED this 27th day of August, 2002.

ATTEST:


MARIANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

SL/gn
8/27/02
CAGN01\RES\Trails&GrnwysCommit.DOC

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: 
DARYL G. MCLAIN, Chairman

BK0287PG0411

RESOLUTION NO 2000-R- 254

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AT THEIR REGULARLY SCHEDULED MEETING OF DECEMBER 12, 2000.

WHEREAS, The Board of County Commissioners on August 22, 2000, adopted a Resolution to place a bond referendum on the November 7, 2000 ballot for the acquisition of natural lands and development of the countywide trail and greenway network; and

WHEREAS, important natural/environmental land acquired under the Natural Lands Program, are intended to be environmentally important, unique or irreplaceable which are of valued ecological resources and may provide passive recreational opportunities; and

WHEREAS, the identification and recommendation of important natural/environmental lands should be accomplished by members who are qualified, through their education, experience, or professional training, to recommend to the Board of County Commissioners the most important lands for acquisition by the public and inclusion into the public domain,

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

SECTION 1: ADVISORY COMMITTEE. A Natural Lands Advisory Committee is hereby established to serve as an advisory committee and recommending body to the Board of County Commissioners.

SECTION 2: MEMBERS TERMS AND QUALIFICATIONS. The Committee shall be comprised of up to fifteen (15) members appointed by the Board of County Commissioners to serve a term of two (2) years. At least ten (10) of the fifteen (15) membership slots for this Committee, shall be appointees having academic or professional training in the biological or environmental sciences, by being an active member of a conservation group or agency, or by having experience in the passive recreational use of environmentally sensitive lands for public purposes.

SECTION 3: DUTIES AND RESPONSIBILITIES OF COMMITTEE.

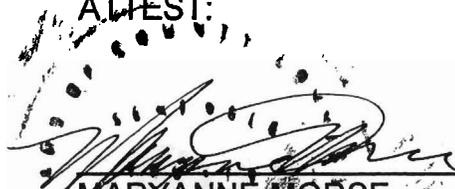
The Natural Lands Advisory Committee shall have the following duties and responsibilities:

- (a) The Committee shall elect a Chairperson and a Vice-Chairperson.
- (b) The Committee shall work with County staff to review important natural and environmental lands and make recommendations relating to lands which should be purchased.
- (c) All meetings of the Committee shall be open public meetings and the Committee shall be subject to all laws relating to conflicts of interest and the code of ethics relating to public officers and employees.

ADOPTED this 12th day of Dec., 2000.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**


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

By: 

DICK VAN DER WEIDE,
CHAIRMAN

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM****SUBJECT:** Briefing on the SeminoleWAY (SR 417) Economic Development Effort**DEPARTMENT:** Planning and Development **DIVISION:** Planning**AUTHORIZED BY:** Dori DeBord**CONTACT:** Tom Tomerlin**EXT:****MOTION/RECOMMENDATION:**

Staff is seeking direction from the Board regarding a proposed action plan for conducting a study of the SeminoleWAY Corridor (i.e., State Road 417 Expressway) for purposes of economic development and job growth.

County-wide

Dori DeBord

BACKGROUND:

On August 28, 2007, a presentation was given to the Seminole County Board of County Commissioners regarding an economic development initiative called "SeminoleWAY". SeminoleWAY refers to an effort to further Seminole County's economic development potential through the creation of a "high value/high wage" corridor along State Road 417 (the Greenway). At the conclusion of the presentation, the Board directed County Staff to coordinate with the Cities and other partners to promote economic development along the S.R. 417 Corridor and to bring back recommendations for streamlining the study of the SeminoleWAY effort for Board consideration. In response to Board direction, the attached presentation outlines Planning Staff recommendations for a streamlined study of SeminoleWAY. In short, Staff recommends that the study initiate with an economic and market study, and then have planning steps flow from those findings. This approach is supportable because the Seminole County Comprehensive Plan has already established a strong precedent of targeting lands for purposes of attracting target industry and jobs. More specifically, this approach is operationalized within the County's Higher Intensity Planned Development -Target Industry (HIP-TI) future land use designation. For this reason, Staff recommends that the Study begin with an economic analysis to determine relevant economic potentials in the region, with special consideration of the Corridor's location relative to population centers, the University of Central Florida, the Innovation Way Corridor, and other transportation linkages. Special emphasis in this economic study will be on location factors (such as distance from SR 417 interchanges) that will influence the suitability of lands to absorb employment targets. Moreover, the Study will include a marketing approach and identification of constraints associated with the corridor. This study will support the revision of Comprehensive Plan Policies in a manner that meets the economic development goals for SeminoleWAY. A significant head-start to this task exists because the study can begin with the concepts already developed in the County's HIP land use designation. Throughout all phases of the Study, a public outreach component will be employed in order to identify and educate stakeholders on the long-range development pattern goals for the area. These efforts will need to work within timeframes for EAR-based comprehensive plan amendment adoption cycles. The Seminole County EAR based amendments are scheduled for adoption in the Fall of 2008.

A more specific outline and proposed budget for the above approach follows in the attached presentation.

ATTACHMENTS:

1. SeminoleWay

Additionally Reviewed By: No additional reviews



**SeminoleWAY Briefing
Board of
County Commissioners
December 11, 2007**

SeminoleWAY
A Guide for Quality Economic Development



SeminoleWAY
A Guide for Quality Economic Development



Study Goals

- Create High Value / High Wage Corridor along SR 417 (Greenway)
- Create Common Land Use/JPA
- Secure 20 year inventory of land
- Balanced Mixed-Use
- Environmentally Responsible & Innovative
- Ease the tax burden on homeowners
- Enhance the quality of life



SeminoleWAY
A Guide for Quality Economic Development

Study Objectives

- Create consistent local planning policies
- Create consistent land development regulations
- Create uniform market incentives and marketing approach
- Optimize County assets of roads, rails, trails, air, ports, recreation, conservation and education



SeminoleWAY
A Guide for Quality Economic Development

SR 417 – Creating the Corridor

- SR 417 offers a fast convenient corridor for transporting employees to work and back home again
- Regional synergies are developing in regard to UCF, Innovation Way, and the North I-4 area
- The trip to work has the most variability (and often longest) trip taken by households
- High end employers pull workers from throughout the region and therefore ought to be located in areas with high accessibility



SeminoleWAY
A Guide for Quality Economic Development

Nationwide Personal Transportation Survey Table from Pisarski, Alan (2002)

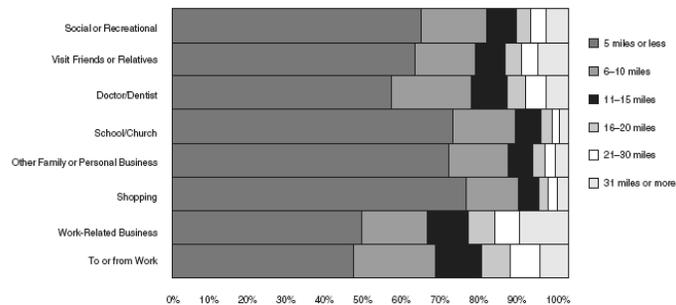
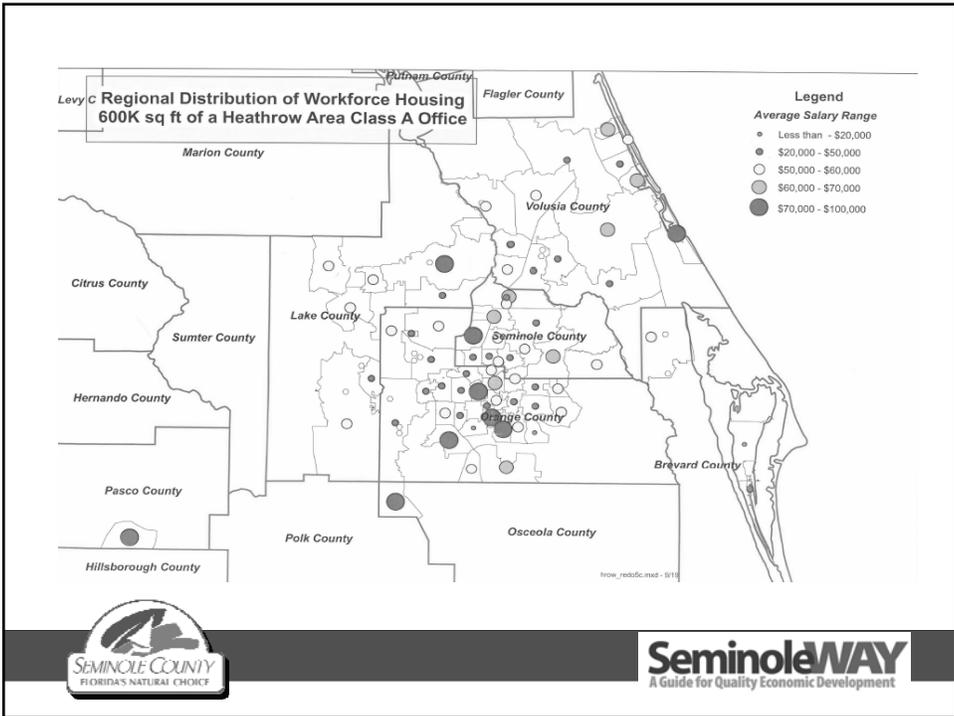
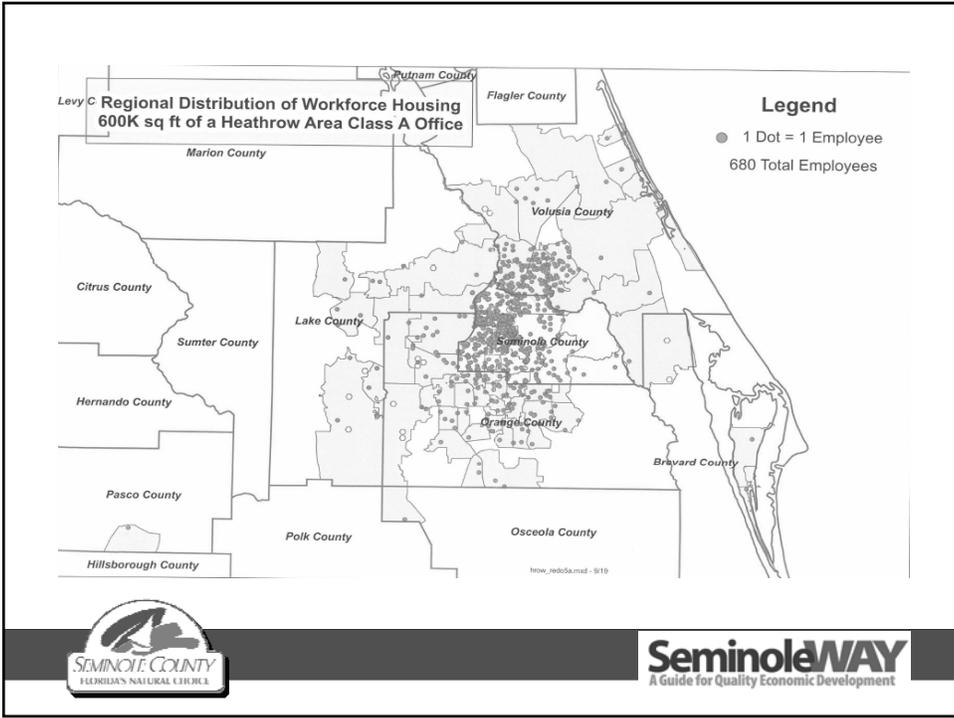


FIGURE 20 Trip length distribution by purpose—most trips are under 10 miles.

- Work trips have most variance
- Some trips respond to circumstances: as trips to shopping get too long, somebody builds something closer to the customer (rooftops)



SeminoleWAY
A Guide for Quality Economic Development



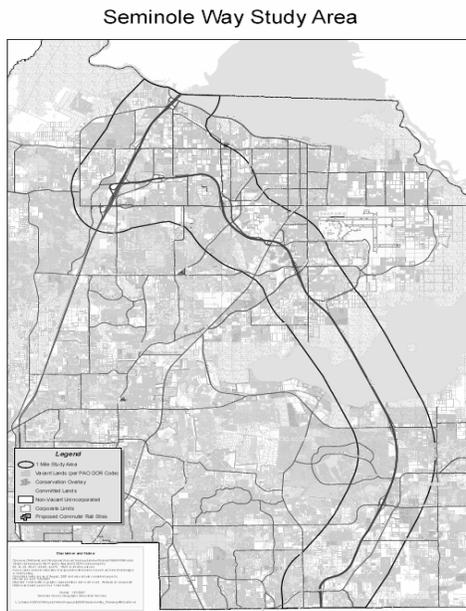
Case Study – North I-4 HIP-TI

- Interchange development patterns promote higher intensity than residential use alone.
- Development is influenced by mixed use options.



SeminoleWAY Proposed Corridor

- 20 miles long
- 8 Interchanges
- One mile each side corridor evaluation
- Approximately 24,000 acres



Initial Count of Parcels By Type and Size

Acres Size Range	Vacant *		Committed		Built	
	Parcel Count	GIS Acres	Parcel Count	GIS Acres	Parcel Count	GIS Acres
Above 100	1	131	13	3,340	5	1,156
Above 50	2	152	16	1,183	6	456
Above 25	18	614	22	805	31	1,018
Above 10	62	865	30	466	180	2,626
Above 5	108	739	35	266	434	2,621
Above 1	559	854	47	128	1,578	3,303
Below 1	3,255	339	9	6	13,510	3,064
Totals	4,005	3,694	172	6,195	15,744	14,244

** Note that the buildable vacant acreage for any parcel may be reduced by the presence of wetland/floodprone portions not excluded from these calculations.*

Staff Recommended Approach

Task Group 1 – Industry and Facility Analysis

- **Resource and Opportunity Analysis**
Identification of industry segments/clusters emerging in response to investments occurring in area
- **Deliverables:**
Identification of industry types, facilities, and potential scale of development supportable for SR 417 study area
 - What is our target industry list?
 - Shotgun or rifle approach?



Staff Recommended Approach

Task Group 2 – Locational and Spatial Analysis (Scenario Development)

- Analyze infrastructure needs (e.g., roads) and other advantages or disadvantages affecting this corridor within region's marketplace.
- Define land use amendments and regulations that can be used to position the corridor recognizing resource constraints.



Staff Recommended Approach

Task Group 3 – Marketing and Incentives (Policy Implementation)

- Identify tools and strategies that can be deployed to bring target industries to the study area.
- Policy refinement
- Work within timeframes for EAR-based amendment adoption for land use policy recommendations.



Challenges

- Work with DCA and DOT on regional compatibility/land use issues and surrounding transportation constraints
- Meet EAR-Based amendment deadlines
- Validation of corridor through public involvement process



SeminoleWAY
A Guide for Quality Economic Development

Timetables

- Begin Task Group 1 (Resource and Opportunities) – December 2007
- Begin Task Group 2 (Scenario Development) – December 2007
- Begin Task Group 3 (Policy Implementation) – February 2008
- EAR-based amendments due – Spring 2008
- Adoption of Comp Plans – Fall 2008



SeminoleWAY
A Guide for Quality Economic Development

Proposed Budget

Task	Economic	Planning and Other Consultants	County Staff	Proposed Budget
Task Group 1. Industry and Facility Analysis				
Resource and Opportunities. Market Potentials, Resource Inventory	X	X		\$60,000
Task Group 2. Locational and Spatial Analysis				
Scenario Development. Constraints, Target Industry Needs, Regulatory Framework	X	X	X	\$55,000
Task Group 3. Marketing and Incentives				
Policy Implementation. Tools, Devices, Strategies to Induce/Stimulate Targets	X	X	X	\$33,000
Comp Plan Adoption and JPAs	as needed	as needed	X	
Total				\$148,000

These dollar estimates are presented for planning purposes and are intended to represent a conservative estimate for conducting the study

Questions?



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Update on Evaluation and Appraisal Report (EAR)-based amendments to Comprehensive Plan

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Sheryl Stolzenberg

EXT:

MOTION/RECOMMENDATION:

Direct staff to proceed with the EAR-based amendments process as presented.

County-wide

Sheryl Stolzenberg

BACKGROUND:

All local governments in Florida are required by State Law to assess their comprehensive plans each seven years. Seminole County adopted its 'Evaluation and Appraisal Report' (EAR) in 2006, and it was found to be sufficient by the State Department of Community Affairs (Department). The next step in the process is adoption of amendments based on the findings of that EAR.

At the same time that the EAR was in process, a number of other studies or programs were in process or were initiated. Each needs to be reflected in the Comprehensive Plan. These studies and programs include:

- The Rural Character study which provides guidance in the comprehensive plan that would strengthen existing protections afforded the East Rural Area.
- The Strategy Plan for the US 17-92 Redevelopment Area recommending policy and land use changes.
- Policy recommendations on workforce housing developed through the Board's direction, with the assistance of an advisory group.
- Seminole County also participated in a multi-jurisdictional visioning process that provides policy direction for achieving a desirable regional land use pattern.
- In addition, shortly after the EAR had been completed, the availability of funds for commuter rail were announced.
- Finally, the Board has recently directed staff to examine possible changes in land use configuration in support of the SeminoleWay.

Most elements of the Comprehensive Plan will need to incorporate updated policies to respond to the findings of the EAR, the studies and programs detailed above, and changes in state law. Public input on the proposed amendments will also have to be sought.

Staff has developed a schedule of key dates to accomplish this effort, and provided that

schedule with this agenda memorandum.

STAFF RECOMMENDATION:

Staff recommends that the Board of County Commissioners direct staff to proceed with the EAR-based amendments process as presented.

ATTACHMENTS:

1. Agreement

Additionally Reviewed By: No additional reviews

TENTATIVE KEY DATES FOR PROCESSING/ADOPTING COMP PLAN UPDATE 2008

No.	Dates	Task	Comments
November-December 2007			
1	Ongoing	Team continues drafting amendments to Elements and Support Docs to send to Departments ASAP	Focus on ENG, CON, POT, SAN, SOL, PSF, REC, IMP, IGC, DRG, PUB, LIB, CIE
2	11/14	PD Director signs off on process/schedule	
3	11/21	Final map exhibits from consultant	Team to review/revise, as needed
4	12/11	Briefing of BCC on key dates/milestones	BCC may give staff direction
5	12/21	Invite DCA to meeting with staff in January 2008	Dori to call/send letter to Charlie Gauthier
January 2008			
6	Ongoing	Team continues drafting amendments to Elements and Support Docs to send to Departments ASAP	Focus on FLU, DES, HOU, ECO, INT, TRA, and Support Docs
7	1/18	BCC 2/26 more detailed briefing Outline to Planning Manager via SCI.NET	ECO, ENG, CON, POT, SAN, SOL, PSF, REC, IGC DRG, PS, LIB, CIE; maybe DVD/Power Point presentation; discuss CRA redevelopment, Transportation Element, Commuter Rail, SeminoleWay, administrative future land use amendments, etc.
8	1/18	LPA 2/6 work session agenda item to Planning Manager, if needed	ECO, ENG, CON, POT, SAN, SOL, PSF, REC, IGC DRG, PS, LIB, CIE; maybe DVD/Power Point presentation
9	Week on 1/28	Staff meeting with DCA	Need FLU and TRA Elements completed; discuss CRA redevelopment, Transportation Element, Commuter Rail, SeminoleWay, etc.)
10	1/29	Post DVD on web for public review	Make paper copies for those not having access to digital media
11	1/31	Team completes draft Plan and Support Docs	
February 2008			
12	2/1	Joint City/County Meeting agenda to Planning Manager	DVD/Power Point presentation
13	2/1	BCC 3/11 briefing Outline to Planning Manager via SCI.NET	FLU, DES, HOU, ECO, INT, TRA; maybe DVD/Power Point presentation

TENTATIVE KEY DATES FOR PROCESSING/ADOPTING COMP PLAN UPDATE 2008

No.	Dates	Task	Comments
14	2/4	Team sends draft of Plan and Support Docs to PD Director, Planning Manager, Asst. Planning Manager	All Elements and Support Docs
15	2/6	LPA briefing I	ECO, ENG, CON, POT, SAN, SOL, PSF, REC, IGC DRG, PS, LIB, CIE; show section of DVD/Power Point presentation; ask for comments
16	2/8	LPA 3/5 work session agenda item to Alison, if needed	FLU, DES, HOU, ECO, INT, TRA
17	2/20	Possible Joint City/County Advisory Committee Meeting	CSB 1028; DVD/Power Point presentation; also mayors/managers meeting ?
18	2/26	BCC briefing I	ECO, ENG, CON, POT, SAN, SOL, PSF, REC, IGC DRG, PS, LIB, CIE; show brief section of DVD/Power Point presentation; ask for comments
March 2008			
19	3/5	LPA briefing II	FLU, DES, HOU, ECO, INT, TRA; discuss including Regional Vision, Rural Character study, CRA Strategy via administrative FLUM amendments, Transportation Element impacts, Commuter Rail, SeminoleWay; ask for comments
20	3/11	BCC briefing II	FLU, DES, HOU, ECO, INT, TRA; discuss including Regional Vision, Rural Character study, CRA Strategy via administrative FLUM amendments, Transportation Element impacts, Commuter Rail, SeminoleWay; ask for comments
21	3/30	Team finalizes Plan and Support Docs	Incorporates comments from BCC, PZ, PD Admin
22	3/13	Community Meeting 1 (Also e-mail to SCAC and DAB?)	Oviedo Women's Club; DVD/Power Point presentation; handouts
23	3/20	Community Meeting 2	CSB 1028; DVD/Power Point presentation; handouts
24	3/27	Community Meeting 3	Casselberry City Hall; DVD/Power Point presentation; handouts

TENTATIVE KEY DATES FOR PROCESSING/ADOPTING COMP PLAN UPDATE 2008

No.	Dates	Task	Comments
25	3/26	Mail out to property owners regarding administrative future land use amendments if needed per State Law	Minimum 30 day notice per Florida Statutes
April 2008			
26	4/1	Post Plan on web for public review	Make paper copies for those not having access to digital media
27	4/11	Team sends final Plan and Support Docs to P& D Department Administration	Review Plan for pending public hearings; include all comments from LPA, community meetings and Joint City/County Advisory Committee
28	4/14	LPA 5/7 agenda to Planning Manager	Plan and Support Docs
29	4/30	Send Plan to LPA members for public hearing	Plan and Support Docs
May 2008			
30	5/2	BCC 6/10 agenda item to Planning Manager via SCI.NET	Plan and Support Docs
31	5/7	LPA Hearing	Plan and Support Docs
June 2008			
32	6/10	BCC Transmittal Hearing	Plan and Support Docs
June-August 2008			
33	Two months ORC due 8/15	Review by DCA and other agencies	DCA has 60 days to issue ORC
August 2008			
34	8/15	BCC 10/14 agenda item to Planning Manager via SCI.NET	Plan and Support Docs
August-September 2008			
35	Two months	Staff to review ORC	May need to contact/visit DCA depending on extent of ORC
October 2008			
36	10/14 NLT 12/9	BCC Adoption Hearing	Plan adoption NLT 11/11; 120 days from ORC (8/15); in case the BCC does not adopt on 10/14

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution designating property leased by Lowes Home Improvement, Inc., a Brownfield Area and Resolution supporting Lowe's application in the State's Redevelopment Bonus Refund Program and electing exemption from the local financial support

DEPARTMENT: Economic Development

DIVISION: Operations

AUTHORIZED BY: William McDermott

CONTACT: John Metsopoulos

EXT: 7133

MOTION/RECOMMENDATION:

Adopt a resolution designating property leased by Lowes Home Improvement, Inc., a Brownfield Area for the purpose of environmental rehabilitation and economic development.

Adopt a resolution supporting Lowe's application in the State's Brownfield Redevelopment Bonus Program and electing exemption from local financial support.

District 4 Carlton D. Henley

John Metsopoulos

BACKGROUND:

The Lowes Home Improvement Brownfield Area is located inside the US 17-92 Community Redevelopment Area (CRA). Brownfield Area requests within the US 17-92 CRA will be managed by the Economic Development Department.

Brownfield Area designations are governed by the criteria within Florida Statutes (F.S.) Section 376.80. In accordance with F.S. 376.80, a person who owns or controls a potential Brownfield Area site may request a Brownfield Area Designation from the local government with jurisdiction over the site. State Law provides further criteria that the local government must consider in its decision to designate a Brownfield Area. These criteria are addressed below for each separate application, as well as in the attached resolutions.

In accordance with Florida Statutes 376.80(2)(a) only one hearing is required when the site is within a predesignated Community Redevelopment Area, as is the case with the Lowes, Inc. site. A Brownfield designation provides the owner access to numerous opportunities for financial assistance from the State's Brownfield Redevelopment Program to rehabilitate the site.

Lowes Home Improvement Centers, Inc., Proposed Brownfield Site

The County would have no financial obligation as a result of an approval of this Brownfield Area designation.

The property, which is within the US 17-92 CRA, was the former Fern Park Shopping Center. The Shopping Center was home to the K-Mart Department Store and Automotive Center. The Automotive Service Center operated three automotive hydraulic lifts. Soil and groundwater

contamination was identified in the area of the three automotive hydraulic lifts. Contaminant levels exceeded State of Florida soil clean-up targets.

In May, 2007 on behalf of Lowe's, consultants removed 73 tons of petroleum impacted soil and more than 4,300 gallons of impacted groundwater from the location of the former hydraulic lifts. Subsequent confirmation sampling of soil and groundwater in the vicinity revealed no residual petroleum contamination that exceeded either the soil or groundwater cleanup target levels.

The applicant requests Seminole County to exercise its authority under Florida Statutes Section 376.80 and designate the subject parcel a Brownfield Area. This request is limited to the C-2 zoning area of parcel 17-21-30-510-0000-004G as depicted in Exhibit A of the attached resolution. The proposed area qualifies for designation as a Brownfield Area because the following requirements of Florida Statutes Sections 376.80(2)(a) and 376.80(2)(b) have been met:

1. The Brownfield Area depicted in Exhibit A is determined to warrant economic development and has a reasonable potential for such activities through rehabilitation and job creation.
2. The Brownfield Area depicted in Exhibit A is focused to a limited geographic area.
3. The rehabilitation and economic development of the Brownfield Area depicted in Exhibit A is deemed to have sufficient private sector interest in rehabilitating the site.
4. The rehabilitation of the Brownfield Area depicted in Exhibit A will provide for the remediation of a contaminated site that is within the US 17-92 CRA Redevelopment District.
5. Lowe's Home Improvement Centers, Inc., as property lessee of the Brownfield Area, has agreed to remediate and redevelop the Brownfield Area depicted in Exhibit A.
6. The rehabilitation and redevelopment of the Brownfield Area will result in economic production in the area and the creation of at least five (5) new permanent jobs at the Brownfield Area, which are full-time equivalent positions not associated with implementation of the rehabilitation agreement, or with the demolition or construction associated with the redevelopment agreement.
7. The redevelopment of the proposed Brownfield Area is consistent with the Seminole County Comprehensive Plan and is a permissible use under the County's land development code.
8. Proper notice of the proposed rehabilitation of the Brownfield Area has been provided to neighbors and nearby residents and published in the newspaper, and Lowe's Home Improvement Centers, Inc. has provided those receiving notice the opportunity to provide comments and suggestions about rehabilitation.
9. Lowe's Home Improvement Centers, Inc. has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and the redevelopment plan.

Upon designation by the County, the Property Lessee will enter into a Brownfield Site Rehabilitation Agreement with the Florida Department of Environmental Protection (FDEP).

Lowe's Brownfield Redevelopment Bonus Program Application:

To participate in brownfield redevelopment bonus refunds pursuant to Section 288.107, Florida Statutes, the County must adopt a resolution supporting Lowe's application into the State's Brownfield Redevelopment Bonus Refund Program.

The program is a state grant of up to \$2,000.00 for each new job created within a CRA that has a brownfield designation. The statute allows the local entity the option to opt in or out of the local financial support portion of the program.

This resolution supports Lowe's application into the program and provides that the County would have no financial obligation as a result of an approval of this Brownfield Redevelopment Bonus Program Application.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt the subject resolutions.

ATTACHMENTS:

1. Resolution
2. Location Map
3. Resolution

Additionally Reviewed By:

County Attorney Review (Kimberly Romano)

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, MAKING FINDINGS; DESIGNATING THE C-2 ZONING AREA OF PARCEL 17-21-30-510-0000-004G AS A BROWNFIELD AREA WITHIN THE US 17-92 CRA REDEVELOPMENT DISTRICT OF UNINCORPORATED SEMINOLE COUNTY FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided in Sections 376.77 - 376.85, Florida Statutes for the designation by resolution, at the request of the lessee, of one or more parcels as a "Brownfield Area", and for the corresponding provision of environmental rehabilitation and economic development; and

WHEREAS, Lowe's Home Improvement Centers, Inc., has requested designation as a Brownfield Area the C-2 zoned parcel 17-21-30-510-0000-004G, depicted in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Board of County Commissioners of Seminole County has reviewed the requirements for Brownfield Area designation, as specified in Florida Statutes Sections 376.80(2)(a) and 376.80(2)(b), and has determined that the proposed area qualifies for designation as a Brownfield Area because the following requirements of Florida Statutes Sections 376.80(2)(a) and 376.80(2)(b) have been met:

1. The Brownfield Area depicted in Exhibit A is determined to warrant economic development and has a reasonable potential for such activities through rehabilitation and job creation.
2. The Brownfield Area depicted in Exhibit A is focused to a limited geographic area.
3. The rehabilitation and economic development of the Brownfield Area depicted in Exhibit A is deemed to have sufficient private sector interest in rehabilitating the site.
4. The rehabilitation of the Brownfield Area depicted in Exhibit A will provide for the remediation of a contaminated site that is within the US 17-92 CRA Redevelopment District
5. Lowe's Home Improvement Centers, Inc., as property lessee of the Brownfield Area, has agreed to remediate and redevelop the Brownfield Area depicted in Exhibit A.
6. The rehabilitation and redevelopment of the Brownfield Area will result in economic production in the area and the creation of at least five (5) new permanent jobs at the Brownfield Area, which are full-time equivalent positions not associated with implementation of the rehabilitation agreement, or with the demolition or construction associated with the redevelopment agreement.
7. The redevelopment of the proposed Brownfield Area is consistent with the Seminole County Comprehensive Plan and is a permissible use under the County's land development code.

8. Proper notice of the proposed rehabilitation of the Brownfield Area has been provided to neighbors and nearby residents and published in the newspaper, and Lowe's Home Improvement Centers, Inc. has provided those receiving notice the opportunity to provide comments and suggestions about rehabilitation.

9. Lowe's Home Improvement Centers, Inc. has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and the redevelopment plan; and

WHEREAS, Seminole County wishes to notify the Florida Department of Environmental Protection of this designation of Brownfield Area to facilitate environmental rehabilitation and economic development of such area consistent with Florida Statutes Sections 376.77-376.85; and

WHEREAS, the procedures set forth in Subsection 376.80(1), Florida Statutes, have been followed, and proper notice has been provided in accord with Section 376.80 and Subsection 125.66(4)(b)(2), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The area depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby designated as a Brownfield Area for environmental rehabilitation and redevelopment purposes per Sections 376.77 through 376.85, Florida Statutes.

Section 2. The County shall notify the Florida Department of Environmental Protection, pursuant to Section 376.80, Florida Statutes, of this Brownfield Area designation.

Section 3. The site described in Exhibit "A", attached hereto and incorporated herein by reference, is hereby designated as a Brownfield Area for environmental remediation, rehabilitation and economic development in accordance with the intent of the Brownfields Redevelopment Act. However, such designation shall not render Seminole County liable for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79(17) and 276.79(18), Florida Statutes, or for any other costs, above and beyond those costs attributable to the County's role as administrator of a Brownsfield site rehabilitation program.

Section 4. This Resolution shall become effective immediately upon adoption.

ADOPTED this _____ day of _____ 2007.

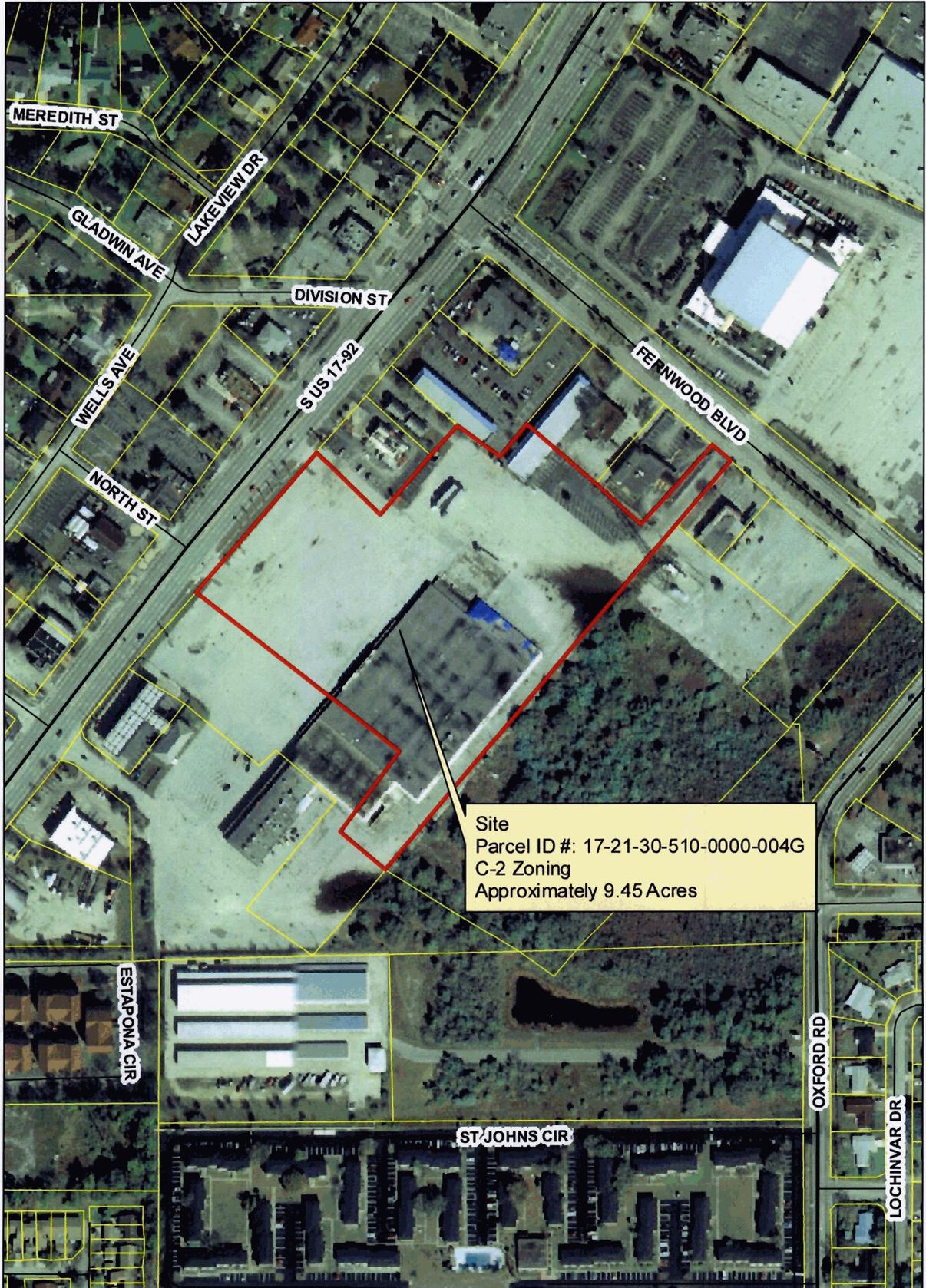
ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
Brenda Carey
CHAIRMAN

Exhibit A



-  Selected Parcel
-  Parcels



RESOLUTION NO. 2007-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

A RESOLUTION FOR THE BROWNFIELD REDEVELOPMENT BONUS REFUND BY THE GOVERNING BOARD OF SEMINOLE COUNTY, FLORIDA FINDING THAT LOWE'S HOME CENTER'S, INC. , BE APPROVED AS QUALIFIED APPLICANT PURSUANT TO 288.107, FLORIDA STATUTES; ELECTING EXEMPTION FROM THE LOCAL FINANCIAL SUPPORT; AND PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, the business under consideration is a retail business, specifically, Lowe's Home Centers.; and

WHEREAS, Lowe's Home Centers, Inc. will be a new employer in Seminole County; and

WHEREAS, Lowe's Home Centers Inc. will create 100 full-time equivalent jobs; and

WHEREAS, Seminole County acknowledges that local financial participation is optional and will be waived when requested by the County; and

WHEREAS, The 17-92 CRA whose members consist of the County, and the cities of Sanford, Lake Mary, Winter Springs and Casselberry have partnered with Lowe's by making a financial contribution of \$225,000 to the redevelopment of the site; and

WHEREAS, The Board of County Commissioners of Seminole County elects to exercise its option for exemption for the local financial support requirement authorized under the Brownfield Redevelopment Bonus Refund Program pursuant to 288.107, Florida Statutes;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida that the Board hereby recommends Lowe's Home Center's Inc., be approved under Brownfield Redevelopment Bonus Refund program pursuant to 288.107, Florida Statutes.

BE IT FURTHER RESOLVED, That Seminole County is eligible for the local financial support exemption option authorized under the Brownfield Redevelopment Bonus Program pursuant to 288.107, and hereby determines to exercise that option.

This resolution shall take effect immediately upon its adoption.

PASSED AND DULY APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS THIS _____ Day _____, 2007.

BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA

BY: _____
BRENDA CAREY, CHAIRMAN

ATTEST:

Maryanne Morse, Clerk of the Court

By: _____
CLERK OF THE COURT

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Resolution designating property owned by L.D. Plante, Inc., as a Brownfield Area

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Tom Tomerlin **EXT:**

MOTION/RECOMMENDATION:

1. Adopt a resolution designating property owned by L.D. Plante, Inc., a Brownfield Area for the purpose of environmental rehabilitation and economic development; or
2. Deny a resolution designating property owned by L.D. Plante, Inc., a Brownfield Area for the purpose of environmental rehabilitation and economic development; or
3. Continue the item to a time and date certain.

District 2 Michael McLean

Tom Tomerlin

BACKGROUND:

Brownfield Area designations are governed by the criteria within Florida Statutes (F.S.) Section 376.80. In accordance with F.S. 376.80, a person who owns or controls a potential Brownfield Area site may request a Brownfield Area Designation from the local government with jurisdiction over the site. State Law provides further criteria that the local government must consider in its decision to designate a Brownfield Area. These criteria are addressed below for the subject area, as well as in the attached resolution.

In accordance with Florida Statutes 376.80(2)(a), a community information meeting was conducted on November 29, 2007, for purposes of gathering community input regarding the designation. Findings from this community information meeting will be shared with the Board at the public hearing.

A Brownfield designation provides the owner access to numerous opportunities for financial assistance from the State's Brownfield Redevelopment Program to rehabilitate the site.

L.D. Plante, Inc., Proposed Brownfield Site

The County would have no financial obligation as a result of an approval of this Brownfield Area designation.

The property, which is not within the US 17-92 CRA, was the former site of Central Florida Drum, a drum recycling facility that operated on the property from approximately 1965-1986. Drums from the aerospace industry, military installations, boat manufacturers and various governmental agencies were refurbished (cleaned, washed, repainted) and resold. The site has soil and groundwater contamination across large areas where drums were stacked for processing, and where certain cleaning and refurbishing operations took place. The site assessment activities have been conducted under the direction of the FDEP since 1998.

In addition, there were several petroleum storage tanks on site that have been removed, but have associated residual soil and groundwater contamination. Two areas, "Tank 3" and "Tank 4", have been under assessment and remediation under the direction of the Seminole County Tank Program.

Also, the applicant recently had a study of the air quality in the main building performed by QORE Property Sciences in order to determine whether the building could be occupied. The consultant concluded that vapors from the groundwater contamination have impacted the air quality in the building, and that the building is not suitable for continuous occupancy in its current condition and requires remediation work.

Site remedial activities will be completed to accommodate future reuse and/or redevelopment of the site consistent with the existing zoning (M-1) and future land use designation of Industrial. This reuse will permit increased economic activity in an area with the existing infrastructure and zoning in place. Currently, the applicant is looking to remediate the site in a way that allows reuse of the warehouse portion of the site, but future plans remain flexible. In summary, redevelopment of the property is severely hampered due to on-site contamination, and the State's Brownfield Program will better enable the owner to rehabilitate the site for productive use.

The applicant requests Seminole County to exercise its authority under Florida Statutes Section 376.80 and designate the subject parcels a Brownfield Area. This request is limited to the M-1 industrial zoning area of two parcels, both under the same ownership, as depicted in Exhibit A of the attached resolution. The proposed area qualifies for designation as a Brownfield Area because the following requirements of Florida Statutes Sections 376.80(2)(a) and 376.80(2)(b) have been met:

1. The Brownfield Area depicted in Exhibit A is determined to warrant economic development and has a reasonable potential for such activities through rehabilitation and job creation.
2. The Brownfield Area depicted in Exhibit A is focused to a limited geographic area.
3. The rehabilitation and economic development of the Brownfield Area depicted in Exhibit A is deemed to have sufficient private sector interest in rehabilitating the site.
4. The rehabilitation of the Brownfield Area depicted in Exhibit A will provide for the remediation of a contaminated site that is within the vicinity of a Greenway Trail right-of-way.
5. L.D. Plante, as property owner of the Brownfield Area, has agreed to remediate and redevelop the Brownfield Area depicted in Exhibit A.
6. The rehabilitation and redevelopment of the Brownfield Area will result in economic production in the area and the creation of at least five (5) new permanent jobs at the Brownfield Area, which are full-time equivalent positions not associated with implementation of the rehabilitation agreement, or with the demolition or construction associated with the redevelopment agreement.
7. The redevelopment of the proposed Brownfield Area is consistent with the Seminole

County Comprehensive Plan and is a permissible use under the County's land development code.

8. Proper notice of the proposed rehabilitation of the Brownfield Area has been provided to neighbors and nearby residents and published in the newspaper, and L.D. Plante has provided those receiving notice the opportunity to provide comments and suggestions about rehabilitation.

9. L.D. Plante has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelop the site.

Upon designation by the County, the Property Owner will enter into a Brownfield Site Rehabilitation Agreement with the Florida Department of Environmental Protection (FDEP) and will conduct the remediation and complete the redevelopment and reuse under the direction of the FDEP.

STAFF RECOMMENDATION:

Staff recommends that the Board adopt a resolution designating property owned by L.D. Plante, Inc., as a Brownfield Area for the purpose of environmental rehabilitation and economic development.

ATTACHMENTS:

1. Resolution

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

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, MAKING FINDINGS; DESIGNATING THE M-1 (INDUSTRIAL DISTRICT) ZONING AREA OF PARCEL 26-20-30-5AR-0A00-0080 AND ALL OF PARCEL 06-21-31-501-030A-0000 AS A BROWNFIELD AREA WITHIN UNINCORPORATED SEMINOLE COUNTY FOR THE PURPOSE OF ENVIRONMENTAL REHABILITATION AND ECONOMIC DEVELOPMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida has provided in Sections 376.77 - 376.85, Florida Statutes for the designation by resolution, at the request of the property owner, of one or more parcels as a "Brownfield Area", and for the corresponding provision of environmental rehabilitation and economic development; and

WHEREAS, L.D. Plante, Inc., ("L.D. Plante") has requested designation as a Brownfield Area the M-1 zoned portion of parcel 26-20-30-5AR-0A00-0080 and parcel 06-21-31-501-030A-0000, depicted in Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, the Board of County Commissioners of Seminole County has reviewed the requirements for Brownfield Area designation, as specified in Florida Statutes Sections 376.80(2)(a) and 376.80(2)(b), and has determined that the proposed area qualifies for designation as a Brownfield Area because the following requirements of Florida Statutes Sections 376.80(2)(a) and 376.80(2)(b) have been met:

1. The Brownfield Area depicted in Exhibit A is determined to warrant economic development and has a reasonable potential for such activities through rehabilitation and job creation.
2. The Brownfield Area depicted in Exhibit A is focused to a limited geographic area.
3. The rehabilitation and economic development of the Brownfield Area depicted in Exhibit A is deemed to have sufficient private sector interest in rehabilitating the site.
4. The rehabilitation of the Brownfield Area depicted in Exhibit A will provide for the remediation of a contaminated site that is within the vicinity of a Greenway Trail right-of-way.
5. L.D. Plante, as property owner of the Brownfield Area, has agreed to remediate and redevelop the Brownfield Area depicted in Exhibit A.
6. The rehabilitation and redevelopment of the Brownfield Area will result in economic production in the area and the creation of at least five (5) new permanent jobs at the Brownfield Area, which are full-time equivalent positions not associated with implementation of the rehabilitation agreement, or with the demolition or construction associated with the redevelopment agreement.

7. The redevelopment of the proposed Brownfield Area is consistent with the Seminole County Comprehensive Plan and is a permittable use under the County's land development code.

8. Proper notice of the proposed rehabilitation of the Brownfield Area has been provided to neighbors and nearby residents and published in the newspaper, and L.D. Plante has provided those receiving notice the opportunity to provide comments and suggestions about rehabilitation.

9. L.D. Plante has provided reasonable assurance that it has sufficient financial resources to implement and complete the rehabilitation agreement and redevelop the site; and

WHEREAS, Seminole County wishes to notify the Florida Department of Environmental Protection of this designation of Brownfield Area to facilitate environmental rehabilitation and economic development of such area consistent with Florida Statutes Sections 376.77-376.85; and

WHEREAS, the procedures set forth in Subsections 376.80(1) and 376.80(2)(a), Florida Statutes, have been followed, and proper notice has been provided in accord with Section 376.80 and Subsection 125.66(4)(b)(2), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The area depicted on Exhibit A, attached hereto and incorporated herein by reference, is hereby designated as a

Brownfield Area for environmental rehabilitation and redevelopment purposes per Sections 376.77 through 376.85, Florida Statutes.

Section 2. The County shall notify the Florida Department of Environmental Protection, pursuant to Section 376.80, Florida Statutes, of this Brownfield Area designation.

Section 3. The site described in Exhibit "A", attached hereto and incorporated herein by reference, is hereby designated as a Brownfield Area for environmental remediation, rehabilitation and economic development in accordance with the intent of the Brownfields Redevelopment Act. However, such designation shall not render Seminole County liable for costs of site rehabilitation or source removal, as those terms are defined in Section 376.79(17) and 276.79(18), Florida Statutes, or for any other costs, above and beyond those costs attributable to the County's role as administrator of a Brownsfield site rehabilitation program.

Section 4. This Resolution shall become effective immediately upon adoption.

ADOPTED this _____ day of _____ 2007.

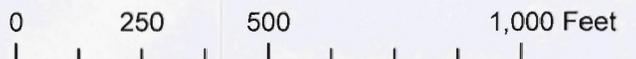
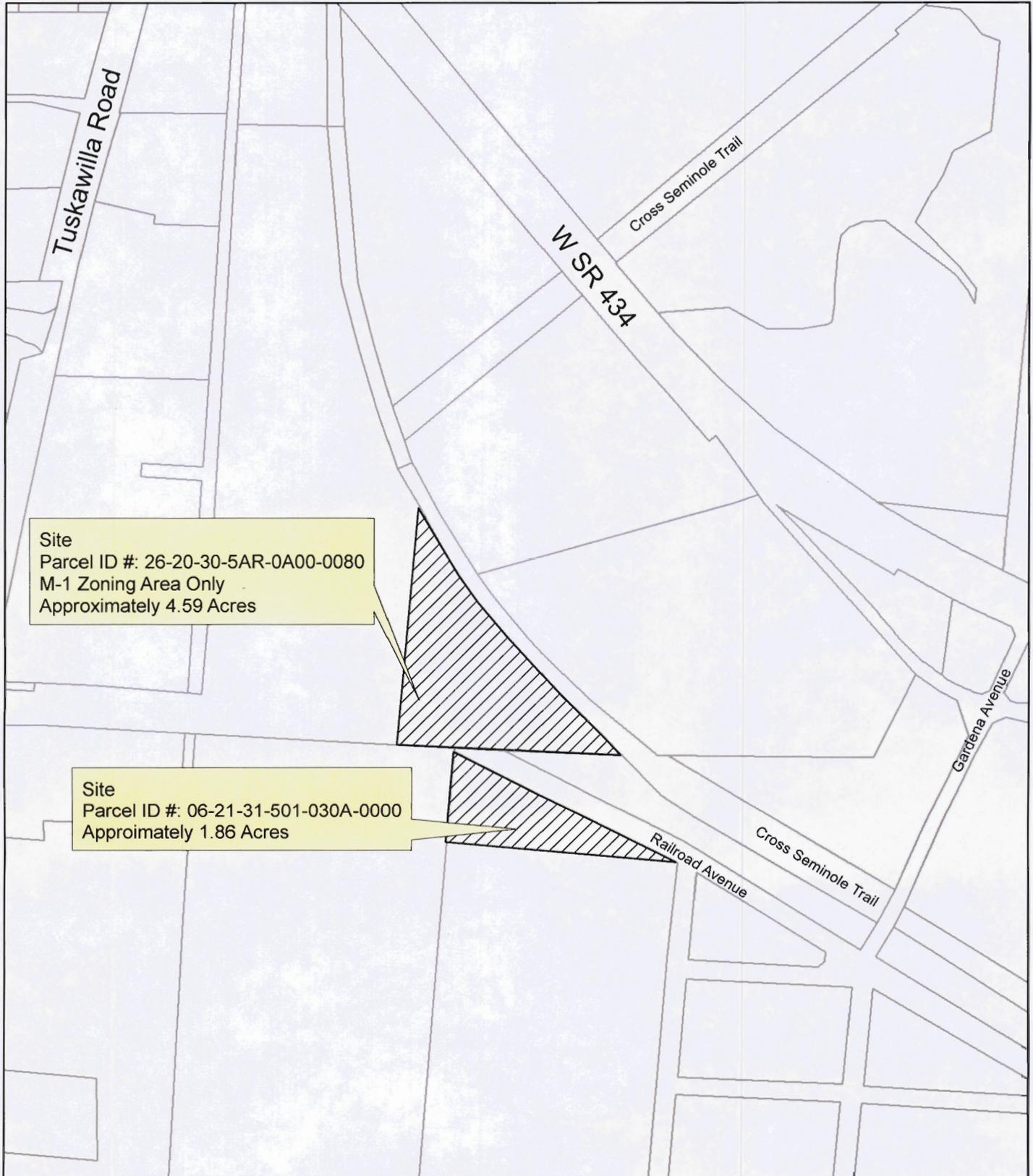
ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____
BRENDA CAREY
CHAIRMAN

Brownfield Area Locator Map Exhibit "A"



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Appeal of the Board of Adjustment decision to approve a 1) lot size variance from 43,560 square feet to 40,904 square feet, 2) front yard setback variance from 50 feet to 40 feet and 3) side street setback variance from 50 feet to 10 feet for a proposed single family home in the A-1 (Agriculture) district

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Kathy Fall **EXT:** 7389

MOTION/RECOMMENDATION:

1. Uphold the Board of Adjustment decision to approve 1) a lot size variance from 43,560 square feet to 40,904 square feet, 2) a front yard setback variance from 50 feet to 40 feet and 3) a side street setback variance from 50 feet to 10 feet for a proposed single family home in the A-1 (Agriculture) District; or
2. Reverse the Board of Adjustment decision to approve (1) a lot size variance from 43,560 square feet to 40,904 square feet, 2) a front yard setback variance from 50 feet to 40 feet and 3) a side street setback variance from 50 feet to 10 feet for a proposed single family home in A-1 (Agriculture) District; or
3. Continue the request to a time and date certain.

District 2 Michael McLean

Kathy Fall

BACKGROUND:

On September 24, 2007 the Board of Adjustment approved 1) a lot size variance from 43,560 square feet to 40,904 square feet, 2) a front yard setback variance from 50 feet to 40 feet and 3) a side street setback variance from 50 feet to 10 feet for a proposed single family home on a non-conforming lot. The decision was appealed by H. Daniel Hutter and David Kirk Walker, residents of Shady Palm Drive.

STAFF FINDINGS:

The applicant has satisfied the criteria for the grant of a variance. Staff has determined that:

- Special conditions or circumstances exist, which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or building in the same zoning district.

The location of the wetlands on the property prohibits the applicant from constructing a home without encroaching into the required setbacks.

- Special conditions and circumstances did not result from the actions of the applicant.

Neither the location of the wetlands nor the deficiency of the lot size resulted from any action taken by the applicant.

- The granting of the variances requested would not confer on the applicant special privileges that are denied by Chapter 30 to other lands, buildings, or structures in the same zoning district.

The lot was created before the adoption of the County subdivision regulations.

- The literal interpretation of the provisions of Chapter 30 would deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification.

Without the requested variances the lot could not be developed with a single family home, which would deny the applicant rights that are enjoyed by other properties in the area.

- The variances requested are the minimum variances that will make possible reasonable use of the land, building or structure.

Reasonable use has been established by the development of vacant land in the surrounding area with single family homes. Without variances the applicant could not develop the property with a single family home.

- The grant of the variances would be in harmony with the general intent of Chapter 30.

The requested variances would be in harmony with the character of the surrounding area in allowing the use of a single family home.

STAFF RECOMMENDATION:

Staff recommends the Board uphold the Board of Adjustment decision to approve 1) a lot size variance from 43,560 square feet to 40,904 square feet, 2) a front yard setback variance from 50 feet to 40 feet and 3) a side street setback variance from 50 feet to 10 feet for a proposed single family home in A-1 (Agriculture) District.

ATTACHMENTS:

1. Notice of Appeal to BCC
2. Maps and Aerials
3. Maps and Aerials
4. appealmaps
5. petition
6. Special Exception Application
7. Proposed Site Plan
8. DEP letter

9. BOA Meeting Minutes

Additionally Reviewed By:

County Attorney Review (Kimberly Romano)

October 5, 2007

Seminole County Commissioners
Seminole County, Florida

Re: Appeal of Board of Adjustments decision to grant variance to 1100 Elm St.

Front yard setback variance from 50 feet to 40 feet, and side street setback from 50 feet to 10 feet have been approved by the Board of Adjustments for the referenced site. They were granted on this lot on the corner of Elm St. and Shady Palm Cove over the unanimous objection by the residents of Elm and its' side streets south of Florida Ave. The approval was granted by the board after a first meeting in which 3 of the 5 Board members called the side street setback inappropriate. We see the granting of the side street setback of 10 feet extreme, unnecessary and unprecedented in our area and totally inappropriate for A-1 zoning. It would put the home in close proximity and plain view of Shady Palm Cove and would stick-out like a sore thumb to Elm Street, past a point 0.3 miles south of Florida Ave. This is totally out of character for the Black Hammock area and spoils the value of the area which is found in natural buffering provided by mature trees, many of which will be unnecessarily cut down. We feel it will negative impact the values of all residences on Shady Palm Cove, Wild Orange Pt. and Elm St, south of this intersection.

This situation the applicant is in, the need for setback variance is a self imposed hardship. The applicant knew of the extent and the impact of the wetlands when the property was purchased. The variance request is the result of choosing a home plan and orientation that does not lend itself to the available uplands on the site, the extent of which were understood by the applicant before he purchased the lot. They have selected a long plan and placed it across the narrow aspect of the available uplands, creating the need for variance themselves.

This drastic variance is not required if this same house is inverted and turned 90 degrees so the long aspect coincides with the longer part of the uplands. The 100 feet of Shady Palm Cove to their driveway could be black topped, if crushed asphalt road access is a concern to the applicant. Many other plans are readily available that would keep both setbacks within 40 feet. In addition, if the setback variance were denied, the exact house plan and orientation currently shown on the site plan, could be placed on the site using the proper 50 ft front yard and side street setbacks by working with the DEP to obtain an ERP. This is an option the County could exercise. Wetland impact would be minimal (approx.4250 sq ft on the north edge of the area deemed wetlands). I have spoken with both Jennifer Koch and Jim Lee at the DEP and it sounds like this mitigation would be granted if the variances are denied. This cost of mitigation would likely be recouped in the value of the property by maintaining all the mature trees that are going to be cut down and the buffer they create.

In conclusion, our appeal is grounded in the fact that the applicant has many options in lieu of the set back variances that the community is unanimous in conviction that this is out of character for the community and will impact the values of the surrounding properties. Setbacks serve the community and help establish buffers and maintain property values. The value in these properties is in the privacy provided by the mature hammock. These are being thoughtlessly compromised.

The applicant provided no documentation that reasonable effort has been made to minimize the impact to setbacks. No optional plans were presented. Attached please find some options that we have come up with for this site. There are of course, many others. Options that should at least be considered by the applicant.

We thank you for considering our thoughts, concerns and firm disagreement with these unnecessary setback variances and their consequences for all living in the area.

Thank You and Best Regards,



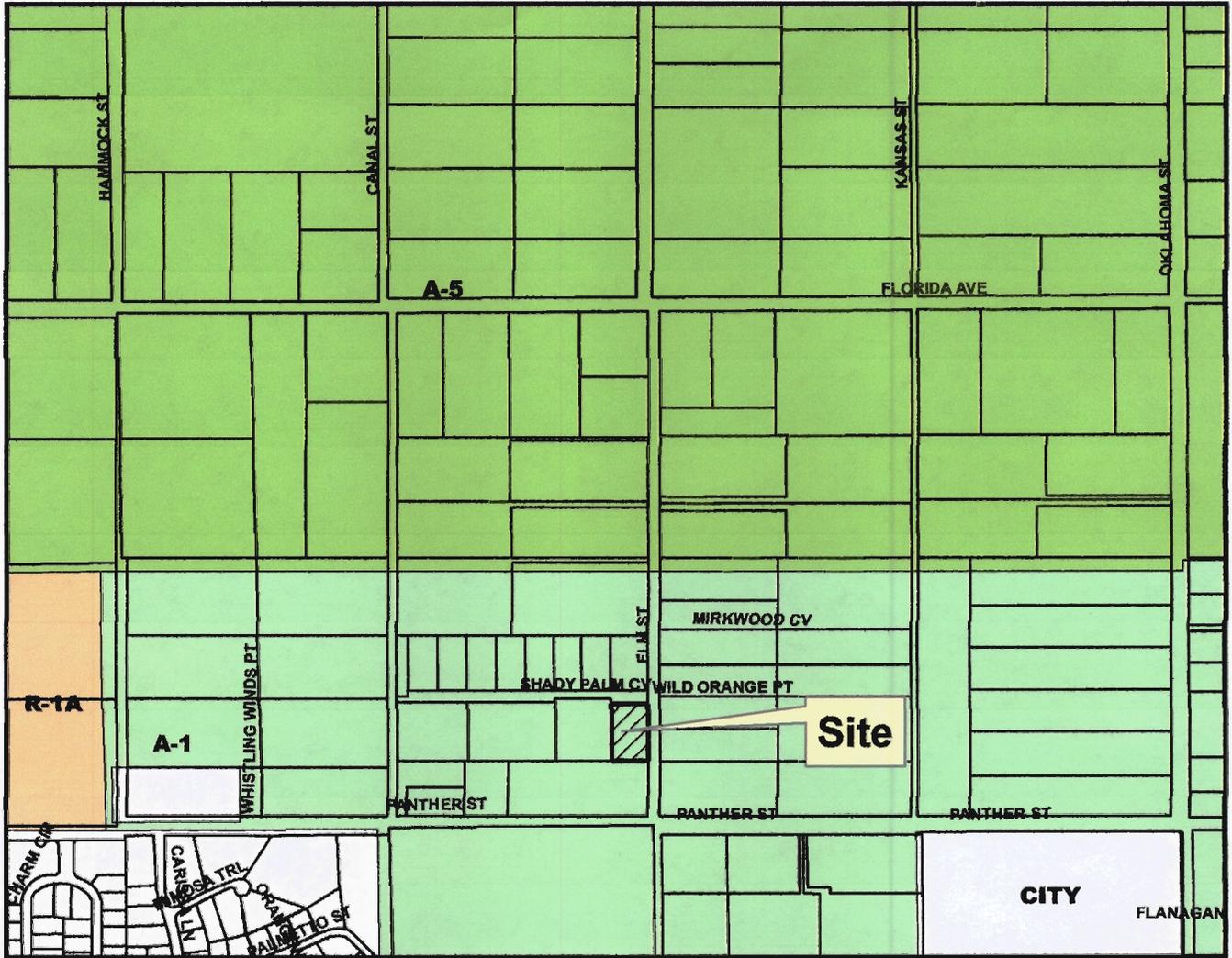
H. Daniel Hutter
Property Owner - 1155 Shady Palm Cove
407-353-4599



David Kirk Walker
Resident - 1140 Shady Palm Cove
407.252.3946

Attachments: Layout options
Signatures of all residents in community off Elm, South of Florida Ave

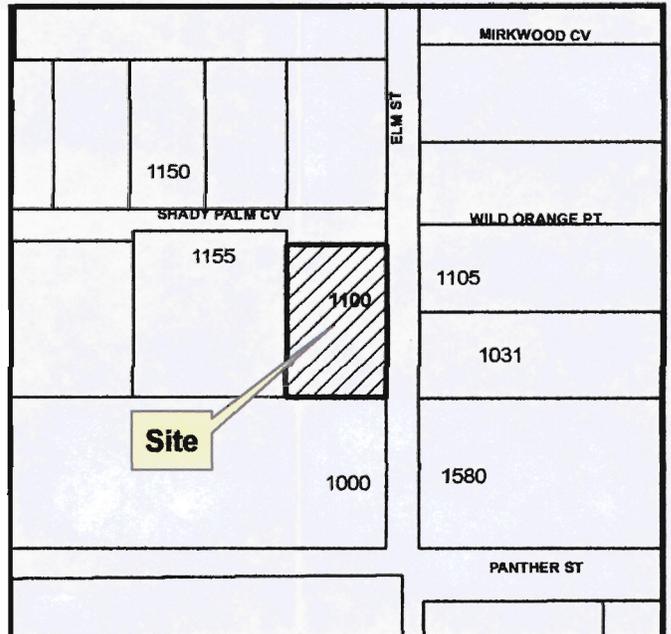
Sandarah and George Wilkes
 E 142 FT OF LOT 143 (LESS N 30 FT FOR RD)
 Elm Street
 Oviedo, Florida 32765



Seminole County Board of Adjustment
 August 27, 2007
 Case: BV2007-78 (Map 3160, Grid C4)
 Parcel No: 25-20-31-5BA-0000-143A

Zoning

-  BV2007-78
-  A-1
-  A-5
-  R-1A



AERIAL VIEW



ELM STREET

WILD ORANGE POINT

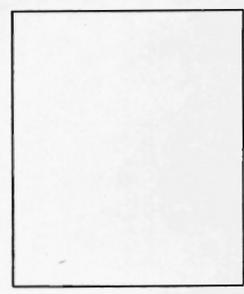
SHADY PALM COVE

BUILDABLE
AREA
APPROX.
2900 SF

50'

10'

50'



ELM STREET

WETLAND ENCROACHMENT
APPROX. 2000 SF

40'

10'

HOUSE BUILDING
PAD APPROX.
3766 SF

10'

40'

DRIVEWAY

WILD ORANGE POINT

SHADY PALM COVE



ELM STREET

WETLAND ENCROACHMENT APPROX. 3400 SF

50'



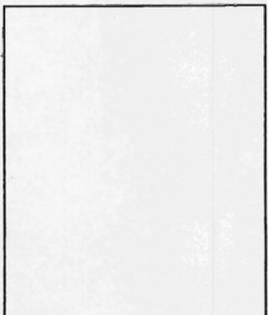
HOUSE

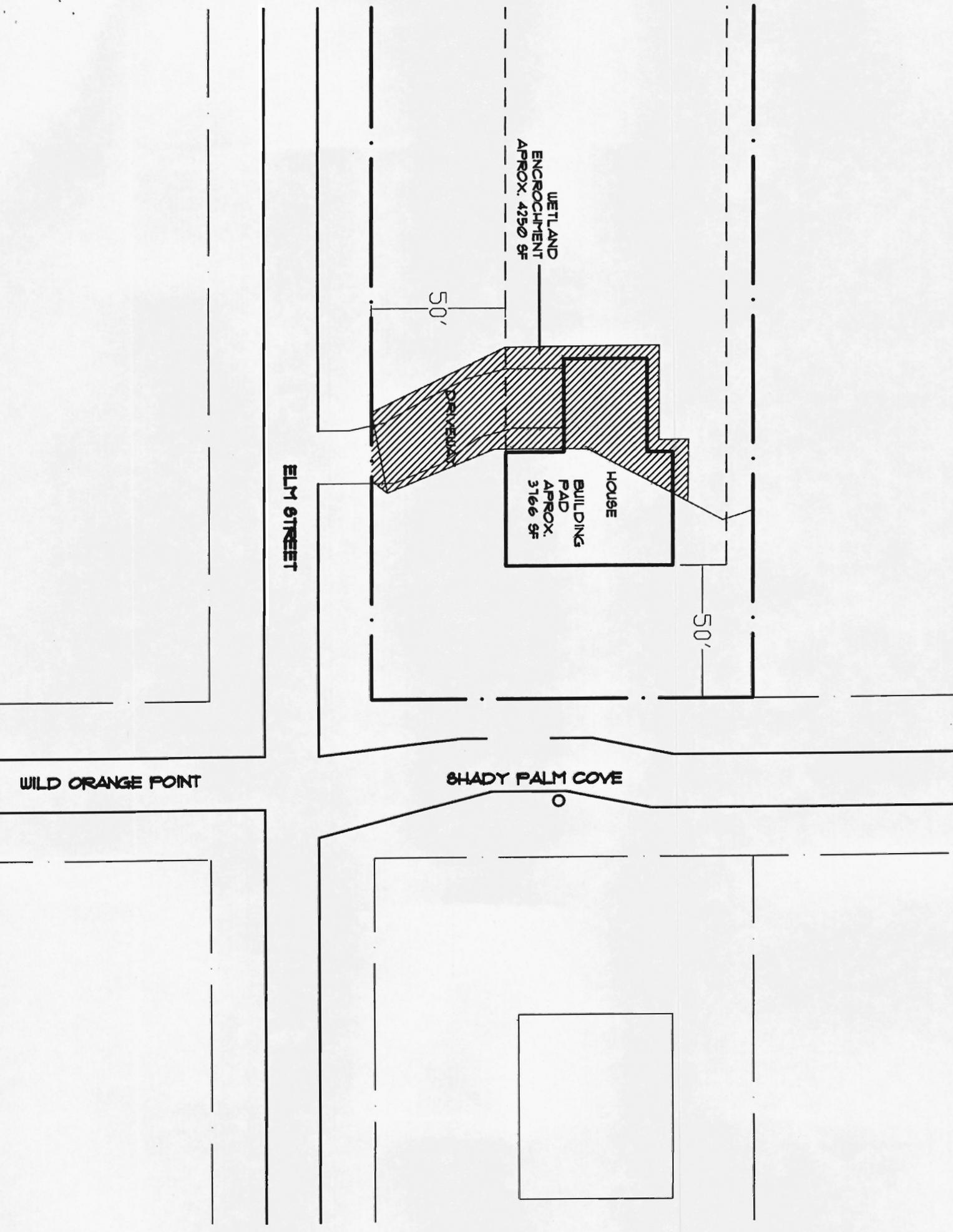
DRIVEWAY

50'

WILD ORANGE POINT

SHADY PALM COVE





WETLAND ENCROACHMENT APPROX. 4250 SF

HOUSE BUILDING PAD APPROX. 3166 SF

DRIVEWAY

50'

50'

ELM STREET

SHADY PALM COVE

WILD ORANGE POINT

ELM STREET

WETLAND ENCROACHMENT APPROX. 1100 SF

BUILDING PAD APPROX. 3300 SF

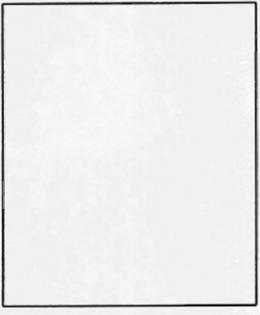
50'

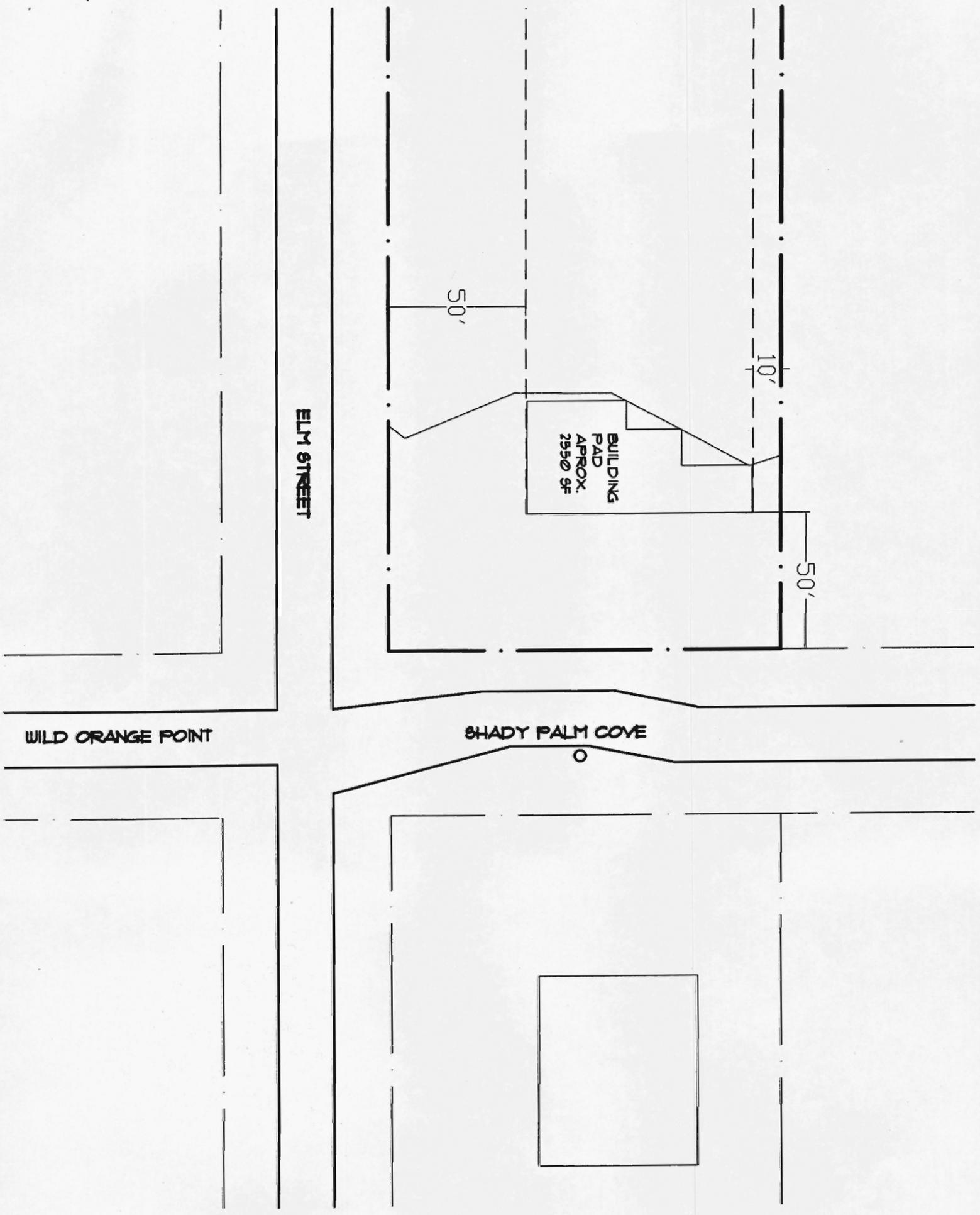
10'

50'

WILD ORANGE POINT

SHADY PALM COVE





ELM STREET

50'

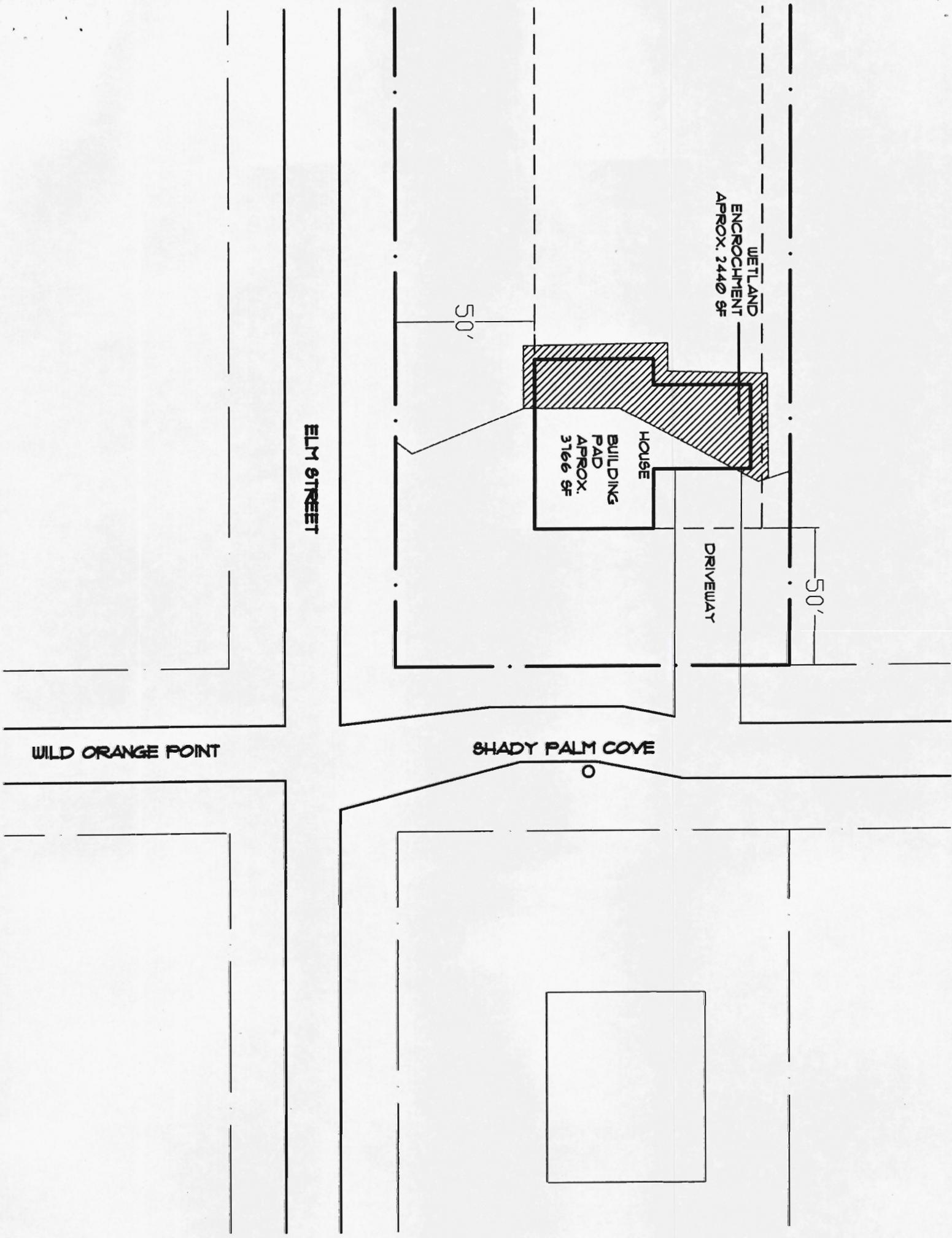
10'

BUILDING
PAD
APPROX.
2550 SF

50'

WILD ORANGE POINT

SHADY PALM COVE



WETLAND
ENCROACHMENT
APPROX. 2440 SF

HOUSE
BUILDING
PAD
APPROX.
3166 SF

DRIVEWAY

50'

50'

ELM STREET

WILD ORANGE POINT

SHADY PALM COVE

List of Residents in Support of this Request to Maintain reasonable Buffer

Printed Name	Address	Signature	Date
1 DAVID HIRK EGROEN WALKER	1140 SHADY PALM COVE	[Signature]	9/15/07
2 Ellen + Dan Hutter	1185 SHADY PALM COVE	[Signature]	9/15/07
3 Jeff and Michele Peterson	498 Elm Street Oviedo FL 32765	[Signature]	9/15/07
4 Gies + Penny Weinstock	1031 Elm St Oviedo 32765	[Signature]	9/15/07
5 Larry + Ann Hendershot	1500 Wild Orange Pt	[Signature]	9/15/07
6 Louise + Vincent Falcone	1501 Wild Orange Pt	[Signature]	9/15/07
7 Justin Miner	1735 Elm St.	[Signature]	9/15/07
8 DORE E KRISTINA JO RIAHT	1376 ELM STREET	[Signature]	9/15/07
9 GAC WILSONSON	1340 ELM STREET	[Signature]	9/15/07
10 Robert McLaughlin	1230 ELM ST DEET	[Signature]	9/15/07
11 Mr. Alan Maggi	1420 Mirkwood Cove	[Signature]	9/15/07
12 Douglas MacCarbney	1483 Mirkwood Cove	[Signature]	9/15/07
13 MICHAEL J. MYCAR MIKES	971 Elm St.	[Signature]	9/15/07
14 DAVID H. JONES	1160 ELM ST.	[Signature]	9/16/07
15 James D. Stiles	1150 Elm St.	[Signature]	9/16/07
16 SCOTT & DICK BREWEE	1450 ELM ST	[Signature]	9/16/07
17 John + Robyn Boyer	1145 Elm St	[Signature]	9/15/07
18 John + Linda Kieftmire	1330 Elm St.	[Signature]	9/22/07
19 BABAK NEGAHRAN	1173 ELM ST	[Signature]	9/23/07
20 Ron Egan IV	1155 Elm St	[Signature]	9/23/07

(2 of 2)

20 OF 23 known households signatories
 2 not available
 1 not wanting to sign

Fee: \$150.00 plus \$50.00 for each additional variance

Application # BV 2007-78
Meeting Date Aug 27, 07



VARIANCE APPLICATION

SEMINOLE COUNTY PLANNING DIVISION

1101 East First Street Sanford FL 32771 (407) 665-7444

RECEIVED JUN 24 2007

PROPERTY OWNER / APPLICANT (If you are not the owner please provide a letter of authorization from the owner)

Name: George & Sandarah Wilkes
Address: 3409 Bellingham Drive City: Orlando Zip code: 32825
Project Address: 1100 Elm Street City: Orlando Zip code: 32765
Contact number(s): 407-709-6582
Email address: GWilkes5BJ@aol.com

Is the property available for inspection without an appointment? Yes No

What type of structure is this request for?	
<input type="checkbox"/> Shed	Please describe:
<input type="checkbox"/> Fence	Please describe:
<input type="checkbox"/> Pool	Please describe:
<input type="checkbox"/> Pool screen enclosure	Please describe:
<input type="checkbox"/> Covered screen room	Please describe:
<input type="checkbox"/> Addition	Please describe:
<input checked="" type="checkbox"/> New Single Family Home	Please describe:
<input checked="" type="checkbox"/> Other	Please describe:
<input type="checkbox"/> This request is for a structure that has already been built.	

What type of variance is this request?				
<input checked="" type="checkbox"/> Minimum lot size	Required lot size:	<u>43560</u>	Actual lot size:	<u>40,904</u>
<input checked="" type="checkbox"/> Width at the building line	Required lot width:	<u>150</u>	Actual lot width:	<u>142</u>
<input checked="" type="checkbox"/> Front yard setback	Required setback:	<u>50</u>	Proposed setback:	<u>40</u>
<input type="checkbox"/> Rear yard setback	Required setback:		Proposed setback:	
<input type="checkbox"/> Side yard setback	Required setback:		Proposed setback:	
<input checked="" type="checkbox"/> Side street setback	Required setback:	<u>50</u>	Proposed setback:	<u>10</u>
<input type="checkbox"/> Fence height	Required height:		Proposed height:	
<input type="checkbox"/> Building height	Required height:		Proposed height:	
Use below for additional yard setback variance requests:				
<input type="checkbox"/> _____ yard setback	Required setback:		Proposed setback:	
<input type="checkbox"/> _____ yard setback	Required setback:		Proposed setback:	
<input checked="" type="checkbox"/> Total number of variances requested <u>4</u>				

NO APPLICATION WILL BE ACCEPTED AND/OR SCHEDULED unless all of the information in the Variance application and submittal checklist are provided to the planning division.

Signed: [Signature] Sandarah S. Wilkes

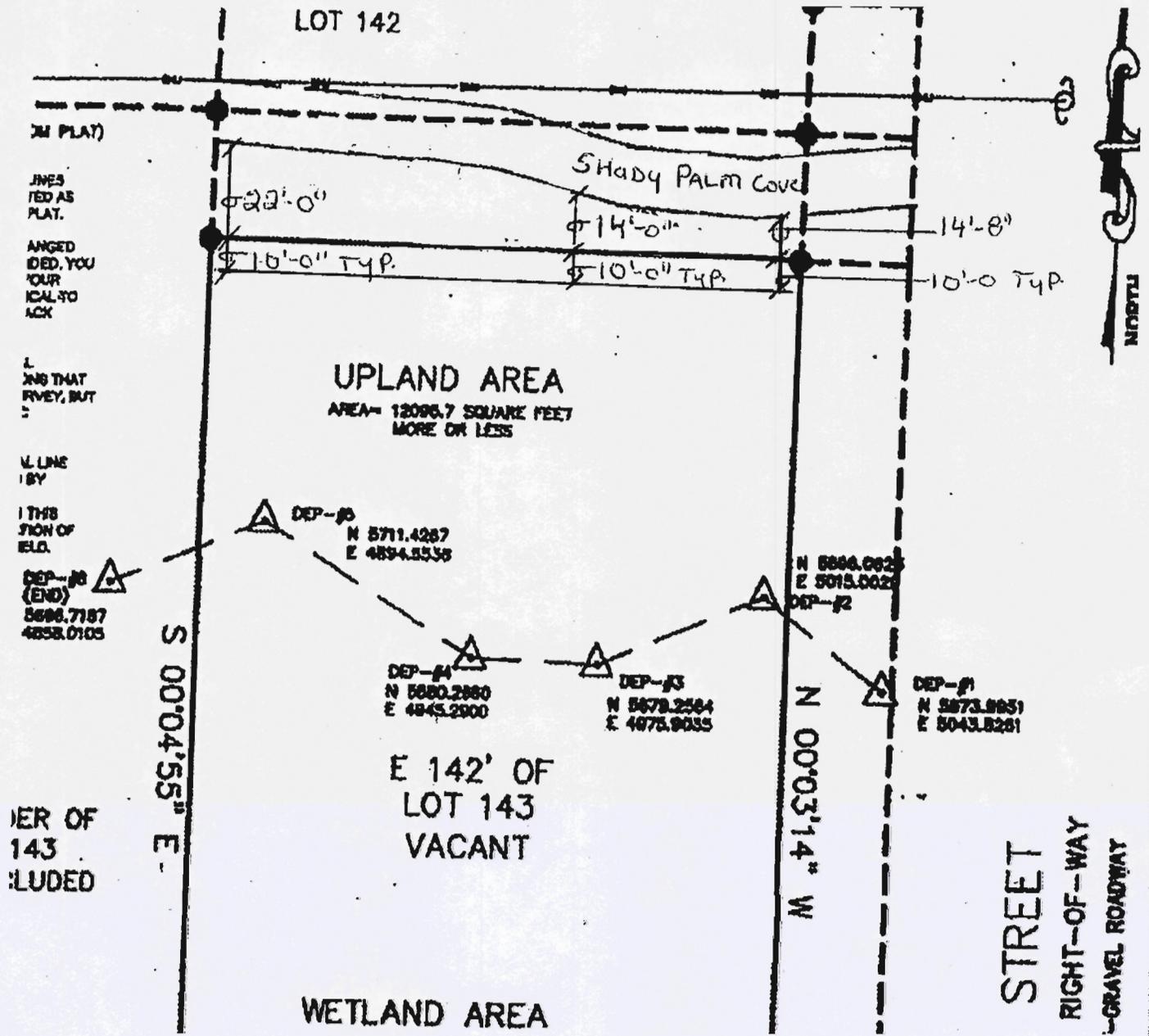
FOR OFFICE USE ONLY

Date Submitted: 6-25-07 Reviewed By: D. Gibbs / P. Johnson
 Tax parcel number: 25-20-31-5BA-0000-143A Zoning/FLU: A-1/SE
 Legally created parcel (1971 tax roll, 5-acre dev, lot split)
 Platted Lot (check easements as shown on lots, in notes or in dedication)
 Lot size _____ Meets minimum size and width
 Application and checklist complete
 Notes: _____

VARIANCE SUBMITTAL CHECKLIST

Please return this checklist with your application!

<p>After the application is reviewed by staff for completeness, any items required that were not provided at the time of the application will be check marked below. These must be provided prior to scheduling of the Board of Adjustment hearing.</p>	
	1. Completed application.
	2. Owner's authorization letter (if needed). <i>This form can be obtained at http://www.seminolecountyfl.gov/pd/planning/forms.asp</i>
	3. Provide a legible 8 1/2 x 11 inch site plan with the following information NOTE: Please use your property survey for your site plan, if available. See the attached site plan as an example of the information needed; please draw to scale and note the scale used on the plan.
	<input type="checkbox"/> Please start with a clean survey (ex: white out old approval stamps)
	<input type="checkbox"/> Size and dimension of the parcel
	<input type="checkbox"/> Location and name of all abutting streets
	<input type="checkbox"/> Location of driveways
	<input type="checkbox"/> Location, size and type of any septic systems, drainfield and wells
	<input type="checkbox"/> Location of all easements
	<input type="checkbox"/> Existing or proposed house <u>or</u> addition <i>(Label existing, label proposed, and include square footage and dimensions of each)</i>
	<input type="checkbox"/> Existing and/or proposed buildings, structures and improvements <i>(Label existing, label proposed, and include square footage and dimension of each)</i>
	<input type="checkbox"/> Building height
	<input type="checkbox"/> Setbacks from each building to the property lines
	<input type="checkbox"/> Location of proposed fence(s)
	<input type="checkbox"/> Identification of available utilities <i>(ex: water, sewer, well or septic)</i>
	4. Attach additional information and supporting documents such as letters of support from adjacent property owners or Home Owners Association DRB approvals, as desired.



To the Board of Adjustment at Seminole County Planning Division

We have utilized the partial survey above to show where Shady Palm Cove will be in reference to our property line and home. The first measurement at the front of the property is twenty four feet eight inches from the road to our proposed ten foot set back.

The second measurement taken is twenty four feet to our proposed set back and beginning of our home site. The third and final measurement is thirty two feet to our proposed set back as the board will see by the photographs, Shady Palm Cove is presently into our thirty foot easement due to an oak tree that keeps the road from splitting the easements.

Our intention is to leave the entire easement buffer that remains we do not want to remove any more trees than necessary it is also our intent to excavate small trees and shrubs keeping them transplanted until the home is complete the replanting to conform to the natural beauty of the area.



Department of Environmental Protection

Jeb Bush
Governor

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Colleen M. Castille
Secretary

Mr. William Barolet
Coldwell Banker Residential Real Estate
521 E. Mitchell Hammock Road
Oviedo, FL 32765

Seminole County - ERP
File No. 59-262803-001
Parcel 25-20-31-5BA-0000-143A
Informal Wetlands Determination

Dear Mr. Barolet:

This is in response to your request for an informal wetland determination. Information you provided to the Department indicates that the property is known as Parcel 25-20-31-5BA-0000-143A, Seminole County.

Site inspections were conducted on February 28 and March 3, 2006. The property is situated on the southwest corner of Elm Street and Shady Palm Cove.

The property location and property boundary lines were determined using information submitted by the applicant and the county property appraisers web site and is only an estimate of the property location and not a precise determination.

The north end and the southeast corner of the site are primarily dominated by magnolia, live oak, American beautyberry, dog fennel, and other mostly non-wetland plant species, and do not meet the definition or criteria to be classified as wetlands pursuant to Section 62-340 Florida Administrative Code (F.A.C.).

The remainder and majority of the site is dominated by hackberry, ash, sweetgum and other mostly wetland plant species, contains hydric soil and or hydrologic indicators, and meets the definition and or criteria to be classified as wetlands pursuant to Section 62-340 Florida Administrative Code (F.A.C.).

Two wetland lines were established for this site. The wetland area on the north end was identified with pink wetland delineation flags numbered 1-5. The wetland line in the southeast corner was identified with flags numbered A1-A5. For planning purposes you should have the wetland lines surveyed and indicated on your property survey.

Any development and or dredge/fill activity within the surface water or wetland areas of this site will require an Environmental Resource Permit from this Department pursuant to Section 62-343.050 F.A.C. **Please contact Jennifer Cotch at 407-893-7868 with any questions regarding the permitting process.** A permit application can be obtained by calling the office at 407-893-3307 or from the Department's web site at www.dep.state.fl.us/water/wetlands/erp.

"More Protection, Less Process"

Printed on recycled paper.

Mr. William Barolet
Coldwell Banker Residential Real Estate
Page Two

After May 1, 2003, construction activities (CGP) that will result in disturbance of one or more acres of land are required to obtain an NPDES Permit under the Large and Small CGP. Please contact Fred Noble at 850-245-7522. Disturbance includes, but is not limited to soil disturbance, clearing, grading and excavation.

Dredging- Excavation, by any means, in surface waters or wetlands, as delineated in subsection 373.421(1), F.S. Excavation also means the excavation, or creation, of a water body which is, or is to be, connected to surface waters or wetlands, as delineated in subsection 373.421(1), F.S., directly or via an excavated water body or series of water bodies (subsection 373.403(13), F.S.).

Filling-The deposition, by any means, of materials in surface waters or wetlands, as delineated in subsection 373.421(1), F.S. (subsection 373.403 (14), F.S.).

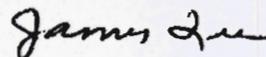
In order to obtain a permit an applicant must meet the permitting conditions listed in Section 40C/E-4.301 F.A.C. "Conditions for Issuance of Permits", and Section 40C/E-4.302 F.A.C. "Additional Conditions for Issuance of Permits". The mere application for a permit does not guarantee that a permit will be issued. The application request may be denied, or modified.

Permits may also be required from the Army Corps of Engineers (321-504-3771), and Seminole County (407-665-7331).

This is an informal pre-application jurisdictional determination pursuant to Sections 373 Florida Statutes (F.S.). It does not bind the Department, its agents or employees, nor does it convey any legal rights, expressed or implied. Persons obtaining this informal pre-application jurisdictional determination are not entitled to rely upon it for purposes of compliance with Sections 373 F.S., nor any other provision of law or Department rules. A binding jurisdictional determination may be obtained by petitioning the Department for a jurisdictional declaratory statement pursuant to F.A.C. Rule 62-343.040 or by applying for a dredge and fill permit. The results of this informal determination are valid for no more than 5 years from the date of the site inspection.

Please contact me at the letterhead address or by calling 407/893-3310, between the hours of 8:00 a.m. and 5:00 p.m., should you have any questions.

Sincerely,



James Lee
Environmental Specialist
Submerged Lands and Environmental
Resource Permitting

JL

Date: 3/13/06

cc: Wendy Meyer, Seminole County Development Review

**MINUTES FOR THE SEMINOLE COUNTY BOARD
OF ADJUSTMENT SEPTEMBER 24, 2007 MEETING
CONTINUED ITEM #4**

Members Present: Mike Hattaway, Chairman; Dan Bushrui, Alan Rozon, Tom O' Daniel and Curtis Gashlin

Staff Present: Kathy Fall, Principal Planner; Denny Gibbs, Senior Planner; Joy Williams, Planner; Kim Romano, Assistant County Attorney; and Patty Johnson, Staff Assistant

1100 Elm Street – George & Sandarah Wilkes, applicants; Request for a 1) lot size variance from 43,560 square feet to 40,904 square feet, 2) front yard setback variance from 50 feet to 40 feet and 3) side street setback variance from 50 feet to 10 feet for a proposed single family home in A-1 (Agricultural District); Located on the south west corner of the intersection of Elm Street and Shady Palm Cove; (BV2007-78).

Kathy Fall, Principal Planner

Kathy Fall introduced the location of the property and stated that this item was continued from the August 27th hearing because the applicant was not in attendance when the item was pulled from the Consent Agenda. She further stated that last month there were neighbors who had concerns about the side street setback variance from 50 feet to 10 feet. She then stated that the neighbors did not believe the request was the minimum variance needed and that the house could be turned to reduce the request.

George Wilkes stated that they sent over some additional information to the Board of Adjustment with some pictures of Shady Palm Cove. He further stated that one of the things that had been mentioned last month was the wetlands on the property. He then stated that they were trying to build inside the upland area of the property. He also stated that they were told by the Florida Department of Environmental Protection that no environmental resource permit would be required on the upland property. He further stated that if they could move the house to the middle of the property they would, but at the present time mitigation of any of the wetlands is not possible from the Department of Environmental Protection. He then stated that the distance from the road and his proposed home is actually 32 feet, but his request is 10 feet. He lastly stated that he wanted to maintain the nature of the property by keeping as many trees as possible.

Dan Hutter stated that he was the property owner to the immediate west of the subject property. He further stated that he provided a petition with 20 signatures out of 23 residents in the neighborhood in support of the denial of the variance. He then stated that they appreciated the applicant's desire to maintain the nature of the property and that it was their desire to keep the neighborhood as it was. He also stated that a 10 foot setback was more of an urban edge and had no place in an A-1 or A-3 zoning district. He further stated that they felt that the property does allow enough upland area to build and still maintain the required setbacks. He then stated that if they faced the house on Shady Palm Cove the setback issues would almost go away.

George Wilkes stated that the home would be a two story custom home. He further stated that they have tried to fit the home in the upland area. He lastly stated that they did their homework before purchasing the property.

Mr. Bushrui made a motion to approve the request.

Mr. O' Daniel seconded the motion.

The motion passed by (4-1) vote. Mr. Hattaway was in opposition.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Capital Improvements Element - 2007 Annual Update

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Dick Boyer

EXT: 7382

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute an ordinance amending the Capital Improvements Element of the Seminole County Comprehensive Plan (Vision 2020 Plan) by updating the text and replacing in full the Exhibits section of the Capital Improvements Element; (Seminole County, applicant);
2. Deny adoption of the proposed amendment to the Capital Improvements Element of the Seminole County Comprehensive Plan (Vision 2020 Plan); or
3. Continue this item to a date and time certain.

County-wide

Sheryl Stolzenberg

BACKGROUND:

The Capital Improvements Element (CIE) of the Comprehensive Plan (Plan) enables implementation of Plan goals, objectives, and policies needing capital and operating funding.

Each year, the Exhibits section of the CIE is updated to ensure that the adopted list of capital projects in the Plan matches the County's newly adopted fiscal year budget and approved five year Capital Improvements Program (CIP).

The update evaluates each facility's capacity to provide the adopted level of service to existing and projected users within the next five year planning period and the financial feasibility of those projects. The attached table presents a brief summary of each capital facility element addressed in the CIE and notice of any issues of interest.

In 2005, the Florida Legislature enacted legislation allowing adoption of the annual amendment to the CIE to be accomplished with a single public adoption hearing. The amendment is also exempt from inclusion in the twice-yearly large-scale amendment cycle process.

STAFF RECOMMENDATION:

Staff recommends the Board adopt and authorize the Chaiman to execute an ordinance amending the Capital Improvements Element of the Seminole County Comprehensive Plan (Vision 2020 Plan) by updating the text and replacing in full the Exhibits section of the Capital Improvements Element.

ATTACHMENTS:

1. Summary of Facility Programs
2. Amendment Ordinance
3. Economic Impact Statement

Additionally Reviewed By:

- Budget Review (Karen Huffman, Lisa Spriggs)
- County Attorney Review (Kimberly Romano)
- Revenue Review (Cecilia Monti, Lisa Spriggs)

Summary of Comprehensive Plan Facility Elements

Capital Improvements Element – The purpose of the annual update to the CIE is to adopt a five year, financially feasible, schedule of capital improvements for each facility element. These improvements address the maintenance of adopted Level of Service Standards and the achievement of adopted element policies and program goals. The CIE is updated annually as required by state law. In preparing the document, staff evaluates program and project costs, reviews revenue sources and projections to ensure adequacy to cover the five year period and reviews facility services to ensure maintenance of the adopted Level of Service standards. Seminole County's Comprehensive Plan is comprised of the facility elements specified in Rule 9J-5, Florida Administrative Code as well as two optional elements.

This Element was updated on 11/23/2007 in support of the Water Supply Facilities Work Plan by adding *Policy CIE 1.12 – Maintaining Consistency With Water Supply Facilities Work Plan* and updating *Policy CIE 3.4 Concurrency Management* to insure certificates of occupancy were not issued prior to water facilities being in place and available to serve the new development.

Drainage Element – Provides for a goal, objectives and policies within the County's Comprehensive Plan to address adequate drainage, flood control and water quality within the County. The Department is currently meeting the adopted level of service and will continue to do so during the five-year planning period. The Department continues to make progress in initiating local and regional improvements as a result of completed basin studies, implementing water quality programs and maintaining the system to the degree funding allows.

Library Services Element – Provides for a goal, objectives and policies within the County's Comprehensive Plan to address the materials collection size, currency, variety and accessibility. The element is not a part of the County's Concurrency Management System. The adopted level of service is one book per capita. The Department is currently meeting the adopted level of service and will continue to do so during the five-year planning period.

Potable Water Element - Provides for a goal, objectives and policies within the County's Comprehensive Plan to address the provision of clean water to County customers and the protection of water sources from contamination. The adopted level of service is 350 gallons per day per residential unit. The Department is currently meeting the adopted levels of service and will continue to do so during the five-year planning period. Environmental Services has already submitted a consolidated Consumptive Use Permit (CUP) application for all County service areas. On 11/13/2007, the County adopted a 10-year Water Supply Facilities Work Plan into the Potable Water Element. The capital improvement projects adopted as part of that amendment are included in this amendment.

Public Safety Element - Provides for a goal, objectives and policies within the County's Comprehensive Plan to address fire protection, fire prevention and rescue services. The element is not a part of the County's Concurrency Management System. The adopted level of service (LOS) is a five minute average response time within the unincorporated

area. Methods to maintain the LOS are noted in the Facility Program – Public Safety portion of the amended CIE.

Recreation and Open Space Element - Provides for a goal, objectives and policies within the County's Comprehensive Plan to insure a variety of adequate recreational facilities within the County. The element is not a part of the County's Concurrency Management System. The adopted level of service is 3.6 acres of recreational land per 1000 population of which 1.8 acres is to be developed (such as a ball field), the remainder being left in a more natural state (such as trails). The Department is currently meeting the adopted level of service and will continue to do so during the five-year planning period.

Sanitary Sewer Element - Provides for a goal, objectives and policies within the County's Comprehensive Plan to insure proper treatment and disposal of wastewater. The Department is currently meeting the adopted level of service of 300 gallons per day per residential unit.

Solid Waste Element - Provides for a goal, objectives and policies within the County's Comprehensive Plan to address the proper pickup and disposal of solid waste products in the County. The adopted level of landfill has been updated and revised this year in accordance with *Policy SOL 3.1 – Level of Service Standard* as part of the Evaluation and Appraisal Report amendments to the Comprehensive Plan. The new level of service will be a disposal rate of 4.2 lbs per day per capita at the Osceola Landfill and 4.3 lbs per day per capita processed through the Central Transfer Station. The Department is currently meeting the adopted level of service and will continue to do so during the five-year planning period.

Transportation Element - Provides goals, objectives and policies within the County's Comprehensive Plan to address the County's transportation needs in terms of safety, capacity, and variety – car, bus, rail, bike and pedestrian.

For roads, the adopted levels of service vary by the type of road and can be found in the Transportation Element of the Comprehensive Plan. The capacity tables for roads, shown in the CIE Exhibits, Facility Program – Transportation: Roads section, have been updated to reflect County and State improvements, i.e., widenings from 2 to 4 lanes, which provide additional capacity and improve the level of service.

For mass transit, the Department is currently meeting the adopted level of service of 1.03 revenue miles per capita and will continue to do so during the five-year planning period. Currently, the 9th Cent Gas Tax is a major source of funding with additional funding added each year to meet annual service costs for the fixed bus routes and paratransit pickup. LYNX is pursuing at the State level initiative to secure additional funding and funding opportunities – a \$2 Local Option Rental System Surtax and Change in Legislation for Use of Charter County Parity respectively.

AN ORDINANCE AMENDING THE VISION 2020 SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE TEXT OF THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County (hereinafter referred to as the "Board") enacted Ordinance Number 91-13, adopting the 1991 Seminole County Comprehensive Plan, which was subsequently amended in accordance with State law; and

WHEREAS, the Board enacted Ordinance Number 2001-21, which renamed the 1991 Seminole County Comprehensive Plan to the "Vision 2020 Seminole County Comprehensive Plan" (hereinafter referred to as the "Plan"); and

WHEREAS, the amendment of the Capital Improvements Element is exempt from the twice yearly large scale amendment process (Sections 163.3187(1)(f); and

WHEREAS, the Board has followed the procedures set forth in Sections 163.3177, Florida Statutes, stating that "Capital improvements element amendments adopted after the effective date of this act [July 1, 2005] shall require only a single public hearing before the governing board which shall be an adoption hearing as described in s. 163.3184(7). Such amendments are not subject to the requirements of s. 163.3184(3)-(6)."

WHEREAS, the Board has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Board held a public hearing with all required public notice for the purposes of hearing and considering the recommendations and comments of the general public prior to final action on the Plan amendments set forth herein; and

WHEREAS, the Board hereby finds that the Plan, as amended by this ordinance, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, and the State Comprehensive Plan, and the Strategic Regional Plan of the East Central Florida Regional Planning Council; and

WHEREAS, the Seminole County Home Rule Charter requires that an Economic Impact Statement be prepared to address the potential fiscal impacts and economic costs of each amendment enacted by this Ordinance upon the public and taxpayers of Seminole County and such Economic Impact Statement has been prepared and has been made available for public review and copying prior to the enactment of this Ordinance in accordance with the provisions of the Seminole County Home Rule Charter.

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

Section 1. Legislative Findings. The above recitals are true and correct in form and include legislative findings which are a material part of this Ordinance.

Section 2. Text Amendment. The text of the Plan is hereby amended as set forth in Exhibit A (attached hereto and incorporated herein by this reference) as noted in the following table:

Ordinanc e Exhibit	Amendment Topic	Amendment Number	Amended Elements	LPA Hearing Date	BCC Hearing Date
A	Capital Improvements Element - 2007 Update	07EX2.TXT01	Capital Improvements	Not required	12/11/07

Section 3. Severability.

(a) The enactment of this Ordinance includes one (1) text amendment.

(b) If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. Exclusion From County Code/Codification.

(a) It is the intent of this Board that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code codifier shall have liberal authority to codify this Ordinance as a separate document or as part of or as a volume of the Land Development Code of Seminole County in accordance with prior directions given to the said Code codifier.

(b) The Code codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. Effective Date.

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with State law.

(b) This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the Plan amendments set forth herein shall be twenty-two (22) days after the Florida Department of Community Affairs' publication of a notice of intent to find the Plan amendments in compliance if no affected party challenges the Plan amendments, or, if an affected party challenges the Plan amendments, when a final order is issued by the Florida

Department of Community Affairs or the Administration Commission determining that the amendments are in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders or development permits, if dependent upon an amendment, may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission adopting a resolution affirming its effective status, a copy of which resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

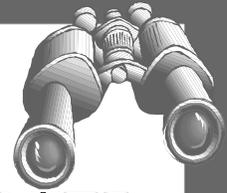
ENACTED this 11 day of December, 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

Exhibit A

**Capital Improvements Element – Exhibit Section Update
07EX2.TXT01**

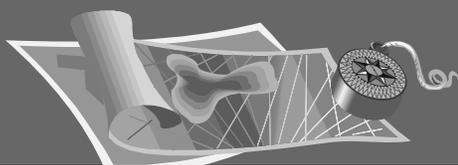


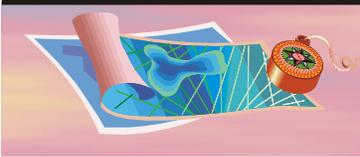
EXHIBITS – ANNUAL CIE UPDATE

- Introduction to Annual CIE Update
- Financial Feasibility Statement
- Facility LOS - All Facilities
- Facility LOS - Drainage
- Facility LOS - County Roads
- Facility LOS - State Highways Criteria
- Facility Program - Drainage
- Facility Program - Libraries
- Facility Program - Potable Water/Sanitary Sewer
- Facility Program - Public Safety
- Facility Program - Recreation and Open Space
- Facility Program - Solid Waste
- Facility Program - Transportation: Mass Transit
- Facility Program - Transportation: Roads



VISION 2020





Vision 2020 Comprehensive Plan Seminole County, Florida

CAPITAL IMPROVEMENTS ELEMENT

Introduction to the Annual CIE Update - FY 2007/08 – 2011/12 ~~2005/06 to 2009/10~~

ANNUAL UPDATE TO THE CAPITAL IMPROVEMENTS ELEMENT

Per ~~sub-sections~~ 163.3177 F.S., (3)(b)1 - "The capital improvements element shall be reviewed on an annual basis and modified as necessary in accordance with s. 163.3187 or s. 163.3189 in order to maintain a financially feasible 5-year schedule of capital improvements. "Additionally, the sub-section notes: "Amendments to implement this section must be adopted and transmitted no later than December 1, 2008."

This ~~update~~ amendment to the Capital Improvements Element (CIE) updates covers the projected service demand and available/planned capacity for each of the facility elements as well as the list of capital projects during the next five year period of Fiscal Years 2007/08 to 2011/12~~40/01/2005 through 09/30/2010~~. The amendment also includes a Financial Feasibility exhibit.

Due to the extensiveness of each year's update, the annual update amendment replaces pages entirely the replace the previous CIE Exhibits section of the adopted Capital Improvements Element (CIE), without strikethrough and underline except for the Introduction.

PURPOSE OF THE CAPITAL IMPROVEMENTS ELEMENT

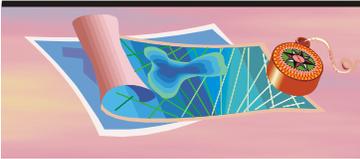
The primary purpose of the annual update to the CIE is to adopt a five year, financially feasible, schedule of capital improvements for each facility element. These improvements address the expansion of facility capacity to meet projected demands as well as the ongoing maintenance of the County's ability to deliver service at the adopted Level of Service standards. Additionally, the CIE can serve to identify funds dedicated to the achievement of other adopted element policies and program goals. In preparing the document, staff evaluates program and project costs, reviews revenue sources and projections to ensure adequacy to cover the five year period and reviews facility services to ensure maintenance of the adopted Level of Service standards. Following this introduction is a statement attesting to the financial feasibility of the five-year CIE program.

Seminole County's Comprehensive Plan is comprised of the facility elements specified in Rule 9J-5, Florida Administrative Code as well as ~~three~~ two optional elements (see list below). The elements are designed to ensure that the County's growth management plan is supported by adequate services and infrastructure in a timely fashion. The CIE provides an assurance of effective facility element implementation by adopting a financially feasible 5-year schedule of improvements for each type of facility, and by measuring whether those improvements are adequate to meet current and projected demands covering the 5-year period. (Note that the Natural Groundwater Aquifer Recharge is addressed in the Conservation and Future Land Use Elements with capital projects being incorporated in the Drainage, Potable Water, Sanitary Sewer or Transportation-Roads capital project programs.)

A Required Elements:

- 1 Drainage
- 2 Potable Water
- 3 Recreation & Open Space
- 4 Sanitary Sewer
- 5 Solid Waste
- 6 Transportation





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- B Optional Elements – Not part of the Concurrency Management System:
- 1 Libraries
 - 2 Public Safety (Fire/Rescue)

~~PREVIOUS COMPLIANCE WITH THE 1998 EVALUATION AND APPRAISAL REPORT~~

~~For the 1998 Evaluation and Appraisal Report (EAR), the first eight elements Seminole County Comprehensive Plan (Spring Amendment 01S.TXT1) were adopted by the Board of County Commissioners (BCC) on May 8, 2001, and found in compliance by the Department of Community Affairs, as publicly noticed on June 27, 2001. The 2001 Spring Amendment, the first of two Vision 2020 amendment submittals, implemented the County's 1998 EAR based amendments.~~

~~The 2001 Spring Amendment amended the text portion of the Capital Improvements Element (Introduction, Issues, and Goals, Objectives and Policies) and the Exhibits portion of the Libraries, Recreation and Transportation elements. The Drainage, Potable Water, Public Safety, Sanitary Sewer and Solid Waste element portions were fully updated with the Spring 2002 CIE Update.~~

DESCRIPTION OF THE UPDATED EXHIBIT ~~UPDATE~~ SECTIONS

The update consists of ~~three~~ four sections – an Introduction, Financial Feasibility, Facility Level of Service ~~description~~ and a Facility Programs ~~description~~:

Introduction to the Annual CIE Update

This section sets out the purpose and requirements of the update, describes how the update is presented, how amended, and makes any special notes of interest.

Financial Feasibility Statement

This section ~~and~~ contains a statement of financial feasibility detailing how this will be demonstrated starting with the 2008 CIE Update.

Facility Level of Service Descriptions

This section identifies for each element the facility type, service area and adopted levels of service.

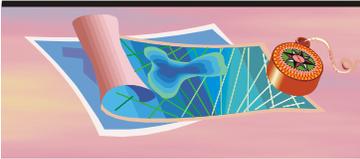
~~Of note within this section, the adopted level of service (LOS) for the Solid Waste Element as shown in Exhibit CIE: Facility LOS All Facilities has been amended to cover the time period 2001/02 – 2005/06 based on the most current data and analysis which shows that capacity will be adequate beyond the planning horizon of 2020. This LOS will be reviewed and updated in conjunction with the next Evaluation and Appraisal Report (EAR) based amendments. The next EAR is due on September 1, 2006.~~

Facility Program Description - ~~e~~Consisting of three parts to each element:

~~CA~~ The “Summary of Policies, Programs and Capital Improvements with Cost Impacts” is a program description summarizing the overall capital program of the facility and identifies funding sources and any special issues faced by the facility. **Note:** The former Trails section of the Transportation Facility Program has been moved to and incorporated into the Recreation and Open Space Facility Program.

- B The “Capacity/Improvements Summary” reports existing ~~current~~ and projected capacity and service demand figures based on the most recently adopted socioeconomic data series. This provides a check on whether any facility deficiencies are projected within the five year planning period. **Note:** Demand figures are always those of the year prior to the start of the five (5) year CIE planning period. This is necessary to have the time to calculate whether any deficiencies exist using the update socio-economic data (population





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and employment by traffic analysis zone), and then address those deficiencies during the following year's budget cycle for inclusion in the amendment update to the CIE. For the CIE planning period of FY 2007/08 – 2011/12, the year used to base service demand on is 2006.

- C The "Five Year Capital Schedule of Improvements" shows section lists the each major capital projects and the dollars allotted to their#s implementation over the coming five year planning period. During the annual CIE amendment process, capital project schedules and funding sources are subject to continuing adjustment to reflect management and funding strategies developed in conjunction with preparation and adoption of each Annual Budget. Once the budget is adopted (September of each year), rebudgets of projects appropriated in the prior fiscal year are incorporated for the final adoption hearing of the CIE Update. By this means, the first year of the CIE is always consistent with the adopted annual budget for that year.

SPECIAL NOTES FOR THE FY 2007/08 – 2011/12 UPDATE

A Water Supply Facilities Work Plan - This update includes the capital projects noted in the November 13, 2007, amendment to the Potable Water Element to incorporate a Water Supply Facilities Work Plan. The particular projects noted in that amendment are noted by the letters "WSP" attached to their project number.

B Solid Waste Level Of Service Update - Within the "Facility Level of Service Descriptions" section, the adopted level of service (LOS) for the Solid Waste Element as shown in *Exhibit CIE: Facility LOS - All Facilities* has been amended to cover the time period from FY 2007/08 through the next Evaluation and Appraisal Report (EAR) due in 2013.

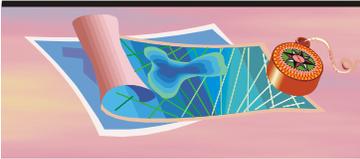
Based on the most current data and analysis which shows that land fill and transfer station capacity will be adequate beyond the planning horizon of 2025, there is no reason to update annually these figures. These LOSs will be reviewed and updated in conjunction with the next EAR based amendments and a determination made as to whether the seven (7) year update cycle remains adequate.

SUPPORT DOCUMENT UPDATE

CIE Element support material provided in support of this amendment contains the socioeconomic data used in evaluating each facility's projected service demand and tables demonstrating the calculation.

(Revised: Amendment 0507EX2.TXT01; Ordinance 20075-XX, 12/1120/20075)





Vision 2020 Comprehensive Plan Seminole County, Florida

Financial Feasibility Statement

~~In 2005, the Florida Legislature amended Section 163.3164 (32), Florida Statutes (i.e., Senate Bill 360) to include a definition of "financial feasibility".~~

Section 163.3177, sub-section (3)(b)1, F.S., establishes December 1, 2008, as the date by which each jurisdiction shall provide a demonstration of financial feasibility for its five-year capital improvements plan. The definition requires that sufficient revenues are currently available or will be available to fund the projected costs of the capital improvements identified in County's five year Capital Improvements Element (CIE) and ensure that adopted level-of-service standards are achieved.

Seminole County will make use of the following revenues to fund the capital projects of the Comprehensive Plan's facility elements for fiscal years 2007/08 – 2011/12.

Committed revenues for the first two years, FY 2007/08 – 2008/09, include:

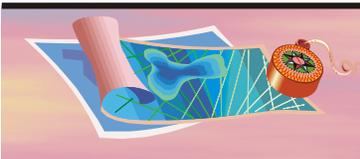
- Ad Valorem and other general revenues
- Impact Fees/Utility Connection Fees
- Users Rates and Charges
- Infrastructure Sales Tax
- Locally Imposed Gas taxes
- Bond Proceeds

Committed and planned revenues for the final three years, FY 2009/10 – 2011/012, include:

- Ad Valorem and other general revenues
- Impact Fees/Utility Connection Fees
- Users Rates and Charges
- Infrastructure Sales Tax
- Locally Imposed Gas taxes
- Bond Proceeds

A demonstration of financial feasibility of the annual five-year CIE in a manner that can easily be understood will be included with the 2008 CIE Update.





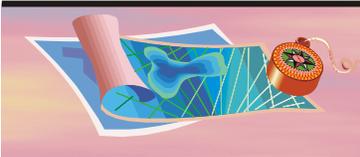
Vision 2020 Comprehensive Plan Seminole County, Florida

Facility LOS - All Facilities

Plan Element	Facility Type	Service Area	Adopted Level of Service
Drainage	Drainage Structures Water Quality	By Basin, Countywide	see Exhibit CIE: Facility LOS - Drainage see Exhibit CIE: Facility LOS - Drainage
Library Services	Library System Collection	Countywide (less Alt. Springs)	1.0 Book/Capita
Potable Water	County Water Treatment Plants	Service to portions of the unincorporated area and cities	350 Gallons/Day ERC
Public Safety	Fire/Rescue Units	Unincorporated Area	5 Minute Unincorporated Area Average Response Time
Recreation and Open Space	Urban Community Parks - Land and Facilities	Countywide	3.6 total acres/1,000 population 1.8 developed acres/1,000 population
Sanitary Sewer	County Wastewater Treatment Plants	Service to portions of the unincorporated area and cities	300 Gallons/Day/ERC
Solid Waste	County Landfill	Countywide	LOS for 2007/08 - 2011/12 4.2 lbs/capita/day
	County Transfer Station	Countywide	LOS for 2007/08 - 2011/12 4.3 lbs/capita/day
Transportation	County Arterial and Collector Roads 2-lane, 4-lane, 6-lane	Vary by Character Area: Rural, Mixed Use Centers, Development Corridors and Neighbor- hoods	Daily/Peak Hour Per Transportation Element Policies for facilities impacted by Mixed Use Center traffic and facilities in Special Transportation Areas, facilities parallel to exclusive transit or toll facilities, physically or policy constrained facilities, backlogged facilities and other facilities.
	State Roads	County -wide	Per Transportation Element (FIHS per FDOT LOS Criteria Tables)
	(See Facility LOS - Seminole County Roads		and State Highways Criteria on pages 7 and 8)
	Mass Transit System	Transit Service Area	1.03 revenue miles/capita translating the annual revenue miles standards as: 1.5219/Single-Family dwelling units 1.1255/Multi-Family dwelling units 1.3162/Hotel-Motel room 3.1164/Retail employee 0.4266/ Non-Retail employee

(Facility LOS - All Facilities.xls)





Vision 2020 Comprehensive Plan Seminole County, Florida

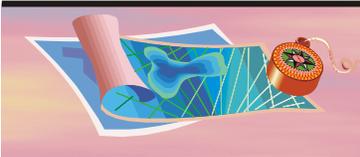
Facility LOS - Drainage

Level of Service Standards for New Development

Facility	Design Storm
Retention/Detention Basins (with positive outfall) - Sites and Subdivisions	25 Year, 24 Hour
Retention /Detention Basins (Landlocked with no positive outfall)	100 Year, 24 Hour (Total Retention)
Retention/Detention Basins - Adjacent to a public right-of-way with no positive outfall	25 Year, 24 Hour (Total Retention)
Closed Drainage System (Internal to Development)	10 Year, 3 hour
Roadside Swales	10 Year, 3 hour
Arterial and Collector Streets	10 Year, Hydraulic Gradient Line - 1.0 feet below gutter line
Local Streets	10 Year, Hydraulic Gradient Line - 0.5 feet below gutter line
Canals	25 Years
Bridges - The design frequency may be increased if found necessary by the Manager of the Development Review Division to protect upstream or downstream properties.	100 Years

Note: See the Drainage Element for additional policies relating to standards and new development.





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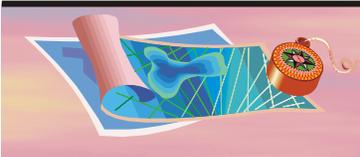
Facility LOS – Seminole County Roads

Arterials and Collectors Generalized Maximum Service Volumes Interim (5-Year) Planning Application

LOS Level	Lanes		
	2	4	6
A	13,640		
B	14,620	19,152	
C	15,530	25,537	
D (1)	17,800	32,320	48,520
E (2)	19,360	42,560	63,840
RURAL D	15,000	38,000	57,000

- (1) For Facilities Outside of Urban Center Traffic Impact Areas.
- (2) For Facilities Inside of Urban Center Traffic Impact Areas.





Vision 2020 Comprehensive Plan Seminole County, Florida

Facility LOS - State Highways Criteria

Rural Areas and Areas Less Than 5,000 Population

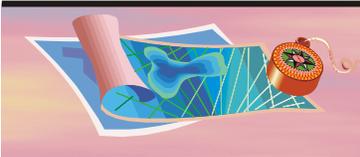
LOS	Freeways	Multi-Lane Arterials	Two-Lane Highways		Interrupted Arterials
	(measure)	(v/c)	55 mph (v/c)	45 mph (v/c)	(average travel speed)
LOS A	≤0.35	≤0.30	≤0.12	≤0.09	≤42 mph
LOS B	≤0.54	≤0.54	≤0.24	≤0.21	≤34 mph
LOS C	≤0.77	≤0.71	≤0.39	≤0.36	≤27 mph
LOS D	≤0.93	≤0.87	≤0.62	≤0.60	≤21 mph
LOS E	≤1.00	≤1.00	≤1.00	≤1.00	≤16 mph
LOS F	>1.00	>1.00	>1.00	>1.00	>16 mph

Urbanized Areas, Transitioning Areas, and Areas over 5,000 Population

LOS	Freeways	Uninterrupted Multi-Lane	Two-Lane Arterials		
			Class		
			I	II	III
(measure)	(v/c)	(v/c)	(average travel speed)		
LOS A	≤0.35	N/A	≤35 mph	≤30 mph	≤25 mph
LOS B	≤0.54	≤0.45	≤28 mph	≤24 mph	≤19 mph
LOS C	≤0.77	≤0.60	≤22 mph	≤18 mph	≤13 mph
LOS D	≤0.93	≤0.76	≤17 mph	≤14 mph	≤9 mph
LOS E	≤1.00	≤1.00	≤13 mph	≤10 mph	≤7 mph
LOS F	>1.00	>1.00	>13 mph	>10 mph	>7 mph

Source: Information is extracted from both the 1995 and 1998 LOS Handbook Manuals.





Vision 2020 Comprehensive Plan Seminole County, Florida

Facility Program – Drainage

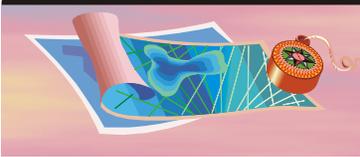
Summary of Policies, Programs and Capital Improvements with Cost Impacts Drainage

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
Major Work Efforts: - TMDL Implementation - Primary and Secondary Drainage Facility Improvements - Subdivision Rehabilitations	
Total 5 Year Cost	\$51,586,884

Potential Additional Cost Impacts During/Beyond Five Year Planning Period
<ul style="list-style-type: none"> · Implementation of water quality programs and deficiency corrections based on current NPDES permit. · Funding of the Total Maximum Daily Load (TMDL) program for Seminole County beginning FY2005/06 for NPDES Permit compliance in L. Jesup Basin and the additional 22 TMDL impaired lakes and water body segments soon to added in the 2008 basin planning phase and middle basin planning process.

Available Funding Options - Major revenue sources available to the board of county commissioners (either existing or available without voter approval) to fund all or portions of the drainage capital improvement element update are: general fund, transportation trust fund, local option infrastructure sales tax fund (if major road system related), stormwater assessment. The current revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE update, but since a large portion of the projects are funded by a general fund transfer to the stormwater funds, state imposed reductions in ad valorem, taxes will have a direct impact on the stormwater fund. In addition, federal/state/water management district funding partnership funding will continue to be aggressively pursued, but the agencies have made the county aware that other government entities with dedicated funding sources will have priority over Seminole County for future grant/cost share programs. State and water management district funding reductions are expected to result from both state budget reductions and ad valorem mandated cuts to the St Johns River Water Management District.





Vision 2020 Comprehensive Plan Seminole County, Florida

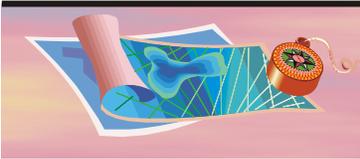
Capacity/Improvements Summary

Stormwater Program

The information below presents an overview of the Stormwater Program which provides for continuing basin evaluations, capital improvements, initiation of water quality studies, and compliance with State and Federal regulations.

The following list of limited basin evaluations (due to funding reductions), studies, improvement projects, and equipment details the five year capital projects Stormwater Program adopted in the Capital Improvements Element. One of the primary goals of this program is to reduce system drainage deficiencies over time consistent with funding levels. Level of Service standards for Stormwater are adopted for various types of road and development facilities. Revised pre/post pollutant loading standards are expected to be put in place once a soon-to-be-adopted state-wide water rule is rewritten, likely 2008/09.



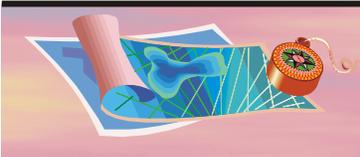


Vision 2020 Comprehensive Plan Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00008002	Econlockhatchee River Basin TMDL Implementation	-	-	800,000	900,000	990,000
00008301	Wekiva River Basin Study	-	-	800,000	900,000	990,000
00008302	Sweetwater Cove Tributary	1,533,444	-	-	-	-
00009001	Lake Jesup Basin Study	-	-	800,000	900,000	990,000
00009202	Little Econ / Crane Strand (JPP)	246,897	-	-	-	-
00012002	Howell Creek Basin Drainage I	-	-	800,000	900,000	990,000
00174503	SR 434 Sedimentation Basin	1,087,561	-	-	-	-
00202402	Lockhart Smith Canal / Acquisition & Improvement	132,233	-	-	-	-
00202404	Six Mile Canal Phase I Channel Improvements	70,000	350,000	500,000	-	-
00202405	Lightwood Knot Canal - Phase I	150,000	1,250,000	1,250,000	1,000,000	-
00203002	Elder Creek / C-15 Pond	363,091	-	-	-	-
00209102	Anchor Road Drainage Improvement	2,140,029	-	-	-	-
00209103	Lake Howell Road - design	85,365	-	-	-	-
00209105	Curryville Rd Culverts	550,000	-	-	-	-
00209106	Wekiva Park Drive	400,000	-	-	-	-
00209108	Lincoln Heights Drainage Improvements	950,000	2,000,000	-	-	-
00209110	West Crystal Dr. Drainage Improvements	-	300,000	600,000	-	-
00209112	Road Related Projects (minor projects cont.)	-	-	1,050,000	1,050,000	1,050,000
00209113	Red Bug Lake Rd Outfall Drainage Improvements	1,275,242	-	-	-	-
00209114	Red Bug Lake Rd at Howell Creek Erosion Control	350,000	200,000	1,600,000	-	-
00228301	Sylvan Lake Outfall / Lake Level Control	2,130,000	-	-	-	-
00229001	Cassel Creek Stormwater Facility	400,000	-	1,700,000	-	-
00229104	Alexander Ave	4,812	-	-	-	-
00229106	Paradise Pt Subdivision Drainage Improvements	760,000	-	-	-	-
00229109	Praire Lake Outfall Improvements	173,000	-	-	-	-
00229114	East Settler Loop	90,000	250,000	-	-	-
00229115	SR 426 at Aloma Woods Conveyence Improvements	366,500	-	600,000	-	-
00233801	CLUB II REGIONAL STORMWATER FACILITY/JPP	286,332	-	-	-	-
00234502	Markham Woods Road & Drainage Improvements	75,000	-	-	-	-
00241501	Middle Basin Preliminary Engineering	-	-	130,000	223,250	223,250
00241701	Midway Regional Stormwater Facility (IFAS)/Joint Participar	2,600,000	-	-	-	-
00241801	Midway Regional Stormwater Facility (IFAS) Demolition	235,090	-	-	-	-
00242301	Bear Gully Drainage Improvements	300,000	650,000	-	-	-
00243001	Myrtle Lake Hills Drainage Improvements	213,124	-	-	-	-
00246201	Washington Heights Erosion Control	40,000	650,000	-	-	-
00255701	Subdivision Retrofit Program	345,000	425,000	1,050,000	1,050,000	1,050,000
00255713	Stillwater Drive (Subdivision Retrofit)	-	100,000	-	-	-
00255715	Rising Sun Boulevard (Subdivision Retrofit)	-	300,000	-	-	-
00255722	Eagle Circle (Subdivision Retrofit)	200,000	-	-	-	-
00255723	Hunt Lane (Subdivision Retrofit)	50,000	-	-	-	-
00255725	Wekiva Trail (Subdivision Retrofit)	275,000	95,000	-	-	-

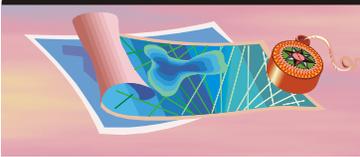




Vision 2020 Comprehensive Plan Seminole County, Florida

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00255729	Shadow Creek Circle (Subdivision Retrofit)	-	100,000	-	-	-
00255730	Continental Boulevard (Subdivision Retrofit)	-	50,000	-	-	-
00255731	Courtland Loop Tuska Bay (Subdivision Retrofit)	-	25,000	-	-	-
00255732	Spring Valley Loop (Subdivision Retrofit)	-	50,000	-	-	-
00258301	Innovative Waste Management Grant	476,383	-	-	-	-
00258401	Lockhart Smith Canal Regional Stormwater Facility	358,144	-	-	-	-
00259501	Grace Lake Design Modeling	523,137	550,000	-	-	-
00277001	Lake Mary Boulevard at Sun Drive Secondary Drainage	120,000	-	-	-	-
Totals		19,355,384	7,345,000	11,680,000	6,923,250	6,283,250





Vision 2020 Comprehensive Plan Seminole County, Florida

Facility Program - Libraries

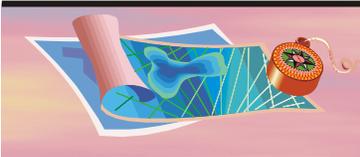
Summary of Policies, Programs and Capital Improvements with Cost Impacts Libraries

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
Funding to continue to maintain collection size of 500,000 volumes +/- 10%. Includes books, annuals, periodicals and collection maintenance as needed, taking into account the changing electronic formats in which these items are produced. Cost impact encompasses updates to reference collection, customer requests and replacement of lost/stolen titles.	
Total 5 Year Cost	2,904,225

Potential Additional Cost Impacts During/Beyond Five Year Planning Period
In 1998, the BCC approved a phased budgetary plan to increase the number of books from 1.0 to 1.5 books per capita (excluding the population of Altamonte Springs which has its own library). This figure was reached in 2002 with the attainment of approximately 500,000 volumes. Due to insufficient space in the existing library buildings to hold additional volumes, the rate of 1.5 will decrease yearly as the county population increases. The rate of vols/capita would further decrease if the population of Altamonte Springs (36,390 cardholders) were added to the system as recommended by a consultant prepared Strategic Plan for the library done in 2000. The rate is not projected to drop below the Comprehensive Plan adopted level of service of 1.0 vols/capita within the long range planning period.

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Libraries Capital Improvement Element Update are: general revenues, impact fees, proceeds from bonds backed by general revenues and various grants/contributions/donations. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.





Vision 2020 Comprehensive Plan Seminole County, Florida

Capacity/Improvements Summary

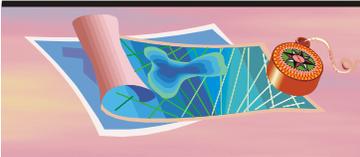
Libraries

Year	Collection Volumes *
<u>CURRENT</u>	
2006 Available	510,317
2006 Demand *	<u>387,371</u>
Surplus (Deficiency)	122,946
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>	
Added Volumes **	0
<u>FIFTH YEAR</u>	
2012 Total Available	510,317
2012 Demand *	<u>442,718</u>
Surplus (Deficiency)	67,599
<u>FUTURE</u>	
2025 Needed*	450,494

* Based on maintaining adopted standard of 1.0 book/capita for countywide library service population excluding Altamonte Springs which maintains a municipal library.

** Expansion of collection dependent upon expansion of space available.





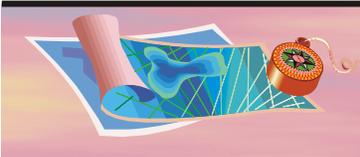
Vision 2020 Comprehensive Plan Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00025001	Library Collection Replacement	758,075	758,075	758,075	-	-
00029801	Library Book Donations	10,000	10,000	10,000	-	-
00060301	Library Collection New Volume	200,000	200,000	200,000	-	-
	Totals	968,075	968,075	968,075	-	-

(Facility Program - Library.xls)





Vision 2020 Comprehensive Plan Seminole County, Florida

Facility Program - Potable Water/Sanitary Sewer

Summary of Policies, Programs and Capital Improvements with Cost Impacts Potable Water and Sanitary Sewer

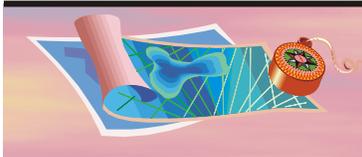
Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
<p>Among the projects scheduled for Environmental Services is expansion of the Yankee Lake Water Reclamation Facility to 5.0 million gallons a day (MGD) and expansion of the reclaimed system to include residential service in the Northwest area. Renewal requests for the NE and SE service area CUPs have been submitted and a consolidated CUP for all County service areas is under review by the SJRWMD. The projected figures in the water capacity and demand table have been accepted as part of the County's application for a global CUP. The table was also included in the Water Supply Facilities Plan amendment done in conjunction with the Regional Water Supply Plan. The Water Supply Facilities Work Plan was adopted on 11/13/2007.</p>	
Total 5 Year Water Cost	\$173,621,314
Total 5 Year Sewer Cost	\$103,165,688
Grand 5 Year Cost	\$276,787,002

Potential Additional Cost Impacts During/Beyond The Five Year Planning Period
<p>The required levels of treatment for sewer and water and programs needed to implement the treatment may change as the EPA continues research resulting in legislative amendments. Implementation of Master Plan recommendations has been initiated with the addition of several plant and distribution improvements.</p>

<p>Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Potable Water/sanitary Sewer Capital Improvement Element Update are: rates and charges collected from water & sewer system customers, connection fees, proceeds from bond issues backed by revenues of the system and various grant opportunities. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.</p>

(facility program potwater sansewer.xls)





Vision 2020 Comprehensive Plan Seminole County, Florida

Capacity/Improvements Summary

2005				
Water Service Areas (mgd)	Design Capacity (ADF) (1)	Permit SJRWMD Alloc (2)	Current Demand (ADF) (3)	Permit Surplus/Deficit
N West (4)	8.376	6.430	5.760	0.670
N East (4)(5)	3.709	3.020	2.280	0.740
S East (6)	13.233	9.154	8.470	0.684
S West	2.560	1.600	1.270	0.330
TOTALS	27.878	20.204	17.780	2.424
Blk Hmk (7)	0.175	NA	0.103	0.072
2010				
Water Service Areas (mgd)	Design Capacity (ADF) (1)	Permit SJRWMD Alloc (2)	Projected Demand (3)	Permit Surplus/Deficit
N West (4)	8.376	8.230	9.480	-1.250
N East (4)(5)	3.709	3.020	2.650	0.370
S East (6)	13.233	9.154	11.390	-2.236
S West	2.560	1.690	1.550	0.140
TOTALS	27.878	22.094	25.070	-2.976
Blk Hmk (7)	0.175	NA	0.129	0.046
2015				
Water Service Areas (mgd)	Design Capacity (ADF) (1)	Permit SJRWMD Alloc (2)	Projected Demand (3)	Permit Surplus/Deficit
N West (4)	8.376	8.230	10.860	-2.630
N East (4)(5)	3.709	3.020	3.120	-0.100
S East (6)	13.233	9.154	13.160	-4.006
S West	2.560	1.370	1.760	-0.390
TOTALS	27.878	21.774	28.900	-7.126
Blk Hmk (7)	0.175	NA	0.140	0.035
2020				
Water Service Areas (mgd)	Design Capacity (ADF) (1)	Permit SJRWMD Alloc (2)	Projected Demand (3)	Permit Surplus/Deficit
N West (4)	8.376	8.230	11.960	-3.730
N East (4)(5)	3.709	3.020	3.550	-0.530
S East (6)	13.233	9.154	14.430	-5.276
S West	2.560	1.370	2.010	-0.640
TOTALS	27.878	21.774	31.950	-10.176
Blk Hmk (7)	0.175	NA	0.151	0.024

1 Physical plant permitted average day capacity.

Rev. 2, Jan 25, 2007

Revision 2, Jan 25, 2007

2 Daily average pumping amount based on SJRWMD CUP permit allocation for the individual year and service area.

3 Projected demand is based historical flow information. Amounts have not been reduced due to reflect effects of proposed conservation or reclaimed water usage to offset use of potable water for irrigation. Current demand (2005) is consistent with the County's CUP application, which uses water demands from 9/1/04 – 8/31/05.

4 The Northwest and Northeast service areas are interconnected.

5 SJRWMD Northeast CUP expired November 30, 2003. Renewal application submitted to District. Previous allocation shown.

6 SJRWMD Southeast CUP expired December 31, 2003. Renewal application submitted to District. Previous allocation shown.

7 The Black Hammock Service Area is served through a wholesale contract with the City of Oviedo.

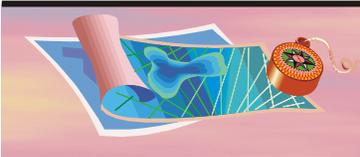
Note 1: Projected deficits are based on existing facility capacity and current conservation efforts.

Note 2: Six small, built-out private water facilities were absorbed mid-2004

capacity/demand calculations beginning with the 2007 CIE.

(WSP Exhibit1.xls)





Vision 2020 Comprehensive Plan Seminole County, Florida

Sanitary Sewer

Sewer Service Areas (mgd)	2006			2012			2025
	Permit Capac (1)	Current Demand (ADF) (5)	Surplus/ (Deficit)	Permit Capac (1) (4)	Projected Demand (2)	Surplus/ (Deficit)	Projected Demand (ADF)
NW/NE (3)	6.000	3.990	2.010	7.000	5.802	1.198	6.390
S East	8.506	4.940	3.566	8.506	6.440	2.066	7.709
S West	0.855	0.522	0.333	0.855	0.071	0.784	0.748
TOTALS	15.361	9.452		16.361	12.313		14.847

1 Design and permitted capacity.

2 Projected demand is based on the level of service standard of 300 gal/day/unit.

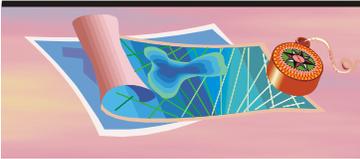
3 Northwest and Northeast service areas are interconnected. NW 2.5mgd and NE 3.5mgd

4 Based on approval of submitted request for re-rating of Yankee Lake and Greenwood Lakes treatment plants.

Source: Seminole County Environmental Services (07/2007)

(potwater sansewer.xls)



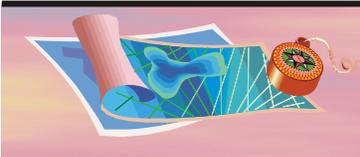


Vision 2020 Comprehensive Plan Seminole County, Florida

Five Year Capital Schedule of Improvements

Elmt	Project # *	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
POT	00021701WSP	Oversizings & Extensions	240,820	1,953,450	2,051,156	2,261,399	2,300,000
SAN	00024803WSP	Telemetry & SCADA System Improvements	329,972	156,276	164,093	180,914	180,000
POT	00056601WSP	Potable Water Treatment Plant Rehabilitation	787,029	803,122	1,558,879	1,718,664	1,500,000
POT	00064501WSP	Potable Water Distribution System Improvements	1,109,313	289,400	303,875	335,025	350,000
POT	00064606WSP	East Lake Drive Potable Water Main	91,612	-	-	-	-
POT	00064702	Lockwood Road Potable Water Main	188,367	-	-	-	-
POT	00065101WSP	Lake Emma Road Utility Replacement/Upgrade	2,026,906	-	-	-	-
POT	00065201WSP	Potable Water Replacements for Minor Roads	763,038	578,800	607,750	670,044	700,000
POT	00067201WSP	Monroe Rd (CR 15) Utilities Replacement	1,073,531	-	-	-	-
SAN	00082904	Pump Station Upgrades	3,343,432	231,520	243,100	268,020	275,000
SAN	00083101	Collection System Enhancements	724,323	57,880	60,775	67,005	175,000
POT	00115701WSP	Chemical Feed Systems Rehabilitation	647,265	-	60,775	67,005	75,000
POT	00164301WSP	Yankee Lake Regional Surface Water Facility Design	1,980,660	-	-	-	-
SAN	00164501WSP	Eastern Regional Reclaimed Water System	1,256,535	-	-	-	-
SAN	00164601WSP	City Of Oviedo/Seminole County Reclaimed Water Syst	210,255	-	-	-	-
POT	00168801WSP	Southeast Service Area Potable Water Main Ph II	3,340,372	-	-	-	-
POT	00178101WSP	Bunnel Road Potable Water Main Replacement	300,050	-	-	-	-
POT	00178301WSP	Country Club Well #3	598,988	-	-	-	-
SAN	00181201WSP	Yankee Lake Road/SR 46 Reclaimed Water Transmissior	1,242,010	-	-	-	-
POT	00181601WSP	Yankee Lake Regional Surface Water Plant Construction	42,020,895	-	-	-	-
SAN	00182301WSP	Markham Woods Road Reclaimed	3,786,013	-	-	-	-
SAN	00182901WSP	Greenwood Lakes Reclaimed Water Ground Storage Tai	148,890	-	-	-	-
POT	00193101WSP	Markham Woods Road Utilities	188,515	-	-	-	-
POT	00193301WSP	Lake Monroe Water Treatment Plant Rehabilitation	1,178,012	-	-	-	-
POT	00193601WSP	Bear Lake Woods Road Potable Water Main Interconne	330,405	-	-	-	-
POT	00194101WSP	Automated Valve Improvements	88,575	115,760	121,550	134,010	-
POT	00194501	Yankee Lake Regional Chlorine Contact Replacement	-	138,912	9,724,000	-	-
SAN	00194901	Sand Lake Road Force Main Replacement	115,186	-	-	-	-
SAN	00195201WSP	Yankee Lake Water Reclamation Facility Expansion	15,098,064	-	-	-	-
POT	00195401WSP	Country Club Water Treatment Plant- Ground Storage T	-	694,560	-	-	-
POT	00195501WSP	Potable Water Quality - Distribution System Improveme	62,187	5,788,000	4,862,000	4,690,350	4,700,000
POT	00195701WSP	Potable Water Quality - Treatment Plant Improvements	1,122,708	11,576,000	12,155,000	13,401,000	-
SAN	00199901	Greenwood Lakes Water Reclamation Facility - Sludge F	256,531	-	-	-	-
POT	00200401WSP	Markham Water Treatment Plant Aquifer Storage & Rec	121,075	-	-	-	-
SAN	00200501WSP	Critical Well Sites/Lift Stations - Emergency Power Syster	-	405,160	-	-	-
SAN	00200901WSP	AAA Drive Reclaimed Water Main	560,868	-	-	-	-
POT	00201101WSP	Consumptive Use Permit Consolidation	176,872	-	-	-	-
SAN	00201201	Critical Lift Stations Emergency Power Upgrades	414,352	347,280	364,650	402,030	400,000
POT	00201501WSP	Potable Well Improvements	255,638	231,520	243,100	268,020	300,000
POT	00203101WSP	Security Improvements/Enhancements	487,797	131,520	243,100	268,020	-
POT	00203201WSP	Potable Water Distribution System Upgrade- FL Wtr Aq	1,939,285	2,877,107	-	-	-





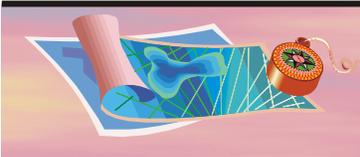
Vision 2020 Comprehensive Plan Seminole County, Florida

Elmt	Project # *	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
POT	00203301WSP	Potable Water Treatment Plant Upgrade - FL Water Aqu	1,058,219	1,874,187	-	-	-
POT	00203401WSP	Hanover Woods Water Treatment Plant- Ground Stora	-	187,531	461,890	-	-
POT	00203801WSP	Fern Park Water Distribution System Improvements	264,293	-	-	-	-
SAN	00203901	Apple Valley Pump Station Replacement	164,909	-	-	-	-
POT	00204001	Tri-Party Optimization Program	1,011,907	-	-	-	-
POT	00207801WSP	Orange Boulevard Utilities	3,417,377	-	-	-	-
POT	00212901WSP	Southwest Area Potable Water Main Replacements	-	277,824	-	-	-
POT	00214701WSP	Rising Sun Boulevard Potable Water Main	116,225	-	-	-	-
POT	00214801WSP	Dodd Road Potable Water Main Phase II	-	57,880	883,958	-	-
SAN	00216401	Iron Bridge Improvements	558,227	-	-	-	-
POT	00216501WSP	Elder Road / Orange Boulevard Potable Water Main	2,699,810	-	-	-	-
POT	00216601WSP	Markham Regional Water Treatment Plant Improvement	1,713,150	-	-	-	-
POT	00216701WSP	Markham Water Treatment Plant -Forced Draft Aeration	2,864,295	-	-	-	-
POT	00216901WSP	Long Pond Road / Markham Woods Road Potable Wate	750,448	-	-	-	-
SAN	00217101WSP	Heathrow Boulevard Reclaimed Water Main	2,829,571	-	-	-	-
SAN	00217201WSP	Residential Reclaimed Water Main Retrofit Phase II	6,417,763	-	-	-	-
SAN	00217301WSP	Residential Reclaimed Water Main Retrofit Phase I	942,048	-	-	-	-
SAN	00217401WSP	Longwood Markham Road Utility Improvements	6,876,600	-	-	-	-
SAN	00217601WSP	Northwest Reclaimed Water System Augmentation Well	472,562	-	-	-	-
POT	00217701	Orange Boulevard Replacement and Upgrades	2,856,127	-	-	-	-
SAN	00217801WSP	Markham Reclaimed Water Storage & Repump Facility	2,361,956	2,315,200	-	-	-
SAN	00218001	Sylvan Lake/ Markham Force Main	196,746	1,669,729	-	-	-
SAN	00218301	Northwest Service Area Collection System Improvement	48,915	578,800	-	-	-
SAN	00219701	SR 46 Force Main Extension	-	7,525,272	-	-	-
SAN	00223001WSP	Residential Reclaimed Water Main Retrofit Phase III	353,317	7,686,230	-	-	-
SAN	00223101WSP	Residential Reclaimed Water Main Retrofit Phase IV	382,348	13,450,923	-	-	-
SAN	00223201WSP	Residential Reclaimed Water Main Retrofit Phase V	-	10,221,262	-	-	-
SAN	00227401	Greenwood Lakes Wastewater Treatment Plant Improve	3,178,713	578,800	-	-	-
POT	00243301WSP	Greenwood Lakes RIB Site Potable Water Booster Statio	-	731,520	-	-	-
SAN	00247901WSP	Orange Boulevard Reclaim Main	2,203,631	-	-	-	-
POT	00249801WSP	CRA Fern Park Utilities	136,687	-	-	-	-
SAN	00253701	Liftstation Odor Control	125,196	156,276	121,550	134,010	150,000
POT	00254201WSP	I-4 at 17/92 Ramp B-1 Interchange Utilities Replacemen	290,198	-	-	-	-
		Potable Water Totals	78,298,651	28,307,093	33,277,033	23,813,537	9,925,000
		Sanitary Sewer Totals	54,598,933	45,380,608	954,168	1,051,979	1,180,000
		Grand Totals	132,897,584	73,687,701	34,231,201	24,865,516	11,105,000

*WSP - Water Supply Plan Project

(CIE Export Formatted.xls)





Vision 2020 Comprehensive Plan Seminole County, Florida

Facility Program - Public Safety

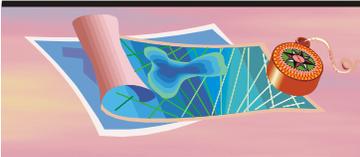
Summary of Policies, Programs and Capital Improvements with Cost Impacts Public Safety

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
<ul style="list-style-type: none"> Scheduled program and cost impacts include apparatus replacement, facility renovations, land purchase, station construction and purchase of an emergency training center. Apparatus replacement is conducted within fleet recommendations. Facility renovations are to meet ADA compliance. Station construction costs are identified based on population growth, development and required response times. 	
Total 5 Year Cost	\$26,520,967

Potential Additional Cost Impacts During/Beyond Five Year Planning Period
<ul style="list-style-type: none"> The need for additional capital facilities such as engines, squads, rescues, stations and their associated costs to maintain an average response time of 5 minutes will be evaluated yearly in conjunction with other technologies and service provision strategies such as vehicle and/or station relocation and shared service areas. The National Fire Protection Association Standard 1710 has recently introduced new guidelines for fire departments. This is a voluntary standard for compliance, but may prove to have costing elements beneficial to providing service. Continued fire service mergers could present cost impacts. Though each merger would be entered into with the intent to save in overall cost, unforecasted costs could emerge. An emergency training site has been purchased and a multi-year implementation/development plan is underway. Continued high fuel costs would significantly impact future budgets. Potential unfunded mandates re: Water Management District intervention and training costs. If homestead allowance increase is passed, impact on service revenue would be significant.

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Public Safety Capital Improvement Element Update are: special district ad valorem assessments, non-ad valorem assessments, impact fees, rates and charges for direct billed services and various grants/contributions/donations. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.





Vision 2020 Comprehensive Plan Seminole County, Florida

Capacity/Improvements Summary

Public Safety

Year	County Response Units*
<u>CURRENT</u>	
2006 Available	31
2006 Demand**	<u>39</u>
Surplus (Deficiency)	-8
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>	
New units ***	4
<u>FIFTH YEAR</u>	
2012 Available	35
2012 Demand	<u>45</u>
Surplus (Deficiency)	-10
<u>FUTURE</u>	
2025 Needed	51

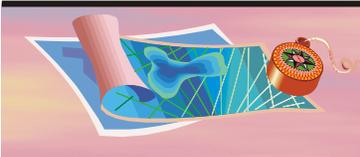
* Response units include staffed engines, rescue, squad and tower vehicles

** Demand is based on the 1996 service efficiency standard of 4,100 Equivalent Residential Units per response unit. This is not an adopted standard but serves as a guide for the number of units needed to maintain a five minute average response time. Methods to maintain the LOS are the following: 1. Continuing to adjust First Response agreements with each of the Cities to provide the best possible cost effective service delivery availability to the citizens of Seminole County and its municipalities. 2. Re-positioning units based on current operational loads and increasing the number and location of new fire stations. 3. Improving command and control technologies, such as the implementation of a new CAD system, associated improved station alerting and unit allocation along with completion of the traffic pre-emption system. 4. Meeting with other local and regional fire/emergency providers to create more efficient and useful measures of assessing what is necessary to maintain a targeted LOS is underway with the "Fire/Rescue Comprehensive System Assessment for Seminole County" being performed by the Matrix Company.

*** As new fire stations and expansions to existing stations are completed over the five-year planning period, up to 4 units are planned to be added. Consideration of the new, national guidelines for Fire/Rescue response standards plus re-evaluation of the service efficiency standard for calculating the needed number of vehicles will ultimately determine the number of units needed within the next five years.

(Facility Program - Public Safety.xls)



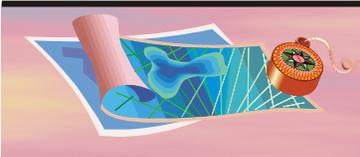


Vision 2020 Comprehensive Plan Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00012804	Traffic Preemption Devices (20)	50,000	50,000	50,000	50,000	50,000
00179301	Fire Station 13 - Forest City	70,335	-	-	-	-
00189301	Renovations To Fire Stations	1,287,706	186,900	-	-	-
00225001	Fire Station 39 - Yankee Lake	-	-	-	1,200,000	2,300,000
00249501	Fire Station 19 - Greenwood Lakes	2,500,000	2,500,000	-	-	-
00256001	Fire Station 27 Expansion	439,186	-	-	-	-
00258001	Fire Station 29 - Aloma Avenue	5,750,000	-	-	-	-
00274301	Relocation Fire Station 23	-	-	2,000,000	2,500,000	-
00274601	Consumer Premise Equipment (CPE)	1,700,000	600,000	300,000	300,000	300,000
00561002	Req-0079 Quantum Fire Engine BCC 4132	492,200	-	-	-	-
00561003	Req-0082 Transport Capable Rescue Vehicle	288,000	-	-	-	-
00561004	Req-0158 Quantum Fire Engine - Pierce - Station # 29	492,200	-	-	-	-
00561005	Req-0157 Quantum Fire Engine - Pierce	-	507,000	-	-	-
00561006	Req-0083 Rescue Vehicle - Station # 19	-	278,720	-	-	-
00561007	Req-0084 Transport Capable Rescue Vehicle - Station # 29	-	278,720	-	-	-
	Totals	13,069,627	4,401,340	2,350,000	4,050,000	2,650,000





Vision 2020 Comprehensive Plan Seminole County, Florida

Facility Program – Recreation and Open Space

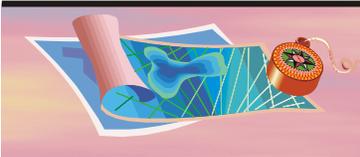
Summary of Policies, Programs and Capital Improvements with Cost Impacts Recreation and Open Space

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012	
Costs cover additional lands acquired under the Natural Lands program and initial activities to open properties to the public as well as park and trail development.	
Total 5 Year Cost	\$ 22,264,845

Potential Additional Cost Impacts During/Beyond Five Year Planning Period
<p>Natural Lands - Costs cover additional lands acquired under the Natural Lands program and initial activities to open properties to the public as well as park and trail development.</p> <p>Trails - The existing 27 miles of paved and open trail will be expanded to 40.4 miles of Showcase Trails and 18.8 miles of Neighborhood/City Trails from 2006 - 2010. The trail system is not counted towards park acreage.</p>

Available Funding Options - Natural Lands/Parks/Trails
<p>Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Recreation and Open Space Capital Improvement Element Update are: general revenues, impact fees, proceeds from bonds backed by general revenues, and various grants/contributions/donations. An initial endowment fund towards long-term Natural Lands management costs has also been established. As master plans for preservation and passive use of Natural Lands sites are developed over the coming years, these properties will begin to be counted towards meeting the County's park acreage level of service standards. Bond proceeds for trails will be leveraged with various grants, State/Federal reimbursements, and local operating budget activities to advance implementation of the full referendum-based program over the coming decade.</p>





Vision 2020 Comprehensive Plan Seminole County, Florida

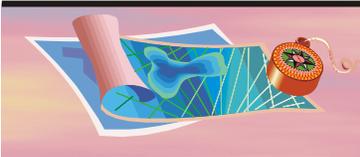
Capacity/Improvements Summary

Recreation and Open Space

Year	Total Park Acreage	Developed Park Acreage
<u>CURRENT</u>		
2006 Available	2,963	963
2006 Demand*	<u>1,550</u>	<u>775</u>
Surplus (Deficiency)	1,413	188
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>		
Natural Lands and Parks	0	0
<u>FIFTH YEAR</u>		
2012 Available	2,963	963
2012 Demand*	<u>1,771</u>	<u>885</u>
Surplus (Deficiency)	1192	78
<u>FUTURE</u>		
2025 Needed*	1802	901
* Based on Adopted Standard of:	3.6 acres/1,000	1.8 acres/1,000

Note: The trail system is not counted towards park acreage.



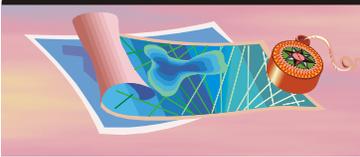


Vision 2020 Comprehensive Plan Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00118305	Natural Lands	2,163,646	-	-	-	-
00187702	Cross Seminole Trail - Gardena to Layer	352,732	-	-	-	-
00187704	Seminole Wekiva Trail at SR 434 - Pedestrian Underpass	5,341,117	-	-	-	-
00187711	Winter Miles Trailhead at Shane Kelly Park	335,000	-	-	-	-
00187713	Cross Seminole Trail - Milker to Red Bug Lake	1,154,000	-	-	-	-
00187714	Cross Seminole Trail - Red Bug Lake to Franklin	1,314,511	-	-	-	-
00187753	Cross Seminole Trail - Greenway to Layer - Inner	4,567,045	-	-	-	-
00187757	Big Tree Park Trailhead	118,204	-	-	-	-
00207301	Fallen Officer Memorial	300,000	-	-	-	-
00229201	I-4 Pedestrian Bridge - Lighting	230,936	-	-	-	-
00229202	US 17-92 at General Hutchison Pkwy - Pedestrian Overpas	629,454	-	-	-	-
00229203	Cross Seminole Trail - Osprey Trail Railroad Crossing	6,621	-	-	-	-
00231601	Soldiers Creek Baseball Improvements	56,903	-	-	-	-
00234601	Jetta Point Park	9,780,330	-	-	-	-
80000008	Jetta Point Park Grant	200,000	-	-	-	-
81056415	Roseland Park Playground	49,698	-	-	-	-
	Totals	26,600,197	-	-	-	-





Vision 2020 Comprehensive Plan Seminole County, Florida

Facility Program - Solid Waste

Summary of Policies, Programs and Capital Improvements with Cost Impacts Solid Waste

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012

The Solid Waste Management Division's planned capital improvement costs are related to work intended to maintain the solid waste management system and delivery of the level of service adopted in the Comprehensive Plan. Planned expenditures include replacement and upgrades of existing systems (e.g., pumping systems, tipping floor surfaces, etc.) and renewal of operating permits (including the Central Transfer Station's FDEP operating permit). No major expansions of the solid waste management system are planned.

NOTE: The level of service (LOS) for solid waste was changed to a per capita per day rate in place of the former per capita and employee breakdown. Sufficient capacity is available that the more detail calculation is not necessary to assure continued capacity to meet demand.

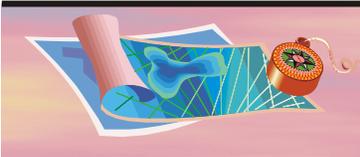
Total 5 Year Cost	\$ 9,029,416
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Potential Additional Cost Impacts During/Beyond the Five Year Planning Period

Potential changes in grants legislation and EPA/FDEP regulatory requirements may alter future implementation and cost of various solid waste programs. Changes in FDEP rules and regulations concerning the operation of slurry-walled landfills could require the need for future landfill construction. No changes in these regulations are anticipated at this time.

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Solid Waste Capital Improvement Element Update are: rates and charges collected from Solid Waste system customers, proceeds from bond issues backed by revenues of the system and various grant opportunities. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.





Vision 2020 Comprehensive Plan Seminole County, Florida

Capacity/Improvements Summary

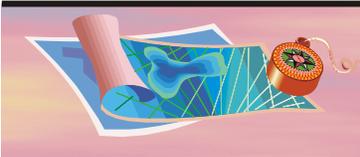
Solid Waste

Year	Osceola Rd Landfill	Central Transfer Station
	(tons)	(avg daily tons)
<u>CURRENT</u>		
2006 Available	23,900,000	1,900
2006 Demand (Class 1 Disposal)*	320,000	900
Capacity Remaining (Deficient)	23,580,000	1,000
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>		
Proposed new capacity	0	0
<u>FIFTH YEAR OF CIE</u>		
2012 Available	21,867,418	1,900
2012 Demand *	374,205	1,052
Capacity Remaining (Deficient)	21,493,213	848
<u>FUTURE</u>		
2025 Capacity Remaining (Deficient)	16,577,841	519

Solid Waste Facilities Levels of Service (Landfill disposal rate; does not include recycled tonnage)	Osceola Rd Landfill	Central Transfer Station
Measure	per Capita (lbs/day)	per Capita (lbs/day)
Adopted LOS for 2006 - 2012	4.2	4.3

* Projection of demand based on current Level of Services. LOS to be reviewed/revised at next EAR.
(facility program - solid waste.xls)



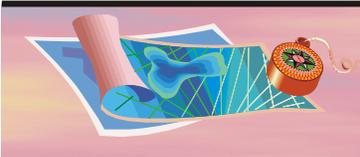


Vision 2020 Comprehensive Plan Seminole County, Florida

Five Year Capital Schedule of Improvements

Proj #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00137801	Citizens' Service Area at Central Transfer Station	2,619,541	-	-	-	-
00160801	Landfill Roadways Repairs	235,990	676,000	-	-	-
00201901	Tipping Floor Resurfacing	350,000	350,000	-	1,084,000	-
00244501	Landfill Scalehouse	774,649	-	-	-	-
00244601	Landfill Gas System Expansion	551,384	-	250,000	250,000	250,000
00244801	Landfill Title Five Air Permit Renewal	20,600	-	-	-	-
00244901	Landfill Household Hazardous Waste Pole-Barn	153,134	-	-	-	-
00245101	Landfill Solid Waste Operating Permit - Renewal	37,118	100,000	-	-	-
00281201	Landfill Yard Waste Area Rehabilitation	-	627,000	-	-	-
00281301	Landfill Scrap Metal Area- Storage Pad Addition	350,000	-	-	-	-
00281401	Central Transfer Station-Hoppers Rehabilitation	350,000	-	-	-	-
Totals		5,442,416	1,753,000	250,000	1,334,000	250,000





Vision 2020 Comprehensive Plan Seminole County, Florida

Facility Program - Transportation: Mass Transit

Summary of Policies, Programs and Capital Improvements with Cost Impacts Transportation - Mass Transit

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012

Funding for LYNX bus route service, Regional Transportation Agency membership and the Americans with Disabilities Act paratransit service. The bus routes are #1, #23, #34, #39, #41, #45, #46 and #47. Additional monies are shown funding of the commuter rail and bus shelter construction.

Total 5 Year Cost \$ 71,222,080

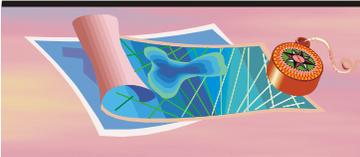
Potential Additional Cost Impacts During/Beyond The Five Year Planning Period

The County applied for and has been award a matching FDOT Service Development Grant to start a new SR 434 route. A decision as to the County's ability to fund this opportunity will be made in 2008.

Available Funding Options – Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Mass Transit Capital Improvement Element Update are: general revenues, locally levied infrastructure sales tax, gas taxes, proceeds from bond issues backed by general revenues or specified revenues, contributions from local benefiting agencies and various grant opportunities. The City of Oviedo has continued to provide funds relative to service received in its area.

(Facility program-Transp Mass Transit.xls)





Vision 2020 Comprehensive Plan Seminole County, Florida

Capacity/Improvements Summary

Transit

Year	Revenue Miles/Capita Transit Service Area
<u>CURRENT</u>	
2005 Available	868,787
2006 Demand*	<u>413,347</u>
Surplus (Deficiency)	455,440
<u>SCHEDULED FIVE YEAR IMPROVEMENTS</u>	
None at this time	0
<u>FIFTH YEAR</u>	
2012 Available	868,787
Demand*	<u>466,444</u>
Surplus (Deficiency)	402,343
<u>FUTURE</u>	
2025 Needed*	472,163

* Based on Standard of : 1.03 Revenue Miles/Capita.

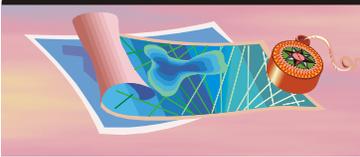


Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00015301	LYNX Bus and Paratransit Service	\$ 4,389,805	\$ 4,521,499	\$ 4,657,144	\$ 4,796,858	\$ 4,940,764
00110203	Developers Commitment Bus Shelters	\$ 169,009	-	-	-	-
00251401	Rail Related Transit	\$47,747,000	-	-	-	-
	Totals	\$52,305,814	\$ 4,521,499	\$ 4,657,144	\$ 4,796,858	\$ 4,940,764

(Facility Program - Transp Mass Transit.xls)





Vision 2020 Comprehensive Plan Seminole County, Florida

Facility Program - Transportation: Roads

Summary of Policies, Programs and Capital Improvements with Cost Impacts Transportation - Roads

Scheduled Program and Cost Impacts for Fiscal Years 10/1/2007 - 9/30/2012

Costs include funding for:

- State Road Network Improvements
- County Road Network Improvements and joint projects with the Cities
- Traffic Management Improvements
- Sidewalk Programs
- Pedestrian Overpasses

Note: The following projects, contained in the list of CIE projects for Transportation, are proposed to utilize Transportation Regional Incentive Program (TRIP) funding:

- 00205202 SR 426 / CR 419 Oviedo Cost Shared (TRIPS)
- 00205302 SR 434 - Montgomery Rd to I-4 (TRIPS)
- 00205303 SR 434 - I-4 to Rangeline Rd (TRIPS)
- 00205304 SR 434 - Rangeline Rd to CR 427 (TRIPS)

Total 5 Year Cost | **\$402,392,094**

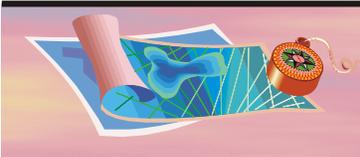
Potential Additional Cost Impacts During/Beyond Five Year Planning Period

The September, 2001 referendum renewal of the local option sales tax has enabled programming of specific projects to provide a wide variety of transportation improvements, including previously identified needs on the State Road system. Evolving needs still not fully addressed, however, include major road network improvements in the vicinity of key economic drivers in Seminole County. An example of such a need relating to the Orlando-Sanford Airport is the widening of SR 46 from Sanford Avenue west to SR 415, and the widening of SR 415 which are not fully funded through construction.

Available Funding Options - Major revenue sources available to the Board of County Commissioners (either existing or available without voter approval) to fund all or portions of the Road Capital Improvement Element Update are: general revenues, special district ad valorem assessments, locally levied infrastructure sales tax, gas taxes, impact fees, proceeds from bond issues backed by general revenues or specified revenues, contributions from local benefiting agencies and various grant opportunities. The revenue capacities associated with each of the above major revenues provide sufficient funding to enable full implementation of the five year schedule of improvements identified as part of the CIE Update.

TRIPS Projects - The projects are adopted into the CIE to ensure consistency between the County's Comprehensive Plan and the plans of FDOT.





Vision 2020 Comprehensive Plan Seminole County, Florida

Capacity Evaluation Summary: County Roads

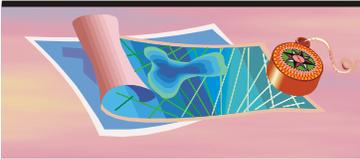
County Roads	From-To	Note	Adopted LOS Standard	2006 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
Airport Boulevard	SR 46 to Mc Cracken Road	1	E			
Airport Boulevard	Mc Cracken Road to CR 46A	1	E			
Airport Boulevard	CR 46A to Old Lake Mary Road	1	E		Yes	
Airport Boulevard	Old Lake Mary Road to US 17-92	1	E		Yes	
Bunnell Road	Eden Park Road to West Town Parkway	1	E			
Chapman Road	SR 426 to Oak Circle	1	E		Yes	
Chapman Road	Oak Circle to SR 434	1	E		Yes	
CR 15 (Monroe Rd)	SR 46 to US 17-92	1	E			
CR 431 (Orange Blvd.)	CR46A to SR 46	1	E			
CR 419	SR 434 to Lockwood Boulevard	1	E		Yes	
CR 419	Lockwood Boulevard to 2nd Street	4	D		Yes	
CR 419	Orange County Line to Chuluota Bypass	1	D			
CR 46A	Country Club Road to Airport Boulevard	1	E	Yes	Yes	
CR 46A	Airport Boulevard to Old Lake Mary Road	1	E		Yes	
Dean Road	SR 426 to County Line	1	E			
Douglas Avenue	Citrus Street to SR 436	4	E		Yes	Yes
Eden Park Road	Bunnell Road to Orange County Line	1	E			
Lake Drive	Seminola Boulevard to Tuskawilla Road	1	E		Yes	
Lake Emma Road	Sand Pond Road to Greenway Boulevard	1	E		Yes	
Lake Emma Road	Greenway Boulevard to Longwood Hills Road	1	E		Yes	
Lake Mary Boulevard	Rinehart Road to Country Club Road	4, 5	E	Yes	Yes	
E. Lake Mary Blvd	Ohio Ave. to SR 415	3	E			
Markham Woods Rd.	EE Williamson Road to Lake Mary Blvd.	1	E+20%			
Palm Springs Rd.	North St. to Central Parkway	2	E+20%	Yes	Yes	Yes
Sand Lake Road	SR 434 to W. Lake Brantley Road (E)	1	E			
Sand Lake Road	W. Lake Brantley (E) to Hunt Club Boulevard	1	E			
Wekiva Springs	Fox Valley Road to Hunt Club Boulevard	4	D	Yes	Yes	
Wymore Road	SR 436 to Westmonte Drive	1	E			
Wymore Road	Westmonte Drive to Spring Lake Hills Drive	1	E		Yes	Yes
Wymore Road	Spring Lake Hills Drive to Lake Destiny Road	1	E			
Wymore Road	Lake Destiny Road to Orange County Line	1	E			

- (1) Additional lanes or other improvements programmed in 2007 CIE.
 (2) Policy Constrained
 (3) New Roadway Construction.
 (4) Monitor Traffic Conditions.
 (5) There is a feasibility study to look at the possibility of widening to 6 lanes included in the CIE.

Note: This summary presents only those existing, classified County roadways that have:

- 1) a current deficiency, 2) a five-year deficiency, or 3) improvement activity in the CIE.



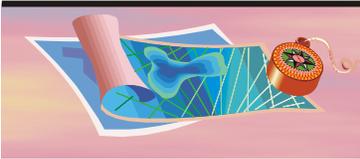


Vision 2020 Comprehensive Plan Seminole County, Florida

Capacity Evaluation Summary: State Roads

State Roads	From-to	Note	Adopted LOS Standard	2006 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
Interstate 4	Orange County Line to SR 436	3	D	Yes	Yes	Yes
Interstate 4	SR 436 to SR 434	3	D	Yes	Yes	
Interstate 4	SR 434 to Lake Mary Boulevard	3	D	Yes	Yes	
Interstate 4	Lake Mary Boulevard to SR 46	3	D	Yes	Yes	
Interstate 4	SR 46 to Volusia County Line	3	D	Yes	Yes	
SR 417	Orange County Line to Aloma Avenue	3	D			
SR 417	Aloma Avenue to Red Bug Lake Road	3	D			
SR 417	Red Bug Lake Road to SR 434	3	D		Yes	
SR 415	SR 46 to Volusia County Line	1	E		Yes	
SR 419	SR 434 to US 17-92	3	E	Yes	Yes	
SR 426	Mitchell Hammock Road to Winter Springs Blvd.	1	E	Yes	Yes	
SR 426	Winter Springs Boulevard to Pine Avenue	1	E	Yes	Yes	
SR 426	Pine Avenue to SR 434	1	E	Yes	Yes	
SR 434	Mitchell Hammock Road to SR 426-CR 419	3	D	Yes	Yes	
SR 434	SR 426-CR419 to DeLeon Street	3	D	Yes	Yes	
SR 434	DeLeon Street to SR 417	3	D	Yes	Yes	
SR 434	CR 427 to Rangeline Road	1	D	Yes	Yes	
SR 434	Rangeline Road to Palm Springs Drive	1&4	D	Yes	Yes	
SR 434	Palm Springs Drive to Raymond Avenue	1&4	D	Yes	Yes	
SR 434	Raymond Avenue to I-4	1&4	D	Yes	Yes	Yes
SR 434	I-4 to Douglas Avenue	1&4	D	Yes	Yes	Yes
SR 434	Douglas Avenue to Wekiva Springs Road	1&4	D	Yes	Yes	
SR 434	Wekiva Springs Road to Sand Lake Road	3	D	Yes	Yes	
SR 434	Sand Lake Road to SR 436	3	D	Yes	Yes	
SR 434	SR 436 to County Line	1	D	Yes	Yes	
SR 436	Orange County Line to Howell Branch Road	3	D	Yes	Yes	
SR 436	Howell Branch Road to Red Bug Lake Road	3	D	Yes	Yes	
SR 436	Red Bug Lake Road to US 17-92	3	D	Yes	Yes	
SR 436	US 17-92 to CR 427 (Longwood Avenue)	3	D	Yes	Yes	
SR 436	CR 427 (Longwood) to CR 427 (Maitland)	3	D	Yes	Yes	
SR 436	CR 427 (Maitland) to Palm Springs Drive	3	E		Yes	
SR 436	Palm Springs Drive to Northlake Boulevard	3	E		Yes	
SR 436	Northlake Boulevard to I-4 East Ramp	3	E		Yes	
SR 436	I-4 East Ramp to Wymore-Douglas	3	E		Yes	
SR 436	Wymore-Douglas to Lynchfield Avenue	3	E	Yes	Yes	
SR 436	Lynchfield Avenue to SR 434	3	D	Yes	Yes	
SR 436	SR 434 to Bear Lake Road	3	D	Yes	Yes	





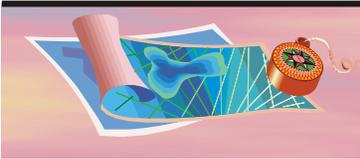
Vision 2020 Comprehensive Plan Seminole County, Florida

State Roads	From-to	Note	Adopted LOS Standard	2006 Existing Deficiency	Projected Deficiency if no Improvement	Projected Deficiency with Improvement
SR 436	Bear Lake Road to Hunt Club Boulevard	3	D	Yes	Yes	
SR 436	Hunt Club Boulevard to Orange County Line	3	D	Yes	Yes	
SR 46	Mellonville Avenue to Beardall Avenue	1	E	Yes	Yes	
SR 46	Beardall Avenue to SR 415	1	D		Yes	
SR 46	SR 415 to Osceola Rd.	3	C		Yes	
SR 46	Lake County to CR 431	3	D	Yes	Yes	
US 17-92	Orange County Line to Lake of the Woods	1	D	Yes	Yes	Yes
US 17-92	Lake of the Wood to SR 436	3	D	Yes	Yes	
US 17-92	SR 436 to Triplet Lake Drive	3	D	Yes	Yes	
US 17-92	Triplet Lake Drive to Seminola-Dogtrack	3	D		Yes	
US 17-92	Seminola-Dogtrack to SR 434	3	D		Yes	
US 17-92	SR 434 to CR 427-SR 419	1	D	Yes	Yes	
US 17-92	CR 427-SR 419 to CR 427	1	D	Yes	Yes	Yes
US 17-92	CR 427 to County Home Road	1	D		Yes	
US 17-92	County Home Road to Lake Mary Boulevard	1	D		Yes	
US 17-92	Lake Mary Boulevard to Airport Boulevard	3	D			
US 17-92	CR 46A to SR 46	3	D		Yes	
US 17-92	Seminole Blvd. to Oak Drive	3	D	Yes	Yes	
US 17-92	Oak Drive to CR 15	3	D	Yes	Yes	
US 441/OBT	Orange County to Orange County	3	D			

- (1) Additional lanes or other improvements programmed as listed in the FDOT workprogram.
- (2) Policy Constrained/all or part in County's adopted Transportation Element.
- (3) Monitor traffic operating conditions.
- (4) Advance funded by Seminole County one cent sales tax monies. Construction funded in 2008/09 & 2009/10.

Note: This summary presents only those existing, classified roadways in the County which have: either a current or five-year deficiency; or improvement activity in the FDOT 5 Year Work program or the County's CIE. The evaluations of projected traffic operating conditions on State roads made for the 2000 Update have reinforced the need for continued monitoring and development of multimodal transportation strategies to address levels of service on State roads. The increasingly limited availability of capacity on State roads to accommodate new or expanded land development activities is threatening the County's ability to achieve important Federal, State and County goals, objectives and policies. Even with the use of travel time and delay studies, peak hour evaluations and other more rigorous techniques, available capacity is rapidly becoming depleted on significant portions of I-4, US 17-92, SR 434, and SR 436. Also, shorter segments of SR 46 and SR 426 are becoming capacity deficient. Many of these deficient State Roadway segments are policy constrained to 6 lanes in the County's comprehensive plan. For the remainder, the FDOT has not programmed construction of additional lanes in the first three years of the adopted 5-year Work Program. The lack of available capacity on State roads and the failure to program needed capacity improvements is creating a critical problem for the County. The extent of these projected roadway capacity deficiencies requires the County to begin specific development and implementation of the multimodal strategies first presented in the 1991 Comprehensive Plan. These strategies have been further refined in this update to the Comprehensive Plan and additional policies and implementing devices have been identified. In part, implementation of these strategies will be through a series of special areas studies and designation of special transportation areas as appropriate. In addition, the County has worked extensively with FDOT to advance fund projects through the County's second generation one cent sales tax. This has resulted in the County advance funding the six laning of SR 434 from Montgomery Rd./Wekiva Springs Rd to Rangeline Rd.



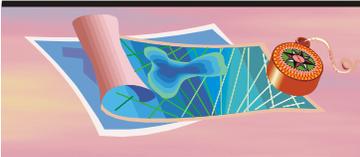


Vision 2020 Comprehensive Plan Seminole County, Florida

Five Year Capital Schedule of Improvements

Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00005801	CR 15 (Monroe Rd) - SR 46 to US 17-92	14,862,953	-	-	-	-
00006102	Airport Blvd II & III - US 17-92 to SR 46 (Construction)	633,227	-	-	-	-
00006202	Bunnell Rd/Eden Park Ave (Construction)	17,132,000	-	-	-	-
00006301	Chapman Rd - SR 426 to SR 434	6,165,560	-	-	16,000,000	-
00010701	E Lake Mary Blvd IIB - Ohio Ave to SR 415	2,013,227	-	-	-	-
00011401	CR 46A III - CR 15 to Old Lake Mary Rd	613,873	-	-	-	-
00012401	Lake Dr - Seminola Blvd to Tuskawilla Rd	497,673	-	-	-	-
00012403	Lake Dr - Seminola Blvd to Tuskawilla Rd (SNOCWTR)	14,448	-	-	-	-
00013701	Sand Lake Rd - Hunt Club Blvd to SR 434	-	-	2,000,000	-	-
00014601	Wymore Rd - Orange County Line to SR 436	53,191	-	2,000,000	-	-
00024202	Howell Branch Rd - Lake Howell Rd to SR 436 - Landscapi	200,000	-	-	-	-
00054101	Lake Emma Rd - Sand Pond Rd to Longwood Hills Rd	3,775,327	12,565,494	-	-	-
00137101	Asphalt Surface Maintenance Program	4,050,000	4,300,000	5,051,520	5,301,570	5,801,508
00187718	Riverwalk Trail - County Road 15 to French Avenue	2,000,000	-	-	-	-
00191617	Minor Roads Program - Future Years	-	-	2,500,000	2,500,000	2,500,000
00191620	Minor Road Program - GECs	220,000	220,000	250,000	250,000	250,000
00191622	Beardall Ave	501,610	-	-	-	-
00191636	CR 431 (Orange Blvd) - CR 46A to SR 46	4,877,423	-	-	-	-
00191640	Country Club Rd - Rantoul Ln to CR 46A	1,702,270	-	-	-	-
00191642	SR 436 at Maitland Ave - Intersection Improvement	591,992	-	-	-	-
00191646	SR 426 - Tuskawilla Rd to SR 417	2,316,226	-	-	-	-
00191648	SR 436 at Howell Branch Rd - Intersection Improvement	133,710	-	-	-	-
00191649	SR 436 at Hunt Club Blvd - Intersection Improvement	583,637	-	-	-	-
00191650	CR 46A and US 17-92 - Intersection Improvement	580,113	-	-	-	-
00191651	Upsala Road - 90 Degree Curve	605,637	-	-	-	-
00191652	CR 426 Safety Improvements	1,700,000	-	-	6,000,000	-
00191654	Jacobs Trail	400,000	-	-	-	-
00191655	Howell Creek Dam at Lake Howell Road	-	350,000	-	700,000	-
00191656	Longwood - Lake Mary Road	125,000	175,000	750,000	-	-
00191657	Snowhill Road Drainage Improvement	-	175,000	150,000	1,500,000	-
00191658	CR-15/Upsala Road Drainage Improvements	-	300,000	-	2,000,000	-
00191659	County Road 46A at Colonial Parkway Intersection Improv	75,000	550,000	-	-	-
00191660	CR 46A at International Parkway Intersection Improvement	75,000	800,000	-	-	-
00191661	CR 46A & I-4 Eastbound Ramp Intersection Improvement	75,000	550,000	-	-	-
00191662	County Road 427 at State Road 436 Intersection Improver	-	75,000	550,000	-	-
00191663	Future Projects Preliminary Engineering Evaluations	-	75,000	-	100,000	-
00191664	Howell Branch Road and SR 426 Intersection Improvemen	-	75,000	550,000	-	-
00191665	Lake Mary Blvd at College Drive Intersection Improvement	-	75,000	550,000	-	-
00191666	Lake Mary Boulevard at US 17-92 Intersection Improveme	75,000	550,000	-	-	-
00191667	Lake Mary Boulevard Feasibility Study	100,000	-	-	-	-
00191668	McCulloch Road	-	100,000	-	-	-

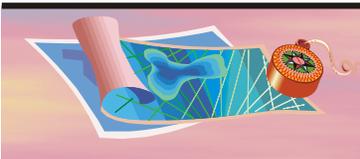




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Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00192001	Markham Woods Road	104,750	-	-	-	-
00192006	Collector Roads Program - GECs	220,000	220,000	250,000	250,000	250,000
00192007	Wekiva Springs Rd Intersection Improvements	684,355	-	-	-	-
00192008	Wekiva Springs Road - Fox Valley Drive to County Line	2,183,439	-	-	-	-
00192014	Bear Lake Rd - Orange County Line to SR 436	2,328,654	-	-	-	-
00192015	Markham Woods Rd (E Williamson to Lake Mary)	135,336	3,150,000	-	-	-
00192401	Lake Mary Elementary School Pedestrian Overpass	100,000	-	-	-	-
00192509	Dike Road (Sidewalk)	184,981	850,000	-	-	-
00192514	County Sidewalk Program - Future Years	-	-	2,500,000	2,500,000	2,500,000
00192531	Greenway Blvd (Sidewalk)	350,000	-	-	-	-
00192549	Pearl Lake Causeway (Sidewalk)	13,727	-	-	-	-
00192550	County Road 419 Sidewalk	250,000	-	-	-	-
00192552	CR 415 (Sidewalk)	378,000	-	-	-	-
00192554	Longwood Hills (Sidewalk)	315,000	-	-	-	-
00192556	Raymond Ave (Sidewalk)	149,000	-	-	-	-
00192557	Gabriella Lane (Sidewalk)	50,000	-	-	-	-
00192558	Eastbrook Blvd (Sidewalk)	25,000	-	-	-	-
00192560	Greenwood (Sidewalk)	411,047	-	-	-	-
00192564	North Line Dr Sidewalk	400,000	-	-	-	-
00192572	Park Drive Sidewalk	100,000	-	-	-	-
00192573	CR 427 Sidewalk (Longwood Lake Mary Rd to Church St.)	630,000	-	-	-	-
00192574	Summerline Avenue Sidewalk	364,145	-	-	-	-
00192581	CR 419 @ Econlockhatchee Bridge Pedestrian Safety	43,092	-	-	-	-
00192582	West 27th Street Sidewalk	425,000	-	-	-	-
00192583	Airport Boulevard Sidewalk	195,000	600,000	-	-	-
00192584	County Road 46A Sidewalk	375,000	-	-	-	-
00192585	County Road 419 Sidewalk	50,000	-	-	-	-
00192586	Eagle Circle Missing Gaps Sidewalk	95,000	850,000	-	-	-
00192588	Geneva Area Sidewalk	145,000	700,000	-	-	-
00192590	Jackson Street Sidewalk	235,000	-	-	-	-
00192591	Markham Road Sidewalk	150,000	-	-	-	-
00192592	Midway Elementary School Area Sidewalk	95,000	500,000	-	-	-
00192593	Ronald Reagan Boulevard (CR 427) Sidewalk	550,000	-	-	-	-
00192594	Snow Hill Road Sidewalk	174,186	-	-	-	-
00192595	Stefanik Road and Moyeses Road Sidewalk	275,000	-	-	-	-
00192596	Upsala Road Sidewalk	125,000	600,000	-	-	-
00192597	Sidewalk Truncated Domes Retrofit	217,000	-	-	-	-
00192598	Oviedo - CR 419 at Reed Ave - Sidewalk	93,990	-	-	-	-
00192599	East Hillcrest Street / Alpine Street Sidewalk	50,000	-	437,262	-	-
00196901	Red Bug Pedestrian Overpass at Elementary School	3,966,117	-	-	-	-
00197001	US 17-92 Sanford Lakefront Project	2,900,000	-	-	-	-
00198101	Dean Road - SR 426 to Orange County Line	-	980,000	-	4,000,000	7,500,000

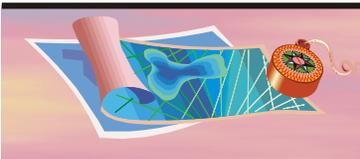




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Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00198102	CR 419 Widening Lanes	1,400,000	-	5,000,000	15,000,000	-
00202317	Plumosa Avenue Rail Road Crossing	155,082	-	-	-	-
00202318	Future Safety 2001 Sales Tax Projects	-	-	400,000	400,000	400,000
00202340	Howell Branch Road Detectable Warnings	-	44,000	-	-	-
00202342	Lake Mary Blvd Railroad Crossing Construction	-	230,000	-	-	-
00202343	Lake Mary Boulevard Rail Road Crossing Design (Dist 4)	40,000	-	-	-	-
00202344	Lockwood Boulevard Detectable Warnings	-	53,000	-	-	-
00202345	Maitland Avenue Detectable Warnings	-	35,000	-	-	-
00202346	McCulloch Road Detectable Warnings	-	23,000	-	-	-
00202347	Merritt Street Rail Road Crossing Design	-	20,000	-	-	-
00202348	Red Bug Lake Road Detectable Warnings	-	190,000	-	-	-
00202349	Southwest Road Railroad Crossing Design and Constructior	150,000	-	-	-	-
00202350	Sunland Subdivision Rehabilitation Program	-	50,000	-	-	-
00202351	Tuskawilla Road Detectable Warnings	40,000	-	-	-	-
00202352	Dodd Road Detectable Warnings	-	41,000	-	-	-
00205202	SR 426 / CR 419 Oviedo Cost Shared (TRIPS)	5,811,518	-	-	-	-
00205204	Altamonte Pedestrian Overpass (County / City Shared Cost)	2,000,000	-	-	-	-
00205301	Future Years State Road System	220,000	220,000	250,000	250,000	250,000
00205302	SR 434 - Montgomery Rd to I-4 (TRIPS)	140,854	11,620,000	-	-	-
00205303	SR 434 - I-4 to Range Line Rd (TRIPS)	8,679,354	17,000,000	15,000,000	-	-
00205304	SR 434 - Rangeline Rd to CR 427 (TRIPS)	600,000	1,400,000	-	13,000,000	-
00205401	Lake Mary Pedestrian Overpass at Rhinehart Road	113,037	-	-	-	-
00205501	Future Traffic Signals and Signal Systems	-	-	720,000	800,000	800,000
00205526	Bear Lake at Bunnell Mast Arms	-	180,000	-	-	-
00205527	County Road 46A at Ridgewood Mast Arms	180,000	-	-	-	-
00205528	Hunt Club at East Wekiva Trail Mast Arms	-	160,000	-	-	-
00205530	Palm Springs at North Mast Arms	-	180,000	-	-	-
00205531	Seminola at Button Mast Arms	-	80,000	-	-	-
00205532	Seminola at Winterpark Mast Arms	-	-	80,000	-	-
00205533	US 17/92 at Seminola / Dog Track Mast Arms	210,000	-	-	-	-
00205534	US 17/92 at Button Mast Arms	190,000	-	-	-	-
00205535	Oxford at Lake of the Woods Mast Arms	-	180,000	-	-	-
00205536	Wymore Road and Oranole Mast Arm	110,000	-	-	-	-
00205537	S Sanford Ave at Lake Mary Blvd Mast Arms	340,000	-	-	-	-
00205538	US 17-92 at Laura Street - Mast Arm	80,000	-	-	-	-
00205601	Communication Network Future Projects	-	-	240,000	240,000	240,000
00205614	CR 427 Fiber Optic Construction	-	90,000	-	-	-
00205617	SR 46 New Fiber Optic Construction	-	50,000	-	-	-
00205618	State Road 434 at Manor Fiber Optic Upgrade	70,000	-	-	-	-
00205619	State Road 434 Fiber Optic Upgrade	70,000	-	-	-	-
00205701	Future ATM Projects	-	-	600,000	600,000	600,000
00205727	Ethernet Controller Conversion	150,000	-	-	-	-

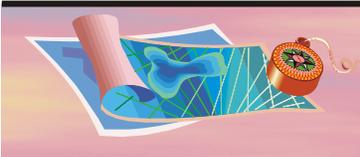




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Project #	Project Title	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012
00205728	Ethernet Controller Conversion	-	100,000	-	-	-
00205731	Isolated Intersection Communications	150,000	-	-	-	-
00205732	Video Wall Controller Upgrade	150,000	-	-	-	-
00205733	Transponder Reader Stations	-	150,000	-	-	-
00205734	Video Wall Display Upgrade	-	200,000	-	-	-
00206201	Dyson Drive School Safety Sidewalk	385,001	-	-	-	-
00206204	Safety / Sidewalk Program	220,000	220,000	250,000	250,000	250,000
00226301	SR 436 at Red Bug Lake Rd Interchange	14,089,502	16,300,000	30,000,000	8,000,000	-
00226501	US 17-92 - Orange County Line to Lake of the Woods Blvc	1,038,481	-	-	-	-
00227012	Arterial / Collector Roads Pavement Rehabilitation	-	1,715,000	2,100,000	2,250,000	2,400,000
00227017	South West Road - Country Club to Roosevelt	95,700	-	-	-	-
00227024	Snow Hill Road - 2640 Ft from Ave H to pavement change	148,616	-	-	-	-
00227026	Beardall Ave from SR 46 to Marquette Ave	214,200	-	-	-	-
00227032	County Road 15 (Country Club Road) Pavement Rehabilita	850,000	-	-	-	-
00227036	Orange Boulevard (SR 46 to Oregon St) Pavement Rehab	650,000	-	-	-	-
00227037	Lake Howell Lane to SR 436 Pavement Rehab	410,000	-	-	-	-
00227038	Wekiva Springs Rd (County Line to Hunt Club) Pavement F	410,000	-	-	-	-
00227039	Old Lake Mary Rd (Palmetto to Airport Blvd) Pavement Rel	-	335,000	-	-	-
00229204	Aloma Ave at Red Bug Lake Rd - Pedestrian Overpass	4,074,709	-	-	-	-
00229205	Lake Mary Blvd at International Pkwy - Pedestrian Crossing	5,162,500	-	-	-	-
00247601	Supplimental Roads - Group I	198,310	-	-	-	-
00247602	Supplimental Roads - Group II	300,000	500,000	2,100,000	-	-
00247703	28th St From Park Ave To Oak Ave	37,000	-	-	-	-
00247705	Orange St - Howard Ave to House 2290	56,000	-	-	-	-
00247706	Magnolia Ave - 27th St to South To - Pavement	129,900	-	-	-	-
00255801	SR 46 Gateway Sidewalk - Hickman Dr to Airport Blvd / JPI	400,000	3,128,000	-	-	-
00261501	Red Bug Lake Road Median Refurbishment (East of Tuskaw	-	75,000	-	-	-
00261502	Tuskawilla Road Median Refurbishment (South of Red Bug	200,000	-	-	-	-
00261503	Howell Branch Road Median Refurbishment	300,000	-	-	-	-
00261504	County Road 427 Median Refurbishment (South of US 17-	200,000	-	-	-	-
00275601	Fernwood Blvd. Pedestrian Crossing	210,060	-	-	-	-
80000005	State Road 426 / County Road 419 (Oviedo LAP)	1,410,000	-	-	-	-
	Totals	138,525,740	83,954,494	74,278,782	81,891,570	23,741,508



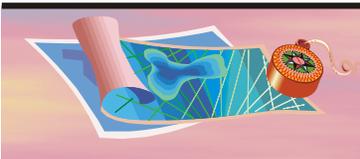


Vision 2020 Comprehensive Plan Seminole County, Florida

METROPLAN ORLANDO/FDOT FIVE YEAR TRANSPORTATION IMPROVEMENT PLAN
Federal and State Funded Highway Projects - Seminole County
Five Year Transportation Improvement Program - FY 2007/2008 - 2011/2012

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 46 - 2401631	Bridge over St. Johns River		1.68	Replace Low Level Bridge	139					BNBR	PE
					150					BRP	PE
					10					DIH	PE
					792					BNBR	ROW
					7					DIH	ROW
					273					BRAC	DSB
					5,266					BRAC	DSB
					41,460					BRP	DSB
					8,842					EBBP	DSB
SR 434 - 2401662	Tuskawilla Rd.	Tuscora Dr.	0.18	Drainage Improvements	22					DIH	CST
SR 434/Alafaya Tr. - 2401671	McCulloch Rd.	W of Mitchell Hammock Rd.	3.22	Widen to 6 Lanes	1					DIH	ROW
					219					DS	ROW
					1,398					SA	ROW
					1,198					LF	RRU
					50					DS	CST
					10					MG	CST
SR 426/Aloma Ave. - 2401741	SR 417	Mitchell Hammock Rd.	3.30	Widen to 4 Lanes	6					DIH	ROW
					1,060					DS	ROW
SR 15/600/US 17/92 - 2401961	Shepard Rd.	Lake Mary Blvd.	3.70	Widen to 6 Lanes	10					DIH	PD&E
					8					DIH	PE
					20					SU	PE
								350		XU	PE
									1,738	XU	ROW
					2,048					DDR	ENV
SR 46 - 2402001	Lake/Seminole Co. Line	Orange Blvd.	4.94	Project Development and Environment Study	281					ACSA	PD&E
					46					DIH	PD&E
SR 46 - 2402161	SR 15/600/US 17/92	E of SR 415	3.80	Project Development and Environment Study	6					DIH	PD&E
SR 46 - 2402162	Mellonville Ave.	SR 415	2.64	Widen to 4 Lanes	8					DIH	PE
					325					DDR	ENV

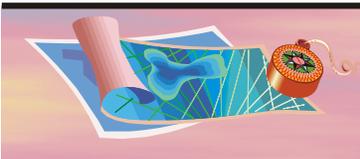




Vision 2020 Comprehensive Plan Seminole County, Florida

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 434 - 2402312	SR 414/Maitland Blvd.	Calabria Rd.	1.73	Widen to 6 Lanes	1					DS	RRU
					125					LF	RRU
					85					DIH	CST
					600					DS	CST
					3					LF	CST
					600					DS	INC
SR 434 - 2402332	Montgomery/Wekiva Springs Rd.	I-4	0.89	Widen to 6 Lanes	15					DIH	PE
					115	119				DIH	ROW
					616					LF	ROW
					2,224	4,991				LFP	ROW
					3,840	1,428				TRIP	ROW
					8,250					LFP	CST
SR 434 - 2402333	I-4	Rangeline Rd.	1.79	Widen to 6 Lanes	8					DIH	PE
					119	352				DIH	ROW
					12,778	22,978				LFP	ROW
					8,528					TRIP	ROW
Congestion Mitigation - 2402691	Regionwide			Projects to be Identified by	1,243					DDR	PE
				Congestion Management System	47	1,686	2,000	2,000	2,000	XU	CST
I-4 - 2425831	Orange/Seminole Co. Line	SR 434	3.28	Resurfacing	266					IM	DSB
I-4 - 2425922	Orange/Seminole Co. Line	0.25 mi. N of Central Pkwy.	2.50	Add 2 Special Use Lanes/	276					NHAC	PE
				Rehabilitate Pavement	155						NHAC
I-4 - 2425923	0.25 mi. N of Central Pkwy.	1.0 mi. N of SR 434	2.00	Add 2 Special Use Lanes/	125					NHAC	PE
				Rehabilitate Pavement							
I-4 - 2427022	at SR 15/600/US 17/92		0.69	Reconstruct Eastbound Exit Ramp	4					NH	PE
					1,323					BNIR	ROW
					16					DIH	ROW
					10					NHAC	RRU
					561					NHAC	CST
					650					EBNH	INC
SR 15/600/US 17/92 - 4044181	at SR 436		0.50	Grade Separated Interchange	1					DIH	PE
					29					SA	PE
					5,125					ACSU	ROW
					98				33	DIH	ROW
					1,094					SU	ROW
					600				10,460	XU	ROW
					13				DDR	ENV	

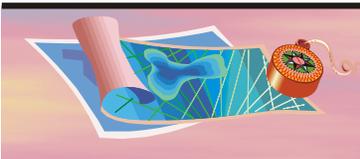




Vision 2020 Comprehensive Plan Seminole County, Florida

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 426 - 4045251	Mitchell Hammock Rd.	Pine Ave.	1.06	Widen to 4 Lanes	22					DIH	PE
					500					BNDS	ROW
					44					DIH	ROW
					123					DS	ROW
					151					DDR	RRU
					2,275					LF	RRU
					345					SU	RRU
					2,353					DDR	CST
					49					LF	CST
					253					SU	CST
						47			XU	CST	
					550					DDR	INC
SR 415 - 4073551	SR 46	Seminole/Volusia Co. Line	0.90	Widen to 4 Lanes	1					DIH	PE
					39	40	56			DIH	ROW
					1,170	3,250	4,165			DS	ROW
I-4 - 4075731	at SR 46		0.40	Minor Interchange Improvements	7					DIH	PE
					28				44	DIH	ROW
					15,585				19,618	DIS	ROW
I-4 Master Plan - 4084171	Seminole Co.		14.14	Advance Right-of-Way Acquisition	18					DIH	PE
					201					BNIR	ROW
					170			100		DIH	ROW
							12,564	9,888		DS	ROW
								32,548		GMR	ROW
			46,859						NHAC	ROW	
SR 15/600/US 17/92 - 4117421	Airport Blvd.	Seminole Blvd.	3.13	Resurfacing		140				DS	RRU
										DDR	CST
						5,216				DIH	CST
						32					
Seminole Co. Traffic - 4130197				Traffic Signals	232	240	247	254		DDR	OPS
Engineering - Cross Seminole Trail - 4137471	Red Bug Lake Rd.	Franklin St.		Construct Shared Use Path	2,000					ACSE	CST
Cross Seminole Trail - 4137481	Gardenia Ave.	Wade St.		Construct Shared Use Path	345					SE	Payback
SR 15/600/US 17/92 - 4147791	Orange/Seminole Co. Line	Lake-of-the-Woods Blvd.	1.04	Reconstruct from Rural to Urban	14					DIH	PE
					3,000					LFR	CST
					1,200	8,000	3,000			DDR	Payback
SR 426/CR 419 - 4150301	Pine Ave.	Lockwood Blvd.	3.00	Widen to 4 Lanes	1,422					HPP	PE

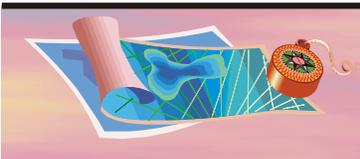




Vision 2020 Comprehensive Plan Seminole County, Florida

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 434 - 4150302	S of Smith St.	N of Oviedo Shopping Center	0.15	Preliminary Engineering		200				DIH	ROW
						7,094				LFP	ROW
						6,500				TRIP	ROW
								2,316		LFP	CST
SR 419 - 4154701	SR 434	SR 15/600/US 17/92	2.54	Skid Hazard Overlay	67					HSP	CST
SR 434 - 4155141	SR 436	W of Markham Woods Rd.	2.79	Resurfacing	13					DIH	CST
SR 46 - 4155201	W of Center Rd.	W of Mills Creek Rd.	5.15	Resurfacing	16					DIH	CST
SR 15/600/US 17/92 - 4155271	N of Lake Mary Blvd.	N of Airport Blvd.	1.07	Resurfacing	225					DIH	CST
SR 417 Extension - 4155871	I-4	International Pkwy.	0.10	New 4-Lane Expressway					170	DIH	CST
									20,508	DS	CST
SR 46 - 4159781	at River Oaks Cir. & Woodbridge Dr./Ave. C		0.32	Add Turn Lane(s)	5					DIH	CST
Cross Seminole Trail - 4166211	Mikler Rd.	Red Bug Lake Rd.		Construct Shared Use Path	138					DDRF	CST
					138					LFF	CST
					825					XU	CST
SR 46 - 4171781	E of SR 415	Seminole/Vol usia Co. Line	12.24	Resurfacing		57				DIH	CST
						6,162				DS	CST
Kewannee Trail - 4174611	Wilshire Blvd.	Brittany Ct.		Construct Shared Use Path		250				SE	PE
								1,000		SE	CST
SR 46 Gateway - 4174841	Rinehart Rd.	Airport Blvd.	2.20	Construct Sidewalk		1,750				XU	CST
Seminole Co. Traffic - 4176891				Traffic Control Devices			700	465	465	XU	CST
Signal System -											
SR 434 - 4190661	Rangeline Rd.	Grant Ave.	1.41	Safety Project	843					HSP	CST
SR 436 - 4192321	Orange/Seminol e Co. Line	Pearl Lake Rd.	2.29	Lighting	250					HSP	CST

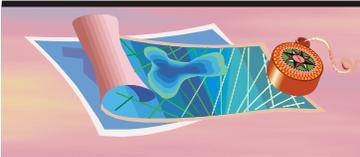




Vision 2020 Comprehensive Plan Seminole County, Florida

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
I-4 Eastbound Off-Ramp - 4193671	at Lake Mary Blvd.		0.01	Add Right Turn Lane(s)	604					HSP	CST
SR 436 - 4193691	Willshire Blvd.	Lake Howell Rd.	0.98	Major Intersection Improvements	14					DIH	PE
					7,000	16,435				LFP	ROW
CR 15 - 4196641	SR 46	Orange Blvd.	1.13	Widen to 4 Lanes	1,000					CIGP	CST
					1,000					LFP	CST
CR 426 - 4196791	Division St.	SR 46		Pave Shoulders	100					HRRR	PE
								1,640		HRRR	CST
								2,474		HSP	CST
Fernwood Blvd. - 4196901			0.19	Safety Project		120				HSP	CST
Lake Mary Downtown - 4197641				Environmental/ Demographics	3					HPP	PD&E
Bypass Roadway - SR				Statistics Study							
15/600/US 17/92 - 4197651	at French Ave.			Intersection Roundabout	3					HPP	PD&E
Access Rd. - 4197731	Orlando Sanford			Streetscaping	10					HPP	CST
	International Airport										
Advanced ROW - 4207521	Countywide			Right-of-Way Acquisition	199					DDR	ROW
Acquisition -					5					DIH	ROW
					2,438					DIRS	ROW
SR 434 - 4218551	SR 419	Seminole Co. Trail Bridge	2.34	Landscaping	142					DS	CST
SR 15/600/US 17/92 - 4220131	Seminole Blvd.	I-4	3.33	Resurfacing	5					DIH	PE
					200					DS	PE
						22				DS	CST
						3,432				XA	CST
East Hillcrest St. - 4225721	at Alpine St.			Sidewalk	50					SR2S	PE
							437			SR2S	CST
Seminole Co. - 4226311	Countywide			Coordinate Traffic Signals	96	145				TRIP	PE
					96	145				XU	PE
I-4 - 4226321	Westbound Rest Area	Lake Mary Blvd.	4.60	Landscaping		61				DIH	CST
						462				DS	CST





Vision 2020 Comprehensive Plan Seminole County, Florida

Project Description					Project Status and Cost (\$000's)						
Project - FDOT FMN	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 436 - 4227071	Oxford Rd.	Cassel Creek Rd.	1.57	Resurfacing			3,987			DDR	CST
							411			DIH	CST
SR 46 - 4227081	W of Mills Creek Bridge	SR 15/600/US 17/92	0.48	Resurfacing			1,016			DDR	CST
							145			DIH	CST
SR 436 - 4231201				Developer Proportionate Share		325				LFP	CST
				Reserve Funding Action							
SR 426 - 4233111	W of Tuskawilla Rd.	SR 417 Ramps	0.80	Widen to 4 Lanes	5					DIH	PE

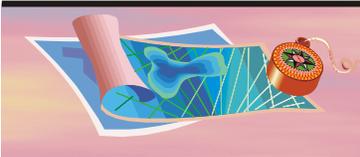
(MPO FedState FDOT Hwy0812 Seminole.xls)

PROJECT PHASES

CST - Construction phase
 ENV - Environmental Work
 INC - Construction Bonus Phase
 LAR - Local Advance Reimbursement Funding
 PDE - Project Development & Environmental Study
 PE - Preliminary Engineering phase

ROW - Right of Way phase
 RRU - Railroad or Utilities Work
 CI - Contract Incentives
 CS - Construction Support
 DB - Design Build
 AD - Administration





Vision 2020 Comprehensive Plan Seminole County, Florida

METROPLAN ORLANDO TRANSPORTATION IMPROVEMENT PROGRAM AVIATION PROJECT STATUS AND COST (\$000's)

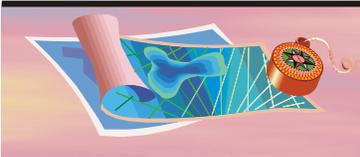
ORLANDO SANFORD INTERNATIONAL AIRPORT July 11, 2007

FM No.	Project Description *	2007/08	2008/09	2009/10	2010/11	2011/12	Fund
4051961	Construct Taxiway Tango					5,500	FAA
						305	DS
						305	LF
4076511	Overlay & Re-Mark Runway 9L/27R	4,000					FAA
		200					DS
		200					LF
4076521	Rehab West Ramp and Apron				4,500		FAA
					167		DS
					167		LF
4076671	Construct Parking Garage (Phase 2)		2,500	2,500			DS
			2,500	2,500			LF
4100951	Extend & Light Runway 9L-27R & Taxiway Bravo to 12,000'		5,400			36,922	FAA
						972	GMR
			300				DS
			300			972	LF
<i>The amounts shown are programmed by FDOT. The Sanford Airport Authority is requesting \$9,000,000 in FAA funds and \$450,000 each in DS and LF funds for this project in FY 2009/10</i>							
4184701	Acquire Land to Extend Runways 9L/27R to 11,000'	6,000					FAA
		150					DS
		150					LF
4208471	Construct Taxiway Alpha (Phase 3)				5,000	13,254	FAA
						349	GMR
					278		DS
					278	349	LF
<i>The Sanford Airport Authority is requesting that the funds programmed for project #4208471 in FY 2010/11 be advanced to FY 2009/10.</i>							
4208481	Construct Taxiway Fox				5,000		FAA
					278		DS
					278		LF
248125	Extend Runway 9R-27L & Taxiway Siera to 6,200' & Install ILS/MALSR	7,600					FAA
		200					DS
		200					LF
<i>FDOT programmed \$4,275,000 for project #2481251 in FY 2006/07. The Sanford Airport Authority is requesting that the \$8,000,000 shown be programmed in FY 2006/07 and 2007/08. (This project is not included in FDOT's FY 2007/08-2011/12 Five Year Work Program.)</i>							
New	Acquire Land for Noise Compatibility	4,866					FAA
		128					DS
		128					LF
New	In-Line Baggage Screening Conveyor System		6,983				FAA
			184				DS
			184				LF
New	Acquire Land for Noise Compatibility		5,918				FAA
			156				DS
			156				LF
New	Acquire Land for Noise Compatibility					5,838	FAA
						154	DS
						154	LF

(* Only projects totaling over \$4M have been shown.)

(Facility Program - Transp Roads.xls/OSIA)





Vision 2020 Comprehensive Plan Seminole County, Florida

METROPLAN ORLANDO/FDOT FIVE YEAR TRANSPORTATION IMPROVEMENT PLAN
Florida's Turnpike Enterprise Projects - Seminole County
 Five Year Transportation Improvement Program - FY 2007/2008 - 2011/2012

Project - FDOT FMN	Project Description				Project Status and Cost (\$000's)						
	From	To	Length (Miles)	Work Description	2007/08	2008/09	2009/10	2010/11	2011/12	Funds	Phases
SR 417 - 2402592	E of Old Lake Mary Rd.	2,157' E of Rinehart Rd.	2.66	New 4-Lane Expressway	2,482	2,482	2,482	2,482	2,482	PKYI	Payback
SR 417 - 4136691	Milepost 0.0	Milepost 6.9	6.90	Resurfacing	7					PKYI	CST
					13					PKYR	CST
SR 417 - 4136692	Milepost 0.0	Milepost 6.9	6.90	Signing/Paveme nt Markings	32					PKYR	CST
SR 417 - 4136693	Milepost 0.0	Milepost 6.9	6.90	Guardrail Improvements	26					PKYI	CST
					6					PKYR	CST
SR 417 - 4150221			0.24	Bridge Painting	35					PKYR	CST
SR 417 - 4175451	Orange/Semin ole Co. Line	SR 434	6.40	Widen to 6 Lanes	1					PKYI	ROW
									1,000	PKBD	RRU
									137,119	PKBD	DSB
									295	PKYI	DSB
SR 417 - 4175452	at Lake Jesup Toll Plaza		0.05	Modify to 4 Express Lanes	192					PKYI	PE
					100					PKBD	RRU
					48,896					PKBD	CST
					5					PKYI	CST
					100					PKYI	ENV
						2,300				PKBD	INC
SR 417 - 4175453	University Blvd.	SR 434	6.40	Landscaping					3,329	PKBD	DSB
									30	PKYI	DSB
SR 417 - 4175455	at Lake Jesup Toll Plaza		0.05	Landscaping	923					PKBD	CST
SR 417 - 4175456	at Lake Jesup Toll Plaza		0.05	Replace Thermoplastic/ Signing/Paveme nt Markings			44			PKYI	CST
SR 417 - 4195671	Milepost 46.1	Milepost 49.9	3.80	Resurfacing	491					PKYI	PE
					643					PKYI	CST
					5,352					PKYR	CST
SR 417 - 4195672	Countywide			Replace Thermoplastic/ Signing/Paveme nt Markings	1					PKYI	PE
							194			PKYI	CST
SR 417 - 4195673	Countywide		17.45	Guardrail Improvements	247					PKYI	CST

(MPO FedState FDOT Hwy0812 Seminole.xls)



Seminole County ECONOMIC IMPACT STATEMENT

Date:	12/11/07	Dept/Div:	P&D/Planning Division
Contact:	D Boyer	Phone Ext:	407-665-7382
Action:	Ordinance amending the Comprehensive Plan on 12/11/07		
Topic:	CIE Annual Update 2007		

Describe Project/Proposal

The County is proposing to amend the Vision 2020 Seminole County Comprehensive Plan by adopting text amendments to the Capital Improvements Element of the Seminole County Comprehensive Plan

Describe the Direct Economic Impact of the Project/Proposal upon the Operation of the County

There is no economic impact as a result of this amendment.

Describe the Direct Economic Impact of the Project/Proposal upon the Property Owners/Tax Payers/Citizens who are Expected to be Affected

The CIE forecast is based on currently approved tax rates and fees, any impact to the citizens of Seminole County in funding the CIP would result from rate increases approved by the Board of County Commissioners.

Identify and Potential Indirect Economic Impacts, Positive or Negative, Which Might Occur as a Result of the Adoption of the Ordinance

There are no indirect economic impacts as a result of the adoption of this ordinance.

Citation

Seminole County Home Rule Charter.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Celery Avenue at Lake Monroe Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Austin Watkins **EXT:** 7440

MOTION/RECOMMENDATION:

1. Adopt an ordinance for a Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and approve a rezone ordinance from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) and authorize the Chairman to execute the aforementioned documents for 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, based on staff findings (Harling, Locklin & Associates, Hugh Harling, applicant); or
2. Deny the requested Large Scale Future Land Use Amendment and rezone of 16.34± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, from Suburban Estates (SE) to Low Density Residential (LDR); and from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) and authorize the Chairman to execute the Denial Development Order (Harling, Locklin & Associates, Hugh Harling, applicant); or
3. Continue the item to a time and date certain.

District 5 Brenda Carey

Austin Watkins

BACKGROUND:

The applicant is requesting a Large Scale Future Land Use Amendment and rezone of 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, from SE (Suburban Estates) to LDR (Low Density Residential) and rezone from A-1 (Agriculture) to R-1 (Single-Family Dwelling) and R-1A (Single-Family Dwelling). The applicant is requesting the amendment and rezone to allow for single-family residential development at a maximum density of 4 dwelling units per net buildable acre. The LDR Future Land Use designation allows for the requested zoning districts.

The applicant proposes to rezone the southern half of the property to R-1, which has a minimum lot size of 8,400 square feet and a minimum width at the building line of 70 feet and the northern half of the property (adjacent to Celery Avenue) to R-1A, which has a minimum lot size of 9,000 square feet and a minimum width at the building line of 75 feet.

The Seminole County Land Development Code (LDC) provides for the application of the Weighted Method for Determining Single-Family Residential Compatibility in the Low Density Residential Future Land Use designation. Staff conducted the lot size compatibility analysis,

per Section 30.1380.3 of the Land Development Code and Policy FLU 2.10 of the Vision 2020 Comprehensive Plan, and determined that the analysis does support the requested rezone to R-1 and R-1A.

PLANNING AND ZONING COMMISSION/LPA RECOMMENDATION:

The Planning and Zoning Commission met on July 11, 2007 and voted unanimously (7-0) to recommend TRANSMITTAL of the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and approval of the rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) for 16.34± acres, located on the south side of Celery Avenue approximately 600 feet east of Beardall Avenue, to the Department of Community Affairs.

BOARD OF COUNTY COMMISSIONERS ACTION:

The Board of County Commissioners met on August 14, 2007 and voted 5 to 0 to TRANSMIT the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) for 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, based on staff findings.

Florida Department of Community Affairs (DCA) Objections, Recommendations and Comments Report (ORC) dated October 23, 2007: On October 23, 2007, the Department issued an Objections, Recommendations and Comments (ORC) Report regarding the proposed future land use amendment. The Department raised no objections to the proposed amendment.

STAFF RECOMMENDATION:

Staff recommends the Board adopt an ordinance for a Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and approve the rezone ordinance from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) for 16.34± acres, located on the south side of Celery Avenue approximately 600 feet east of Beardall Avenue.

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Zoning and Future Land Use Map
4. Aerial Map
5. Parcel Map
6. LSLUA Ordinance
7. Rezone Ordinances
8. Denial Development Order (applicable if request is denied)

9. Applicant's Justification Statement
10. School Capacity Analysis
11. LPA P and Z Meeting Minutes
12. August 14, 2007 BCC Minutes

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

Celery Avenue at Lake Monroe Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 (Agriculture) to R-1 (Single-Family Dwelling) and R-1A (Single-Family Dwelling)		
APPLICANT	Harling, Locklin & Associates, Hugh Harling, applicant	
PROPERTY OWNER	Lodestar Holdings, LLC	
REQUEST	LSLUA from Suburban Estates (SE) to Low Density Residential (LDR) and rezone from A-1 to R-1 and R-1A	
PROPERTY SIZE	16.34 ± acres	
HEARING DATE (S)	P&Z: July 11, 2007	BCC: August 14, 2007 (Transmittal) December 11, 2007 (Adoption)
PARCEL ID	33-19-31-300-0120-0000	
LOCATION	Located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue.	
FUTURE LAND USE	SE (Suburban Estates)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2007-20	
COMMISSION DISTRICT	#5 – Carey	

Proposed Development:

The applicant is proposing a detached single-family subdivision with R-1A (9,000 square foot) lots on the northern half and R-1 (8,400 square foot) lots on the southern half of the subject property.

ANALYSIS OVERVIEW:

ZONING REQUEST

The applicant is proposing a Large Scale Future Land Use Amendment from Suburban Estates (1 dwelling unit per net buildable acre) to Low Density Residential (equal to or less than 4 du/net buildable acre) and a rezone from A-1 (Agriculture) to R-1 (Single-Family Dwelling) and R-1A (Single-Family Dwelling). The applicant proposes to rezone the north half of the property to R-1A to allow for larger lots along Celery Avenue. The south half of the property is requested to be rezoned to R-1 to allow for smaller lots adjacent to the industrial property to the south and the Cameron Heights PUD.

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested zoning district of R-1A (Single-Family).

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (R-1)	Proposed Zoning (R-1A)
Minimum Lot Size	43,560 square feet	8,400 square feet	9,000 square feet
Minimum House Size	N/A	700 square feet	1,100 square feet
Minimum Width at Building Line	150 feet	70 feet	75 feet
Front Yard Setback	50 feet	25 feet	25 feet
Side Yard Setback	10 feet	7.5 feet	7.5 feet
(Street) Side Yard Setback	50 feet	25 feet	25 feet
Rear Yard Setback	30 feet	30 feet	30 feet
Maximum Building Height	35 feet	35 feet	35 feet

COMPATIBILITY WITH SURROUNDING PROPERTIES

The subject property is located in an area which is transitioning towards single-family residences compatible with the Low Density Residential Future Land Use designation. Vision 2020, The Seminole County Comprehensive Plan FLU Exhibit - 2 *Appropriate Transitional Land Uses* identifies Low Density Residential as a compatible transitional land use when adjacent to Suburban Estates. The southern property line is adjacent to Industrial Future Land Use and the property is northeast of the Cameron Heights PUD. The Cameron Heights PUD has a variety of single-family, townhome and commercial uses approved within the PUD. The primary use within the Cameron Heights PUD is single-family residences which range from 2.5 dwelling units to 4.0 dwelling units per net buildable acre. Currently, Suburban Estates is the predominant land use designation on Celery Avenue in both directions allowing for a maximum density of 1 dwelling unit per net buildable acre.

The Land Development Code provides for the application of the Weighted Method for determining single-family residential compatibility within the LDR Future Land Use designation. Staff conducted the lot size compatibility analysis, per Section 30.1380.3 of the Land Development Code and Policy FLU 2.10 of the Vision 2020 Comprehensive Plan, and determined that the analysis does support the requested rezone to R-1 and R-1A.

The calculations assign differing weights to the surrounding zoning districts according to permitted development intensities within those districts. For example, the R-1AA district requires a minimum lot size of 11,700 square feet, so its weight factor is 7, while A-1 requires one-acre lots and has a weight factor of 4 in final development form.

Weighting factors, together with the acreage of parcels within a 660-foot radius of the subject property, determine the “compatible” zoning for the subject property. After running the lot size compatibility analysis for the proposed 16.34 ± acre rezone request to R-1 and R-1A, the results from the analysis indicated a weight of 9.19, which is consistent with the R-1 zoning district.

It is very important to note that the assigned Future Land Use designations on Celery Ave and surrounding properties are Suburban Estates. The area is in a transition from Suburban Estates to Low Density Residential. Staff determined that the final form of development for the properties assigned the A-1 zoning classification and the SE Future Land Use designation is Low Density Residential. Therefore, Staff completed the Lot Size Compatibility Analysis utilizing the secondary calculation for vacant A-1 property and assigned a maximum of 7 points, depending upon whether water or sewer is currently available and whether or not the roadway is currently built to County Standard.

CONSISTENCY WITH THE VISION 2020 COMPREHENSIVE PLAN:

FLU Element Plan Amendment Review Criteria:

The Future Land Use Element in the Comprehensive Plan lays out certain criteria that proposed future land use amendments must be evaluated against. Because this is a small area Future Land Use amendment with localized impacts, an individual site compatibility analysis is required utilizing the following criteria:

A. Whether the character of the surrounding area has changed enough to warrant a different land use designation being assigned to the property.

Staff Evaluation

The subject property is located in an area transitioning to developments consistent with the Low Density Residential Future Land Use (FLU) designation (Equal to or less than 4 dwelling units per net buildable acre). Located southwest of the subject property is the Cameron Heights PUD which is approved for 2.5 to 4.0 dwelling units per net buildable acre for single-family development. Further, certain properties northwest of the subject property have the Low Density Residential FLU designation. South of the subject property is Industrial FLU, Low Density Residential FLU, single-family and townhouses approved within the Cameron Height PUD, commercial and industrial uses, and the Orlando Sanford International Airport.

Staff finds that the character of the area has changed enough to warrant a density increase from Suburban Estates to Low Density Residential.

B. Whether public facilities and services will be available concurrent with the impacts of development at adopted levels of service.

C. Whether the site will be able to comply with flood prone regulations, wetland regulations and all other adopted development regulations.

D. Whether the proposal adheres to other special provisions of law (e.g., the Wekiva River Protection Act).

Staff Evaluation

The development will have to undergo Concurrency Review prior to Final Engineering approval and must meet all Concurrency standards in order to proceed.

The site will have to comply with all Land Development Regulations regarding development in and around wetland and floodplain areas at the time of Final Engineering.

The subject property is not located within any special or overlay district.

E. Whether the proposed use is compatible with surrounding development in terms of community impacts and adopted design standards of the Land Development Code.

Staff Evaluation

The subject property is located in a transitional area between more intensive FLU designations and uses south of the subject property and less intensive uses north of the property. The subject property is adjacent to Industrial FLU and north of the Cameron Heights PUD, which has single-family, townhomes and commercial as approved uses. However, the predominate FLU designation along Celery Avenue is Suburban Estates. The applicant is proposing the R-1A zoning classification for the north half of the property to have larger lots adjacent to the SE FLU. The applicant is proposing R-1 on the south half of the property to transition to the more intensive uses.

F. Whether the proposed use furthers the public interest by providing:

- 1. Sites for public facilities or facility improvements in excess of requirements likely to arise from development of the site**
- 2. Dedications or contributions in excess of Land Development Code requirements**
- 3. Affordable housing**
- 4. Economic development**

5. Reduction in transportation impacts on area-wide roads

6. Mass transit

Staff Evaluation

The applicant is not proposing any additional facility improvements. The applicant's proposal does not consider affordable housing, economic development, mass transit, nor reduction in transportation impacts.

G. Whether the proposed land use designation is consistent with any other applicable Plan policies, the Strategic Regional Policy Plan and the State Comprehensive Plan.

The following are other applicable Vision 2020 Policies and Exhibits and staff's evaluation:

Policy FLU 2.5: Transitional Land Uses

The County shall evaluate Plan amendments to ensure that transitional land uses are provided as a buffer between residential and nonresidential uses, between varying intensities of residential uses and in managing redevelopment of areas no longer appropriate as viable residential areas. *Exhibit FLU: Appropriate Transitional Land Uses* is to be used in determining appropriate transitional uses.

Staff Evaluation

Exhibit FLU: Appropriate Transitional Land Uses in the Future Land Use Element is used as a guide in evaluating compatibility between proposed and adjacent land uses. The subject property is in an area that is transitioning from Suburban Estates to Low Density Residential. Several developments west of the subject property have been developed consistent with the Low Density Residential density. *Exhibit FLU: Appropriate Transitional Land Uses* states that Low Density Residential is an appropriate transitional land use when adjacent to Suburban Estates. However, Industrial FLU borders the southern portion of the property, per *Exhibit FLU: Appropriate Transitional Land Uses* Low Density Residential and Industrial FLU are not an appropriate transitional land use. However, current development trends in the area indicate that the long-term development in the area will consist of residential rather than industrial uses. The Cameron Heights and Beardall Heights PUD have several single-family villages adjacent to Industrial Future Land Use. Further, River's Edge Preserve PUD, located east of the property is approved for townhomes. Staff anticipates that the property to the south will re-develop as a residential project in the future, due to the adjacency of large residential developments. Therefore, staff finds that the proposed Future

Land Use Amendment to LDR and associated rezone to R-1 and R-1A are compatible with the adjacent land uses.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS

Floodplain Impacts:

Based on FIRM map 12117C0065E, with an effective date of April 17, 1995, as well as preliminary updated DFIRMs, the entire site lies in floodzone X, outside the 100 year floodplain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there does not appear to be any wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there may be endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

PUBLIC FACILITY IMPACTS

Rule 9J-5.0055(3), Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The applicant has elected to defer Concurrency Review at this time. The applicant will be required to undergo Concurrency Review prior to final engineering approval.

The following table depicts the impacts the proposed development has on public facilities:

Public Facility	Existing Zoning (A-1)	Proposed Development (64 Lots Maximum)	Net Impact
Water (GPD)	5,600	22,400	16,800
Sewer (GPD)	4,800	19,200	14,400
Traffic (ADT)	153	613	460

Utilities:

The site is located in the City of Sanford's utility service area, and will be required to connect to public utilities. There is a 6-inch water main on the north side of Celery Ave.

Transportation / Traffic:

The property proposes access onto Celery Avenue, which is classified as a Collector Road. Celery Avenue is currently operating at a level-of-service "A" and does not have improvements programmed in the County 5-year Capital Improvement Program.

School Impacts:

The Seminole County Public School District has prepared an analysis regarding impacts resulting from recently platted residential developments that are zoned for the same schools as the subject property, but are not yet included in the school capacity numbers. This analysis is included as an attachment to this report.

Public Safety:

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #41, which is located at 3355 E SR 46. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

Drainage:

The proposed project is located within the Midway Drainage Basin, and, based on preliminary review, does not appear to have limited downstream capacity. At a minimum, the site will have to be designed to provide retention to attenuate the 25 year/24 hour storm pre-post discharge rate difference. Additional retention may be required depending on outfall condition, to be determined at final engineering.

Parks, Recreation and Open Space:

The applicant is required to provide at a minimum 25% of the site in open space, per Section 30.1344 (Open Space Ratios and Design Guidelines) of the Seminole County LDC.

Buffers and Sidewalks:

The developer will be required to build a 5-foot sidewalk along Celery Avenue for the frontage of their property.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS

The subject property is not located within any Overlay District.

COMPREHENSIVE PLAN (VISION 2020)

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The following policies are applicable with the proposed project (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

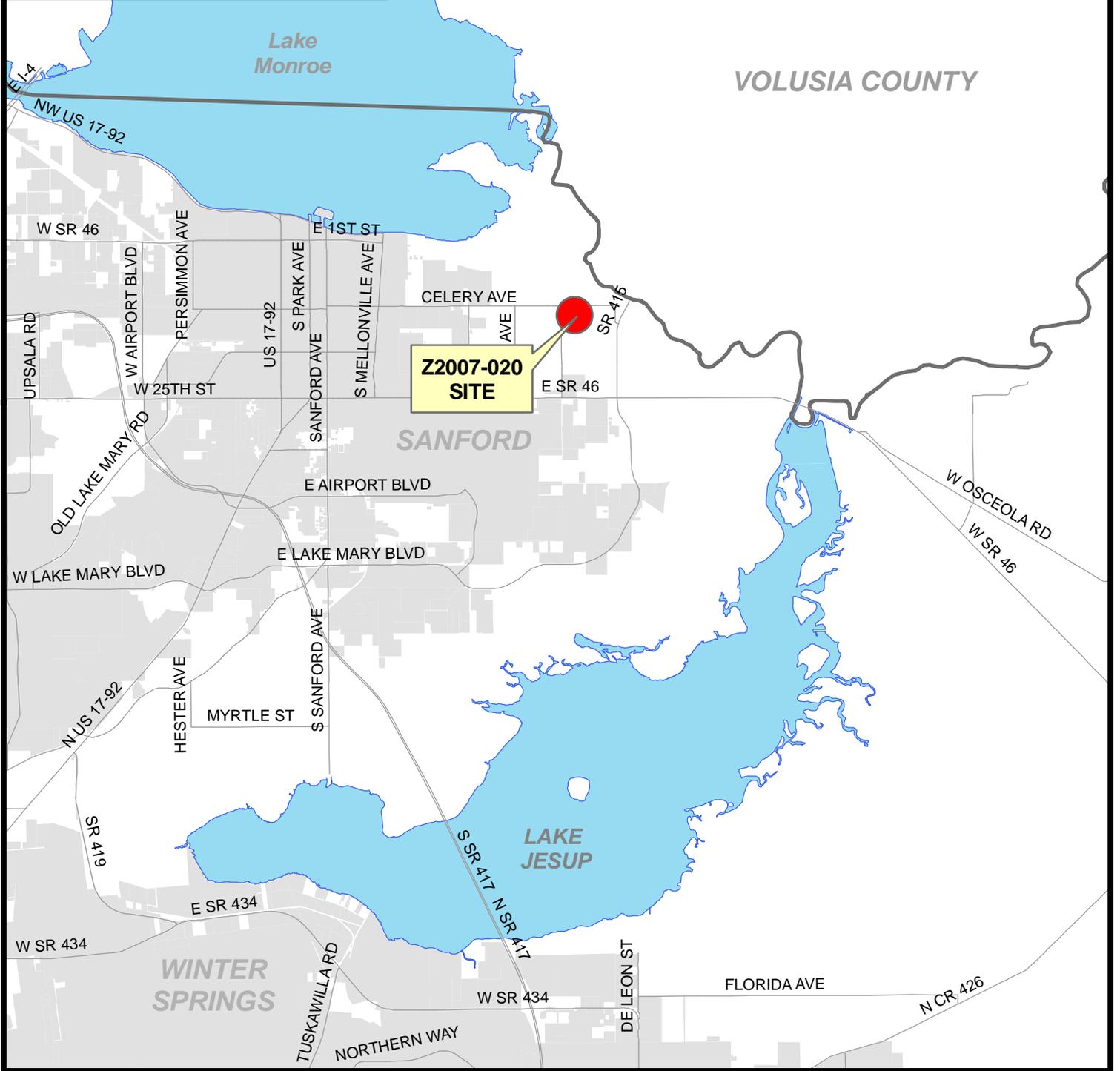
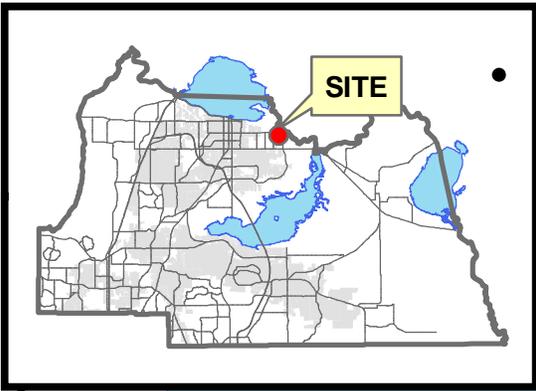
- Policy FLU 2.1: Subdivision Standards
- Policy FLU 2.5: Transitional Land Uses
- Policy FLU 2.10: Determination of Compatibility in the Low Density Residential Future Land Use Classification
- Policy FLU 5.5: Water and Sewer Service Expansion
- Policy FLU 12.4: Relationship of Land Use to Zoning Classifications
- Policy FLU 12.5: Evaluation Criteria of Property Rights Assertions
- Policy POT 4.5: Potable Water Connection
- Policy SAN 4.4: Sanitary Sewer Connection
- Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

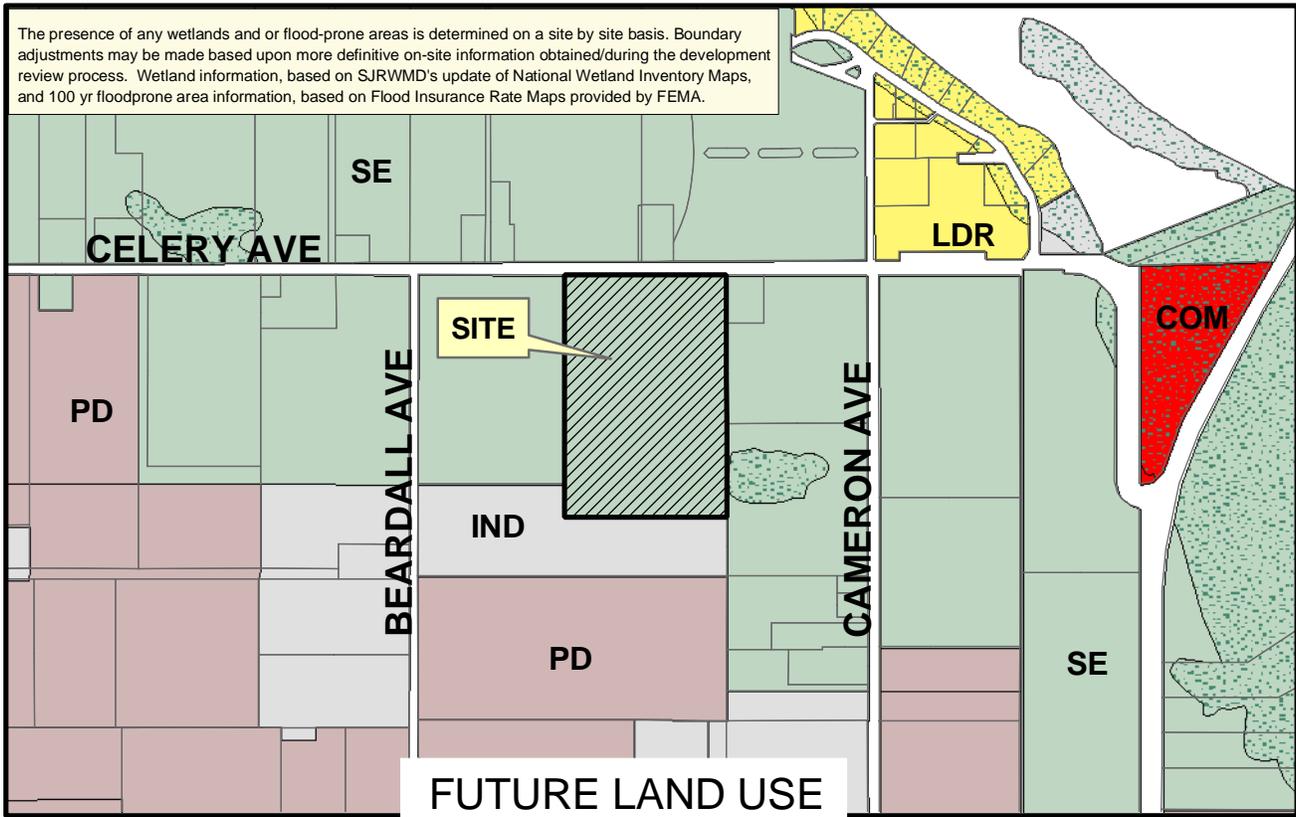
Intergovernmental notice was sent to the Seminole County School District on May 15, 2007. The School District has provided a School Capacity Report, which is attached.

LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.



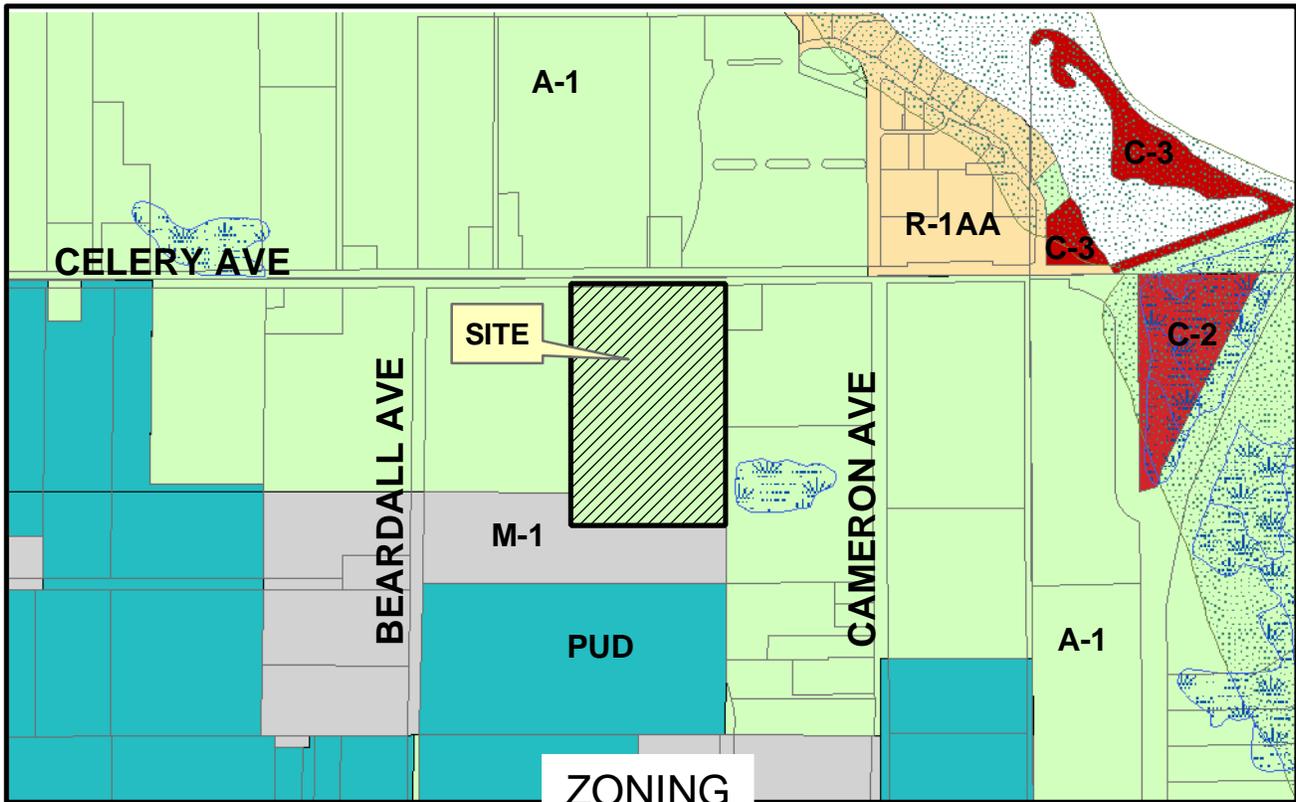
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



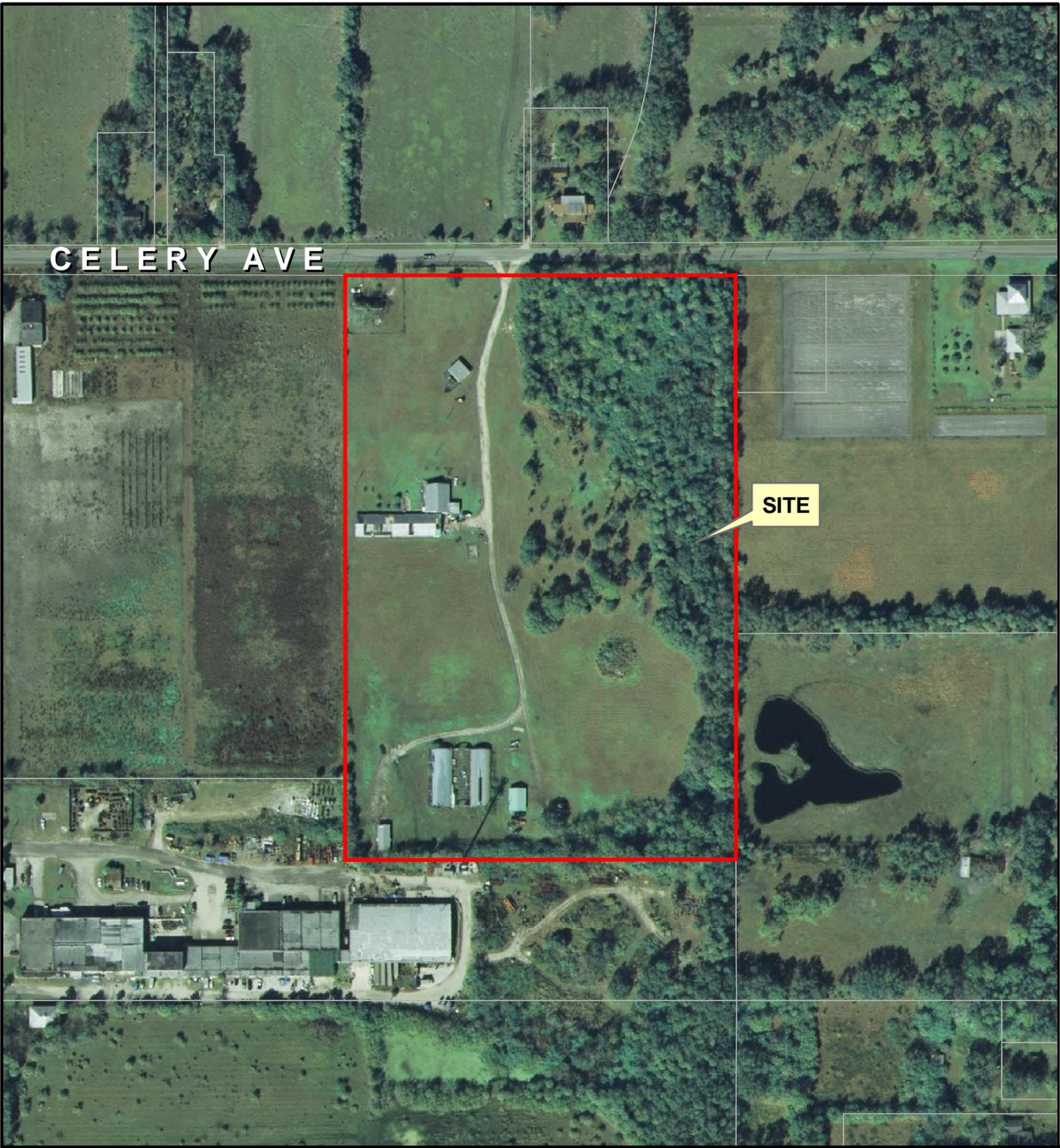
LDR
 SE
 COM
 IND
 PD
 Site
 Municipality
 CONS

Applicant: Hugh Harling
 Physical STR: 33-19-31-300-0120-0000
 Gross Acres: 16.34 +/- BCC District: 5
 Existing Use: Agriculture
 Special Notes: None

	Amend/ Rezone#	From	To
FLU	07-07LS.01	SE	LDR
Zoning	Z2007-020	-	-



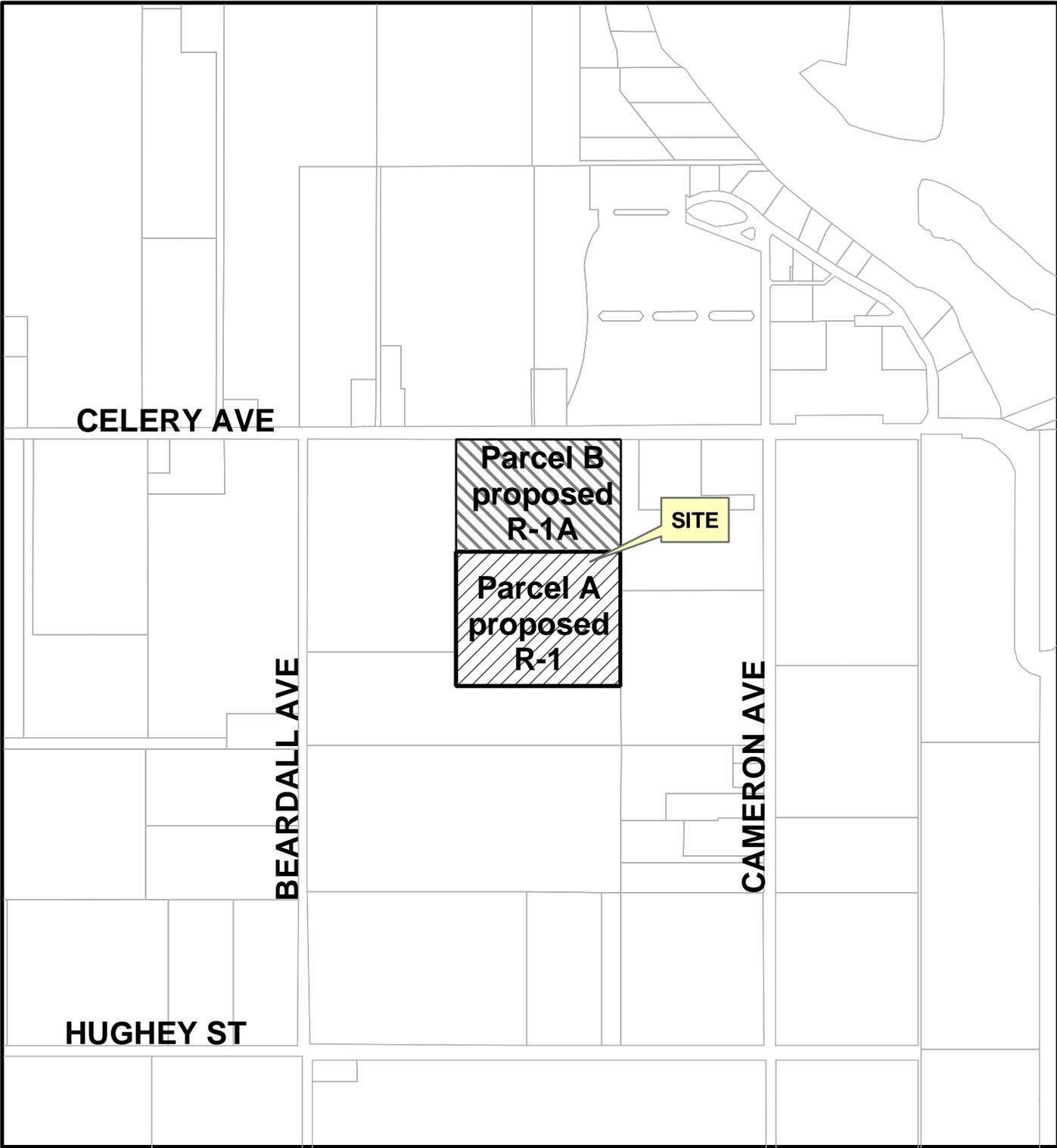
A-1
 R-1AA
 C-2
 C-3
 M-1
 PUD
 FP-1
 W-1



CELERY AVE

SITE

<p>Rezone No: Z2007-020</p> <p>FLU No: 07-07LS.01</p> <p>From:SE To:LDR</p> <p><input type="checkbox"/> Parcel</p> <p><input checked="" type="checkbox"/> Subject Property</p>		<p>Winter 2006 Color Aerials</p>
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AN ORDINANCE AMENDING THE VISION 2020 SEMINOLE COUNTY COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY BY VIRTUE OF A LARGE SCALE DEVELOPMENT AMENDMENT; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Seminole County (hereinafter referred to as the "Board") enacted Ordinance Number 91-13, adopting the 1991 Seminole County Comprehensive Plan, which was subsequently amended in accordance with State law; and

WHEREAS, the Board enacted Ordinance Number 2001-21, which renamed the 1991 Seminole County Comprehensive Plan to the "Vision 2020 Seminole County Comprehensive Plan" (hereinafter referred to as the "Plan"); and

WHEREAS, the Board has followed the procedures set forth in Sections 163.3184 and 163.3187, Florida Statutes, in order to further amend certain provisions of the Plan as set forth herein relating to Large Scale Plan Amendments; and

WHEREAS, the Board has substantially complied with the procedures set forth in the Implementation Element of the Plan regarding public participation; and

WHEREAS, the Seminole County Land Planning Agency held a public hearing with all required public notice for the purpose of providing recommendations to the Board of County Commissioners with regard to the Plan amendment set forth herein; and

WHEREAS, the Board held public hearings with all required public notice for the purposes of hearing and considering the recommendations and comments of the general public, the Land Planning Agency, other public agencies, and other jurisdictions prior to final action on the Plan amendment set forth herein; and

WHEREAS, the Board hereby finds that the Plan, as amended by this ordinance, is internally consistent with and compliant with the provisions of State law including, but not limited to, Part II, Chapter 163, Florida Statutes, and the State Comprehensive Plan, and the Strategic Regional Policy Plan of the East Central Florida Regional Planning Council; and

WHEREAS, the Plan amendment set forth herein has been reviewed by all required State agencies and the Objectives, Recommendations and Comments Report prepared by the Department of Community Affairs has been considered by the Board; and

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

Section 1. Legislative Findings. The above recitals are true and correct in form and include legislative findings which are a material part of this Ordinance.

Section 2. Amendment To Future Land Use Map Designation The

Future Land Use Map of the Future Land Use Element of the Plan is hereby amended by changing the future land use designation assigned to the property depicted therein and legally described in Exhibit A (attached hereto and incorporated herein by this reference) as noted in the following table:

Ord. Exh.	Name	Amendment Number	Land Use Change From - To	LPA Hearing Date	BCC Hearing Dates
A	Celery Ave at Lake Monroe Large Scale Land Use Amendment and Rezone	07-07LS.01	Suburban Estates(SE) to Low Density Residential (LDR)	07/11/07	08/14/07 12/11/07

Section 3. Severability.

(a) The enactment of this Ordinance includes one (1) amendment to the Future Land Use Map.

(b) If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 4. Exclusion From County Code/Codification.

(a) It is the intent of this Board that the provisions of this Ordinance shall not be codified into the Seminole County Code, but that the Code Codifier shall have liberal authority to codify this

Ordinance as a separate document or as part of or as a volume of the Land Development Code of Seminole County in accordance with prior directions given to the said Code codifier.

(b) The Code Codifier is hereby granted broad and liberal authority to codify and edit the provisions of the Seminole County Comprehensive Plan, as amended.

Section 5. Effective Date.

(a) A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with State law.

(b) This Ordinance shall take effect upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners; provided, however, that the effective date of the Plan amendment set forth herein shall be twenty-two (22) days after the Florida Department of Community Affairs' publication of a notice of intent to find the Plan amendment in compliance, if no affected party challenges the Plan amendment, or, if an affected party challenges the Plan amendment, when a final order is issued by the Florida Department of Community Affairs or the Administration Commission determining that the amendment is in compliance in accordance with Section 163.3184, Florida Statutes, whichever occurs earlier. No development orders or development permits, if dependent upon an amendment, may be issued or commence before an amendment has become effective. If a final order of noncompliance is issued by the Administration Commission adopting a resolution affirming its

effective status, a copy of said resolution shall be provided to the Florida Department of Community Affairs, Bureau of Local Planning, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100 by the Clerk of the Board of County Commissioners.

ENACTED this 11th day of December 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

Exhibit A

SE (Suburban Estates) to LDR (Low Density Residential) (07-07LS.01)

The East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ (less the South 235 feet and SR 415 right-of-way) Section 33, Township 19 South, Range 31 East, Seminole County, Florida

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE R-1 (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Celery Ave at Lake Monroe Large Scale Land Use Amendment and Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to R-1 (Single-Family Dwelling):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department.

ENACTED this 11th day of December 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

EXHIBIT "A"
LEGAL DESCRIPTION:

Parcel "A"

THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ (LESS THE SOUTH 235 FEET AND CR 415 RIGHT OF WAY) SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE NORTH 480 FEET.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE R-1A (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Celery Ave at Lake Monroe Large Scale Land Use Amendment and Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to R-1A (Single-Family Dwelling):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon the date of filing with the Department.

ENACTED this 11th day of December 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

EXHIBIT "A"
LEGAL DESCRIPTION:

Parcel "B"

THE NORTH 480 FEET OF THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ (LESS THE SOUTH 235 FEET AND SR 415 RIGHT OF WAY) SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On August 14, 2007, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Lodestar Holdings, LLC

Project Name: Celery Ave at Lake Monroe LSLUA and Rezone

Requested Development Approval: The applicant is requesting a Large Scale Land Use Amendment from Suburban Estates to Low Density Residential and a rezone from A-1 (Agriculture) to R-1 (Single-Family Dwelling) and R-1A (Single-Family Dwelling) on 16.34 + acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue.

The Board of County Commissioners has determined that the requested Large Scale Land Use Amendment from Suburban Estates to Low Density Residential and rezone to R-1 and R-1A are not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Celery Ave at Lake Monroe Large Scale Land Use Amendment and Rezone" and all evidence submitted at the public hearing on August 14, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested Large Scale Land Use Amendment from Suburban Estates to Low Density Residential and R-1 and R-1A rezone should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Brenda Carey, Chairman

EXHIBIT "A"**Legal Description**

The East ½ of the Northwest ¼ of the Northeast ¼ (less the South 235 feet and SR 415 right-of-way) Section 33, Township 19 South, Range 31 East, Seminole County, Florida

Parcel "A" (Requested R-1 Zoning)

THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ (LESS THE SOUTH 235 FEET AND CR 415 RIGHT OF WAY) SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA, LESS THE NORTH 480 FEET.

Parcel "B" (Requested R-1A Zoning)

THE NORTH 480 FEET OF THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ (LESS THE SOUTH 235 FEET AND SR 415 RIGHT OF WAY) SECTION 33, TOWNSHIP 19 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY, FLORIDA

Large-Scale Future Land Use Amendment & Rezoning Amendment Justification Statement

SEMINOLE COUNTY APPLICATION

CELERY AVENUE AT LAKE MONROE

HLA Job No. 0704

Parcel ID No. 33-19-31-300-0120-0000

INTRODUCTION

This application is for a large-scale future land use map amendment (LSFLUA) and associated rezoning amendment to respectively change the future land use (FLU) and zoning designations of the 16.34-acre subject property from SE (Suburban Estates) to LDR (Low Density Residential) and A-1 (Agriculture District) to R-1A Single Family Dwellings.

PROPERTY AND SURROUNDING LAND USE DESCRIPTION

The property is located on Celery Avenue on the west side of Cameron Avenue and on the East side of Beadall Ave. and North of Beck Hammock Rd., as shown in Figure 1, Location Map and Figure 2, Aerial Map. As previously stated, the site has a current FLU designation of SE, which allows up to one unit per acre and is compatibly zoned A-1, which allows agricultural uses as well as residential units at a maximum density of one unit per acre. Figure 3, Zoning Map, and Figure 4, Existing Zoning Map, respectively depict the site's existing zoning and FLU by comparison to the surrounding area, as shown below in Table 1, surrounding FLU & Zoning.

Table 1

Direction	Future Land Use	Zoning	Existing Land Use
North	Suburban Estates	A-1	Vacant
South	Industrial	M-1	Commercial
East	Suburban Estates	A-1	Cropland
West	Suburban Estates	A-1	Warehouse-Distr.

The following text details the intent and purpose of the requested LDR FLU, as respectively described in the Seminole county Vision 2020 comprehensive Plan and Land Development Code. Based on these policy and code definitions, it is our contention that the proposed development program would be consistent with the Vision 2020 Comprehensive Plan and ultimately comply with the Land Development Code.

SITE DATA

GENERAL INFORMATION:

Location: Celery Avenue East of Beadall Ave. and West of Cameron Ave.
Parcel ID No: 33-19-31-300-0120-0000
Future Land Use: SE (Suburban Estates)
Proposed Future Land Use: LDR (Low Density Residential)
Existing Use: Agriculture
Proposed Land Use: Single-Family Residential
Proposed Housing Type: Single-Family Detached
Proposed Phasing: Single Phase

ACREAGE:

Gross Acreage: + 16.47 Acres

SCHOOL IMPACT

64 Units x 3.25 persons/unit = 208 x 20% = 42 school age children

TRAFFIC IMPACT:

Total residential units: Per category #210 Single Family Detached Housing
Trip Generation Rate: = 9.57 ADT / Unit
1.02 ADT/ Unit for peak hours
Anticipated ADT: 613 Total Trips
PM Peak: 65 Peak Trips
Impact analysis based on 64 D.U. maximum.

UTILITY DEMAND:

Water demand estimate: 64 units x 350 GPD = 22,400 GPD
Sewer demand estimate: 64 units x 300 GPD = 19,200 GPD
Solid Waste: 4 lbs/person/day x 3.25 people x 64 units = 832 lbs./day
Water, sewer and reuse: Seminole County
Electric: Florida Power and Light
Solid Waste: Local franchise

SIGNAGE:

Subdivision signage shall conform to Seminole County Code requirements.

RELATIONSHIP TO THE GOALS, OBJECTIVES AND POLICIES OF THE SEMINOLE COUNTY VISION 2020 COMPREHENSIVE PLAN

Applicable Comprehensive Plan FLU Policies

Vision 20/20 – Future Land Use Element – Issue FLU 3 (page FLU-3)

Future Land Use Map Based on Growth Needs/Build-out The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

In Seminole County both private and publicly owned properties are designated as one of the several future land use designations on the adopted Exhibit FLU: Future Land Use Map. The Exhibit FLU: Future Land Use Map is based on the amount of land use by type needed to accommodate the County's projected growth over the planning period.

Based on the currently adopted Exhibit FLU: Future Land Use Map, it is projected that between 2015 and 2020 the county will experience a shortage of vacant developable land for single family and multi-family development. Among the options available to address this shortage includes amending the Plan to allow increased densities within existing residential designation and creating infill parcels where a mix of residential and non residential uses would be allowed. Subsequent to adoption of the 2001 Plan Update, this issue should be fully assessed and recommended options prepared as part of the next Evaluation and Appraisal Report of the Plan scheduled for 2005.

The proposed development provides single-family residential lots at an overall net density of 3.3 dwelling units per acre, which is consistent with the proposed FLU of Low Density Residential. Providing single-family housing will support target job target industry being encouraged in HIP Airport land use.-

Vision 20/20 – Future Land Use Element – Issue FLU 4- Urban Sprawl (page FLU-4)

Rule 9J-5.006, FCA, requires that plans of local government's contain specific provisions to discourage urban sprawl. Urban sprawl can be defined as scattered, poorly planned development occurring at the urban fringe and rural areas, which frequently invades land important for natural resource protection. Types of urban sprawl land uses include leapfrog development, strip development along a roadway and large expanses of low density, single dimensional development.

Between plan adoption in 1991 and completion of the County's evaluation and Appraisal Report (EAR) in 1999, urban sprawl, as historically defined by the Florida Department of Community

Affairs (Department) and repeated in the Plan, has not occurred in unincorporated Seminole county.

This absence of sprawl is due to extensive revisions to the county's Exhibit FLU: Future Land Use Map in 1987 to re-designate vacant, infill and urban fringe areas for urban development intensities. This major update, along with the long standing Conservation Land Use policies and regulations help to meet Department's sprawl tests. In 1991 the plan was amended to establish the East Rural Area and adoption of an urban/rural boundary. Additional steps such as creation of the Higher Intensity Planned Development future land use series (i.e., Target Industry, Core and Transitional and Airport areas), purchase of natural lands, limiting commercial development to major roadway intersections, and providing for mixed use development, joined with land development regulations, have effectively served as tools to address urban sprawl. The County's EAR fully addressed the sprawl indicators cited in Rule 9J-5.006(5), FAC. For a list of these indicators and the County's response, please refer to the EAR document.

Developing Celery Avenue Site as Single-Family lots would not contribute to sprawl, because it is within the Sanford Joint Planning Study Area and is surrounded by infrastructure services.

Vision 20/20 – Future Land Use Element – Issue FLU 10 Trends in Comprehensive Planning (page FLU-7)

Since the 1991 Plan Update, two popular themes have emerged that have a direct relationship to comprehensive planning. The first of these, "sustainability", suggests the idea of the responsible use of resources to meet current needs without jeopardizing the needs of future residents. The second theme, "smart growth" involves the basic ideas of environmental protection, livable communities and efficient use of public funds. Both themes have in common the idea of community, economic opportunities and protection of the environment. In Seminole county "sustainability" and "smart growth" in land use are achieved through, but not limited to, application of the following planning techniques:

- Economic planning to create target industry areas;
- Acquisition of sensitive natural lands;
- Creation of urban/rural boundary and Plan policies regarding protection of the Rural Area;
- Restricting densities and intensities within the Wekiva River and Econlockhatchee River areas;
- Applying a tiered level of service to encourage infill development and discourage sprawl; and
- Joint planning agreements.

These two themes are clearly evident in the goal of the Future Land Use Element, which is to achieve an appropriate balance between public and private interests in the protection of the environment, creation of favorable economic conditions and maintenance of established residential neighborhoods. The County's plan and land development regulations set forth policies and provisions to ensure that these areas development in a manner to provide

compatibility, accommodate necessary facilities and services and protect the natural environment.

Development will be concentrated on the upland portions of the site to minimize impacts to small identified wetland areas. As a infill site, the property will be developed to blend with the surrounding community. Accordingly, two lot sizes will be provided to meet the future housing need of Seminole County's projected population.

Vision 20/20 – Future Land Use Element–Objective 2–Protection of Residential Neighborhoods (page FLU-16)

The county shall ensure the long-term viability of residential neighborhoods by regulating future development to create compatibility with surrounding land uses.

Compatibility is based on the Proposed Sanford Joint Planning Area Study for the community.

Vision 20/20 – Future Land Use Element–Objective 6: Public Facilities and Services (page FLU-33)

The County shall require that all development be consistent with the approved Capital Improvements Element or facility and service plans in order to discourage urban sprawl, meet adopted level of service standards and thereby minimize attendant public costs through the implementation of the following policies:

Project will pay all required impact fees.

Vision 20/20 – Future Land Use Element–Policy 6.1 Development Orders, Permits and Agreements (page FLU-33)

The County shall ensure that all development orders, permits and agreements are consistent with the adopted level of service standards and provisions of the Capital Improvements Element and the appropriate facility element as well as all other provisions of this plan.

A Development Order that outlines the future development parameters of the site and developer obligations will be drafted between the property owner and Seminole County.

Vision 20/20 – Future Land Use Element–Policy 6.2 Concurrency Requirements (page FLU-33)

The County shall that all development orders, permits and agreements are subject to the adopted Concurrency Management System standards and provisions to ensure that facilities and services needed to serve the development are available at the adopted level of service consistent with the Implementation Element of this Plan.

There is sufficient infrastructure in place to adequately serve the Celery Avenue Project site. Any additional impact issues will be addressed in the Development Order

Vision 20/20 – Future Land Use Element–Objective 6.3 Infrastructure and Phasing Requirements (page FLU-33)

The county shall evaluate the impact on delivering adequate service to residents within the established service area prior to the expansion of potable water or sewer service area outside the adopted service area boundaries. The County will not expand a service area if the adopted level of service cannot be maintained.

City of Sanford Utilities have capacity to serve the project which will be developed in one phase.

Vision 20/20 – Future Land Use Element–Objective 6.5 Private Investment Above Land Development Code Regulations (page FLU-33)

The county shall require private investment in infrastructure improvements above and beyond Land Development Code requirements (e.g., feeder roads, aerial fire apparatus, right-of-way, signalization, access improvements, transit facilities, stormwater, etc.) where improvements are needed to accommodate the development and to minimize attendant public costs associated with growth.

No additional improvements above and beyond what is improved are anticipated.

CONCLUSION

The requested LSFLUA Amendments are well supported by the policies described within the Seminole county Vision 2020 Comprehensive Plan. The County has a desire to “maintain the established residential character” of this location, and there is a continuing demand for residential housing as proposed. In conclusion, we believe this request would be compatible in the described location and thereby consistent with applicable Seminole County planning policies and applicable regulations.



SEMINOLE COUNTY PUBLIC SCHOOLS School Capacity Report

To: Seminole County Board of County Commissioners

From: George Kosmac, Deputy Superintendent, Seminole County Public Schools

Date: May 17, 2007

RE. Z2007-20 Celery Ave at Lake Monroe LSFLU Application

Seminole County Public Schools (SCPS), in reviewing the above rezone request, has determined that if approved the new zoning designation would have the effect of increasing residential density, and as a result generate additional school age children.

Description – 17.2 +/- acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue. Parcel ID #33-19-31-300-0120-0000.

The request is to change the future land use designation of the subject property from Suburban Estates (SE) to Low Density Residential (LDR). The requested FLU designation would allow up to 4 units per net acre. Based on the comments from Seminole County Planning and the proposed LDR designation, the maximum estimated number of units is determined to be 55 single-family lots.

Based on information received from Seminole County Planning and from the staff report for the request, SCPS staff has summarized the potential school enrollment impacts in the following table:

Total Proposed units					
Total # of Units		# of Single-Family Lots		# of Multi-Family Units	
55		55		0	
Student Generation					
Impacted Schools	Projected Number of Additional Students	Current Capacity	Current Enrollment	Percent Utilization	Students Resulting from Recently Approved Developments
Elementary Northeast Cluster	14	1933	2105	108.9	165
Middle Millennium	6	1548	1746	112.8	74
High Seminole	7	3049	3187	104.5	210

Terms and Definitions:

Florida Inventory of School Houses (FISH): The numbering and data collection system developed and assigned through the Department of Education for land parcels, buildings, and rooms in public educational facilities. Based upon district data entry, FISH generates the student station counts and report data for school spaces throughout the districts and the State.

Student Stations: The actual number or count of spaces contained within a room that can physically accommodate a student. By State Board Rule, the student station count is developed at the individual room level. Prior to Class Size Reduction (CSR), the number of student stations assigned to a room was dependent upon the room size and the particular the instructional program assigned to the room. This is no longer the case for core curricula spaces (see e. below). The total number of student stations at a campus is determined by the cumulative student station count total of the rooms at the campus that are assigned student station counts.

Current Enrollment: The number of students reported on October 10, 2006 (Second FTE reporting date) for the current school year.

Utilization: A State Board Rule prescribed percentage of student stations that a room (and proportionately, a school and school district) can satisfactorily accommodate at any given time. From a school/campus analysis perspective, "utilization" is determined as the percentage of school enrollment to capacity. Current DOE established K-12 utilization factors are as follows:

Elementary 100%, Middle 90%, High 95%

Capacity: The number of students that can be satisfactorily accommodated in a room at any given time and which, is typically a lesser percentage of the total number of student stations. That percentage factor is typically referred to as the "Utilization Factor". The capacity of a campus is therefore determined by multiplying the total number of student stations by the utilization factor (percentage). NOTE: Capacity is **ONLY** a measure of space, not of enrollment.

Class Size Reduction (CSR): Article IX of the Florida Constitution requires the legislature to "make adequate provision" to ensure that by the beginning of the 2010 school year, there will be a sufficient number of classrooms for a public school in core related curricula so that:

- i) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for pre-kindergarten through grade 3 does not exceed 18 students;
- ii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 4 through 8 does not exceed 22 students; and
- iii) The maximum number of students who are assigned to each teacher who is teaching in public school classrooms for grades 9 through 12 does not exceed 25 students

School Size: For planning purposes, each public school district must determine the maximum size of future elementary, middle and high schools. Existing school size is determined solely through FISH data. Seminole County Public Schools has established the sizes of future schools (with the exception of special centers and magnet schools) as follows:

- i) Elementary: 780 student stations
- ii) Middle: 1500 student stations
- iii) High: 2,800 student stations

Projected Number of Additional Students is determined by applying the current SCPS student generation rate (calculated by using US Census data analysis) to the number and type of units proposed. The number of units is determined using information provided by the County and/or from the applicant's request. If no actual unit count is provided the unit count is then estimated based on the maximum allowable density under the existing/proposed future land use designation.

Full Time Equivalent (FTE) - A calculation of student enrollment conducted by The Florida Department of Education (FDOE) authorized under Section 1011.62, Florida Statutes to determine a maximum total weighted full-time equivalent student enrollment for each public school district for the K-12 Florida Educational Funding Program (FEFP).

Students Resulting from Recently Approved Developments is a summary of students generated from developments approved and platted since January 2005. Student enrollment changes due to existing housing are excluded from these totals.

Comments: The students generated from the proposed new residential dwelling units could not be absorbed into the elementary, middle, or high schools without the increased use of relocatable student stations (portables) or significant reduction in level of service at the affected campus. There are an additional 602 student stations in the current 5-year plan to relieve overcrowding in the Northeast Cluster elementary zone. There are no planned expansions/additions in the current five-year capital plan that would provide additional student capacity to relieve the affected middle or high schools.

**MINUTES FOR
THE SEMINOLE COUNTY LAND PLANNING AGENCY
PLANNING AND ZONING COMMISSION
JULY 11, 2007**

Members present: Matthew Brown, Dudley Bates, Ben Tucker, Melanie Chase, Walt Eismann, Kim Day, and Rob Wolf.

Also present: Tina Williamson, Acting Planning Manager; Dori DeBord, Director of Planning and Development; Herman Wright, Principal Coordinator; Austin Watkins, Planner; Amy Stevenson, Planner; Brian Walker, Senior Planner; Kathleen Furey Tran, Assistant County Attorney; Jim Potter, Senior Engineer; and Candace Lindlaw-Hudson, Clerk to the Commission.

Celery Avenue at Lake Monroe Large Scale Land Use Amendment and Rezone; Hugh Harling, P.E., applicant; 16.34± acres; Large Scale Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential) and Rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling District) and R-1A (Single-family Dwelling District); located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue. (Z2007-20 / 07-07LS.01)

Commissioner Carey – District 5
Austin M. Watkins, Planner

Austin Watkins stated that the requested Large Scale Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) will increase the maximum allowable density of the property from one dwelling unit per net buildable acre to a maximum of 4 dwelling units per net buildable acre. Currently, Celery Avenue has predominate Future Land Use of Suburban Estates along its corridor. The subject property is located in an area that is transitioning to a trend of development that is consistent with the Low Density Residential Future Land Use density. South of the subject property is Industrial Future Land Use and the Cameron Heights PUD which is approved for primarily single-family homes at a density of 2.5 to 4.0 dwelling units per net buildable acre. West of the subject property several developments consistent with the LDR density have been granted approval. East of the subject property is the River's Edge Preserve PUD and the River Run PUD. Staff has determined that the requested future land use is an appropriate transitional use and compatible with the surrounding area.

Mr. Watkins stated that the applicant has requested that the northern half of the property be rezoned to R-1A and the southern half of the property be rezoned to R-1. The northern half of the property is adjacent to more properties assigned the A-1 zoning classification than the southern half, therefore requiring larger lot sizes for an appropriate transition land use. Mr. Watkins said that the lot size

compatibility analysis completed by staff does support the rezoning to R-1 and R-1A.

Staff recommendation is for transmittal of the requested Large Scale Land Use Amendment from Suburban Estates to Low Density Residential and approval of the rezoning request from A-1 (Agriculture) to R-1 and R-1A (Single-Family Dwelling) for 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, based on staff findings.

Hugh Harling said that he concurred with staff. He showed a lot layout that will be similar to the Preliminary Subdivision Plan that he will present in the future.

No one spoke from the floor.

Commissioner Eismann made a motion to recommend transmittal of the requested Large Scale Future Land Use Amendment from SE (Suburban Estates) to LDR (Low Density Residential) and rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) for 16.34 ± acres, located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue, based on staff findings.

Commissioner Bates seconded the motion.

Commissioner Wolf asked about the lot sizes.

Mr. Watkins said that the R-1 lots will be a minimum of 8,400 square feet and the R-1A lots will be 9,000 square feet.

Mr. Harling stated that the project will be built at a density of 3.2 units per acre.

The motion passed unanimously (7 – 0).

**CELERY AVENUE AT LAKE MONROE
LARGE SCALE FUTURE LAND USE AMENDMENT
AND REZONE/HARLING, LOCKLIN & ASSOC.**

Proof of publication, as shown on page _____, calling for a public hearing to consider transmitting to the Department of Community Affairs the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and Rezone from A-1 (Agriculture) to R-1 (Single-family Dwelling) and R-1A (Single-family Dwelling) for property of 16.34+/- acres, property located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue,; Harling, Locklin & Associates, received and filed.

Austin Watkins, Senior Planner, addressed the Board to present the request, stating the Planning & Zoning Commission on July 11, 2007, voted 7 to 0 to recommend transmittal of the land use and rezoning request. Staff is also recommending the Board transmit the request to the Department of Community Affairs.

Hugh Harling, Harling, Locklin & Associates, applicant, addressed the Board to state they agree with the staff comments and he is available to answer any questions.

No one spoke in support or in opposition.

Chairman Henley acknowledged an e-mail (copy received and filed) received from Bill and Nancy Tyre in opposition to the request.

District Commissioner Carey explained the reason for the split zoning on this property.

Motion by Commissioner Carey, seconded by Commissioner McLean, to transmit to the Department of Community Affairs the requested Large Scale Future Land Use Amendment from Suburban Estates (SE) to Low Density Residential (LDR) and Rezone from A-1 (Agriculture) to R-

1 (Single-family Dwelling) and R-1A (Single-family Dwelling) of 16.34+/- acres, property located on the south side of Celery Avenue, approximately 600 feet east of Beardall Avenue,; as described in the proof of publication, Harling, Locklin & Associates, based on staff findings.

Districts 1, 2, 3, 4 and 5 voted AYE.

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Derbyshire Road Rezone from A-1 (Agriculture) to R-1AA (Single-Family Dwelling)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord

CONTACT: Ian Sikonia

EXT: 7398

MOTION/RECOMMENDATION:

1. Approve the request for a rezone from A-1 (Agriculture) to R-1AA (Single-Family Dwelling) on 0.388 acres, located on the southeast corner of Derbyshire Road and Thunder Road, and authorize the chairman to execute the rezone ordinance based on staff findings (Hugh Harling, applicant) ; or
2. Deny the request for a rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling) on 0.388 acres, located on the southeast corner of Derbyshire Road and Thunder Road and authorize the chairman to execute the denial development order. (Hugh Harling, applicant); or
3. Continue the item to a time and date certain.

District 4 Carlton D. Henley

Ian Sikonia

BACKGROUND:

The applicant, Hugh Harling, is requesting a rezone from A-1 to R-1AA in order to construct a single-family dwelling unit. The subject property is an unplatted parcel within an existing subdivision, which was the site of an old private water plant which has since been demolished. The Future Land Use designation of the subject property is LDR (Low Density Residential), which allows the requested zoning district. The Seminole County Land Development Code (LDC) provides for the application of the Weighted Method for Determining Single-Family Residential Compatibility in the Low Density Residential Future Land use designation. Staff conducted the lot size compatibility analysis, per Section 30.1380.3 of the Land Development Code and Policy FLU 2.10 of the Vision 2020 Comprehensive Plan, and determined that the analysis does support the requested rezone to R-1AA.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on November 03, 2007 and voted 6-0 unanimously to recommend Approval of the request for a rezone from A-1 (Agriculture) to R-1AA (Single-Family Dwelling) on 0.388 acres, located on the southeast corner of Derbyshire Road and Thunder Road, based on staff findings.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request for a rezone from A-1 (Agriculture) to R-1AA (Single-Family Dwelling) on 0.388 acres, located on the southeast corner of Derbyshire Road and Thunder Road, and authorize the chairman to execute the rezone ordinance based on staff findings.

ATTACHMENTS:

1. Derbyshire Staff Analysis
2. Location Map
3. Zoning and FLU Map
4. Aerial Photo
5. Derbyshire Denial DO.pdf
6. Derbyshire Rezone Ordinance.pdf
7. Derbyshire P & Z Minutes 10-03-07

Additionally Reviewed By:

County Attorney Review (Kimberly Romano)

Derbyshire Road Rezone from A-1 to R-1AA	
APPLICANT	Hugh Harling Jr., P.E.
PROPERTY OWNER	Charles W. Clayton
REQUEST	Rezone from A-1 (Agriculture) to R-1AA (Single Family Dwelling)
PROPERTY SIZE	0.388 ± acres
HEARING DATE (S)	P&Z: October 3, 2007 BCC: December 11, 2007
PARCEL ID	20-21-30-300-006A-0000
LOCATION	South East Corner of Derbyshire Road and Thunder Trl.
FUTURE LAND USE	LDR (Low Density Residential)
ZONING	R-1AA (Single Family Dwelling)
FILE NUMBER	Z2007-52
COMMISSION DISTRICT	#4 –Henley

Proposed Development:

The applicant is requesting to rezone 0.388 ± acres from A-1 (Agriculture) to R-1AA (Single Family Dwelling), in order to construct a single family dwelling unit.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested zoning district of R-1AA (Single Family Dwelling).

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (R-1AA)
Minimum Lot Size	1 acre	11,700 sq. ft.
Minimum House Size	N/A	1,300 sq. ft.
Minimum Width at Building Line	150'	90'
Front Yard Setback	50'	25'
Side Yard Setback	10'	10'
(Street) Side Yard Setback	50'	25'
Rear Yard Setback	30'	30'
Maximum Building Height	35'	35'

PERMITTED & SPECIAL EXCEPTION USES:

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Uses	A-1 (existing)	R-1AA (proposed)
Permitted Uses	Citrus or other fruit crops cultivation, production, and horticulture; truck farms; plant nurseries and greenhouses not involved with retail sales to the general public; poultry and livestock production, excluding commercial swine raising, except as otherwise provided within the district; grazing and pasturing of animals; home occupations and home offices; roadside stands for the sale of fruits, vegetables, and similar products produced on the premises, government owned or government-operated building or use, public and private elementary schools; fish hatcheries or fish pools, when approved in accordance with all applicable federal, state, and County regulations and laws; publicly owned and/or controlled parks and recreation areas; bait production; stables, barns, sheds, silos, granaries, windmills, and related agricultural structures; dairies; apiculture; silviculture including timber production; single-family dwelling and customary accessory uses; churches and structures appurtenant thereto; community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents; one (1) boat dock and one (1) associated boathouse per lot.	Single family dwelling and their customary accessory uses; one (1) boat dock and one (1) boathouse per lot when accessory and incidental to the principal dwelling; community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents; public and private elementary schools; home offices.
Special Exception Uses	Cemeteries and mausoleums; kennels including the commercial raising or breeding of dogs; hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes; public and private nursery schools, kindergartens, middle schools, high schools and colleges; temporary asphalt plants for purpose of specific public road construction; sawmills; public utility and service structures; fraternal clubs ; County and golf clubs, fishing clubs, fishing camps, marinas, gun clubs; privately owned and operated recreational facilities such as, athletic fields, stadiums, racetracks, and speedways; golf driving ranges; riding stables; airplane landing fields and helicopter ports; commercial raising of swine ; sewage disposal plants, water plants, and sanitary landfill operations; off-street parking lot. Farm worker housing; Communication towers; disposal of tree cuttings or similar organic materials; Bed and Breakfast.	Churches with their attendant educational, recreational buildings, and off-street parking; public and private middle schools and high schools; parks and recreational areas, publicly owned and operated; public utility and service structures; guest cottages; subdivision sewage treatment and water plants; Boathouses with roofs exceeding ten (10) feet above the mean-highwater line; Assisted living facilities and community residential homes housing 7-14 permanent unrelated residents (including group homes and foster care facilities) provided that the location does not create a over-concentration of such homes or substantially alter the nature and character of the area as defined in Section 419.001(3)(c), Communication towers; Private recreational facilities constructed as an accessory use to civic, fraternal, or social organizations if the existing use is located in a predominantly residential area as determined by the Planning Manager.
Minimum Lot Size	1 acre	11,700 sq. ft.

COMPATIBILITY WITH SURROUNDING PROPERTIES:

The Future Land Use designation of the surrounding properties to the north, east, south and west is LDR (Low Density Residential). The future land use designation of the property is LDR (Low Density Residential) which allows the requested R-1AA zoning

district. This parcel of land is an unplatted parcel which was the site of an old private water plant which has since been demolished. A dry stormwater detention pond that treats stormwater runoff for the adjacent subdivisions (Dommerich Woods Unit 1 and Dommerich Woods Unit 2) is also located on this parcel. Staff finds the proposed rezone consistent and compatible with the surrounding development patterns.

SITE ANALYSIS:

Floodplain Impacts:

Based on FIRM map12117C0140E, with an effective date of April 17, 1995 there appears to be no floodplains on the subject property.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on a preliminary analysis, there are not endangered and threatened wildlife on the subject property. A listed species survey will be required prior to final engineering approval.

Utilities:

The site is located in the Southeast Seminole County utility service area, and will be required to connect to public utilities. There is an 6-inch water main on the south side of Derbyshire Road, the north side of Hollyridge Trail, and the east side of Thunder Trail. Seminole County has an 8-inch gravity sanitary sewer on Derbyshire Road and Thunder Trail. The subject property is not in the ten year master plan for reclaimed water.

Transportation / Traffic:

The property is adjacent to Derbyshire Road which is classified as residential road. Derbyshire Road is not currently programmed to be improved according to the County 5-year Capital Improvement Program.

Drainage:

The site does not seem to have a defined drainage outfall. The site will have to hold the entire 25-year storm event onsite if it exceeds the impervious limits defined by SJRWMD and unless a defined outfall can be determined.

Buffers and Sidewalks:

There is an existing 5-foot sidewalk along Derbyshire Road and Hollyridge Trail.

Public Safety

The County Level-Of-Service standard for fire protection and rescue, per Policy PUB 2.1 of the Comprehensive Plan, is 5 minutes average response time. The nearest response unit to the subject property is Station #25, which is located at the Casselberry, Red Bud Lake Road. Based on an average of two minutes per mile, the average response time to the subject property is less than 5 minutes.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS:

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS:

The subject property is not located within any special district or overlay.

COMPREHENSIVE PLAN (VISION 2020):

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

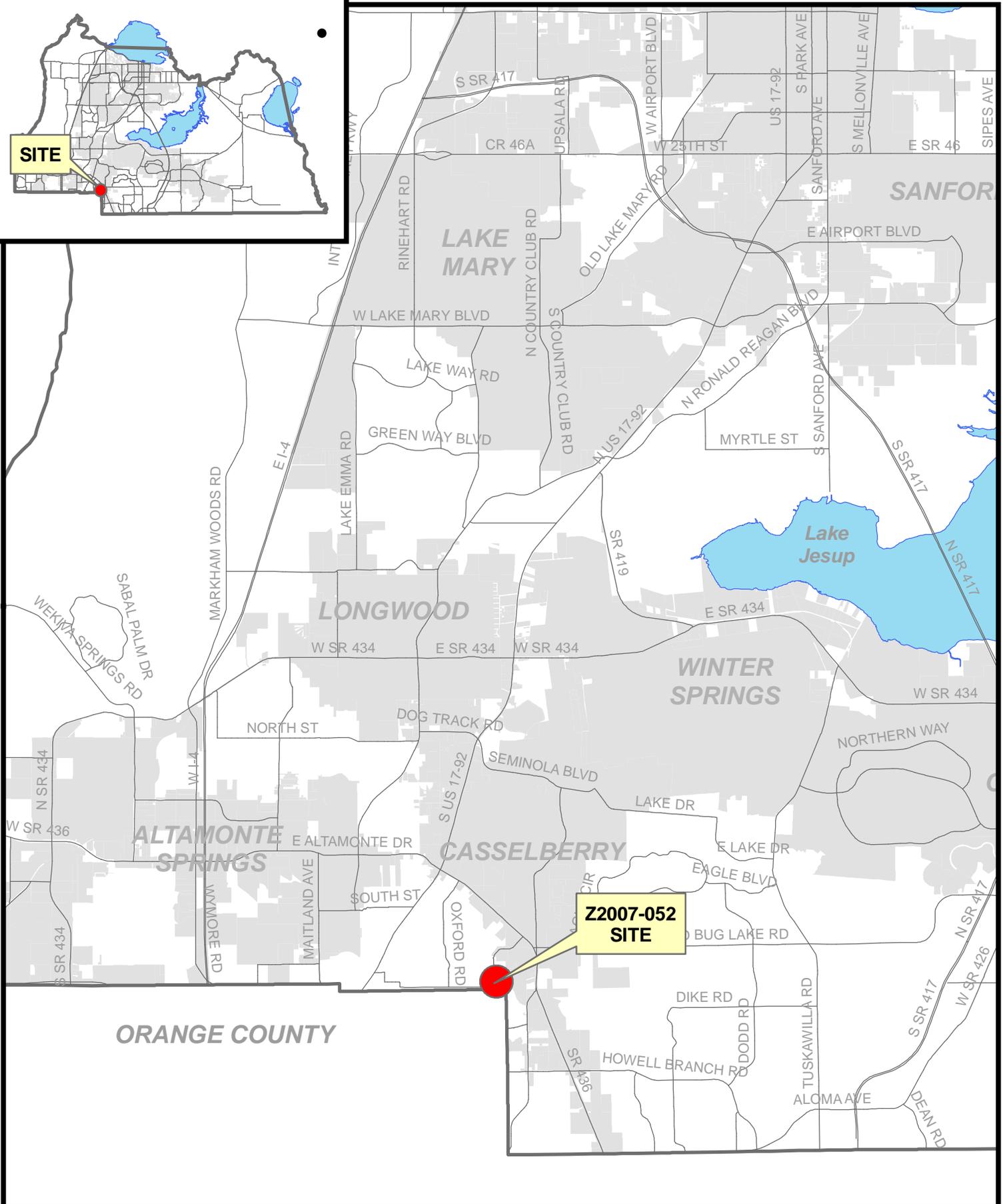
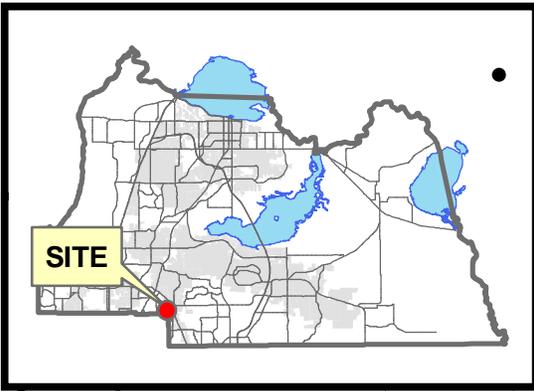
- Policy POT 4.5: Potable Water Connection
- Policy SAN 4.4: Sanitary Sewer Connection
- Policy PUB 2.1: Public Safety Level-of-Service
- Policy FLU 12.4: Relationship of Land Use to Zoning Classifications
- Policy FLU 12.5: Evaluation Criteria of Property Rights Assertions

INTERGOVERNMENTAL NOTIFICATION:

An intergovernmental notice was sent to the Seminole County School Board on September 17, 2007.

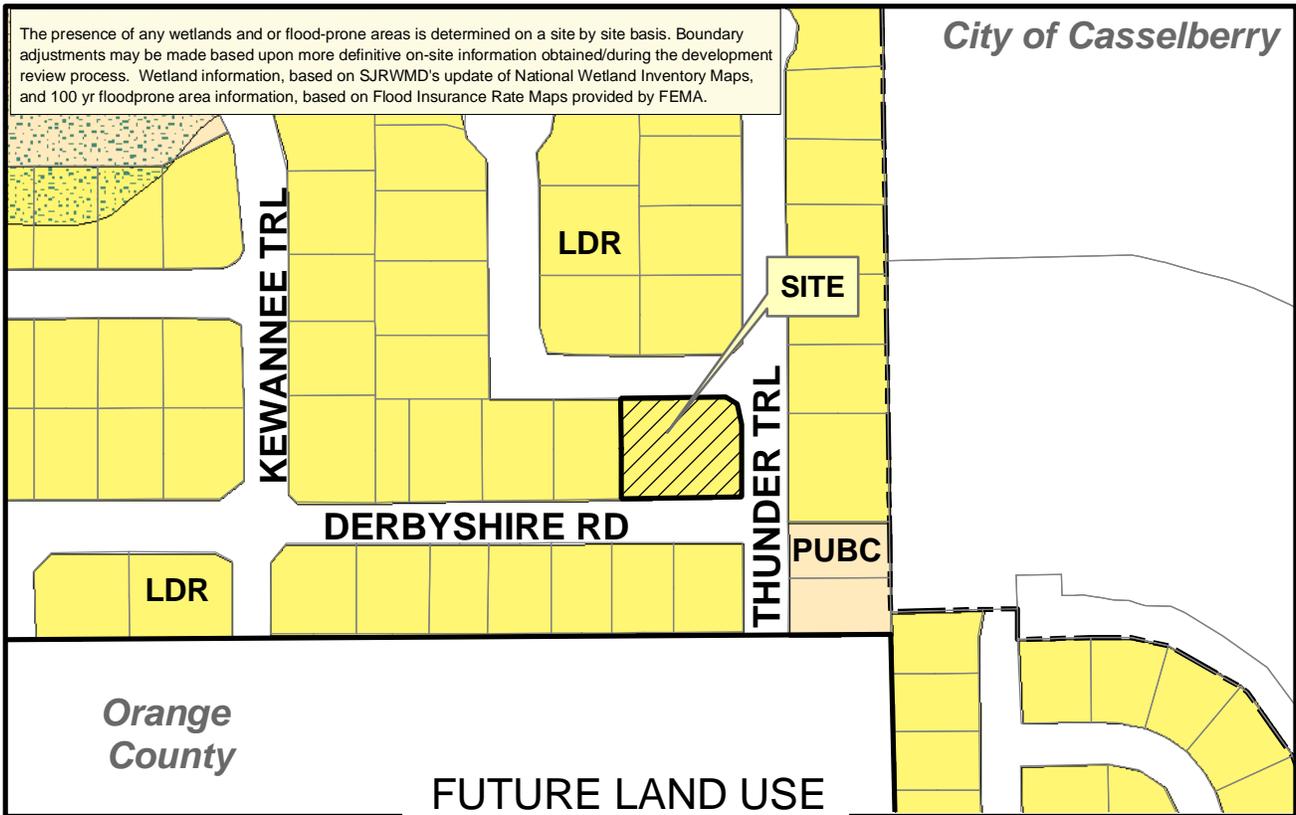
LETTERS OF SUPPORT OR OPPOSITION:

At this time, Staff has received no letters of support or opposition.



The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr flood-prone area information, based on Flood Insurance Rate Maps provided by FEMA.

City of Casselberry

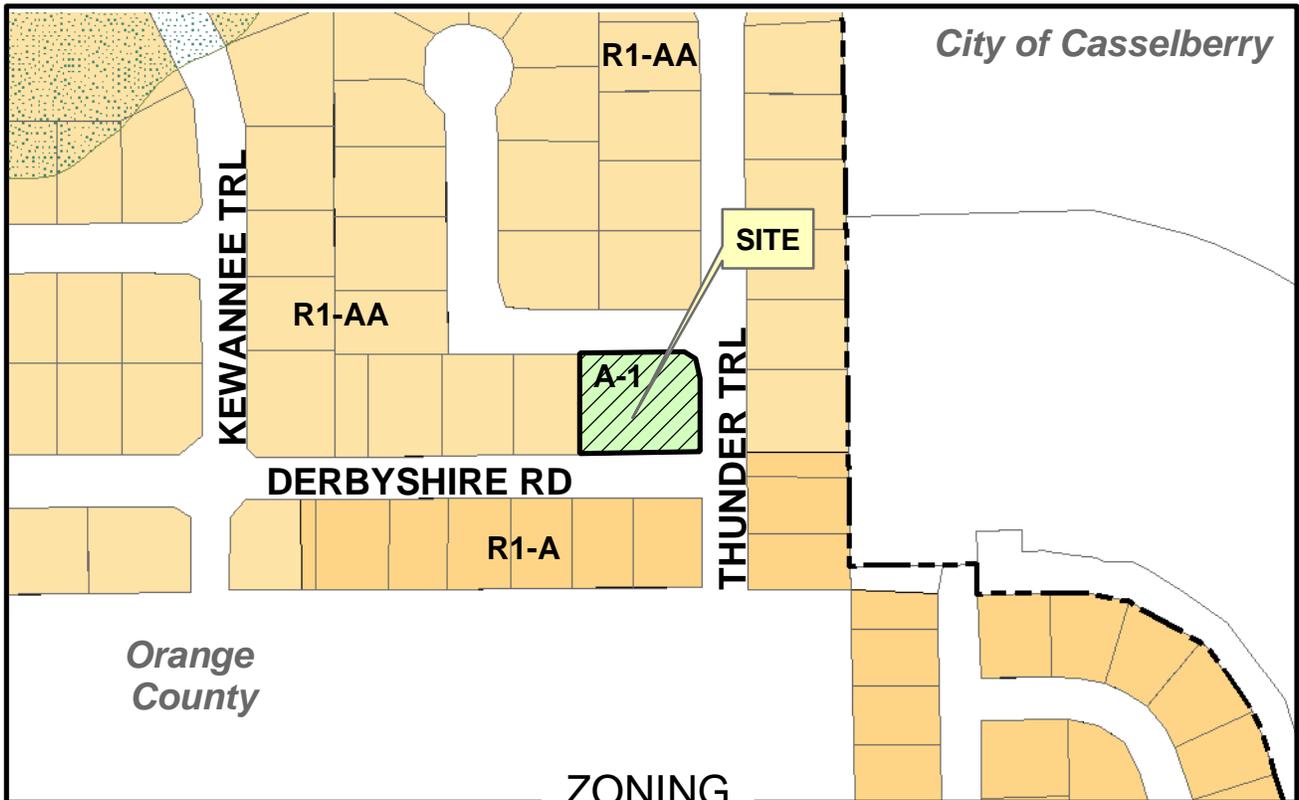


LDR
 PUBC
 Site
 CONS
 Municipality

Applicant: Charles Clayton/Hugh Harling
 Physical STR: 20-21-30-300-006A-0000
 Gross Acres: .47 +/- BCC District: 4
 Existing Use: vacant
 Special Notes: _____

	Amend/ Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-052	A-1	R-1AA

City of Casselberry



A-1
 R-1A
 R-1AA
 FP-1
 W-1



Rezone No: Z2007-052
From: A-1 To: R-1AA

 Parcel

 Subject Property



Winter 2006 Color Aerials

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On December 11, 2007, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Charles W. Clayton, CCCH Derbyshire Property, LLC

Project Name: Derbyshire Road Rezone

Requested Development Approval: The applicant is requesting to rezone .388 ± acres located on the southeast corner of Derbyshire Road and Thunder Trail, from A-1 (Agriculture) to R-1AA (Single-Family Dwelling), in order to develop a single-family dwelling.

The Board of County Commissioners has determined that the rezone request from A-1 (Agriculture) to R-1AA (Single-Family Dwelling) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "Derbyshire Road Rezone" and all evidence submitted at the public hearing on December 11, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from A-1 (Agriculture) to R-1AA (Single-Family Dwelling) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Brenda Carey, Chairman

EXHIBIT "A"

LEGAL DESCRIPTION

20-21-30-300-006A-0000

From the Southeast corner of the Southeast quarter of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run $N00^{\circ}11'45''W$ along the East line of said Southeast quarter, a distance of 186.00 feet to the North right-of-way line of Derbyshire Road, as recorded in O.R. Book 308, Pages 435 and 436, Public Records of Seminole County, Florida; run thence West, along said North right-of-way line, 180.00 feet to a point of beginning on the Northerly projection of the West right-of-way line of Thunder Trail, run thence further West, along said North right-of-way line 169.50 feet; thence North 130 feet; thence East 169.06 feet to the aforesaid Northerly projection of the West right-of-way line of Thunder Trail; run thence $S00^{\circ}11'45''E$, along said Northerly projection, 130 feet to the Point of Beginning, containing 22,006 square feet, more or less subject to restrictions of record.

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE R-1AA (SINGLE-FAMILY DWELLING) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "Derbyshire Road Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to R-1AA (Single-Family Dwelling):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not

be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 11th day of December 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey
Chairman

EXHIBIT A
LEGAL DESCRIPTION

20-21-30-300-006A-0000

From the Southeast corner of the Southeast quarter of Section 20, Township 21 South, Range 30 East, Seminole County, Florida, run N00°11'45"W along the East line of said Southeast quarter, a distance of 186.00 feet to the North right-of-way line of Derbyshire Road, as recorded in O.R. Book 308, Pages 435 and 436, Public Records of Seminole County, Florida; run thence West, along said North right-of-way line, 180.00 feet to a point of beginning on the Northerly projection of the West right-of-way line of Thunder Trail, run thence further West, along said North right-of-way line 169.50 feet; thence North 130 feet; thence East 169.06 feet to the aforesaid Northerly projection of the West right-of-way line of Thunder Trail; run thence S00°11'45"E, along said Northerly projection, 130 feet to the Point of Beginning, containing 22,006 square feet, more or less subject to restrictions of record.

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY
PLANNING AND ZONING COMMISSION**

OCTOBER 3, 2007

Members present: Matthew Brown, Dudley Bates, Ben Tucker, Walt Eismann, Melanie Chase, and Kim Day.

Member absent: Rob Wolf

Also present: Tina Williamson, Acting Planning Manager; Herman Wright, Principal Planner; Austin Watkins, Senior Planner; Jim Potter, Senior Engineer; Kathy Furey-Tran, Assistant County Attorney; and Candace Lindlaw-Hudson, Clerk to the Commission.

2667 Derbyshire Rd Rezone; Hugh Harling, applicant; 0.388 acres. Rezone A-1 (Agriculture) to R-1AA (SFR Family Residential); located on the southeast corner of Derbyshire Road and Thunder Road. (Z2007-52)
Commissioner Henley – District 4
Herman Wright, Principal Planner

Herman Wright introduced the application for a rezoning of property which was the former location of a water plant, now removed from the site. The future land use designation of the property is Low Density Residential (LDR), which allows the requested zoning. A lot size compatibility analysis performed for the site supports the requested zoning, finding it consistent with the surrounding properties. Staff recommendation is for approval of the request subject to the findings in the staff report.

Hugh Harling stated that the property had been a water plant which had been phased out and removed from the site. Mr. Harling said that the property owner wants to bring the property into step with the character of the neighborhood by giving it a residential zoning. He concurs with staff comments.

No one spoke in favor of the application.

Brian Garvey lives at 1249 Holly Ridge Trail. He has lived there for 20 years and is a licensed professional engineer, specializing in stormwater management. Mr. Garvey stated that there are two adjacent subdivisions to the property: Dommerich Unit One and Dommerich Unit Two. Mr. Garvey displayed the development plan for Dommerich Unit One, showing a retention pond for Dommerich Woods Unit One on the property as part of their stormwater management plan. Even though the property is not on the plat, it is integral to the stormwater management for Dommerich Woods Unit One. He also displayed the

engineering drawings for Dommerich Woods Unit Two, showing an enlarged retention area and drainage easement 100 feet by 130 feet on the subject parcel to accommodate the retention pond there. Mr. Garvey showed the engineering plans overlaid on the aerial photo. The parcel is 170 feet wide by 130 feet in the north – south direction. On the side is a 100 feet by 130 feet drainage easement for the retention pond. The pond was never constructed to the size shown on the engineering plan. It was designed to have a storage volume of 0.39 acre feet. What was actually constructed by the developer was a pond that was half the required size, at 0.2 acre feet. When you subtract out the drainage easement, you are left with 69 feet of developable land on the site. That is significantly less than the minimum required for R-1AA zoning. The 69-foot width is less than the 90-foot minimum for R-1AA. Mr. Garvey asked how staff could approve of this plan presented tonight, when the land is included in the Dommerich Woods original development plan. He is concerned that the stormwater retention plan of old will disappear. He showed a picture of a lot that is designated for stormwater retention for Dommerich Woods Unit One which is not being used as such. Mr. Garvey said that the County spends a lot of money engineering and re-engineering water retention and management. If this is approved, the County will lose stormwater management area that they should have. Mr. Garvey said that the pond needs to a provision for ongoing maintenance and should be brought up to current code for the two developments. For those reasons, Mr. Garvey is opposed to the request.

David Harper said that his mother owns the property at 2674 Derbyshire. He said that one house would have a no negative impact. There has always been a sewer problem in the neighborhood. This will overload the already weak sewer system. He is concerned about the impact on the sewer system.

Hugh Harling stated that he knew about the old water plant that had been there. A 20-foot drainage easement on a lot of this size is acceptable. That would give a 60-foot wide pad with a 10-foot side yard setback on the other side. He will have to look into the drainage – retention issue. There may be room to do both retention plans. The sidewalk will be replaced. The sewer will tie in as far downstream as possible. There had been lift station problems in the area which were addressed along with a problem with lack of appropriate fall. Mr. Harling said that the County will not let him construct anything that is not up to code. Having a 60-foot pad on a 90-foot lot with a 10-foot side yard setback on one side and a 20-foot setback as part of the drainage easement on the other side will meet the 90-foot building line width requirement.

Jim Potter of the Development Review Division stated that there is nothing in the Code to address the stormwater pond as far as the rezone goes. The other issues would be addressed at the time of final engineering, including the pond being constructed according to the original plans. The pond could perhaps be squared off to make it more appealing on the site. Mr. Potter said that they

would work with the applicant to see if at least one single-family house can be built there.

Commissioner Chase made a motion to recommend approval of the request for a Rezone A-1 (Agriculture) to R-1AA (SFR Family Residential) located on the southeast corner of Derbyshire Road and Thunder Road.

Commissioner Bates seconded the motion.

Commissioner Eismann asked about the engineering questions.

Chairman Brown said that in a straight rezone there can be no conditions. The Development Review committee will address the engineering issues.

The motion passed unanimously (6 -0).

Respectfully submitted,

**Candace Lindlaw-Hudson
Clerk to the Commission**

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: W. Chapman Road Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale)

DEPARTMENT: Planning and Development **DIVISION:** Planning

AUTHORIZED BY: Dori DeBord **CONTACT:** Tina Williamson **EXT:**

MOTION/RECOMMENDATION:

1. Approve the request for a rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) for 11.26 + acres, located south of W. Chapman Road and east of State Road 417, approximately 220 feet west of Tatra Street and authorize the Chairman to execute the rezone ordinance, based on staff findings (Terra Engineering/Rashad H. Jamalabad); or
2. Deny the request for a rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) for 11.26 + acres, located south of W. Chapman Road and east of State Road 417, approximately 220 feet west of Tatra Street and authorize the Chairman to execute the Denial Development Order (Terra Engineering/Rashad H. Jamalabad); or
3. Continue the item to a time and date certain.

District 1 Bob Dallari

Tina Williamson

BACKGROUND:

The applicant is requesting a rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale), in order to operate a boat/truck/RV rental facility, a warehouse and a truck repair/storage facility. These uses are allowed within the C-3 (General Commercial & Wholesale) zoning district. The Future Land Use Designation of the subject property is Industrial (IND) which allows the requested zoning district.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission met on November 07, 2007 and voted 4-0 to recommend denial of the request for a rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on 11.26 + acres, located south of W. Chapman Road and east of State Road 417, 220 feet west of Tatra Street.

STAFF RECOMMENDATION:

Staff recommends the Board approve the request for a rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) on 11.26 ± acres, located south of W. Chapman Road and east of State Road 417, approximately 220 feet west of Tatra Street, and authorize the Chairman to execute the rezone ordinance, based on staff findings .

ATTACHMENTS:

1. Staff Analysis
2. Location Map
3. Zoning and FLU Map
4. Aerial Photo
5. Ordinance
6. Denial Development Order
7. LPA P and Z Meeting Minutes

Additionally Reviewed By:

County Attorney Review (Kathleen Furey-Tran)

W. Chapman Road

Rezone from A-1 to C-3

APPLICANT	Terra Engineering / Rashad H. Jamalabad	
PROPERTY OWNER	Chuck Blankenship	
REQUEST	Rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale)	
PROPERTY SIZE	11.26 ± acres	
HEARING DATE (S)	P&Z: November 07, 2007	BCC: December 13, 2007
PARCEL ID	16-21-31-5CA-000-0510 and 16-21-31-5CA-000-0540	
LOCATION	South of W. Chapman Road and east of State Road 417, 220 feet west of Tatra Street.	
FUTURE LAND USE	IND (Industrial)	
ZONING	A-1 (Agriculture)	
FILE NUMBER	Z2007-48	
COMMISSION DISTRICT	#1 – Dallari	

Proposed Development:

The applicant is proposing to develop two parcels. The uses proposed are a boat/truck/RV rental facility, a warehouse and a truck repair/storage facility.

ANALYSIS OVERVIEW:

ZONING REQUEST

The following table depicts the minimum regulations for the current zoning district of A-1 (Agriculture) and the requested zoning district of C-3 (General Commercial & Wholesale):

DISTRICT REGULATIONS	Existing Zoning (A-1)	Proposed Zoning (C-3)
Minimum Lot Size	43,560 sq. ft.	N/A
Minimum House Size	N/A	N/A
Minimum Width at Building Line	150'	N/A
Front Yard Setback	50'	25'
Side Yard Setback	10'	0' *
(Street) Side Yard Setback	50'	25'
Rear Yard Setback	30'	10' *
Maximum Building Height	35'	35'

* UNLESS A SIDE LOT LINE AND REAR LOT LINE ARE ABUTTING PROPERTY ASSIGNED RESIDENTIAL ZONING. PLEASE REFER TO SC LDC SECTION 30.1228

PERMITTED & SPECIAL EXCEPTION USES:

The following table depicts the permitted and special exception uses within the existing and proposed zoning districts:

Uses	A-1 (existing)	C-3 (proposed)
Permitted Uses	Single-family detached, agricultural uses such as citrus or other fruit crops cultivation, production and horticulture, truck farms, plant nurseries and greenhouses not involved with retail sales to the general public, silva culture, public and private elementary schools, publicly owned and/or controlled parks and recreation areas, bait production, stables, barns, single-family dwelling and customary accessory uses including one (1) guesthouse or cottage, docks and boathouses, churches and structures appurtenant thereto, community residential homes (group homes and foster care facilities) housing six (6) or fewer permanent unrelated residents.	Any uses permitted in the C-2 District excluding public or private elementary schools, middle schools and high schools. Bakeries, bottling and distribution plants, cold storage and frozen foodlockers, contractors' equipment-storage yards, feed stores, greenhouses-wholesale, industrial trade schools, laundry and dry-cleaning plants, lithography and publishing plants, lumber yards, machinery sales and storage, mechanical garages, bus, cab and truck repair, and storage, paint and body shops, plumbing shops, trade shops, such as, upholstery, metal, cabinet, warehouses, wholesale meat and produce distribution with meat cutting, but not butchering, communication towers when camouflage in design, communication towers when monopole in design if the tower is under one hundred forty (140) feet in height.
Special Exception Uses	Special Exception such as cemeteries and mausoleums, kennels including the commercial raising or breeding of dogs, hospitals, sanitariums and convalescent homes, veterinary clinics and assisted living facilities and group homes, public and private nursery schools, kindergartens, middle schools, high schools and colleges, public utility and service structures, fishing camps, marinas, gun clubs, or similar enterprises or clubs making use of land with nominal impacts to natural resources, privately owned and operated recreational facilities open to the paying public, such as athletic fields, stadium, racetracks, and speedways, golf driving ranges, riding stables, water plants, and sanitary landfill operations, off-street parking lots, farm worker housing, mobile homes, retail nurseries, landscaping contractors as an accessory use to a wholesale nursery or wholesale tree farm, communication towers, bed and breakfast establishments.	Living quarters in conjunction with a commercial use to be occupied by the owner or operator of the business or an employee, public utility structures, service stations and gas pumps as an accessory use, hospitals and nursing homes, public and private schools, communication towers when lattice or guyed in design, communication towers when monopole in design if the tower is over one hundred forty (140) feet in height, parking of semi-tractor trailers and cargo trailer boxes in rural areas for the sale of feed, hay, or other agricultural products when such products are offered for retail sale from said trailer and when the trailer is located outside of the urban/rural boundary. Trailers must be mobile and used on an interim basis until exchanged for a like trailer, flea markets..
Minimum Lot Size	1-Acre	N/A

COMPATIBILITY WITH SURROUNDING PROPERTIES:

The Future Land Use designation of the surrounding properties to the east, west and south of the subject parcels is Industrial (IND). Property to the north of Chapman Road has a Medium Density Residential (MDR) Future Land Use designation. The properties to the north, south, east and west of the subject

property are currently zoned A-1 (Agriculture). The Future Land Use designation of the subject property is Industrial (IND) which allows the requested C-3 (General Commercial & Wholesale) zoning district. Staff finds the proposed rezone is consistent and compatible with the surrounding development patterns.

SITE ANALYSIS:

ENVIRONMENTAL IMPACTS:

Floodplain Impacts:

Based on the FIRM map, with an effective date of 1995, the subject property appears to be outside the 100-year flood plain.

Wetland Impacts:

Based on preliminary aerial photo and County wetland map analysis, there appears to be no wetlands on the subject property.

Endangered and Threatened Wildlife:

Based on preliminary analysis, there may be threatened and endangered species on the site. A threatened and endangered species survey will be required prior to Final Engineering approval.

PUBLIC FACILITY IMPACTS:

Rule 9J-5.0055(3)(c)1-2, Florida Administrative Code, requires that adequate public facilities and services be available concurrent with the impacts of development. The subject property will be required to undergo Concurrency Review prior to Final Engineering approval.

Utilities:

The site is located in the Southeast Seminole County service area. Capacity availability for this project will be determined during the Concurrency process. Seminole County has a 30-inch water main on West Chapman Road and a 16-inch force main on the east side of West State Road 426. The subject properties are in the ten-year master plan for reclaimed water. A separate reclaimed water utility system is required. This system will be charged by a temporary jumper from the potable water main and must be connected to reclaimed water when it becomes available.

Transportation / Traffic:

The parcels are adjacent to Chapman Road which is classified as a local road. Chapman Road is not currently programmed to be improved according to the County 5-year Capital Improvement Program.

Drainage:

The proposed project is located within the Howell Creek Drainage Basin, and has limited or no downstream capacity. The site will have to be designed to hold the 25-year, 24-hour storm event onsite at the time of Final Engineering.

Parks, Recreation and Open Space:

The minimum 25% open space will be required by the Seminole County Land Development Code Section 30.1344

Buffers and Sidewalks:

A 5' ft. sidewalk will be required along Chapman Road. The subject property is not adjacent to residential zoning or Future Land Use, therefore, Active/Passive buffers will not apply.

APPLICABLE POLICIES:

FISCAL IMPACT ANALYSIS:

This project does not warrant running the County Fiscal Impact Analysis Model.

SPECIAL DISTRICTS:

The subject property is not located within any special district or overlay.

COMPREHENSIVE PLAN (VISION 2020):

The County's Comprehensive Plan is designed to preserve and enhance the public health, safety and welfare through the management of growth, provision of adequate public services and the protection of natural resources.

The proposed project is consistent with the following list of policies (there may be other provisions of the Comprehensive Plan that apply that are not included in this list):

Policy POT 4.5: Potable Water Connection
Policy SAN 4.4: Sanitary Sewer Connection
Policy PUB 2.1: Public Safety Level-of-Service

INTERGOVERNMENTAL NOTIFICATION:

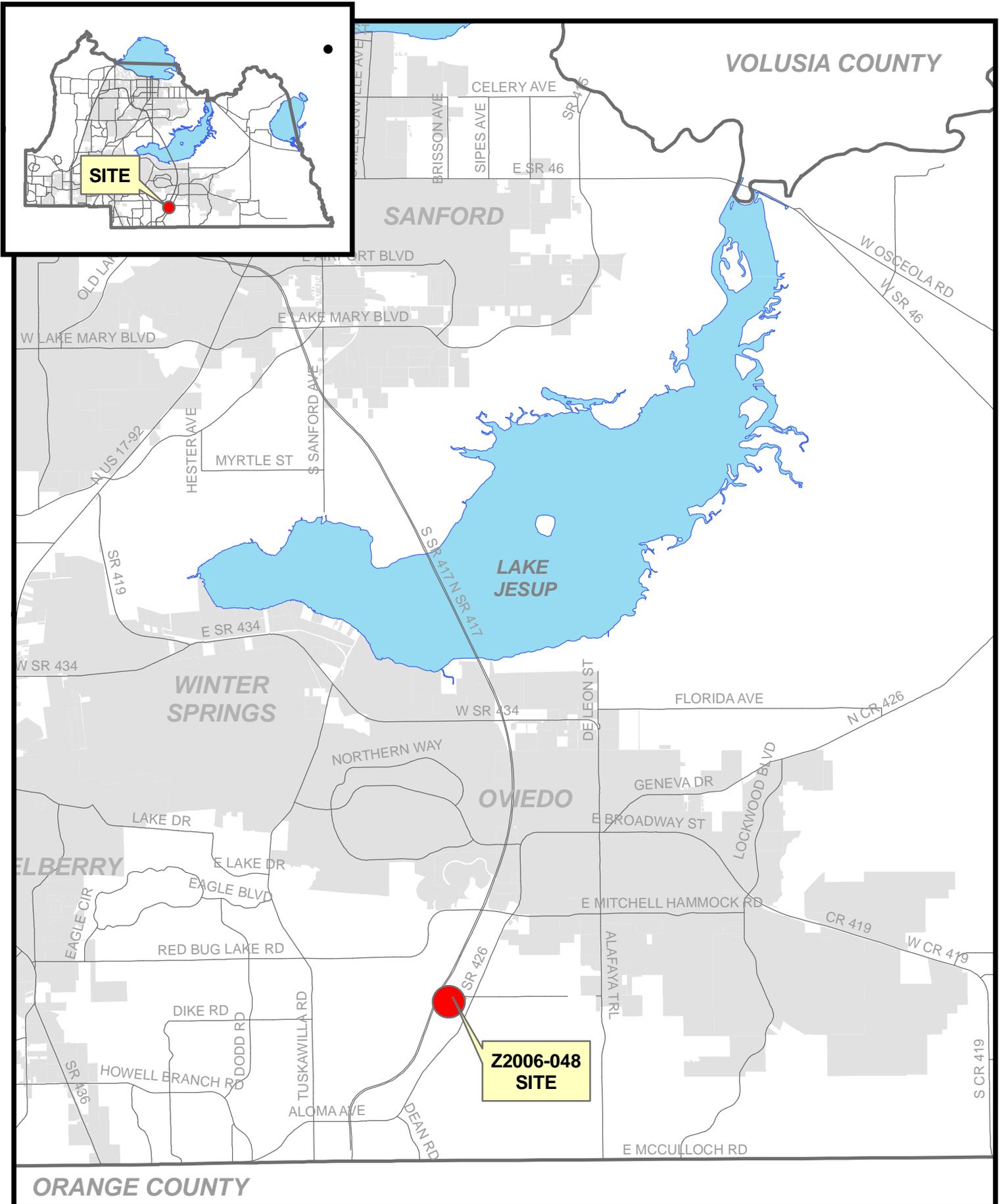
An intergovernmental notice is not required for this development, it is not adjacent to any other municipality and will not impact schools.

LETTERS OF SUPPORT OR OPPOSITION:

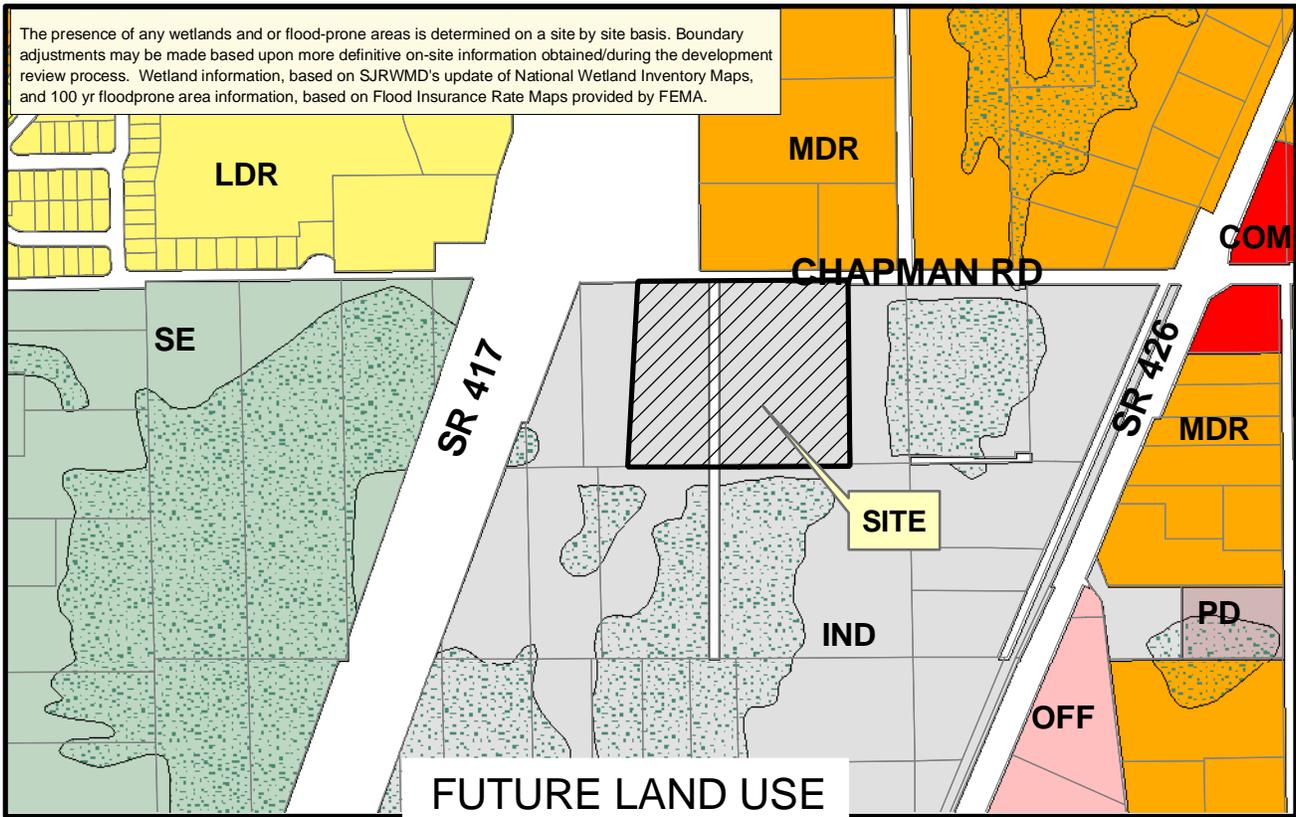
At this time, Staff has received no letters of support or opposition.

STAFF RECOMMENDATION:

Staff recommends APPROVAL of the request for a rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) for 11.26 ± acres, located south of W. Chapman Road and east of State Road 417, 220 feet west of Tatra Street, based on staff findings.

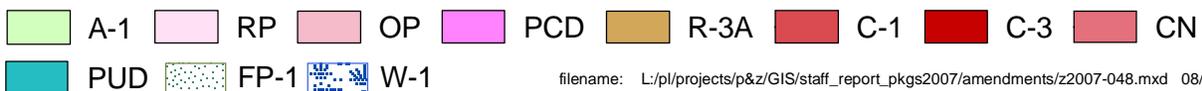
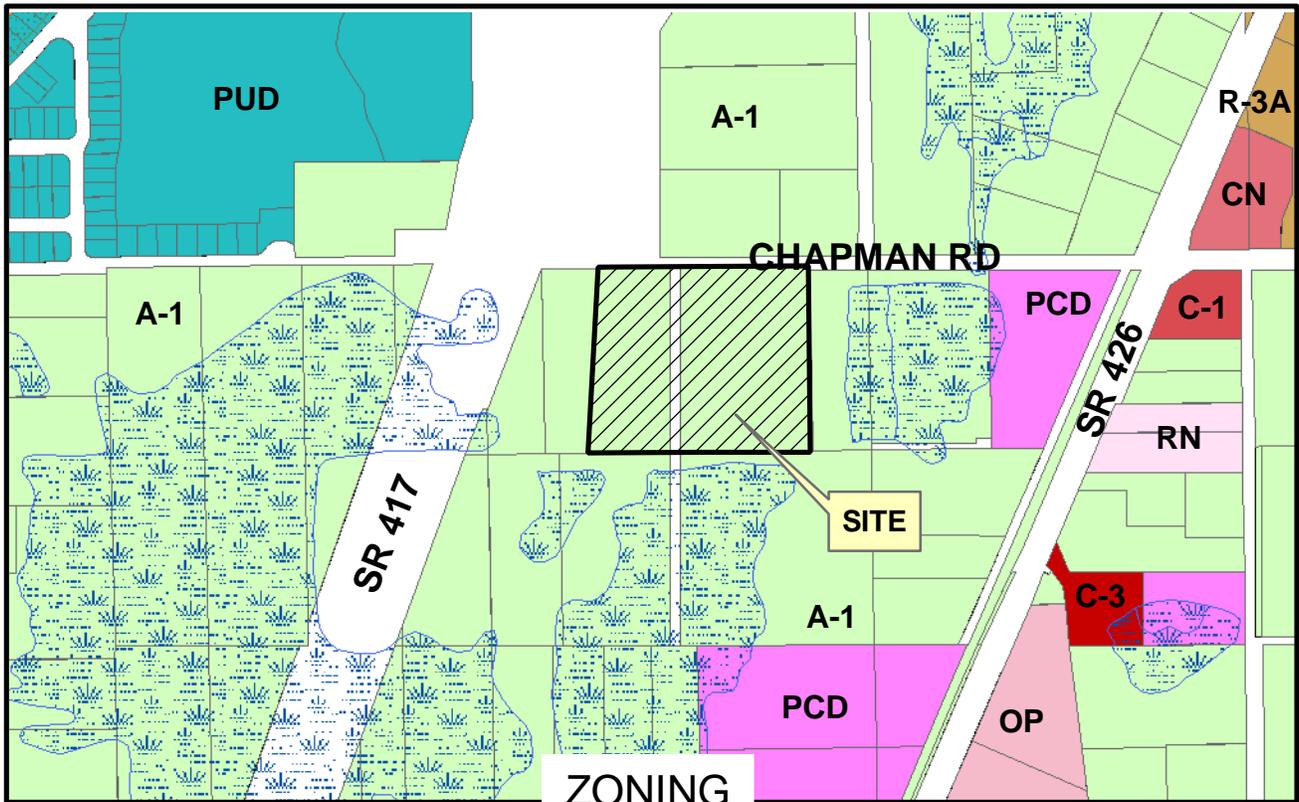


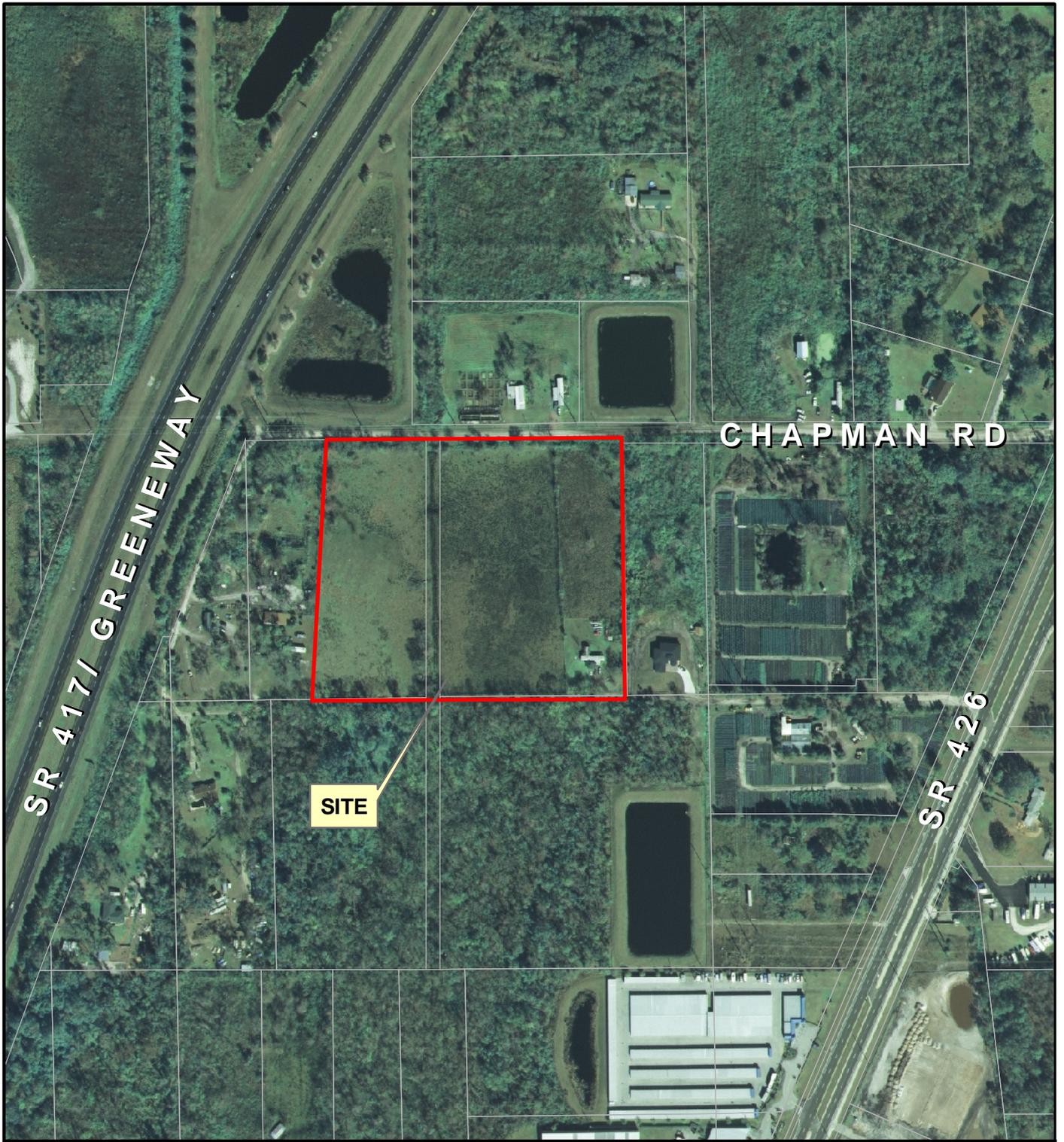
The presence of any wetlands and or flood-prone areas is determined on a site by site basis. Boundary adjustments may be made based upon more definitive on-site information obtained/during the development review process. Wetland information, based on SJRWMD's update of National Wetland Inventory Maps, and 100 yr floodprone area information, based on Flood Insurance Rate Maps provided by FEMA.



Applicant: Rashid Jamalabad
 Physical STR: 16-21-31-5CA-0000-0510, 051A, 0540
 Gross Acres: 11.26 +/- BCC District: 1
 Existing Use: Residential, Vacant
 Special Notes:

	Amend/Rezone#	From	To
FLU	--	--	--
Zoning	Z2007-048	A-1	C-3





Rezone No: Z2007-048
From: A-1 To: C-3

-  Parcel
-  Subject Property



Winter 2006 Color Aerials

AN ORDINANCE AMENDING, PURSUANT TO THE LAND DEVELOPMENT CODE OF SEMINOLE COUNTY, THE ZONING CLASSIFICATIONS ASSIGNED TO CERTAIN PROPERTY LOCATED IN SEMINOLE COUNTY (LEGAL DESCRIPTION ATTACHED AS EXHIBIT); ASSIGNING CERTAIN PROPERTY CURRENTLY ASSIGNED THE A-1 (AGRICULTURE) ZONING CLASSIFICATION THE C-3 (GENERAL COMMERCIAL & WHOLESALE) ZONING CLASSIFICATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR EXCLUSION FROM CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA:

Section 1. LEGISLATIVE FINDINGS.

(a) The Board of County Commissioners hereby adopts and incorporates into this Ordinance as legislative findings the contents of the documents titled "West Chapman Road Rezone."

(b) The Board hereby determines that the economic impact statement referred to by the Seminole County Home Rule Charter is unnecessary and waived as to this Ordinance.

Section 2. REZONINGS. The zoning classification assigned to the following described property is changed from A-1 (Agriculture) to C-3 (General Commercial & Wholesale):

SEE ATTACHED EXHIBIT A

Section 3. EXCLUSION FROM CODIFICATION. It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall not be codified.

Section 4. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, it is the intent of the Board of County Commissioners that the invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. EFFECTIVE DATE. A certified copy of this Ordinance shall be provided to the Florida Department of State by the Clerk of the Board of County Commissioners in accordance with Section 125.66, Florida Statutes, and this Ordinance shall be effective upon filing a copy of this Ordinance with the Florida Department of State by the Clerk of the Board of County Commissioners.

ENACTED this 11th day of December 2007.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
Brenda Carey, Chairman

**EXHIBIT A
LEGAL DESCRIPTION**

PARCEL B:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 51, SLAVIA COLONY CO.S, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE RUN N89°D44'37"E ALONG THE SOUTH LINE OF SAID LOT 51 A DISTANCE OF 350.98 FEET TO THE POINT OF BEGINNING; THENCE RUN THENCE RUN N03°D06'02"E A DISTANCE OF 649.99 FEET TO A POINT ALONG THE NORTH LINE OF SAID LOT 51; THENCE RUN N89°D41'39"E ALONG THE NORTH LINE OF SAID LOT 51 A DISTANCE OF 183.51 FEET; THENCE DEPARTING THE SAID NORTH LINE RUN S00°D44'08"E A DISTANCE OF 649.05 FEET TO A POINT ALONG THE SOUTH LINE OF SAID LOT 51; THENCE RUN S89°D44'37"W ALONG THE SOUTH LINE OF SAID LOT 51 A DISTANCE OF 227.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 133,197 SQ. FT. OR 3.058 ACRES MORE OR LESS.

PARCEL C:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 51, SLAVIA COLONY CO.S, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE RUN N89°D44'37"E ALONG THE SOUTH LINE OF SAID LOT 51 A DISTANCE OF 577.98 FEET TO THE POINT OF BEGINNING; THENCE RUN THENCE RUN N00°D44'08"W A DISTANCE OF 649.05 FEET TO A POINT ALONG THE NORTH LINE OF SAID LOT 51; THENCE RUN N89°D41'39"E ALONG THE NORTH LINE OF LOT 51 AND THE NORTH LINE OF LOT 54 OF AFORESAID PLAT OF SLAVIA COLONY CO.S A DISTANCE OF 275.00 FEET; THENCE DEPARTING THE SAID NORTH LINE RUN S00°D44'07"E A DISTANCE OF 649.29 FEET TO A POINT ALONG THE SOUTH LINE OF SAID LOT 54; THENCE RUN S89°D44'37"W ALONG THE SOUTH LINE OF SAID LOT 54 AND SAID LOT 51 A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 178,516 SQ. FT. OR 4.098 ACRES MORE OR LESS.

PARCEL D:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 51, SLAVIA COLONY CO.S, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE RUN N89°D44'37"E ALONG THE SOUTH LINE OF SAID LOT 51 AND THE NORTH LINE OF LOT 54 OF AFORESAID PLAT OF SLAVIA COLONY CO.S A DISTANCE OF 852.97 FEET TO THE POINT OF BEGINNING; THENCE RUN THENCE RUN N00°D44'07"W A DISTANCE OF 649.29 FEET TO A POINT ALONG THE NORTH LINE OF SAID LOT 54; THENCE RUN N89°D41'39"E ALONG THE NORTH LINE OF SAID LOT 54 A DISTANCE OF 275.00 FEET; THENCE DEPARTING THE SAID NORTH LINE RUN S00°D44'07"E ALONG A LINE 201.19 FEET WEST AND PARALLEL TO THE EAST LINE OF SAID LOT 54 A DISTANCE OF 649.53 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 54; THENCE RUN S89°D44'37"W ALONG THE SOUTH LINE OF SAID LOT 54 A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 178,582 SQ. FT. OR 4.100 ACRES MORE OR LESS.

Z2007-048

DEVELOPMENT ORDER #07-20000009

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On December 11, 2007, Seminole County issued this Denial Development Order relating to and touching and concerning the following property described in the attached legal description as Exhibit "A".

Property Owner(s): Chuck Blankenship

Project Name: West Chapman Road Rezone

Requested Development Approval: The applicant is requesting a rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) for parcel IDs 16-21-31-5CA-0000-0510 and a portion of 16-21-31-5CA-0000-0540.

The Board of County Commissioners has determined that the rezone request from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) is not compatible with the surrounding area and could not be supported.

After fully considering staff analysis titled "West Chapman Road Rezone" and all evidence submitted at the public hearing on December 11, 2007, regarding this matter the Board of County Commissioners have found, determined and concluded that the requested rezone from A-1 (Agriculture) to C-3 (General Commercial & Wholesale) should be denied.

ORDER

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

The aforementioned application for development approval is **DENIED**.

Done and Ordered on the date first written above.

**SEMINOLE COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Brenda Carey, Chairman

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL B:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 51, SLAVIA COLONY CO.S, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE RUN N89% $\text{D}44^{\circ}37'$ E ALONG THE SOUTH LINE OF SAID LOT 51 A DISTANCE OF 350.98 FEET TO THE POINT OF BEGINNING; THENCE RUN THENCE RUN N03% $\text{D}06^{\circ}02'$ E A DISTANCE OF 649.99 FEET TO A POINT ALONG THE NORTH LINE OF SAID LOT 51; THENCE RUN N89% $\text{D}41^{\circ}39'$ E ALONG THE NORTH LINE OF SAID LOT 51 A DISTANCE OF 183.51 FEET; THENCE DEPARTING THE SAID NORTH LINE RUN S00% $\text{D}44^{\circ}08'$ E A DISTANCE OF 649.05 FEET TO A POINT ALONG THE SOUTH LINE OF SAID LOT 51; THENCE RUN S89% $\text{D}44^{\circ}37'$ W ALONG THE SOUTH LINE OF SAID LOT 51 A DISTANCE OF 227.00 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 133,197 SQ. FT. OR 3.058 ACRES MORE OR LESS.

PARCEL C:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 51, SLAVIA COLONY CO.S, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE RUN N89% $\text{D}44^{\circ}37'$ E ALONG THE SOUTH LINE OF SAID LOT 51 A DISTANCE OF 577.98 FEET TO THE POINT OF BEGINNING; THENCE RUN THENCE RUN N00% $\text{D}44^{\circ}08'$ W A DISTANCE OF 649.05 FEET TO A POINT ALONG THE NORTH LINE OF SAID LOT 51; THENCE RUN N89% $\text{D}41^{\circ}39'$ E ALONG THE NORTH LINE OF LOT 51 AND THE NORTH LINE OF LOT 54 OF AFORESAID PLAT OF SLAVIA COLONY CO.S A DISTANCE OF 275.00 FEET; THENCE DEPARTING THE SAID NORTH LINE RUN S00% $\text{D}44^{\circ}07'$ E A DISTANCE OF 649.29 FEET TO A POINT ALONG THE SOUTH LINE OF SAID LOT 54; THENCE RUN S89% $\text{D}44^{\circ}37'$ W ALONG THE SOUTH LINE OF SAID LOT 54 AND SAID LOT 51 A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 178,516 SQ. FT. OR 4.098 ACRES MORE OR LESS.

PARCEL D:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 51, SLAVIA COLONY CO.S, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 71, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA. THENCE RUN N89% $\text{D}44^{\circ}37'$ E ALONG THE SOUTH LINE OF SAID LOT 51 AND THE NORTH LINE OF LOT 54 OF AFORESAID PLAT OF SLAVIA COLONY CO.S A DISTANCE OF 852.97 FEET TO THE POINT OF BEGINNING; THENCE RUN THENCE RUN N00% $\text{D}44^{\circ}07'$ W A DISTANCE OF 649.29 FEET TO A POINT ALONG THE NORTH LINE OF SAID LOT 54; THENCE RUN N89% $\text{D}41^{\circ}39'$ E ALONG THE NORTH LINE OF SAID LOT 54 A DISTANCE OF 275.00 FEET; THENCE DEPARTING THE SAID NORTH LINE RUN S00% $\text{D}44^{\circ}07'$ E ALONG A LINE 201.19 FEET WEST AND PARALLEL TO THE EAST LINE OF SAID LOT 54 A DISTANCE OF 649.53 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 54; THENCE RUN S89% $\text{D}44^{\circ}37'$ W ALONG THE SOUTH LINE OF SAID LOT 54 A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 178,582 SQ. FT. OR 4.100 ACRES MORE OR LESS.

**MINUTES FOR THE SEMINOLE COUNTY
LAND PLANNING AGENCY/PLANNING AND ZONING COMMISSION
NOVEMBER 7, 2007**

Members present: Melanie Chase, Ben Tucker, Matthew Brown, and Kim Day

Members absent: Walt Eismann, Rob Wolf, and Dudley Bates

Also present: Tina Williamson, Acting Planning Manager; Dori DeBord, Director of Planning and Development; Herman Wright, Principal Planner; Ian Sikonia, Senior Planner; Tony Walter, Principal Planner; Tony Nelson, Senior Engineer; Kathy Furey-Tran, Assistant County Attorney; Candace Lindlaw-Hudson, Clerk to the Commission

W Chapman Rd (2155) Rezone; Terra Engineering / Rashid H Jamalabad, P.E., applicant; 15.51± acres; Rezone from A-1 (Agriculture) to C-3 (Commercial); located on the south side of W Chapman Rd, east of SR 417, 220 feet west of Tatra Street. (Z2007-48)

Commissioner Dallari - District 1
Herman Wright, Principal Planner

Mr. Wright stated that the request contains 2 parcels containing 11.26 acres. The applicant would like to have a boat, truck, RV rental facility with a warehouse and truck repair and storage facility. The future land use of the property is Industrial. Future land use designations to the east, south and west are Industrial, with MDR (Medium Density Residential) across West Chapman Road. The surrounding zoning districts to the north, east, south and west are A-1 (Agriculture). The request is compatible with the character of the surrounding properties. Staff recommends approval of the request.

Rashid Jamalabad stated that he agreed with staff's recommendations and was present to answer questions.
No one spoke in favor of the application.

Catherine Eisman-Rodenburg of 2200 W. Chapman Road said that she had lived there for 15 years. She wanted to know who owns the property. The property is a swamp. There are two drainage ponds from the 417 and Aloma Avenue there. The road to the property is unpaved and in poor condition. Water leaches onto the road. The County does not maintain the swales and dust is a problem on the road. She is concerned that the applicant will use Eagle Pass Road as well as Chapman. The area is definitely wetlands, with water sitting on the property every day. Oak Trees in the area have already died from area flooding. The 417 is to be expanded. This project will only make the flooding worse.

Mark Bay of 2210 Eagle Pass Road owns property adjacent to the application site. He is concerned with traffic coming to the area. He said that water is around everywhere. There would be an enormous amount of fill needed to cover the swamp. He had to raise his home 3 feet in order to keep it out of the water. The water from the site will have to go somewhere. Mr. Bay said that he and a neighbor have been keeping Eagle Pass Road. The non-resident owned trucks are tearing up the road.

Commissioner Tucker asked if Mr. Bay's house was on sewer or septic.

Mr. Bay said that he was on septic and that he had no problems at the present.

Charles J. Laursen of 2235 Eagle Pass Road said that the property is low. He lives at the end of Eagle Pass Road. If the property is filled in, it will cause his property to flood. Cows get stuck in the muck in the area. Mr. Larson showed pictures of the property, taken after rainless weather. Pictures showed standing water and a cypress tree. There is a drainage ditch crossing the property which carries water from adjacent properties to retention area.

Arnt Vagle spoke in rebuttal. He said that the property will only have access from Chapman Road. Eagle Pass Road is a private road. The State has a 30-foot right-of-way where the creek runs. No one will change the creek. We might enlarge the creek for better flow. The neighbor was concerned about the creek along the road. The current owner tried to give the creek by the road to the County. The County did not want to do that. The creek comes from the other side of 426 and carries quite a bit of water.

Rashid H. Jamalabad stated that the final engineering will take care of all of the county and state water regulations.

Ms. Rodenberg said that the road to her house is an unmaintained road.

Commissioner Brown asked for clarification on trees being removed without a permit on A-1 property.

Ms. Williamson said that they can be for agricultural purposes. Also, the owner of record for the property is Chuck Blankenship. The applicant has a lease which gives him permission to apply for the rezoning.

Commissioner Brown said that this is a straight rezone. How is water addressed on the property?

Ms. Williamson said that if the rezone were approved, they would just get a site plan approval.

Commissioner Brown asked if the applicant could put a fence around the property and store things without putting a structure on the property.

Ms. Williamson said that they would still have to go through site plan approval to do that. They would have to do road and drainage improvements.

Commissioner Brown said that they would be required to store the water on site.

Ms. Williamson said that all of the Land Development Code requirements would have to be met.

At this time the meeting adjourned for 5 minutes and was promptly reconvened.

Commissioner Tucker stated that the use on paper looked like a good plan. In reality, this is an infill use in an area of agriculture/residential use. If it were surrounded by vacant land, that would be one thing. It is low there.

Commissioner Brown asked Ms. Williamson if the land showed as low on the flood plane maps.

Ms. Williamson said that the property did not show as being low on the FEMA maps.

Tony Nelson said the property did not show as jurisdictional wetlands. It is low-lying land.

Commissioner Tucker said that he was concerned about going in with no parameters in this straight rezone. When it is an infill situation, straight zonings have less compatibility than planned projects.

Commissioner Brown said that PUDs can tie the hands of the developers.

Commissioner Tucker said that there are adjacent residential uses. We have an obligation to the adjacent home owners for the interim. Maybe in 20 years things will be right. He is not in favor of the request.

Commissioner Chase said that it is in the middle of a lot of agricultural area. This is a lot to put in the middle.

Commissioner Chase made a motion to recommend denial.

Commissioner Day seconded the motion.

Commissioner Brown said that in 20 years the proposed project may be compatible, but not now.

The motion passed 4 – 0. The recommendation was for denial of the request.

Respectfully submitted,

Candace Lindlaw-Hudson
Clerk to the Commission

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: South Drive Right-of-Way Vacate

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Alan Willis

EXT: 7332

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the unimproved public right-of-way known as South Drive, as shown on Watts' Farms Plat, as recorded in Plat Book 6, Page 80 in Section 10, Township 21S, Range 30E, as requested by Sima J. Sadri, applicant.
2. Deny the request to vacate and abandon a portion of the unimproved public right-of-way known as South Drive, as shown on Watts' Farms Plat, as recorded in Plat Book 6, Page 80 in Section 10, Township 21S, Range 30E, as requested by Sima J. Sadri, applicant.
3. Continue the public hearing to a time and date certain.

District 2 Michael McLean

Alan Willis

BACKGROUND:

Sima J. Sadri, applicant, is requesting to vacate and abandon a portion of the unimproved public right-of-way known as South Drive, as shown on Watts' Farm Plat, consisting of 0.153+/- acres located in Section 10, Township 21S, Range 30E and as recorded in Plat Book 6, Book 80, of the Public Records of Seminole County, Florida. The subject right-of-way is located south of Center Drive and west of Sunset Road.

The subject right-of-way is not needed for public access and the proposed vacate will not hinder access to any adjacent properties.

The applicant has provided letters from all applicable utility companies stating "no objections" to the request.

This request complies with the requirements and under the authority for vacating a right of way of Section 336.09 and 336.10, Florida Statutes.

STAFF RECOMMENDATION:

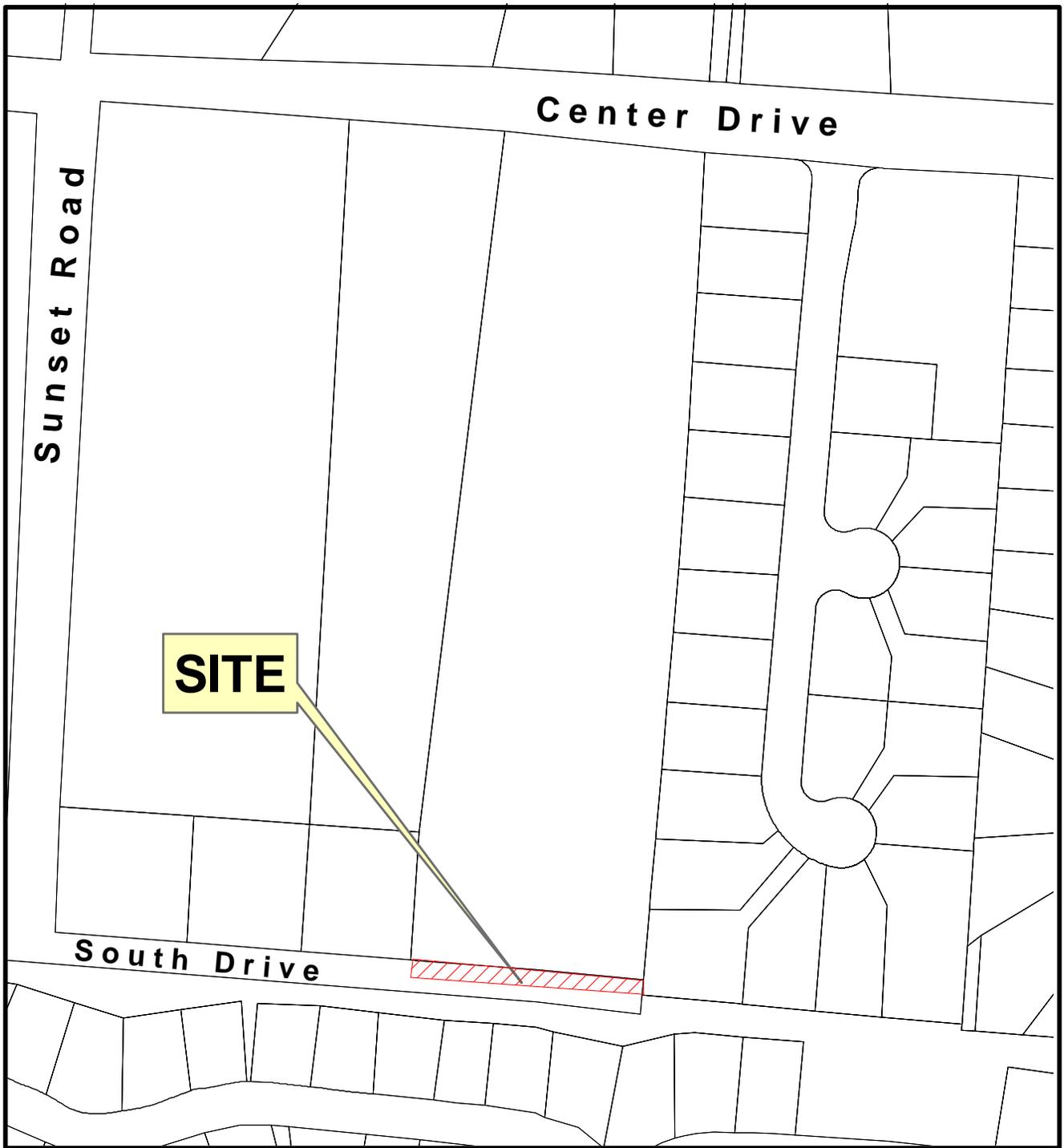
Staff recommends that the Board adopt and authorize the Chairman to execute, a resolution to vacate and abandon a portion of the unimproved public right-of-way known as South Drive as recorded in Plat Book 6, Page 80 in Section 10, Township 21S, Range 30E.

ATTACHMENTS:

1. Maps and Aerials
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Maps and Aerials

Additionally Reviewed By:

County Attorney Review (Kimberly Romano)



South Drive
Right-of-Way Vacate





South Drive
Right-of-Way Vacate



RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 11th DAY OF December A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A RIGHT-OF-WAY

Whereas, a Petition was presented on behalf of

Sima J. Sadri

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described right-of-way, to-wit:

SEE SKETCH AND DESCRIPTION ATTACHED AS *EXHIBITS "A"*

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, having determined that the abandonment of the above described right-of-way is to the best interest of the county and the public.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described Right-of-way be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public be, and the same is hereby disclaimed.

PASSED AND ADOPTED this 11th day of December A.D., 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA**

BY:

MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BRENDA CAREY
CHAIRMAN

CENTER DRIVE (50' R/W) (OPEN)

50'

S84°39'58"E 400.00'

133.33'

266.67'

1

5.0' FLORIDA POWER CORP
DISTRIBUTION EASEMENT
O.R. BK 1388, PG 1979

2

GRAPHIC SCALE



SCALE 1" = 100'

WATTS' FARMS
PB 6, PG 80

3

4

EAST 2/3 OF LOT 41

5

BROOKWOOD
PB 61, PGS 29 & 30



ABBREVIATIONS:
O.R. = OFFICIAL RECORDS
BK = BOOK
PG = PAGE
S = SOUTH
E = EAST
W = WEST
N = NORTH
C = CENTERLINE
PB = PLAT BOOK

6

7

8

9

10

11

12

13

14

15

16

NOTES:

- BEARINGS BASED ON THE NORTH LINE OF STERLING PARK - UNIT FOUR BEING S84°39'58"E.
- THIS IS NOT A BOUNDARY SURVEY
- THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SKETCH THAT MAY BE FOUND IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.
- THIS SKETCH CERTIFIED TO: MR. JOHN SADRI.

SKETCH OF DESCRIPTION
SOUTH DRIVE VACATION
SEMINOLE COUNTY, FLORIDA

ADDRESS: 1910 CENTER DRIVE
CASSELBERRY, FLORIDA 32707
PARCEL ID: 10-21-30-5BQ-0000-0410

FOR: MR. JOHN SADRI

PREPARED BY:
MIMS SURVEYING & MAPPING, INC., LB7076
8238 FORT THOMAS WAY
ORLANDO, FLORIDA 32822
PH: (407) 275-6691
DATE: 14 JUN 06
DWG NO.: M0611A

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR
AND MAPPER THIS DRAWING IS FOR INFORMATIONAL
PURPOSES AND IS NOT VALID.

I HEREBY CERTIFY THAT THIS SKETCH IS IN ACCORDANCE
WITH THE MINIMUM TECHNICAL STANDARDS ESTABLISHED
BY RULE 61G17-6, FLORIDA ADMINISTRATIVE CODE
PURSUANT TO SECTION 472.027, FLORIDA STATUTES

Walter T. Mims
WALTER T. MIMS, LS2494

40

41

10.1 acres
(INCLUDES 1/2 OF
ADJACENT ROADS)

N05°20'02"E
1049.89'

N05°20'02"E
1049.89'

S05°20'02"W
1049.89'

W. LINE E. 2/3, LOT 41

E. LINE LOT 41

POINT OF BEGINNING
SOUTHEAST CORNER LOT 41

PROPOSED VACATION
NORTH 1/2 SOUTH DR.

S. LINE LOT 41
S89°39'58"E 266.67'

S89°39'58"E 133.33'

N89°39'58"W 266.67'

SOUTH DRIVE (50' R/W) (NOT OPEN)

GREEN BELT

10 11 12 13 14 15 16
STERLING PARK - UNIT FOUR
PB 21, PGS 6 & 7

DESCRIPTION: BEING A PORTION OF SOUTH DRIVE, A 50 FOOT WIDE RIGHT-OF-WAY, AS SHOWN ON THE PLAT OF, WATTS' FARMS, AS RECORDED IN PLAT BOOK 6, PAGE 80, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LYING SOUTH OF, THE EAST 2/3 OF LOT 41, OF SAID, WATTS' FARMS; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
FROM THE SOUTHEAST CORNER OF SAID LOT 41 AS A POINT OF BEGINNING, RUN S05°20'02"W ALONG A SOUTHERLY PROJECTION OF THE EAST LINE OF SAID LOT 41 A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SAID SOUTH DRIVE; RUN THENCE N89°39'58"W ALONG THE CENTERLINE OF SAID SOUTH DRIVE A DISTANCE OF 266.67 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROJECTION OF THE WEST LINE OF THE EAST 2/3 OF SAID LOT 41; THENCE DEPARTING THE CENTERLINE OF SAID SOUTH DRIVE RUN N05°20'02"E ALONG SAID SOUTHERLY PROJECTION A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID LOT 41; RUN THENCE S89°39'58"E ALONG THE SOUTH LINE OF SAID LOT 41 A DISTANCE OF 266.67 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.15 ACRES MORE OR LESS

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Vacate Conservation Easement for Richard L. and Susan D. Hanas

DEPARTMENT: Planning and Development **DIVISION:** Development Review

AUTHORIZED BY: Dori DeBord

CONTACT: Cynthia Sweet

EXT: 7443

MOTION/RECOMMENDATION:

1. Adopt and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the conservation easement situated on Lot 10, as shown on the plat of Mikler Road Estates, as recorded in Plat Book 48, Pages 29 and 30, and sheetflow drainage and conservation easement recorded in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, Public Records of Seminole County, Florida; further described as located on the east side of Mikler Road, approximately ¾ mile south of Red Bug Lake Road, in Section 30, Township 21 South, Range 31 East; subject to dedication of a 25-foot wide average upland buffer along the southerly side of the wetlands line, prior to recording the Resolution, as requested by Richard L. and Susan D. Hanas, applicant.

2. Deny the request to vacate and abandon a portion of the conservation easement situated on Lot 10, as shown on the plat of Mikler Road Estates, as recorded in Plat Book 48, Pages 29 and 30, and sheetflow drainage and conservation easement recorded in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, Public Records of Seminole County, Florida; further described as located on the east side of Mikler Road, approximately ¾ mile south of Red Bug Lake Road, in Section 30, Township 21 South, Range 31 East; as requested by Richard L. and Susan D. Hanas, applicant.

3. Continue the public hearing until a time and date certain.

District 1 Bob Dallari

Cynthia Sweet

BACKGROUND:

The applicant, Richard L. and Susan D. Hanas, is requesting to vacate and abandon a portion of the conservation easement situated on Lot 10, as shown on the plat of Mikler Road Estates, as recorded in Plat Book 48, Pages 29 and 30, and recorded as a Sheetflow Drainage and Conservation Easement in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, Public Records of Seminole County, Florida; further described as located on the east side of Mikler Road, approximately ¾ mile south of Red Bug Lake Road, in Section 30, Township 21 South, Range 31 East; in Section 30, Township 21 South, Range 31 East.

The applicant is requesting to vacate the described portion of the drainage and conservation easement and to reserve a 25-foot wide average upland buffer along the southerly side of the wetlands line. The vacation and abandonment of a portion of the drainage and conservation easement is needed to accommodate construction of a new single family residence and accessory structures and is necessary to prevent the proposed residence from encroaching into the dedicated conservation easement and to prevent a potential “cloud of title”. On

February 13, 2001, the Board adopted Resolution 2001-R-33 that allows the vacation and abandonment of a conservation easement if the following applies:

1. Easements obtained for stormwater or drainage retention purposes which were erroneously denominated as conservation easements;
2. Properties encumbered by a conservation easement through inadvertence, mistake, or scrivener's error.

The applicant has provided a letter from the professional land surveyor, with the surveyor's seal, that created the plat of Mikler Road Estates stating the conservation easement as shown on the plat and previously recorded prior to the recording of the plat was erroneous (Letter attached as Exhibit F). Staff has no objections to the vacation and abandonment of the described portion of the drainage and conservation easement since no evidence was found validating the conservation easement accuracy at the time of its recording. Pursuant to Florida Statutes Section 704.06 (4), this conservation easement may be released.

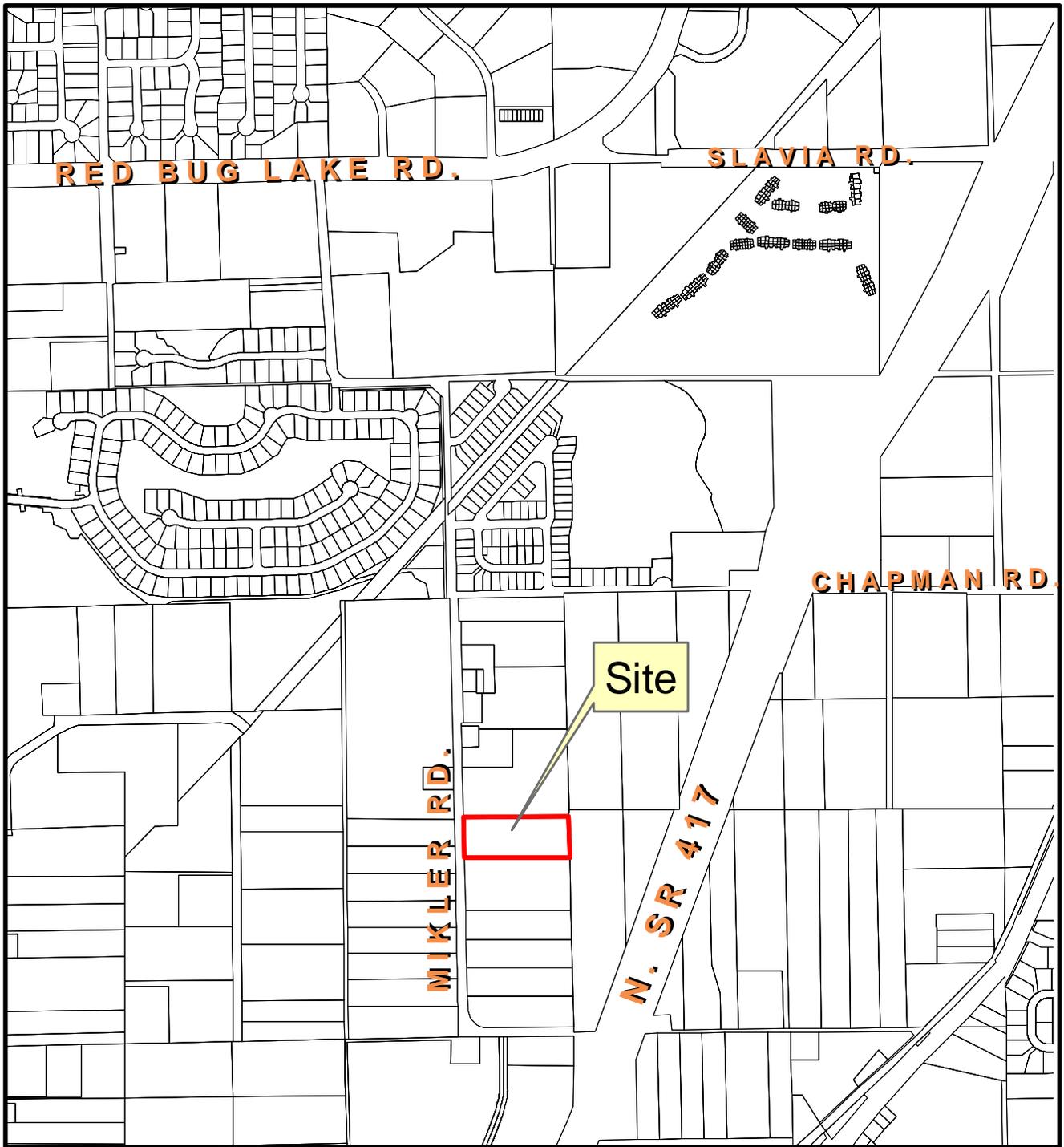
STAFF RECOMMENDATION:

Staff recommends the Board adopt and authorize the Chairman to execute the Resolution to vacate and abandon a portion of the conservation easement situated on Lot 10, as shown on the plat of Mikler Road Estates, as recorded in Plat Book 48, Pages 29 and 30, and sheetflow drainage and conservation easement recorded in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, Public Records of Seminole County, Florida; further described as located on the east side of Mikler Road, approximately ¾ mile south of Red Bug Lake Road, in Section 30, Township 21 South, Range 31 East; subject to dedication of a 25-foot wide average upland buffer along the southerly side of the wetlands line, prior to recording the Resolution, as requested by Richard L. and Susan D. Hanas, applicant.

ATTACHMENTS:

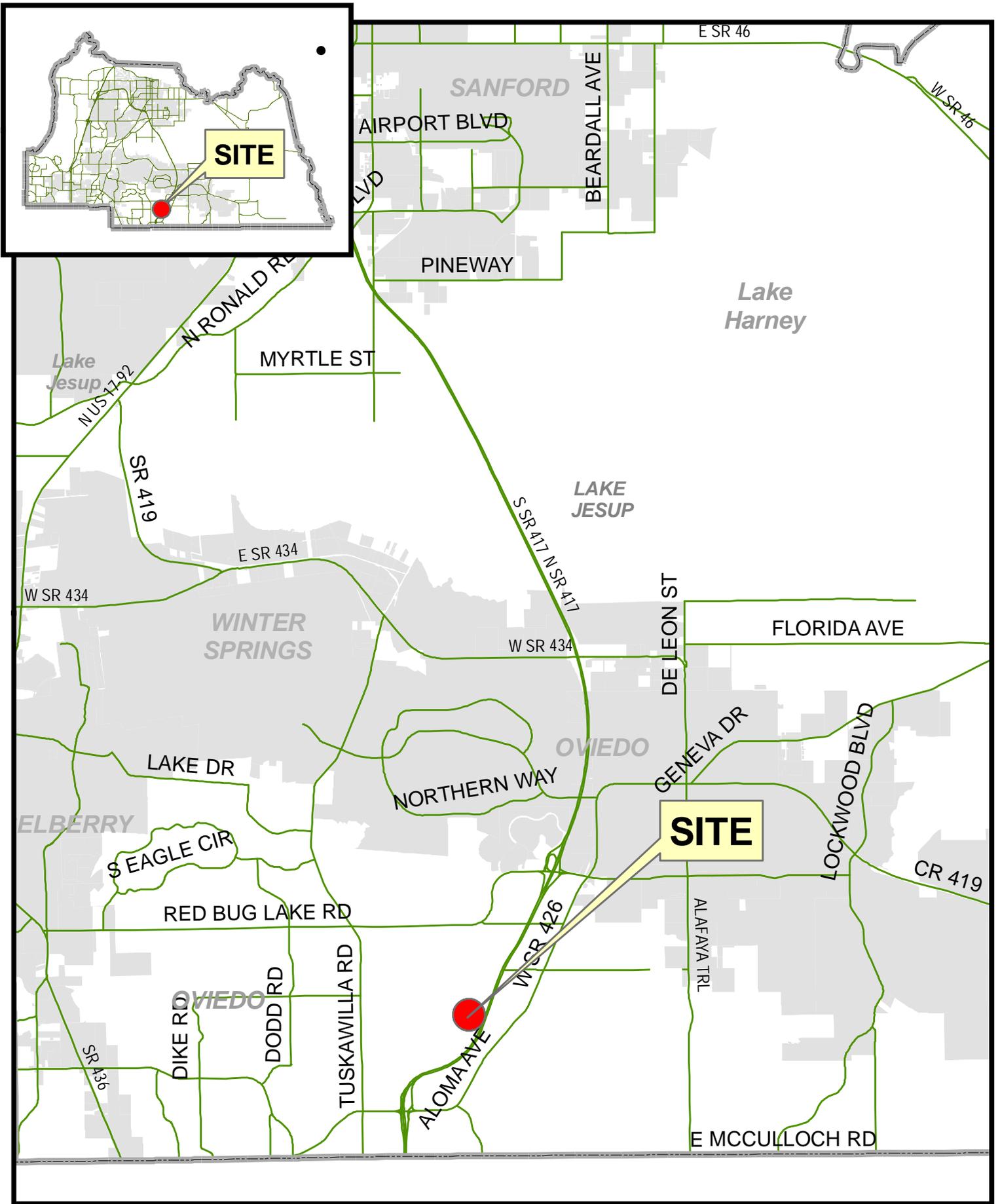
1. Location Map
2. Maps and Aerials
3. Maps and Aerials
4. Resolution
5. Sketch of Description
6. Reduced Copy of Plat
7. Recorded Copy of Amended Conservation Easement
8. Recorded Conservation Easements
9. Surveyor's Signed & Sealed Letter of Facts

Additionally Reviewed By: <input checked="" type="checkbox"/> County Attorney Review (Kathleen Furey-Tran)
--



Richard & Susan Hanas
Vacate





filename: L:/pl/projects/p&z/2006/GIS/staff_report_pkgs/sitemaps_large/Z2006-0**sitemap.mxd ***/06

Richard & Susan Hanas Vacate

EXHIBIT A2



Richard & Susan Hanas
Vacate

-  Parcel
-  Subject Property



January 2006 Color Aerials

RESOLUTION NO.: 2007-R-

THE FOLLOWING RESOLUTION WAS ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA ON THE 11TH DAY OF DECEMBER A.D., 2007.

RESOLUTION TO VACATE AND ABANDON A PORTION OF A CONSERVATION EASEMENT

Whereas, pursuant to Resolution 2001-R-33 and Florida Statutes Section 704.06, a Petition was presented on behalf of

RICHARD L. & SUSAN D. HANAS

to the Board of County Commissioners of Seminole County, Florida, requesting the closing, vacating and abandoning of the following described portion of a conservation easement to-wit:

As described on the Sketch of Description attached as Schedule 1

Subject to:

Dedication of a 25-foot wide average upland buffer along the southerly side of the wetlands line, prior to recording the Resolution

Whereas, after due consideration the Board of County Commissioners of Seminole County, Florida, has determined that the release of the conservation easement does not adversely affect the interest of the public and that it is in the best interest of the County and the public; and

Whereas, the remainder of the conservation easement recorded on the plat of Mikler Road Estates, as shown on Lot 10, in Plat Book 48, Pages 29 and 30, Public Records of Seminole County, Florida and recorded in ORB. 2853, Pages 986 – 990 and ORB. 3394, Pages 489 – 503, shall remain intact less the vacated portion described herein,

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners of Seminole County, Florida, that the above described portion of a conservation easement be, and the same is hereby abandoned, closed and vacated, and that all right in and to the same on behalf of the County and the public is hereby disclaimed.

PASSED AND ADOPTED this 11th day of December A.D., 2007.

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF SEMINOLE COUNTY, FLORIDA
BY:**

**MARYANNE MORSE
CLERK OF THE CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA**

**BRENDA CAREY
CHAIRMAN**

SKETCH FOR DESCRIPTION
ABANDONMENT OF CONSERVATION EASEMENT
SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST
SEMINOLE COUNTY, FLORIDA

SCHEDULE "1"

LEGAL DESCRIPTION:

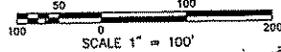
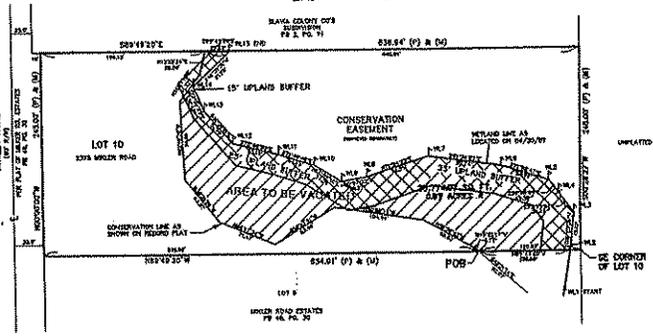
BEGINS AT A POINT on the South line of Lot 10 of MIKLER ROAD ESTATES, as recorded in Plat Book 49 on Page 30 of the Public Records of Seminole County, Florida, said point being 128.83 feet Westward of the Southeast corner of said Lot 10, run thence S. 48°21'14" W. 6.72 feet, run thence N. 05°30'43" W. 88.03 feet, run thence N. 80°59'14" W. 104.44 feet, run thence S. 58°23'51" W. 83.48 feet, run thence N. 85°47'34" W. 71.47 feet, run thence N. 55°35'30" W. 83.87 feet, run thence N. 02°49'37" W. 94.68 feet, run thence N. 35°37'13" E. 41.33 feet, run thence N. 13°25'24" E. 20.58 feet to the North line of said Lot 10, run thence S. 89°49'20" E. along said North line, 20.89 feet, run thence S. 45° 02'31" W. 81.78 feet, run thence S. 23°54'28" E. 32.48 feet, run thence S. 40°30'01" E. 61.70 feet, run thence S. 78°42'03" E. 58.10 feet, run thence S. 71°40'49" E. 44.43 feet, run thence S. 37°39'12" E. 37.38 feet, run thence N. 02°07'03" E. 30.37 feet, run thence N. 71° 34'53" E. 78.59 feet, run thence S. 81°34'27" E. 85.74 feet, run thence S. 71°52'47" E. 59.98 feet, run thence S. 50°09'20" E. 19.89 feet, run thence S. 35°39'04" E. 30.45 feet, run thence S. 08°25'38" W. 43.13 feet to said South line of said Lot 10, run thence N. 89° 49'20" W. along said South line, 108.80 feet to the POINT OF BEGINNING, SUBJECT TO the Upland Buffer as indicated.

NOTES:

- 1). CERTIFICATION IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE SURVEYOR AND MAPPER BASED ON THE SURVEYOR AND MAPPER'S KNOWLEDGE AND INFORMATION, AND THAT IT IS NOT A GUARANTEE OR WARRANTY, EXPRESSED OR IMPLIED.
- 2). NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

LEGEND:

- C CENTERLINE
- CM CONCRETE MONUMENT
- FM FOUND
- ID IDENTIFICATION
- IP IRON PIPE
- IPC IRON PIPE AND CAP
- LS LICENSED BUSINESS
- LS LICENSED SURVEYOR
- M MEASURED
- NO. NUMBER
- P PLAT
- PD PLAT BOOK
- PG PAGE
- POB POINT OF BEGINNING
- PRM PERMANENT REFERENCE MONUMENT
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- R/W RIGHT OF WAY
- S/IC SET IRON ROD & CAP OFY LB021
- SO. FT. SQUARE FEET
- WLL WETLAND FLAG (NUMBERS)



FOR DESCRIPTIVE PURPOSES ONLY. THIS IS NOT A SURVEY.

DEFINED TO: RICHARD L. HANAS SUSAN DUDA HANAS OREGO, FL 32765 (407) 388-1885	SKETCH FOR DESCRIPTION SEC. 30 TWP. 21 S. R. 31 E.	REVISIONS NO. DATE BY	George F. Young, Inc. LICENSED SURVEYOR AND MAPPER ARCHITECTURE • ENGINEERING • INTERIOR DESIGN LANDSCAPE ARCHITECTURE • PLANNING • SURVEYING EXHIBITS • CONSULTING • DEVELOPMENT DESIGN ESTATES • ET. REPRESENTATIVE • TITLE RESPONSIBLE OFFICE: 1188 West Park Road, Suite 110, Ocala, FL 32765 Phone: (352) 349-1111 Fax: (352) 349-1112 TOLL FREE: 877-222-1111	SHEET 1
		SEC. 30 TWP. 21 S. R. 31 E.		DATE: 11/11/10

MIKLER ROAD ESTATES

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, do hereby dedicate said lands and plot for the uses and purposes therein expressed and dedicate the Road, Utilities, and Drainage Easements shown hereon to the perpetual use of the Public IN WITNESS WHEREOF, the undersigned sets their hand and seals on...

August 25, 1994
 [Signature]
 THE WERA COMPANY LUTHER DUDA, SEC.
 JOSEPH DUDA, PRESIDENT
 WITNESS

STATE OF FLORIDA... COUNTY OF SEMINOLE
 THIS IS TO CERTIFY, That on August 25, 1994 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared,

JOSEPH DUDA, PRESIDENT
 to me known to be the person described herein and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

[Signature]
 NOTARY PUBLIC # 00098919
 My Commission Expires, 3/1/94

[Signature] ELAINE D. LAVENDER WITNESS
 [Signature] MALCOLM A. LAVENDER WITNESS

STATE OF FLORIDA... COUNTY OF SEMINOLE
 THIS IS TO CERTIFY, that on August 25, 1994 before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared,

ELAINE D. LAVENDER and MALCOLM A. LAVENDER
 to me known to be the person described herein and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

[Signature]
 NOTARY PUBLIC
 My Commission Expires, 1/1/94

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned being a registered Land Surveyor, do hereby certify that on... he completed and... of the lands as shown in the foregoing plat or plan; that said plot is a correct representation of the lands therein described and... that permanent reference monuments have been placed as shown thereon... Florida Statutes; and... Seminole County, Florida.

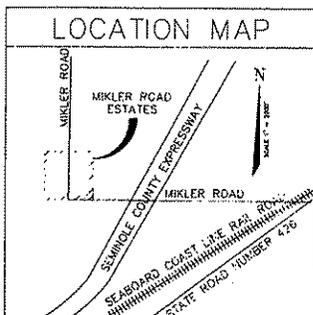
[Signature]
 PHILLIP E. HAMPTON, PLS
 DATED 8/25/94
 REGISTRATION NO. 3744

MIKLER ROAD ESTATES

SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST
 SEMINOLE COUNTY, FLORIDA

DESCRIPTION:

Lot 78 of the SLAVIA COLONY CO.S SUBDIVISION, as recorded in Plat Book 2 on Page 71 of the Public Records of Seminole County, Florida, LESS the Right of way for MIKLER ROAD, as recorded in Plat Book 6 on Page 14 of the Public Records of Seminole County, Florida, ALSO LESS that part of the South 490.00 feet of the North 650.00 feet of said Lot 78, lying West of said MIKLER ROAD, ALSO LESS that part of the South 166.56 feet of the North 1130.00 feet of said Lot 78, lying West of said MIKLER ROAD. Containing 29.60 acres more or less.



JOINDER BY MORTGAGEE

Joinder by SunBank, as owner and holder of that certain Sunline Equity Mortgage dated Feb. 26, 1992 and recorded March 3, 1992 in Official Records Book 2095, Page 2073, Public Records of Seminole County, Florida.

[Signature] DATE 8/22/94
 Gary C. Parker
 Vice President

[Signature] DATE 8/22/94
 Tracy D. Chapman
 WITNESS

STATE OF FLORIDA
 COUNTY OF SEMINOLE

THIS IS TO CERTIFY, That on 8/22/94 before me, an officer duly authorized to take oaths and acknowledgments in the State and County aforesaid, personally appeared
 Gary C. Parker,
 Vice President

to me known to be the person described herein and who executed the foregoing JOINDER and acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

[Signature]
 NOTARY PUBLIC
 My Commission Expires...

CERTIFICATE OF APPROVAL BY BOARD OF COUNTY COMMISSIONERS

THIS IS TO CERTIFY, That on Oct. 25, 1994 the foregoing plat was approved by the Board of Commissioners of Seminole County, Florida.

[Signature] CHAIRMAN
 [Signature] CLERK

CERTIFICATE OF PLANNING AND ZONING

EXAMINED AND APPROVED by the Seminole County Planning and Zoning Commission.

[Signature] CHAIRMAN
 [Signature] DATE 1-2-94

CERTIFICATE OF COUNTY COMPTROLLER

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes, and was filed for record on Dec. 1, 1994 at File No. 94-14444.

[Signature]
 COUNTY COMPTROLLER
 in and for Seminole County, Florida

NOTE:
 THERE MAY BE ADDITIONAL RESTRICTIONS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY THAT MIGHT AFFECT THIS PLAT.

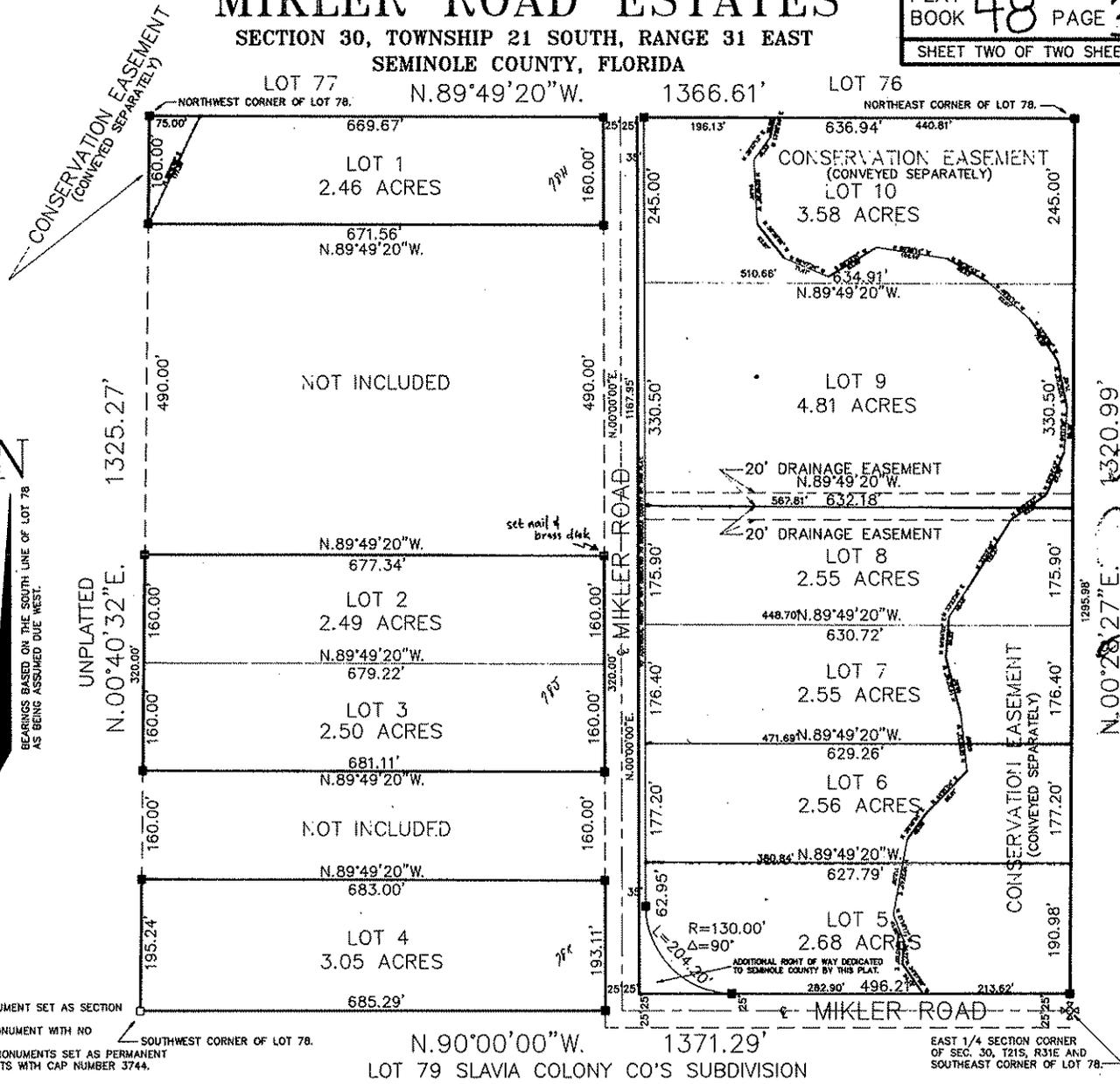
PHILLIP E. HAMPTON, PLS
 "CONSULTING LAND SURVEYING SERVICES"
 283 CRYSTAL CIRCLE, P.O. Box 32, OVIDO, FLORIDA, 32765
 PHONE (407) 365-6081 FAX (407) 365-8916

MIKLER ROAD ESTATES

SECTION 30, TOWNSHIP 21 SOUTH, RANGE 31 EAST

SEMINOLE COUNTY, FLORIDA

PLAT BOOK **48** PAGE **30**
SHEET TWO OF TWO SHEETS



UNPLATTED
N.00°40'32"E. 1325.27'

UNPLATTED
N.00°28'27"E. 1320.99'

- LEGEND:**
- ⊗ = FOUND BROKEN MONUMENT SET AS SECTION CORNER.
 - = FOUND CONCRETE MONUMENT WITH NO IDENTIFICATION CAP.
 - = 4" X 4" CONCRETE MONUMENTS SET AS PERMANENT REFERENCE MONUMENTS WITH CAP NUMBER 3744.

N.90°00'00"W. 1371.29'
LOT 79 SLAVIA COLONY CO'S SUBDIVISION

EAST 1/4 SECTION CORNER OF SEC. 30, T21S, R31E AND SOUTHEAST CORNER OF LOT 78.

PHILLIP E. HAMPTON, PLS
"CONSULTING LAND SURVEYING SERVICES"
293 CRYSTAL CIRCLE P.O. Box 32, OVIDO, FLORIDA 32765
PHONE (407) 385-8081 FAX (407) 388-8916

NOTE:
THERE MAY BE ADDITIONAL RESTRICTIONS RECORDED IN THE PUBLIC RECORDS OF SEMINOLE COUNTY THAT MIGHT AFFECT THIS PLAT.

NOTE:
A CONSERVATION EASEMENT IS RECORDED BY SEPARATE INSTRUMENT IN ORB PAGES THROUGH

11/18/99

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

RECORDED & VERIFIED

180181

1998 MAR 27 PM 2:59

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
STANLEY A. GRAVENMIER, ESQUIRE
Dean Mead, Egerton, Bloodworth,
Capouano & Bozarth, P.A.
Post Office Box 2346
Orlando, Florida 32802-2346
(407) 841-1200

Documentary Tax Pd. 70
\$ _____ Intangible Tax Pd.
Maryanne Morse, Clerk Seminole
County By: [Signature] D.C.

100
idx

THIS AMENDED AND RESTATED SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT IS BEING EXECUTED AND RECORDED IN THE PUBLIC RECORDS SOLELY FOR THE PURPOSE OF REMEDYING THE FAILURE OF THAT CERTAIN SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 2853, PAGE 986 AND OFFICIAL RECORDS BOOK 2899, PAGE 1300, OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA TO CONTAIN THE APPROPRIATE LEGAL DESCRIPTION FOR THE EASEMENT PARCEL ATTACHED AS EXHIBIT "A" THERETO. ATTACHED TO EXHIBIT "A" TO THIS AMENDED AND RESTATED SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT IS THE LEGAL DESCRIPTION WHICH WAS INTENDED BY THE PARTIES TO ORIGINALLY HAVE BEEN ATTACHED TO THE ABOVE-DESCRIBED ORIGINAL EASEMENT. ALL OF THE OWNERS OF THE PROPERTY UNDERLYING SAID EASEMENT HAVE JOINED IN THE EXECUTION AND DELIVERY OF THIS INSTRUMENT. THE SCRIVENER OF THIS INSTRUMENT HAS PURPOSEFULLY AVOIDED ALTERING THE CONTENTS OF THE ORIGINALLY RECORDED DOCUMENT, WHEREVER POSSIBLE, INCLUDING TYPOGRAPHICAL AND GRAMMATICAL ERRORS.

OFFICIAL RECORDS
BOOK
SEMINOLE CO. FL
1189

AMENDED AND RESTATED SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT

RETURN TO SANDY WALL
SLS

THIS AMENDED AND RESTATED GRANT OF EASEMENT is made as of the 15th day of February, 1994, by and between THE VIERA COMPANY, a Florida Corporation, whose address is 7380 Murrell Road, Suite 201, Melbourne, Florida 32940, ELAINE D. LAVENDER, joined by MALCOLM A. LAVENDER, her husband, whose address is 2275 Mikler Road, Oviedo, Florida 32765, MARK A. KINDER and AMY DUDA KINDER, husband and wife, whose address is 2461 Mikler Road, Oviedo, Florida 32765, KEITH R. BUCKLEY and LAURI D. BUCKLEY, husband and wife whose address is 2425 Mikler Road, Oviedo, Florida 32765, FERDINAND S. DUDA and EMILY F. DUDA, husband and wife, whose address is 1233 Litard Knot Creek Trail, Oviedo, Florida 32765, and ELIZABETH MIKLER DUDA, whose address is 2360 Mikler Road, Oviedo, Florida 32765 hereinafter collectively referred to as "GRANTORS", 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".

W I T N E S S E T H

WHEREAS, GRANTORS are the owners in fee simple of certain real property hereinafter described, situated in the County of Seminole, State of Florida; and

WHEREAS, the property has scenic, natural, and aesthetic value in its present state as a natural area which has not been subject to development or exploitation; and

WHEREAS, the GRANTORS are willing to grant a conservation easement over the property, thereby restricting and limiting the use of land and contiguous water areas of the property on the terms and conditions and for the purposes hereinafter set forth, and the GRANTEE is willing to accept such easement; and

WHEREAS, the GRANTORS and the GRANTEE recognize the scenic, natural, natural drainage and aesthetic values of the property in its present natural state, and have, by the conveyance of a Sheetflow Drainage and Conservation Easement to the GRANTEE, the common purpose of conserving the natural values of the property, preserving the natural character and drainage functions of the property, and preventing the use of development of the property for any purpose or in any manner which would conflict with the maintenance of the property in its scenic, natural, and wooded condition.

NOW, THEREFORE, pursuant to the provisions of Section 704.06, Florida Statutes (1993), and other applicable law and in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00) to the GRANTORS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, GRANTORS hereby grant and convey unto the GRANTEE and its successors and assigns forever and in perpetuity an interest and conservation easement and an easement for natural sheetflow drainage water purposes all of the nature and character and to the extent hereinafter set forth, in respect to the lands of the GRANTORS situated in the County of Seminole, State of Florida, more particularly described as follows:

See Exhibit "A" said property being referred to as the "Easement Property".

TO HAVE AND TO HOLD said easement unto said GRANTEE and its successors and assigns forever.

THE TERMS, conditions, and restrictions of the easement rights granted herein are as hereinafter set forth:

1. The uses set forth in Section 704.06, Florida Statutes (1993), are hereby prohibited upon the Easement Property.
2. The GRANTEE shall have the right, but not the obligation, to clear and keep clear all non-native vegetation and other obstructions that may interfere with the easement rights granted herein.

OFFICIAL RECORDS
PAGE
BOOK 9391 0190
SEMINOLE CO. FL

3. The GRANTEE shall have the right to the continued flow of natural sheetflow drainage on, over, upon, across and through the Easement Property.

4. The GRANTORS shall not build, construct, or create or permit others to build, construct, or create any buildings or other structures on the Easement Property, except as authorized in 6, below.

5. The GRANTORS shall not fill or regrade or permit others to fill or regrade the Easement Property.

The GRANTORS shall have all rights of a fee owner not inconsistent with the terms and conditions of this instrument. The right of the GRANTORS to utilize the Easement Property for permitted drainage purposes and, in connection therewith, to construct, reconstruct, repair and maintain any permitted drainage structures, equipment or improvements shall not be deemed to be inconsistent with the rights of the GRANTEE as set forth herein, provided, however, that any drainage uses by the GRANTORS shall be subject, in all respects, to the laws, rules and regulations of any and all government bodies or agencies having jurisdiction over the drainage activities.

7. The GRANTORS shall maintain the right to periodically enter upon the Easement Property in order to remove trash, litter and other waste and debris that may be located on the Easement Property and to otherwise take all such actions as are necessary to maintain the Easement Property and preserve the physical appearance and integrity of the Easement Property.

IN THE EVENT a violation of these terms, conditions, or restrictions is found to exist the GRANTEE, or its successors or assigns may, after a thirty (30) day notice to the GRANTORS, or their personal representatives, heirs, successors, or assigns, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the Easement Property to its prior condition, or for damages for breach of covenant.

THE GRANTEE, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions, and purposes of this conservation easement by a prior failure to act.

THE GRANTEE, or its successors or assigns, reserves the right to enter the Easement Property at all reasonable times for the purpose of inspecting the Easement Property to determine if the GRANTORS, or their personal representatives, heirs, successors, or assigns, are complying with the terms, conditions, restrictions, and purposes of this easement.

THE GRANTORS agree that the terms, conditions, restrictions, and purposes of this easement will be inserted by

OFFICIAL RECORDS
BOOK 1788

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01,91

SEMINOLE CO. FL

them in any subsequent deed, or other legal instrument, by which they divest themselves of either the fee simple title to or of their possessory interest in the subject Easement Property.

SHOULD ANY SUBORDINATION to the interests herein granted and conveyed to the GRANTEE required by this instrument not occur, all development approvals to which the grant and conveyance relates shall be void and of no further effect and, to that end, the subordination of interests herein granted and conveyed shall be a condition precedent to the approval of the GRANTEE and GRANTEE shall not be deemed to have waived its right to any required subordination by issuing development approvals or permits subsequent to the GRANTORS failure to obtain the said subordinations.

3391
OFFICIAL RECORD PAGE
BOOK
0192
SEMINOLE CO. FL

THE GRANTEE hereby represents to the GRANTORS that it currently operates under a self-insurance program within the statutory limits of the waiver of sovereign immunity and that the GRANTEE has not waived its sovereign immunity. To the extent permitted by law and subject to all sovereign immunity limits of liability as set forth in Section 768.28, Florida Statutes (1993), the GRANTEE agrees to indemnify the GRANTORS for any negligent acts of the GRANTEE in exercising its rights under this instrument.

TO HAVE AND TO HOLD said conservation easement unto said GRANTEE, its successors and assigns forever. Together with all common law covenants of title, this grant and conveyance includes the covenant of further assurances. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as aforesaid shall not only be binding upon the GRANTORS but also their agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Easement Property.

IN WITNESS WHEREOF, the GRANTORS and GRANTEE have hereunto set their hands and seal on the day and year above written.

WITNESSES
Sarah B. Dougherty
Print Name: Sarah B. Dougherty

Brenda Steed
Print Name: Brenda Steed

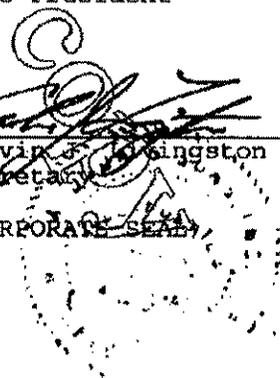
Mary Cina
Print Name: Mary Cina

Sarah B. Dougherty
Print Name: Sarah B. Dougherty

THE VIERA COMPANY
By: Charles L. Ashley
Charles L. Ashley
Vice-President

ATTEST:
By: Calvin J. Kingston
Calvin J. Kingston
Secretary

(CORPORATE SEAL)



WITNESSES:

Mary Cina
Print Name: Mary Cina

Sarah B. Dougherty
Print Name: Sarah B. Dougherty

Barbara Williams
Print Name: BARBARA WILLIAMS

Barbara Carlus
Print Name: BARBARA CARLUS

15

Brenda Steed
Print Name: Brenda Steed

Mary Cina
Print Name: Mary Cina

Brenda Steed
Print Name: Brenda Steed

Mary Cina
Print Name: Mary Cina

Sarah B. Dougherty
Print Name: SARAH B. DOUGHERTY

Brenda Steed
Print Name: Brenda Steed

Brenda Steed
Print Name: Brenda Steed

Brenda Steed
Print Name: Brenda Steed

Mary Cina
Print Name: Mary Cina

Blaine D. Lavender
ELAINE D. LAVENDER

Malcolm A. Lavender
MALCOLM A. LAVENDER

ADDRESS: 2275 Mikler Road
Oviedo, FL 32765

Mark A. Kinder
MARK A. KINDER

Amy Duda Kinder
AMY DUDA KINDER

ADDRESS: 2461 Mikler Road
Oviedo, FL 32765

Keith P. Buckley
KEITH P. BUCKLEY

Laura B. Buckley
LAURA B. BUCKLEY

ADDRESS: 2425 Mikler Road
Oviedo, FL 32765

OFFICIAL RECORDS
BOOK
PAGE
9391 0493
SEMINOLE CO. FL

COPIED

Brenda Steed
Print Name: Brenda Steed

Sarah B. Dougherty
Print Name: Sarah B. Dougherty

Harry CINA
Print Name: HARRY CINA

Brenda Steed
Print Name: Brenda Steed

Tracy Duda Chapman
Print Name: Tracy Duda Chapman

Brenda Steed
Print Name: Brenda Steed

Ferdinand S. Duda
FERDINAND S. DUDA

Emily F. Duda
EMILY F. DUDA

ADDRESS: 1233 Litard Knot
Creek Trail
Oviedo, FL 32765

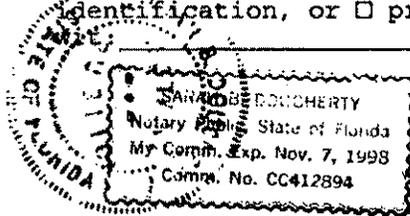
Elizabeth Mikler Duda
ELIZABETH MIKLER DUDA

ADDRESS: 2360 Mikler Road
Oviedo, FL 32765

2294
01494
SEMINOLE CO. FL
OFFICIAL RECORD
BOOK

STATE OF FLORIDA
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me
this 9th day of January, 1998, by Charles L. Ashley, as Vice
President of THE VIERA COMPANY, a Florida corporation, on behalf
of the corporation. Said person (check one) is personally
known to me, produced a driver's license (issued by a state of
the United States within the last five (5) years) as
identification, or produced other identification, to

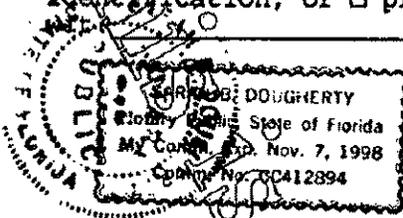


Sarah B. Dougherty
Print Name: Sarah B. Dougherty
Notary Public, State of Florida
Commission No.: CC412894
My Commission Expires: 11/7/98

COPIED

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 13th day of January, 1996, by Calvin J. Livingston, as Secretary of THE VIERA COMPANY a Florida corporation, on behalf of the corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to

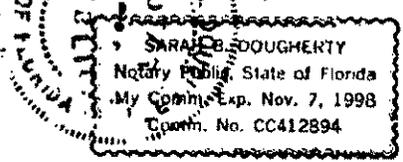


Sarah B. Dougherty
Print Name: Sarah B. Dougherty
Notary Public, State of Florida
Commission No.: CC412894
My Commission Expires: 11/7/98

OFFICIAL RECORDS
BOOK 3294
0495
SEMINOLE CO. FL

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

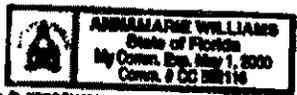
The foregoing instrument was acknowledged before me this 13th day of January, 1996, by ELAINE D. LAVENDER. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:



Sarah B. Dougherty
Print Name: Sarah B. Dougherty
Notary Public, State of Florida
Commission No.: CC412894
My Commission Expires: 11/7/98

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 7 day of January, 1996, by MALCOLM A. LAVENDER. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit:



Abigail Williams
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

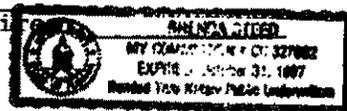
PERSONALLY KNOWN BY ME
 PRODUCED I.D.

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

OFFICIAL RECORDS
BOOK 22911
SEMINOLE CO. F 0496

The foregoing instrument was acknowledged before me this 21st day of November, 1996, by MARK A. KINDER. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

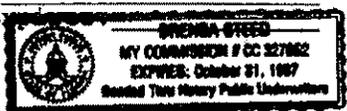
Brenda Steed
Print Name: Brenda Steed
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 17th day of November, 1996, by AMY DUDA KINDER. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

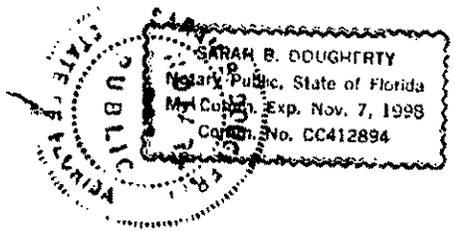
Brenda Steed
Print Name: Brenda Steed
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

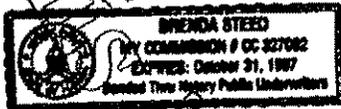
The foregoing instrument was acknowledged before me this 18th day of December, 1996, by KEITH P. BUCKLEY. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

Sarah B. Dougherty
Print Name: SARAH B. DOUGHERTY
Notary Public, State of Florida
Commission No. CC412894
My Commission Expires: 11/7/98



STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 14th day of December, 1996, by LAURI D. BUCKLEY. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

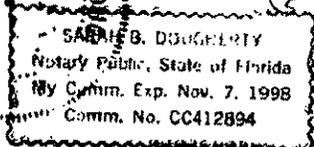


Brenda Steed
Print Name: Brenda Steed
Notary Public, State of Florida
Commission No.: CC 327052
My Commission Expires: 10-31-97

OFFICIAL RECORDS
BOOK
3296 0497
SEMINOLE CO. FL

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

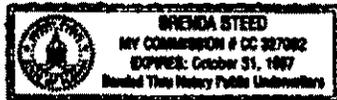
The foregoing instrument was acknowledged before me this 9th day of January, 1996, by FERDINAND S. DUDA. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____



Sarah B. Dougherty
Print Name: Sarah B. Dougherty
Notary Public, State of Florida
Commission No.: CC412894
My Commission Expires: 11/7/98

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 16th day of December, 1996, by EMILY F. DUDA. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

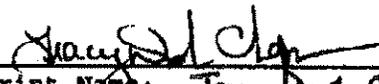


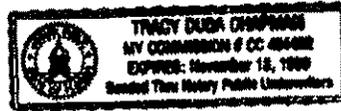
Brenda Steed
Print Name: Brenda Steed
Notary Public, State of Florida
Commission No.: CC 327052
My Commission Expires: 10-31-97

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 29th day of January, 1997, by ELIZABETH MIKLER DUDA. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

OFFICIAL RECORDS
BOOK
3394 0498
SEMINOLE CO. FL


Print Name: Tracy Duda Chapman
Notary Public, State of Florida
Commission No.: 494462
My Commission Expires: 11/13/99



This is not a certified copy

TRIP

CONSERVATION EASEMENT

OFFICIAL RECORDS
BOOK 2
2394
SEMINOLE CO. FL
0499

FROM the Southeast Corner of Lot 78 of SLAVIA COLONY CO.S SUBDIVISION, as recorded in Plot Book 2 on Page 71 of the Public Records of Seminole County, Florida, run N.00°28'27"E., along the East line of said Lot 78, 25.00 feet to the Northerly right of way line of MIKLER ROAD, as recorded in Plot Book 6 on Page 14 of the Public Records of Seminole County, Florida, said point being the POINT OF BEGINNING, run thence N.90°W. (West) along said Northerly right of way line, 213.62 feet, thence leaving said right of way line run N.34°07'58"W. 54.18 feet, thence N.03°15'00"E. 34.77 feet, thence N.21°18'17"W. 41.98 feet, thence N.10°33'43"E. 112.09 feet, thence N.35°49'04"E. 48.05 feet, thence N.44°01'04"E. 86.61 feet, thence N.06°08'33"W. 83.40 feet, thence N.14°32'48"W. 88.82 feet, thence N.04°54'02"E. 59.92 feet, thence N.33°23'35"E. 48.45 feet, thence N.32°03'40"E. 122.37 feet, thence N.54°22'37"E. 63.57 feet, thence N.22°54'43"E. 67.70 feet, thence N.04°11'16"E. 65.36 feet, thence N.10°57'43"W. 71.49 feet, thence N.33°32'08"W. 75.88 feet, thence N.48°21'14"W. 82.07 feet, thence N.59°36'43"W. 68.93 feet, thence N.80°58'14"W. 104.44 feet, thence S.58°23'51"W. 83.46 feet, thence N.66°47'34"W. 71.47 feet, thence N.38°35'56"W. 63.87 feet, thence N.02°49'39"W. 94.66 feet, thence N.35°37'13"E. 41.33 feet, thence N.13°25'24"E. 28.95 feet to the North line of said Lot 78, run thence S.89°49'20"E., along said North line, 440.81 feet to the Northeast Corner of said Lot 78, run thence S.00°28'27"W. along the East line of said Lot 78, 1295.99 feet to the POINT OF BEGINNING. AND, BEGIN at the Northwest Corner of said Lot 78 and run S.89°49'20"E., along said North line of Lot 78, 75.00 feet, run thence S.25°41'58"W. 177.30 feet to the West line of said Lot 78, run thence N.00°40'32"E., along said West line, 160.00 feet to the POINT OF BEGINNING.

Copyright © 2007
LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

Witnesses:

Sylvia L. Smith
SYLVIA L. SMITH

Helen M. Govern
HELEN M. GOVERN

Planning and Development Dept.
Development Review Division

Gil Backenstoss, Jr.
Gil Backenstoss, Jr.
Development Review Manager

Date: March 3, 1998

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

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 on April 2, 1997.

Lawrence J. Hunt
County Attorney

OFFICIAL RECORDS
BOOK
7796
0500
SEMINOLE CO. FL

Q:\dr\dres01\stream

Not a certified copy

JOINDER BY MORTGAGEE

The undersigned, as the owner and holder of that certain Mortgage dated January 16, 1996 and recorded January 23, 1996 in Official Records Book 3021, Page 0986, Public Records of Seminole County, Florida (hereinafter referred to as the "Mortgage") hereby subordinates the lien of the Mortgage to the easement rights granted pursuant to this Amended and Restated Sheetflow Drainage and Conservation Easement.

OFFICIAL RECORDS
BOOK
3996
SEMINOLE CO. FL
0501

WITNESSES Signed, Sealed and delivered in the presence of:

The Citizens Bank of Oviedo

Teresa Woods
Print Name: Teresa Woods

By: Terry W. Vargo
Name: TERRY W. VARGO
Title: VICE PRESIDENT

Carolyn Miller
Print Name: Carolyn Miller

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 6th day of February, 1997, by Terry W. Vargo, as Vice President of The Citizens Bank of Oviedo, a Florida corporation, on behalf of the corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____



FRANCINE STUCKY
MY COMMISSION # CC302411 EXPIRES
July 18, 1997
BONDED THROUGH TRISTY FARM INSURANCE INC

Francine Stucky
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

COPY

JOINDER BY MORTGAGEE

The undersigned, as the owner and holder of that certain Mortgage dated November 29, 1995 and recorded December 1, 1995 in Official Records Book 2999, Page 1784, Public Records of Seminole County, Florida (hereinafter referred to as the "Mortgage") hereby subordinates the lien of the Mortgage to the easement rights granted pursuant to this Amended and Restated Sheetflow Drainage and Conservation Easement.

WITNESSES, Signed, Sealed and delivered in the presence of:

[Signature]

By: SunTrust Bank Central Fl NA
Name: Gary C. Parker
Title: First Vice President

[Signature]
Print Name: Nancy Reynolds

[Signature]
Print Name: Janice Sorrentino

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 27 day of March, 1997, by Gary C. Parker, as First Vice President of SunTrust Bank Central Fl NA a Florida corporation, on behalf of the corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

[Signature]
Print Name: Mrs. Natalie Randall
Notary Public, State of Florida
Commission No.: 431907
My Commission Expires: _____

2007

MRS NATALIE RANDALL
My Commission CC431907
Expires Feb. 22, 1999
Bonded by ANB
800-888-0875

OFFICIAL RECORDS
BOOK
2999
SEMINOLE CO. FL
0502

JOINDER BY MORTGAGEE

The undersigned, as the owner and holder of that certain Mortgage dated February 26, 1992 and recorded March 3, 1992 in Official Records Book 2395, Page 2023, Public Records of Seminole County, Florida (hereinafter referred to as the "Mortgage") hereby subordinates the lien of the Mortgage to the easement rights granted pursuant to this Amended and Restated Sheetflow Drainage and Conservation Easement.

WITNESSES Signed, Sealed and delivered in the presence of:

Nancy Reynolds
Print Name: Nancy Reynolds
Janice Sorrentino
Print Name: Janice Sorrentino

Gary C. Parker
By: SunTrust Bank Central FL NA
Name: Gary C. Parker
Title: First Vice President

OFFICIAL RECORDS
BOOK
1994
SEMINOLE CO. FL
0503

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 27 day of March, 1997, by Gary C. Parker, as First Vice President of SunTrust Bank Central FL NA, a Florida corporation, on behalf of the corporation. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____

Natalie Randall
Print Name: Mrs. Natalie Randall
Notary Public, State of Florida
Commission No.: 431907
My Commission Expires: _____

NOTARY PUBLIC
STATE OF FLORIDA
NATALIE RANDALL
My Commission **00431907**
Expires Feb. 22, 1998
Bonded by ANB
800-992-9278

OFFICIAL RECORDS
BOOK PAGE

MARYANNE MORSE
CLERK OF CIRCUIT COURT

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

2899 1300

647457

94 DEC -1 AM 9:43

2899
1300

SHEETFLOW DRAINAGE AND CONSERVATION EASEMENT

THIS GRANT OF EASEMENT is made this 15th day of February 1994, by and between THE VESPA COMPANY, a Florida Corporation, whose address is 7380 Murrell Road, Suite 201, Melbourne, Florida 32940, and ELAINE D. LAVENDER, joined by MALCOLM A. LAVENDER, her husband, whose address is 2275 Mikler Road, Oviedo, Florida 32765, hereinafter collectively referred to as "GRANTORS," 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."

2853 0986
SEMINOLE CO. FL.

OFFICIAL RECORDS
BOOK PAGE

WITNESSETH:

WHEREAS, GRANTORS are the owners in fee simple of certain real property hereinafter described, situated in the County of Seminole, State of Florida; and

WHEREAS, the property has scenic, natural, and aesthetic value in its present state as a natural area which has not been subject to development or exploitation; and

WHEREAS, the GRANTORS are willing to grant a conservation easement over the property, thereby restricting and limiting the use of land and contiguous water areas of the property, on the terms and conditions and for the purposes hereinafter set forth, and the GRANTEE is willing to accept such easement; and

WHEREAS, the GRANTORS and GRANTEE recognize the scenic, natural, natural drainage and aesthetic values of the property in its present natural state, and have, by the conveyance of a Sheetflow Drainage and Conservation Easement to the GRANTEE, the common purpose of conserving the natural values of the property, preserving the natural character and drainage functions of the property, and preventing the use or development of the property for any purpose or in any manner which would conflict with the maintenance of the property in its scenic, natural, and wooded condition,

NOW, THEREFORE, pursuant to the provisions of Section 704.06, Florida Statutes (1993), and other applicable law and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) to the GRANTORS in hand paid, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants, terms, conditions, and restrictions hereinafter set forth, GRANTORS hereby grant and convey unto the GRANTEE and its successors and assigns forever and in perpetuity an interest and conservation easement and an easement for natural sheetflow drainage water

MARYANNE MORSE
CLERK OF CIRCUIT COURT

689227

95 APR -1 AM 9:15

SEMINOLE COUNTY, FL
RECORDED & VERIFIED

RETURN TO SANDY WALL

THIS DOCUMENT PREPARED BY:
ADDRESS:

LORRINE H. GROOT
DEPUTY COUNTY ATTORNEY
1101 EAST FIRST STREET
SANFORD, FLORIDA 32771

Documentary Tax Pd. \$

Intangible Tax Pd.

Maryanne Morse, Clerk Seminole

County of Seminole, D.C.

BK209PG1111

ORB 2853
09801A

purposes all of the nature and character and to the extent hereinafter set forth, in respect to the lands of the GRANTORS situated in the County of Seminole, State of Florida, more particularly described as follows:

See Exhibit "A" said property being referred to as the "Easement Property."

TO HAVE AND TO HOLD said easement unto said GRANTEE and successors, and assigns forever.

THE TERMS, conditions, and restrictions of the easement right granted herein are as hereinafter set forth:

1. The uses set forth in Section 704.06, Florida Statutes (1993), are hereby prohibited upon the Easement Property.
2. The GRANTEE shall have the right, but not the obligation, to clear and keep clear all non-native vegetation and other obstructions that may interfere with the easement rights granted herein.
3. The GRANTEE shall have the right to the continued flow of natural sheetflow drainage on, over, upon, across and through the Easement Property.
4. The GRANTORS shall not build, construct, or create or permit others to build, construct, or create any buildings or other structures on the Easement Property, except as authorized in 6, below.
5. The GRANTORS shall not fill or regrade or permit others to fill or regrade the Easement Property.
6. The GRANTORS shall have all rights of a fee owner not inconsistent with the terms and conditions of this instrument. The right of the GRANTORS to utilize the Easement Property for permitted drainage purposes and, in connection therewith, to construct, reconstruct, repair and maintain any permitted drainage structures, equipment or improvements shall not be deemed to be inconsistent with the rights of the GRANTEE, as set forth herein, provided, however, that any drainage used by the GRANTORS shall be subject, in all respects, to the laws, rules and regulations of any and all government bodies or agencies having jurisdiction over the drainage activities.
7. The GRANTORS shall maintain the right to periodically enter upon the Easement Property in order to remove trash, litter and other waste and debris that may be located on the Easement Property and to otherwise take all such actions as are necessary to maintain the Easement Property and preserve the physical appearance and integrity of the Easement Property.

2899 1301
SEMINOLE COUNTY
OFFICIAL RECORDS
BOOK PAGE

IN THE EVENT a violation of these terms, conditions, or restrictions is found to exist the GRANTEE, or its successors or assigns, may after a thirty (30) day notice to the GRANTORS, or their personal representatives, heirs, successors, or assigns, institute a suit to enjoin by ex parte, temporary and/or permanent injunction such violation, to require the restoration of the Easement Property to its prior condition, or for damages for breach of covenant.

THE GRANTEE, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary to insure compliance with the terms, conditions, and purposes of this conservation easement by a prior failure to act.

THE GRANTEE, or its successors or assigns, reserves the right to enter the Easement Property at all reasonable times for the purpose of inspecting the Easement Property to determine if the GRANTORS, or their personal representatives, heirs, successors, or assigns, are complying with the terms, conditions, restrictions, and purposes of this easement.

THE GRANTORS agree that the terms, conditions, restrictions, and purposes of this easement will be inserted by them in any subsequent deed, or other legal instrument, by which they divest themselves of either the fee simple title to or of their possessory interest in the subject Easement Property.

SHOULD ANY SUBORDINATION to the interests herein granted and conveyed to the GRANTEE required by this instrument not occur, all development approvals to which the grant and conveyance relates shall be void and of no further effect and, to that end, the subordination of interests herein granted and conveyed shall be a condition precedent to the approval of the GRANTEE and the GRANTEE shall not be deemed to have waived its right to any required subordination by issuing development approvals or permits subsequent to the GRANTORS failure to obtain the said subordinations.

THE GRANTEE hereby represents to the GRANTORS that it currently operates under a self-insurance program within the statutory limits of the waiver of sovereign immunity and that the GRANTEE has not waived its sovereign immunity. To the extent permitted by law and subject to all sovereign immunity limits of liability as set forth in Section 768.28, Florida Statutes (1993), the GRANTEE agrees to indemnify the GRANTORS for any negligent acts of the GRANTEE in exercising its rights under this instrument.

TO HAVE AND TO HOLD said conservation easement unto said GRANTEE, its successors and assigns forever. Together with all common law covenants of title, this grant and conveyance includes the covenant of further assurances. The covenants agreed to and the terms, conditions, restrictions, and purposes imposed as

BOOK
2853 0987
SEMINOLE CO. FL.

aforesaid shall not only be binding upon the GRANTORS but also their agents, personal representatives, heirs and assigns, and all other successors to them in interest and shall continue as a servitude running in perpetuity with the Easement Property.

IN WITNESS WHEREOF, the GRANTORS and GRANTEE have hereunto set their hands and seal in the day and year above written.

ATTEST:



Luther J. Duda, Secretary

THE VIERA COMPANY

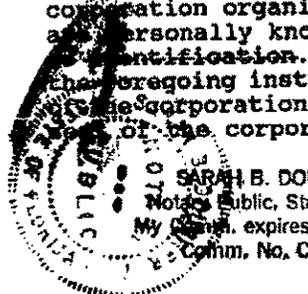
By: Charles L. Ashley
Charles L. Ashley, Vice President

Date: February 14, 1994

2853 0988
OFFICIAL RECORDS
BOOK PAGE
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that, on this 14th day of February, 1994, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Charles L. Ashley and Luther J. Duda, as Vice (President) and (Secretary), respectively, of THE VIERA COMPANY, a corporation organized under the laws of the State of Florida, who are personally known to me or who have produced identification. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.



SARAH B. DOUGHERTY
Notary Public, State of Florida
My Comm. expires Nov. 7, 1994
Comm. No. CC062021

Sarah B. Dougherty
Print Name Sarah B. Dougherty
Notary Public in and for the County
and State Aforementioned
My commission expires: 11/7/94

WITNESSES:

Tracy L. Duda
SIGNATURE

Tracy L. Duda
PRINT NAME

Sarah B. Dougherty
SIGNATURE

Sarah B. Dougherty
PRINT NAME

Elaine D. Lavender
ELAINE D. LAVENDER

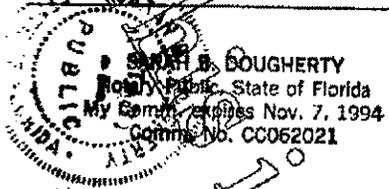
Malcolm A. Lavender
MALCOLM A. LAVENDER

ADDRESS: 3275 Mikler Road
Oviedo, Florida 32765

COPIES

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 15th day of February, 1994, by ELAINE D. LAVENDER and MALCOLM A. LAVENDER, who are personally known to me or who have produced _____ as identification.



Sarah B. Dougherty
Print Name Sarah B. Dougherty
Notary Public in and for the County and State Aforementioned
My commission expires: 11/7/94

2853 0989
OFFICIAL RECORDS
BOOK PAGE
SEMINOLE CO. FL.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

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

By: _____, 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 Commis-
sioners at their _____,
19____, regular meeting.

County Attorney

LNG/gg
02/07/93
Attachment
"Exhibit A" - Easement Property description
P:\USERS\WOTV\ERRA\CO.BMF

Notarized Certified Copy

JOINDER BY MORTGAGEE

The undersigned, as the owner and holder of that certain Sunline Equity Mortgage dated February 26, 1992 and recorded March 3, 1992 in Official Records Book 2395, Page 2023, Public Records of Seminole County, Florida (hereinafter referred to as the "Mortgage") hereby subordinates the lien of the Mortgage to the easement rights granted pursuant to this Conservation Easement.

2853 0990
OFFICIAL RECORDS
PAGE
BOOK
SEMINOLE CO. FL.

WITNESSES: Signed, Sealed and delivered in the presence of:

Lisa Johannes
Signature

LISA JOHANNES
Print Name

Sarah B. Dougherty
Signature

SARAH B. DOUGHERTY
Print Name

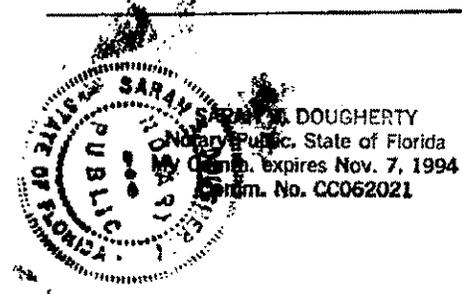
STATE OF FLORIDA)
COUNTY OF SEMINOLE) ss

SUN BANK, NATIONAL ASSOCIATION

By: Gary C. Parker
Name: GARY C. PARKER
Title: VICE PRESIDENT



The foregoing instrument was acknowledge before me this 11th day of FEBRUARY, 1994, by GARY C. PARKER, as of SUN BANK, NATIONAL ASSOCIATION, on behalf of the corporation. Said person did not take an oath and (check one) (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: IS PERSONALLY KNOWN TO ME.



SARAH B. DOUGHERTY
Print Name

Sarah B. Dougherty
Notary Public in and for the County and State Aforementioned

My commission expires: 11/7/94

Phillip E. Hampton, PLS
“Consulting Land Surveying Services”
293 Crystal Circle, Oviedo, Florida 32765
Phone 407-365-5921

October 10, 2007

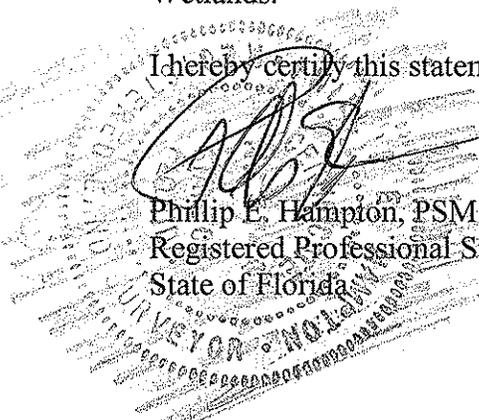
STATEMENT OF FACT.

When I surveyed and made the record plat for “MIKLER ROAD ESTATES” in Seminole County, Florida, the Planning Department wanted me to show a “Conservation Easement” for the area of the lots that was “considered” wetlands. I ask if I needed to enlist an Environmentalist to determine the location of the line and they instructed me to “just go out and locate the edge of the tree canopy along the rear of the lots”. I did so and showed it on the record plat as an easement line for the “Conservation Easement”. I knew at the time that I was doing it that I was not an Environmentalist and the line that I was showing on the plat would have no scientific basis. In my opinion the line shown on the plat is erroneous and has no basis for its location. Following the current location of the new wetlands line on the property it is very evident that the line as shown on the plat is nowhere close to where it should have been and would not be a burden on the Wetlands.

I hereby certify this statement to be true to the best of my knowledge and belief.



Phillip E. Hampton, PSM
Registered Professional Surveyor and Mapper Number 3744
State of Florida



**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Legislative Update

DEPARTMENT: County Manager Office

DIVISION:

AUTHORIZED BY:

CONTACT: Lisa Spriggs

EXT: 7172

MOTION/RECOMMENDATION:

Staff will provide an update of legislative program and activities.

County-wide

Lisa Spriggs, Susan Dietrich

BACKGROUND:

Legislative update.

Additionally Reviewed By: No additional reviews
