



September 22, 2026 - Regular Meeting

Subject

Execution of License Agreement with Sema Construction, Inc., Concerning a Portion of the County Property located in Cortez, Florida 34215, Peter Morrow, Property Acquisition Division Manager - District 3

Category

REGULAR

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

- Chad Butzow, Chief Utilities Engineer, Manatee County Utilities Department, Extension 5026
- Peter Morrow, Property Acquisition Division Manager, Property Management Department, Extension 6913

Action Requested

- Execute License Agreement with Sema Construction, Inc.

Enabling/Regulating Authority

- Chapter 125 of the Florida Statutes, County Government

Applicable Advisory Board

N/A

Background Discussion

- Manatee County (County) owns the properties, located in Cortez, Florida, as more particularly described in that certain Warranty Deed, recorded on January 3, 2025, in Official Records Instrument Number 202541000588, of the Public Records of Manatee County, Florida, and having the Property Identification Numbers 7618500057, 7608000159, 7621700109, 7621700059, and 7618700109 (collectively, the Properties).
- The new Cortez Bridge project is a long-term investment by the Florida Department of Transportation (FDOT) to replace the aging 1956 drawbridge with a 65-foot-high fixed-span structure (Project). Construction is expected to begin in summer 2026 and last approximately three to four years.
- The Project has many public benefits, including but not limited to:
 1. No More Traffic Stoppages: By eliminating the drawbridge, road traffic will no longer be halted for marine vessels.

See attached agenda update memo 9/17/26

2. The new 65-foot height will allow 98% of boat traffic to pass underneath freely, compared to only 33% today.
 3. Faster Emergency Response: Unlike the current bridge, which lacks shoulders, the new design includes 10-foot shoulders on both sides. This allows emergency vehicles to bypass congestion, a critical feature for island residents during medical emergencies or evacuations.
 4. Enhanced Safety and Accessibility: The Project features 10-foot-wide sidewalks separated by concrete barriers, significantly improving safety for pedestrians and cyclists compared to the narrow walkways on the existing bridge.
- Manatee County is contractually bound by a Utility Work Schedule (UWS) with FDOT to relocate our existing water and sewer pipes out of the way of the Project prior to construction starting on the Project.
 - The Manatee County utility relocations were delayed because the watermain pipe originally installed under the bay did not meet contractual requirements, so a new pipe had to be directionally drilled under the bay. This work continues and is scheduled to be completed in the coming weeks.
 - Sema Construction, Inc. (SEMA) has been selected by the FDOT to construct and complete the Project.
 - FDOT's required start date for SEMA to begin constructing the Project was originally scheduled for July 6th, 2026, but has been incrementally delayed by FDOT so the delayed existing utility conflicts can be fully relocated ahead of the construction commencing. SEMA began mobilizing their forces in July to conform with the start date at that time and has incurred costs attributed to Manatee County through the delayed completion of the County's UWS work. These costs are accruing at a rate of \$28,901.61 per day and cannot be fully accounted for until the conflicting existing utility pipes are abandoned in the coming weeks.
 - SEMA has requested use of a portion of the Properties, for a term of forty eight (48) months, for the purpose of staging and storage of materials, as well as other construction related needs, and to help with keeping the Project on time and completed in a timely manner.
 - On June 16, 2026, a Right of Entry Agreement was executed by the Board of County Commissioner's (BOCC), with a term of sixty (60) days, to allow Staff and the County Attorney's Office time to draft the agreement that is the subject of this agenda item. On August 4, 2026, that Right of Entry Agreement was extended for an additional sixty (60) days.
 - In exchange for the use of a portion of the Properties SEMA has proposed that it shall:
 1. construct an area to park, store, and fuel the County's boats, within one hundred twenty (120) days, at its sole cost and expense, which is estimated to be \$4,800.00;
 2. remove the existing house located at 4327 127th Street West, Cortez, Florida 34215-2507 together with all related structures, utilities, and improvements, within one hundred twenty (120) days, at its sole cost and expense, which is estimated to be \$30,000.00;
 3. restore existing sheet pile wall areas from damage sustained by Hurricane Milton, within forty eight (48) months, at a cost to the County not to exceed \$3,985,638.88.
 - The estimated cost to the County to contract with another vendor to restore the existing sheet pile wall areas from damage sustained by Hurricane Milton, \$5,621,000.00, which denotes SEMA providing a 29% or \$1,635,361.12 cost savings to the County, that amount combined with the value of the other work being done has an estimated total value to the County of \$1,670,161.12.

Attorney Review

Formal Written Review (Opinion memo must be attached) D'Agostino

Instructions to Board Records

Please email a copy of the approved agenda item to the following:

- Peter Morrow at peter.morrow@mymanatee.org
 - Clarke Davis at clarke.davis@mymanatee.org
 - Scott May at scott.may@mymanatee.org
 - Cary Knight at cary.knight@mymanatee.org
 - Charles Meador at charles.meador@mymanatee.org
 - Jeff Anthony at jeff.anthony@mymanatee.org
- Notice of Deferral distributed, 9/22/26, RT

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



September 22, 2026 - Regular Meeting

Subject

Updates to Agenda - September 17, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 9/17/26) for the meeting of September 22, 2026:

AWARDS/PRESENTATIONS/PROCLAMATIONS

Proclamations

Item 1, POW/MIA Recognition Month Day

- This agenda item was updated to reflect that it will be presented.

Item 3, Ovarian Cancer Awareness Month

- This agenda item was updated to reflect that it will not be presented.

GENERIC PUBLIC COMMENTS

- This agenda item was updated with additional comments.

CONSENT AGENDA

Clerk of Circuit Court

Item 5, Approval of the Clerk's Consent Agenda dated September 22, 2026.

- This agenda item was updated with the revised Clerk's Consent Calendar and Minutes for September 1, 2026.

Community and Veterans Services

Item 7, Adoption of Resolution R-26-124, authorizing Submission and Acceptance of the FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Formula Award for Manatee County Sheriff's Office Public Safety Needs, Dr. Renese M. Remy, Criminal Justice Policy Coordinator - Countywide

- This agenda item was updated to include the Certifications and Assurances by the Chief Executive of the Applicant Government.

Item 8, Adoption of Resolution R-26-125, amending the 2024–2027 Local Housing Assistance Plan to Add a Mobile/Manufactured Housing Strategy Required by Chapter 2026-173, Laws of Florida (SB 594), Deborah Ash, Housing and Community Development Coordinator

- This agenda item was updated with revised Resolution R-26-125, which deleted reference(s) to Exhibit E.

Item 10, Adoption of Resolution R-26-132 on behalf of the Housing Finance Authority of Manatee County (the "Authority"), approving the issuance within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, of the Authority's Multifamily Housing Revenue Bonds (Lotus Vyne Project), in the principal amount of not to exceed \$71,775,045 (the "Bonds"), Angela Abbott, Housing Finance Authority Attorney

- This agenda item was updated with revised Cover Sheet in strikethrough / underline format and Resolution R-26-132.

Property Management

Item 29, Adoption of Budget Amendment Resolution B-26-112; and Execution of Deed of Rural Lands Protection Easement for Mossy Island Ranch in Partnership with the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, Kara Koenig, Environmental Lands Program Section Manager - District 1

- This agenda item was updated with revised Deed of Rural Lands Protection Easement for Mossy Island Ranch.

Item 30, Adoption of Budget Amendment Resolution B-26-113; and Execution of Deed of Rural Lands Protection Easement for Thundercloud Ranch in Partnership with the Florida Department of Agriculture and Consumer Services, Rural and Family Lands Protection Program, Kara Koenig, Environmental Lands Program Section Manager - District 1

- This agenda item was updated with revised Deed of Rural Lands Protection Easement for Thundercloud Ranch.

Public Safety

Item 35, Adoption of Resolution R-26-123, authorizing the Public Safety Department to Participate in the Intergovernmental Transfer Program with the State of Florida Agency for Health Care Administration, Sean Dwyer, Chief of Emergency Medical Services – Countywide

- This agenda item was updated with finalized Resolution R-26-123 with Exhibit A, Form of Agreement Public Emergency Medical Transportation Letter of Agreement and Cover Sheet in strikethrough/underline format.

Item 36, Adoption of Resolution R-26-128, Low Income Pool and Graduate Medical Education Program Funding - Thu Le, Health Information Services Manager – Countywide

- This agenda item was updated to revise the Cover Sheet in strikethrough / underline format; and add Resolution R-26-128, Low Income Pool Letter of Agreements for MCR Health and Centerstone, and Graduate Medical Education Letter of Agreement for Centerstone.

ADVERTISED PUBLIC HEARINGS - LEGISLATIVE

Presentations Scheduled

Item 45, Adoption of Ordinance 26-36, regulating Simulated Gambling Devices and Memorandum of Understanding (MOU), Tom Wooten, Code Enforcement Chief - Countywide

- This agenda item was updated to change the presenter from Tom Wooten, Code Enforcement Chief, to Stephanie Charles, Development Services Deputy Director.

Item 46, Adoption of Ordinance 26-42, Data Center Moratorium - PLN2609-0022 - Legislative - Jay Stearman, Planner I - Countywide

An Ordinance Manatee County, Florida establishing a temporary moratorium on the submission and acceptance of applications for building permits, site plans, development orders, development agreements, special permit uses, rezonings, and comprehensive plan amendments related to data centers, large-scale data centers and other large load customers within unincorporated Manatee County; providing for authority; legislative findings of fact; temporary moratorium imposed; duration of temporary moratorium; providing for severability; and an effective date.

- This agenda item was updated with the Affidavit of Publishing, Revised Ordinance 26-42 and public comments.

REGULAR

Property Management

Item 49, Execution of License Agreement with Sema Construction, Inc., Concerning a Portion of the County Property located in Cortez, Florida 34215, Peter Morrow, Property Acquisition Division Manager - District 3

- This agenda item was deferred to October 6, 2026.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

THIS INSTRUMENT PREPARED BY:

Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: Cortez Bridge Replacement

PID NO: 7618500057, 7608000159, 7621700059, & 7618700109

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into by **MANATEE COUNTY**, a political subdivision of the State of Florida, (**“Licensor” or “County”**) whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, and, **SEMA CONSTRUCTION, INC.**, a Colorado corporation, authorized to do business in the State of Florida (**“Licensee”**) whose mailing address is 7353 South Eagle Street, Centennial, Colorado 80112. Licensor and Licensee are sometimes collectively referred to herein as **“Parties”** and individually as **“Party”**.

WHEREAS, Licensor is the owner of certain real property which is located in Manatee County, State of Florida, more particularly described in that certain Warranty Deed, recorded on January 3, 2025, in Official Records Instrument Number 202541000588, of the Public Records of Manatee County, Florida (**“Property”**); and

WHEREAS, Licensee has requested permission from the County to enter upon portions of the Property for specified limited purposes of conducting certain activities, including using portions of the Property for material staging and a field office location for the construction of the new Florida Department of Transportation State Road 684 Bridge Replacement Project (Project); and

WHEREAS, the County desires to license certain portions of the Property to Licensee in exchange for Licensee performing certain improvements within the Property as hereinafter described; and

WHEREAS, the Board of County Commissioners of Manatee County, Florida, (Board) has determined that granting the requested license pursuant to the terms outlined herein is in the best interests of the County, its citizens, taxpayers, and business community; and

WHEREAS, Licensor desires to grant to Licensee the permission to enter onto the specified portions of the Property for the purposes herein described; and

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms, and conditions set forth herein and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS**: The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **EFFECTIVE DATE**: For purposes of this Agreement, the **Effective Date** shall be the date upon which the Agreement is executed by both parties.

3. **EXHIBITS**: The exhibits attached, incorporated, and made a part of this Agreement are as follows:

Exhibit A, a location map of the area to be licensed hatched in purple ("Licensed Area");

Exhibit B, a location map of the area to park, store, and fuel the County's ferry boats hatched in blue;

Exhibit C, a location map of the area where a house is to be removed hatched in red;

Exhibit D, a location map of the sheet pile wall areas to be repaired in green;

Exhibit E, Insurance Coverage Requirements;

Exhibit F, Anti-Human Trafficking Affidavit.

In the event of a conflict between the terms and conditions provided in the body of this Agreement and the Exhibit(s), the provisions contained within the body of this Agreement shall prevail unless the term or provision in the exhibit specifically states that it shall prevail.

4. **GRANT OF LICENSE**: Licensor hereby grants to Licensee, its employees, agents, invitees, consultants, contractors and subcontractors the non-exclusive right to enter onto the Licensed Area for the purposes of 1) staging and storage of materials, 2) other construction related needs, and 3) upon written approval of Licensor, not to be unreasonably withheld, all other purposes reasonably related to accomplishing the same, all at Licensee's sole cost and expense. Notwithstanding the license granted herein, Licensee's use of the Licensed Area shall not interfere with, impede, or otherwise adversely affect Licensor's use of any portion of the blue hatched area in Exhibit B for the parking, storage, servicing, fueling, operation, or maintenance of Licensor's ferry vessels.

5. **TERM**: The term of this Agreement and the license herein granted shall commence on the Effective Date and automatically expire, without further notice or action by either Party, at 11:59 p.m. on the date that is forty-eight (48) months after the Effective Date, unless earlier terminated by the Licensor pursuant to this Agreement or extended as a result of a Force Majeure Event as provided herein. Notwithstanding the foregoing, Licensor may (a) terminate this Agreement and the license herein granted for any reason upon one hundred twenty (120) days' prior written notice to Licensee and (b) immediately suspend or terminate this Agreement or the license herein granted upon written notice if the County determines that such action is necessary to protect public health, safety, welfare, County operations, or County property, or in the event of

a breach of this Agreement by Licensee. Upon termination, Licensee shall immediately cease all activities and vacate the Property.

6. **CONSIDERATION FOR LICENSE**: The Licensee shall, (a) within one hundred twenty (120) days after the Effective Date, construct an area to park, store, and fuel the County's ferry boats, at its sole cost and expense, within the area hatched in blue as depicted in Exhibit B; (b) within one hundred twenty (120) days after the Effective Date, remove the existing house located at 4327 127th Street West, Cortez, Florida 34215-2507, together with all related structures, utilities, and improvements, at its sole cost and expense, within the area hatched in red, as depicted in Exhibit C; and (c) on the Effective Date, enter into a contract with Manatee County, not to exceed \$3,985,638.88, to restore existing sheet pile wall areas within the areas in green, as depicted in Exhibit D.

7. **ASSIGNABILITY**: The Parties may not assign this Agreement, or any right of obligation of this Agreement without prior written consent of the other Party. The license granted herein is personal to Licensee and may not be assigned or transferred without prior written consent of the Licensors.

8. **AMENDMENTS**: This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by an instrument in writing executed by the Parties hereto. All amendments are subject to acceptance and approval by the Board.

9. **LEGAL FEES AND COSTS**: Each Party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceeding, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

10. **AUTHORIZATION**: Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute this Agreement.

11. **BINDING EFFECT**: This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and permitted assigns.

12. **COOPERATION**: Upon Licensee's written request, Licensors shall reasonably cooperate with Licensee and Licensee's representatives in connection with Licensee's efforts to obtain permits and approvals necessary to perform its obligations under this Agreement. Such cooperation shall be limited to executing applications, authorizations, consents, or other documents that the Licensors, in its reasonable

discretion, determines are appropriate solely to evidence the Licensee's right to perform the activities authorized or required pursuant to this Agreement. Nothing herein shall require the Licensors to incur any cost or expense, assume any liability or obligation, make any representation or warranty, waive any right, or endorse or support any permit application or proposed improvements. Any authorization for the Licensee to act on the Licensors' behalf shall be limited solely to the specific approval or permit for which such authorization is expressly granted in writing by the Licensors and shall not create a general agency relationship or authorize the Licensee to bind the Licensors in any respect.

13. **ENTIRE AGREEMENT:** This Agreement and the Exhibits attached hereto contain the final and entire agreement between the Parties with respect to the license of the Licensed Area and other obligations of the Parties and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. The Parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

14. **GOVERNING LAW: VENUE:** The Agreement is governed by Florida law. The venue for and dispute regarding this Agreement, if in state court, will be exclusively in Manatee County, Florida, and if in federal court, will be in the Middle District of Florida, Tampa Division.

15. **PUBLIC RECORDS:** Notwithstanding any other provision of this Agreement, the County will not be required to hold confidential any information or records required to be made available to the public pursuant to Chapter 119, Florida Statutes. This provision shall survive the termination or expiration of the Agreement.

Pursuant to Section 119.0701, Florida Statutes, to the extent Licensee is performing services on behalf of the County, Licensee shall:

- A. Keep and maintain public records that would ordinarily be required by the County to perform the services.
- B. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement if Licensee does not transfer the records to the County.
- D. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Licensee or keep and maintain public records

required by the County to perform the service. If Licensee transfers all public records to the County upon completion of the Agreement, Licensors shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Licensee keeps and maintains public records upon completion of the Agreement, Licensee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

PHONE: 941.742.5845

EMAIL: LACY.PRITCHARD@MYMANATEE.ORG

**MAILING ADDRESS: MANATEE COUNTY GOVERNMENT,
ATTN: PUBLIC RECORDS CUSTODIAN, P. O. BOX 1000,
BRADENTON, FL 34206**

16. **FORCE MAJEURE**: No Party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, an epidemic, a failure or disruption of utility services, a fire, a flood, a hurricane, an insurrection, a pandemic, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing Party is unable in whole or in part to prevent or overcome (**Force Majeure Event**). All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement. If a Force Majeure Event prevents the Licensee from using the Licensed Area as permitted under this Agreement prior to the termination of this license, the term of this license shall automatically extend for an additional forty-five (45) days.

17. **HEADINGS**: The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

18. **INTERPRETATION**: Each Party has had equal input into the drafting of this Agreement and has been represented by counsel in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall

be construed against any Party, whether under any rule of construction or otherwise. On the contrary, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Contract.

19. **NO DEVELOPMENT RIGHTS CONFERRED**: Nothing herein shall be construed or deemed as giving approval for any development of the Property or any property. Nothing contained in this Agreement shall (i) create any development rights in favor of Licensee; (ii) create, or otherwise acknowledge the existence of, any vested development rights by reason of estoppel, detrimental reliance, or otherwise; or (iii) authorize, permit, or otherwise allow any construction and/or development of or on any property unless separately approved by the Board pursuant to County ordinances and the Manatee County Land Development Code (LDC). All land use authorizations, and development and construction rights and authorizations shall be obtained upon proper application and in compliance with all standards and requirements of applicable and relevant county and/or city governments. Licensee must apply for and receive all required land use approvals and federal, state, and local permits required, if any, to use the Property in accordance with this Agreement. This Agreement does not obligate the County to issue any permits to Licensee and does not relieve Licensee of the necessity to comply with the applicable law, procedural and substantive, governing said permitting requirements. Nothing contained herein shall be deemed or construed to require Licensors, the Manatee County Planning Commission or the Board to approve any applications submitted by Licensee relative to any property. Review, approval or denial of any such applications shall be performed in compliance with Florida law, the Manatee County Code of Ordinances and the Manatee County Land Development Code.

20. **NOTICE**: Any and all notices, approvals, claims, consents, demands, requests, or other communications between the Parties ("**Notices**") shall be in writing and sent by, hand delivery or by registered or certified U.S. mail, postage prepaid, to the following addresses (or to such other address as either Party may designate by delivery of prior notice to the other Party):

If to Licensee:	Sema Construction, Inc. 7353 South Eagle Street Centennial, Colorado 80112
If to Licensors:	Manatee County Government Attention: County Administrator Post Office Box 1000 Bradenton, Florida 34206
And	Manatee County Government Attention: County Attorney Office of the County Attorney

1112 Manatee Avenue West, Suite 969
Bradenton, Florida 34205

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or five (5) days after mailing, whichever occurs first.

21. **SEVERABILITY**: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

22. **CONDITION OF THE PROPERTY**: Licensee shall accept the Property "as is" and expressly acknowledges and agrees that:

- A. Lessor has made no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the Licensee;
- B. Lessor bears no liability or responsibility to Licensee for same;
- C. Licensee accepts all responsibility to maintain and repair the Property, at Licensee's expense from the Effective Date until termination of the Agreement;
- D. Lessor is not obligated to fund any future improvements or renovations to the Property.
- E. Licensee waives any claims against the County by Licensee or anyone claiming by, through, under, or against Licensee or County for (1) any defects and damages that may exist at the Property from the Effective Date until termination of this Agreement and (2) any defects and damages that may be discovered by Licensee or anyone.

23. **INDEMNIFICATION**: Licensee shall indemnify, defend, keep, save and hold harmless Lessor its agents, officials and employees from all claims, suits, actions or proceedings for injuries, deaths, losses, damages, claims, liabilities, judgments, costs and expenses (including attorney's fees in the lower court and through appeal) which may accrue or be asserted against the County, arising out of Licensee's use of, and activities on, the Property and Licensee's performance of, or its failure to perform its obligations pursuant to this Agreement, or the use of the Property by Licensee whether or not contemplated under the terms of this Agreement, whether or not it shall be alleged or determined that the cause of action arose through negligence or omission of Licensee

or its employees, or of the subcontractors or its employees, if any, or the agents of Licensee. Licensee shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgment shall be rendered against the County in any such action, Licensee shall, at its own expense, satisfy and discharge the same. Licensee expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by or on behalf of Licensee shall in no way limit Licensee's responsibility to indemnify, keep and save harmless and defend the County as provided herein. Licensee's obligation and promise to indemnify, defend, save and hold harmless the County shall not obligate Licensee to do so for any damages to the extent that they arise from any negligent or intentional acts of the County, or any of its officials, agents or employees. The obligations of Licensee pursuant to this Article of this Agreement shall survive the termination of this Agreement and shall continue until such time as any and all claims arising out of Licensee's performance or failure to perform under the terms of this Agreement and use of the Property by Licensee have been finally settled, regardless of when such claims may be made. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, the County, shall give notice to Licensee within fourteen (14) days of receipt in accordance with this Agreement. Upon receipt of notice, Licensee, at its own expense, shall defend against such action and take all steps as may be necessary or proper to prevent a judgment against the County. Nothing in or under this Agreement shall be deemed to affect the right of the County to provide its own defense and recover from Licensee attorneys' fees and expenses associated with such representation, or be deemed or construed in any way as a waiver or limitation of or upon the rights, privileges or immunity of the County as provided for in Florida law, including but not limited to Section 768.28, Florida Statutes, or any successor provision, addressing or relating to sovereign immunity. The indemnity provided by Licensee under this Article shall not apply in the following two circumstances

- To any settlement agreement entered into by the County without the written consent of Licensee; and
- To any claim or expense of attorneys' or other professionals' fees incurred because of the County retaining separate counsel, in addition to counsel provided by Licensee, provided that the County has approved counsel provided by Licensee.

Licensee shall require any contractors or subcontractors of Licensee permitted by Licensee to perform work pertaining to the renovation of the Property to provide the County with the same indemnification required of the Licensee pursuant to this Article of this Agreement

24. **LIENS**: Licensee shall not permit to be placed against the Property, or any part thereof, any design professionals', mechanics', materialmen's, contractors' or subcontractors' liens with regard to Licensee's actions upon the Property. Licensee agrees to indemnify and hold County harmless for any loss or expense, including reasonable attorneys' fees and costs, arising from any such liens which might be filed against the Property Licensee shall also be obligated to remove and discharge any lien

recorded against the Property arising from the exercise of the rights set forth herein by Licensee and Licensee's employees, agents, and contractors.

25. **INSURANCE**: Licensee shall, for the duration of the Agreement, and at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance coverage that meets or exceeds the minimum requirements and limits specified in Exhibit E, attached hereto and incorporated herein by this reference.

26. **TIME OF THE ESSENCE**: Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of seven days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to four P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

27. **WAIVER**: The failure or neglect by any Party to enforce any right under this Agreement shall not be deemed to be a waiver of that Party's rights. A waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

28. **TERMINATION OF RIGHT OF ENTRY AGREEMENT**: Effective upon the Effective Date of this Agreement, the Right of Entry Agreement effective June 16, 2026, shall be deemed terminated and superseded by this Agreement, except for any provisions of the Right of Entry Agreement that expressly survive termination.

29. **COMPLIANCE WITH LAWS/PERMITS**: Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees. Without limiting the generality of the foregoing, Licensee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation or ordinance for any activities Licensee desires to conduct or have conducted pursuant to this Agreement.

30. **NOT REAL PROPERTY INTEREST**: It is expressly understood that this Agreement does not in any way whatsoever grant or convey any easement, lease, or other interest in the Property to Licensee.

31. **CONTINUING LIABILITY:** Termination of this Agreement shall not release Licensee from any liability or obligation hereunder resulting from any acts, omissions or events happening prior to the termination of this Agreement and restoration of the Property in accordance with this Agreement.

32. **UTILITY SERVICES:** Licensee shall pay the full cost and expense associated for all Utility Services to the Property. For the purposes hereof "Utility Services" shall include without limitation, electricity, water, sewer and trash collection, telephone, security system, gas, cable TV, internet, and the like. Licensee shall contract for all Utility Services in Licensee's name and pay all deposits, connectivity fees and use charges as they become due.

33. **ENVIRONMENTAL COMPLIANCE:** Licensee shall not introduce, release, discharge, store, or dispose of any hazardous material or substance, as those terms are defined in Manatee County's Code of Ordinances, Chapter 2-13, Article III, Section 2-13-37, on the Property except as expressly authorized in writing by the County and in compliance with applicable law. Licensee shall be solely responsible for any environmental contamination caused by its activities and shall promptly remediate such contamination in accordance with applicable law and County requirements at Licensee's sole cost and expense.

34. **RESTORATION:** Licensee shall restore all portions of the Property disturbed by its activities, excluding the authorized improvements installed pursuant to this Agreement, to a neat, safe, and functional condition deemed acceptable to the County Administrator or his or her designee. Such restoration shall include the repair of any damage caused by Licensee's activities. All restoration required under this Article shall be completed prior to the expiration or earlier termination of this Agreement. If Licensee fails to timely complete the required restoration, the County may perform or cause the restoration to be performed, and Licensee shall reimburse the County for all associated costs.

35. **ANTI-HUMAN TRAFFICKING:** Licensee shall provide County with a sworn affidavit (Anti-Human Trafficking Affidavit) signed by an officer or a representative of Licensee under penalty of perjury attesting that Licensee does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. The Anti-Human Trafficking Affidavit must be in a form substantially similar to Exhibit G, attached hereto and incorporated herein by this reference, and be provided to County on or before the effective date. The Agreement shall not be effective unless and until the County receives the properly executed Anti-Human Trafficking Affidavit.

36. **E-VERIFY:** Licensee and its subcontractors, if any, shall utilize the United States Department of Homeland Security's E-Verify system for all newly hired employees in accordance with Section 448.095, Florida Statutes. By executing this Agreement, Licensee certifies that, if applicable and required by law, Licensee and its subcontractors, if any, are registered with, and use, the E-Verify system for all newly

hired employees in accordance with Section 448.095, Florida Statutes. This Article serves as notice to Licensee regarding the requirements of Section 448.095, Florida Statutes, and the County's obligation to terminate this Agreement if it has a good faith belief that Licensee has knowingly violated Section 448.09(1), Florida Statutes. If terminated for such reason, Licensee will not be eligible for award of a public contract for at least one (1) year after the date of such termination.

37. **INDEPENDENT CONTRACTOR:** Licensee is an independent contractor and is not an employee, agent, joint venturer, or representative of the County.

38. **NON-DISCRIMINATION:** Licensee shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, age, gender, or disability. No person shall be excluded from participation in or be denied proceeds or benefits or otherwise be subjected to discrimination in the performance of this Agreement on the grounds of race, creed, color, religion, national origin, age, gender, or disability. The following statement informing of the provisions of Section 287.134(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.134(3)(a), Florida Statutes:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Licensee warrants that it is not currently on the discriminatory vendor list pursuant to Section 287.134, Florida Statutes, and agrees to notify the County if placement on the discriminatory vendor list occurs. If subcontracting is allowed and occurs under this Agreement, Licensee agrees to include this provision in all subcontracts issued as a result of this Agreement.

39. **PUBLIC ENTITY CRIMES:** The following statement informing of the provisions of Section 287.133(2)(a), Florida Statutes, are required to be included in this Agreement by Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for

CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

40. **SCRUTINIZED COMPANIES:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Licensee that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Licensee further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Licensee acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Licensee further understands that this Agreement with County for goods or services of any amount may be terminated at County's option if Licensee (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

41. **NO THIRD PARTY BENEFICIARIES:** This Agreement shall not confer any right, benefit, or remedy, either intended or incidental, upon any third party. Nothing herein shall be construed as consent by the County to be sued by any third party in any matter arising out of this Agreement

SIGNATURES AND ACKNOWLEDGMENTS APPEAR ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates written below.

Signed, sealed and delivered in the presence of two witnesses

LICENSEE:
SEMA CONSTRUCTION, INC., a
Colorado corporation

First Witness Signature First

By: _____
Bradley Spies, President

Witness Printed Name

Date: _____

Second Witness Signature

Second Witness Printed Name

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of
☐ physical presence or
☐ online notarization

this _____ day of _____, 2026 by Bradley Spies as President of Sema Construction, Inc., a Colorado corporation, on behalf of the corporation, who

☐ is personally known to me or
☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

Signature of Notary Public

My Commission Expires: _____

(Legibly print, type, or stamp
commissioned name of Notary Public
and affix official notary seal below.)

LICENSOR:

MANATEE COUNTY, a political
subdivision of the State of Florida

**By: its Board of County
Commissioners**

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk