



**FIRE RESCUE DEPARTMENT**

**OTTO DROZD, III**

*Fire Chief, EFO, CFO*

6590 Amory Court

Winter Park FL 32792

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Otto.Drozdz@ocfl.net

July 10, 2018

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners

THROUGH: George Ralls M.D., Deputy County Administrator

FROM: Otto Drozd III, Fire Chief  
Fire Rescue Department

CONTACT: Mike Wajda, Division Chief  
Operations  
(407) 836-9102

SUBJECT: July 31, 2018 – Consent Agenda Item  
Affiliation Agreement Between Seminole State College of Florida and  
Orange County, Florida

Orange County Fire Rescue is requesting approval of the Affiliation Agreement between Seminole State College of Florida and Orange County, Florida for students in the program to obtain supervised field educational learning experiences in the discipline of emergency medical services.

Action Requested: Approval and execution of Affiliation Agreement between  
Seminole State College of Florida and Orange County, Florida

BCC Mtg. Date: July 31, 2018

**AFFILIATION AGREEMENT**  
**Between**  
**SEMINOLE STATE COLLEGE OF FLORIDA**  
**and**  
**ORANGE COUNTY, FLORIDA**

**THIS AFFILIATION AGREEMENT** (“Agreement”), is entered into by and between the The District Board of Trustees of Seminole State College of Florida, a political subdivision of the State of Florida (“School”), and Orange County, Florida, a charter county and political subdivision of the State of Florida (“County”).

**RECITALS**

**WHEREAS**, School provides a program of education for emergency medical services (“Program”), and desires that the students in the Program obtain supervised field educational learning experiences in the discipline of emergency medical services; and

**WHEREAS**, School designates County as a School approved setting for instruction in the Program; and

**WHEREAS**, County has the appropriate facilities and personnel for students of the Program to engage in supervised field educational learning experiences, and agrees to make those facilities and personnel available to School within County designated areas; and

**WHEREAS**, County and School desire to cooperate to establish and implement appropriate supervised field educational learning experiences for students of the Program in a manner that is mutually beneficial to both School and County and at no cost to either party.

**NOW, THEREFORE**, in consideration of the mutual promises herein, School and County agree as follows:

**1. RECITALS.** The above recitals are true and correct and are incorporated herein as a material part of this Agreement by reference.

**2. RESPONSIBILITY OF COUNTY.** County shall:

- a) Provide the students with an appropriate orientation of County’s policies and procedures.
- b) Provide opportunities for a learning experience with appropriate supervision.
- c) Accept and treat the student’s primary role as a learner and the field placement assignment as an educational experience. This includes the following:
  - i. permitting the student to receive needed support, assistance and instruction;
  - ii. making available to the student appropriate clinical cases and learning activities; and
  - iii. permitting the student to participate in staff development and other training opportunities.
- d) Retain overall responsibility for any patient care performed.
- e) Provide qualified staff to serve as field instructors for the student, subject to approval by the School.

- f) Designate a person to serve for County as liaison with School, hereinafter "Field Education Liaison."
- g) Assure that the Field Education Liaison is advised of any policy and/or service changes and developments which may affect student learning or the School's curriculum.
- h) Retain the sole right to approve or deny any student's ability to participate in a Field Educational Experience with the County.
- l) Immediately notify School of any student that, due to circumstances, will not be permitted to participate or continue a Field Education Experience with the County.

**3. RESPONSIBILITIES OF SCHOOL.** School shall:

- a) Provide County, in writing, the names of the students assigned by School to participate in the field educational experience prior to commencement of their participation in the field study experience.
- b) Assign only those students who have satisfactorily completed those portions of School curricula that are a prerequisite to participation in the field educational experience.
- c) Designate a member of School faculty, hereinafter "School Representative," to coordinate the educational experience of students participating in the field educational experience with the Field Education Liaison, and provide County, in writing, the name of the School Representative. School shall notify County, in writing, of any change to the designated School Representative.
- d) Work cooperatively with the County in designing appropriate field educational experiences to meet the objectives of the School's field education program.
- e) Keep County informed about School activities and plans affecting field education.
- f) Upon receipt of County's written notice of a student or School employee whose work or conduct with County's clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt County's operation, evaluate that student's conduct and take appropriate action.
- g) Ensure that students participating in the field educational experience at County obtain professional malpractice insurance through a blanket policy secured by School, before beginning their field placement experience. The coverage liability limits are \$1,000,000 each claim, and \$3,000,000 aggregate. Evidence of such insurance coverage shall be made available to the County upon request.
- h) Inform the participating students that they are required to:
  - i. Comply with the policies and procedures of County, including the County's policies on confidentiality and disclosure of information;
  - ii. Comply with all applicable Florida and federal laws and regulations;
  - iii. Obtain prior written approval of both parties to this Agreement before publishing any material related to the field educational experience provided under the terms of this Agreement;
  - iv. Complete the County's HIPAA training requirement prior to creating, receiving, transmitting or maintaining any Protected Health Information and shall not disclose any confidential medical information or other Protected Health Information received or learned through their role as a student under this Agreement to any entity outside of Orange County without proper written release or authorization from Orange County.

- v. Maintain individual personal health and accident insurance coverage for themselves for the entire period during which they participate in Program activities under this Agreement;
- vi. Comply with uniform requirements while on clinical rotation which shall include, but not be limited to, the wearing of the designated School uniform and badge during all clinical assignment; and
- vii. Provide County with a current copy of School's Field Educational Procedures, including Uniform Policies and Procedures.

**4. PATIENT PRIVACY.** County and School affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including, without limitation, the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information ("PHI") that was previously disclosed to that party under this Agreement.

**5. NOTICES.** All notices under this Agreement shall be in writing and delivered by hand delivery, express courier, or United States, certified mail, return receipt requested, and shall be effective upon receipt of the same. Notices shall be delivered to each of the parties at the following addresses or at such other addresses as specified by written notice in compliance with the terms of this paragraph.

As to COUNTY:      Orange County, Florida  
                             Attn: Director, Fire Rescue Services  
                             P.O. Box 5879  
                             Winter Park, Florida 32793

Copy to:              Orange County Administrator  
                             P.O. Box 1393  
                             Orlando, Florida 32802-1393

Copy to:              Orange County, Florida  
                             Attn: Manager, Procurement Division  
                             P.O. Box 1393  
                             Orlando, Florida 32802-1393

As to SCHOOL:      Dr. Angela Kersenbrock  
                             Seminole State College of Florida  
                             100 Weldon Blvd.  
                             Sanford, Florida 32773

- 6. INDEPENDENT CONTRACTOR.** The relationship of the parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party. School's students shall participate in the field educational experience for the sole purpose of fulfilling specific requirements for clinical experiences as part of a degree requirement and, therefore, School's students are not to be considered employees or agents of either School or County for any purpose, including Worker's Compensation, employee benefits programs, or other form of compensation.
- 7. INSURANCE.** School shall procure and maintain, during the term of this Agreement and any renewal thereof, professional liability insurance for itself and its employees for a claim or judgment with limits of not less than One Million Dollars (\$1,000,000) per occurrence and for all claims or judgments arising out of the same occurrence of not less than Three Million Dollars (\$3,000,000) in the aggregate. Additionally, School shall procure and maintain, during the term of this Agreement and any renewal thereof, for student participants in assigned practicums to provide general liability protection with limits of not less than One Million Dollars (\$1,000,000) per occurrence while they are engaged in activities pursuant to this Agreement. The County shall be named as an additional insured on all liability policies (excluding professional liability). School shall submit certificates of insurance to County evidencing such coverage at the time of the execution of this Agreement, and at any renewals thereafter.
- 8. INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys' fees) attributable to its negligent acts or omissions, or those of its officials and employees acting within the scope of their employment, or arising out of or resulting from the indemnifying party's negligent performance under this Agreement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions and/or negligence of the other party.
- 9. RECORDS MANAGEMENT.** School shall retain copies of all records associated with this Agreement for a period of five (5) years from the date of termination. In the event of litigation, claim, or audit findings, the record retention period shall be five (5) years from the time of resolution of the litigation, claim, or audit findings. Should the School dissolve or otherwise terminate this Agreement without the capability of retaining the records, as required herein, all such records shall be transferred to the County. School shall make available copies of all records associated with this Agreement for examination or inspection. School shall comply with all requests for public records associated with this Agreement in accordance with Florida's Public Records Law and other applicable State law requirements.

- 10. ASSIGNMENTS.** Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- 11. PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
- 12. COUNTERPARTS.** This agreement may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement. This Agreement may be executed on facsimile counterparts.
- 13. TERM OF AGREEMENT.** The term of this Agreement shall be for a period of one (1) year from the date of the last signing party and may be renewed for up to four (4) additional one-year renewals by mutual written consent of the parties. Either party may cancel this Agreement at any time, either with or without cause. The terminating party shall give the other party sixty (60) days written notice of its intention to terminate this Agreement, with or without cause. If such notice is given, this Agreement shall terminate at the end of the sixty (60) days' notice; EXCEPT THAT students enrolled in the field educational experience at the time of notice of termination and who also remain compliant with the requirements set forth in section 3(h)i-vii of this Agreement shall be given the opportunity to complete the field education at County.
- 14. APPLICABLE LAW AND VENUE.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida. Venue for any litigation under this Agreement shall be in the courts of the Ninth Judicial Circuit in Orange County, Florida.
- 15. NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity or gender expression, national or ethnic origin, disability, or veteran or marital status.
- 16. ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.
- 17. SEVERABILITY.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be

# ORANGE COUNTY EXECUTIVE ORDERS

## 06.001 PURPOSE/INTRODUCTION

Executive Orders will provide direction and guidelines to County employees on issues or actions that do not necessitate the formality of an Administrative Regulation, i.e., Board of County Commissioners action. The Executive Orders are intended to serve as a comprehensive guide for action by the administrative personnel and to govern Orange County operations. It is mandatory for all County personnel to observe the Executive Orders or disciplinary action may result from a violation.

Executive Orders reflect actions that either 1) convey specific instructions and/or assign responsibility to staff relative to implementing policies or policy direction adopted by the Board of County Commissioners; or 2) provide directives from the Mayor to staff pursuant to the Mayor's power under the County Charter to supervise County staff and County operations.

Executive Orders will be generated by the County Mayor and distributed to all departments by the County Administrator's Office. Periodically, new or revised orders will be issued and each recipient is responsible for maintaining an up-to-date copy. The issuance of a new Order automatically supersedes any outstanding directive or procedure governing the same subject or substance. It is important that all County personnel become familiar with and knowledgeable of the Executive Orders in their manual.

The Orders will consist of two types of information: Purpose and Background and Order. The Orders will be numbered with the year first, followed by their number, so that additional Orders may be added or modified. The Orders should be placed in the front of the Administrative Regulations binder immediately following the Table of Content section with the appropriate tab marked "Executive Orders."

**EFFECTIVE DATE:** August 1, 2006

**ORDERED** this 27th day of June, 2006

**By:** Richard T. Crotty, Orange County Mayor

## 06.003 COMMISSION STAFFING

### I. PURPOSE AND BACKGROUND

*Authority:* The Mayor has the authority to supervise daily activities of employees pursuant to Article III, Section 302, Subsection D, paragraph 9 of the Charter.

*Delegation:* The Mayor elects, by Executive Order, to delegate this responsibility to individual Commissioners as it relates to their administrative support staff. This delegation is subject to certain limitations as noted below.

### II. ORDER

#### *Limits on Delegation:*

1. An individual Commissioner may hire his/her own administrative support staff, provided the individual meets the minimum qualifications as spelled out in the job description. That administrative support staff will serve at the pleasure of the individual Commissioner and be completely exempt from Orange County Policies, just as are the members of the Mayor's staff. Mayor/Commissioner's staff members are entitled to the following benefits:

- Regular membership in the Florida Retirement System;
- Accrual of personal and term leave;
- Beneflex program participation; and,
- Other benefits such as employee assistance program, educational assistance, paid holidays, and bereavement leave (in accordance with established guidelines).

2. The Commissioner is responsible for determining the appropriate starting salary; however, the salary must be within the pay range.

3. Each Commissioner is responsible for maintaining time records of his/her administrative support staff and for initialing the time sheet. The Vice Mayor will sign the time sheet.

4. Each Commissioner is responsible for assigning work to his/her administrative support staff and monitoring work habits and performance. The individual Commissioner is responsible for any needed discipline.

5. Each Commissioner may approve salary increases for his/her administrative support staff provided:

a. A performance evaluation has been completed.

b. The salary increase would not cause the employee's salary to be above the maximum of the pay range.

c. Salary increase percentage is within the guidelines established for these employees (guidelines for non-classified service established annually).

d. Salary increases above the guidelines may be approved by the Commissioner in recognition of exemplary performance; however, the increase cannot result in a salary which exceeds the pay range.

6. County Commissioners and the Mayor may elect to provide up to two weeks severance pay to appointed staff at the time of staff members separation.

7. Each administrative support staff member will be expected to carry out all of the duties and responsibilities of the job description and be responsible for the clerical and administrative support for his/her District Commissioner.

8. If additional assistance is required, volunteers may be used. However, such volunteers shall not give direction to County staff.

9. The Mayor reserves the right to adjust this delegation of authority as may be deemed appropriate in the future.

*Pay Ranges:* Administrative support staff members have a specified salary range. These ranges will be reviewed and adjusted when market conditions dictate, as are all other pay ranges in this series.

*Absences from Office:* Administrative support staff members may fill in for one another on a voluntary basis, with the concurrence of the supervising Commissioner. Telephone calls will be routed directly to Commission offices. The voice mail system will

record telephone calls for future response.

*Authority for Receptionists:* The receptionists in the Board of County Commissioners office are not subject to this delegation and will be supervised by the Vice Mayor. The Vice Mayor will be in charge of the work directed to them and will arrange for backup coverage needed at the front desk.

*Decorum and Common Areas:* The Vice Mayor is delegated the authority to set rules from time to time regarding the following matters:

1. the use of common areas and equipment (for example, the lobby, the conference room, the coffee room, the restrooms, and the copy and facsimile machines);

2. the presence of persons other than visitors and County employees;

3. the County Commissioner reading file, and;

4. any other matter not covered by this Executive Order.

**EFFECTIVE DATES:** August 1, 2006  
**ORDERED** this 27th day of June, 2006.  
**By:** Richard T. Crotty, Orange County Mayor

#### **06.004 DELEGATION OF AUTHORITY TO SIGN CONTRACTS, RESOLUTIONS, PLATS, DEEDS, ORDINANCES AND OTHER LEGAL DOCUMENTS AFTER BOARD APPROVAL**

##### **I. PURPOSE AND BACKGROUND**

Section 302(D)(4) of the Orange County Charter allows the Orange County Mayor to designate to certain individuals the authority to sign contracts, resolutions, plats, deeds, ordinances and other documents and instruments on his/her behalf after approval by the Board of County Commissioners where applicable. In an effort to expedite the processing of documents and legal instruments which frequently must be signed by the County Mayor on short notice, a memorialization evidencing that certain individuals have authority to sign contracts, ordinances, resolutions, plats, deeds, ordinances and other legal documents and other instruments, after Board approval where applicable, in the absence of the Orange County Mayor, has been created.

## II. ORDER

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign contracts and grants on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners, or

B. County Administrator or Acting County Administrator.

C. Pursuant to Article III of the Orange County Code, the Purchasing Manager is authorized to sign all contracts and agreements on behalf of the Board of County Commissioners.

As expressly permitted by Section 302(D)(4) of the Orange County Charter, the Orange County Mayor, hereby delegates to the following individuals the authority to sign resolutions, plats, deeds, ordinances, and other documents and instruments on my behalf after Board approval:

A. Vice Mayor of the Board of County Commissioners

B. County Administrator or Acting County Administrator,

C. Deputy County Administrator.

Following Board approval of any such contracts, resolutions, plats, deeds, ordinances, grants, and other documents and instruments, the persons named herein are hereby authorized to sign on my behalf any and all additional documents, including closing statements, grant conditions, or other instruments related to consummating the action the Board authorized so long as any such instrument does not increase the financial commitment of the County specified in such board authorization.

Pursuant to Section 302(D)(4), the authority to acknowledge receipt of any summons or service of process to be served on Orange County as part of the filing process to be served on Orange County as part of the filing or prosecution of a civil action is hereby delegated to and vested in the County Attorney's Office, as long as those individuals are located at their place of business at the time service is attempted, thereby waiving the right of the County to be served as

required by Florida law and the rules of civil procedure in state and federal courts (and any other tribunals with jurisdiction). The County Attorney shall exercise such delegated authority at his or her discretion and may delegate the authority further to any assistant county attorney or to any special counsel representing the County in any proceeding.

A subpoena served on an employee in his or her official capacity shall be served directly on that individual named on the subpoena. In the absence of an individual being named on the subpoena, the subpoena shall be served on the County Attorney's Office.

**EFFECTIVE DATE:** August 1, 2006

**ORDERED** this 27<sup>th</sup> day of June, 2006.

**REVISED:** 05/19/08

**By:** Richard T. Crotty, Orange County Mayor

## 10.001 TOBACCO IN THE WORKPLACE

### I. PURPOSE AND BACKGROUND

The purpose of this section is to provide employees with an understanding of Orange County's rules governing the use of tobacco and nicotine dispensing devices in County facilities. The rules are designed to foster the health and safety of all employees and the public as well as reduce adverse impacts and maintenance to mechanical equipment. After careful review and consideration of all the available information, Orange County has decided to take additional positive steps towards providing a tobacco-free and nicotine-free environment for all employees. Use of tobacco poses a significant risk to the health of the user. It can damage sensitive technical equipment and can be a safety hazard. The 1986 Surgeon General's report on involuntary smoking states that second hand smoke is a cause of disease, including lung cancer, in healthy non-smokers. The report continues by saying that the simple separation of smokers and non-smokers within the same air space may reduce, but does not eliminate, the exposure of non-smokers to environmental tobacco smoke. Under Section 386.204, Florida Statutes, a person is prohibited from smoking in any enclosed indoor workplace. Nicotine is a highly addictive substance available for public consumption. The FDA has expressed concerns over the safety of nicotine dispensing devices. The potential health risks associated with the use of these devices and the impact of secondhand emissions caused by the use of these devices is largely undetermined. The following rules are provided to demonstrate Orange County's desire to improve and protect the health of its employees and citizens alike.

## II. ORDER

A. Upon the effective date of this Executive Order, Executive Order 91.002 and 06.002, which pertain to smoking in the workplace, are repealed.

B. For the purposes of this Executive Order the following definitions shall apply:

- Tobacco use – shall be defined as the use of tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco, snuff, herbal tobacco products, and other smoking material.
- Smoking – shall be defined as inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.
- Nicotine dispensing device – shall be defined as any product that employs an electronic, chemical or mechanical means to produce vapor from a nicotine product, including, but not limited to, an electronic cigarette, electronic pipe, or other similar device or product.
- County-owned or leased property – shall be defined as buildings or property owned or leased by Orange County Government or utilized as an Orange County worksite, exclusive of county-owned roadways.

C. Consistent with Section 386.204, Florida Statutes, tobacco use is prohibited in any workplace or public area within a County-owned or leased building. Additionally, the use of a nicotine dispensing device is prohibited in any workplace or public area within a County-owned or leased building.

D. Tobacco use and the use of a nicotine dispensing device for persons employed directly or indirectly by Orange County is prohibited during such persons' working hours on County-owned or leased property as defined above, except where specifically allowed by a collective bargained agreement.

E. Tobacco use and the use of a nicotine dispensing device in County vehicles is prohibited.

F. Notwithstanding any provision of this Executive Order to the contrary, but consistent with applicable Florida Statutes, guests and patrons attending events at the Orange County Convention Center who are not employed directly or indirectly by Orange County Government shall be subject to the written tobacco and nicotine dispensing devices policies applicable to the Orange County Convention Center Property as may be promulgated by the County Administrator or Executive Director of the Orange County Convention Center.

**EFFECTIVE DATE:** January 1, 2010

**ORDERED** this 18th day of June, 2009

**REVISED:** May 28, 2010; October 6, 2010; 11/11/14

**By:** Teresa Jacobs, Orange County Mayor

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necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.

**18. AMENDMENTS.** No change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the full execution of this by authorized representatives of County and School.

**19. EFFECTIVE DATE.** This Agreement shall become effective on the date upon which it has been fully executed by the parties.

**20. FERPA COMPLIANCE.** Notwithstanding any provision to the contrary herein, and in accordance with the Family Educational Rights and Privacy Act ("FERPA"), as set forth in 20 U.S.C. §1232(g) and Sections 1002.22 and 1002.221, Florida Statutes, all education records, as defined therein, shall be deemed confidential and exempt from disclosure under Section 119.07(1), Florida Statutes. Disclosure of any such records shall be in strict compliance with the governing provisions set forth in this section.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on the dates set forth below.

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners

By: *Teresa Jacobs*  
Teresa Jacobs  
Orange County Mayor

Date: 7.31.18

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katei Priest*  
Deputy Clerk



**[REMAINING SIGNATURES ON FOLLOWING PAGE]**

Approved As to Form and Legality

By: JCS Date: 5/30/18

J. Paul Carland II, Esq.

General Counsel

Seminole State College

SEMINOLE STATE COLLEGE OF FLORIDA

By: 

Title: Chair

Date: 6/18/18