



INTEROFFICE MEMORANDUM

Date: August 24, 2023

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THROUGH: Daniel P. Banks 
Deputy County Administrator

FROM: Anthony Rios, Deputy Fire Chief
Fire Rescue Department

**CONTACT: Lauraleigh Avery, Division Chief
Office of Emergency Management
PHONE NUMBER: 407-836-9151**

SUBJECT: September 26, 2023 – Consent Agenda Item:
Memorandum of Agreement between the Florida Division of Emergency
Management and Orange County Regarding State-Owned Equipment

The Florida Division of Emergency Management (FDEM) and State Emergency Response Team (SERT) purchased equipment to support emergency response efforts. This equipment will be used by counties, cities, agencies, municipalities, and additional partners during the Hurricane season. SERT coordinated with Orange County to provide two generators for official government use: a 200 kW generator and a 500 kW generator. The generators were delivered to the County on January 13, 2021.

On August 11, 2023, Orange County received an updated Memorandum of Agreement from the FDEM to amend the terms and conditions of the agreement. The main adjustment is that Orange County Fleet Management Division will now be responsible for submitting quarterly maintenance reports to FDEM. The agreement date has also been changed to five years from the date of execution, instead of 19 years.

ACTION REQUESTED: Approval and execution of Memorandum of Agreement between the Florida Division of Emergency Management and Orange County regarding State-Owned Equipment.

attachments

c: Byron W. Brooks, AICP, County Administrator



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND ORANGE COUNTY REGARDING STATE-OWNED EQUIPMENT

I. Parties

- A. This Memorandum of Agreement (hereinafter referred to as "MOA") is made and entered into by and between the **State of Florida, Division of Emergency Management ("Division")**, whose address is 2555 Shumard Oak Blvd., Tallahassee, Florida 32399-2100, and **Orange County ("County")**, whose primary address is 4400 S. Vineland Rd., Orlando, Florida 32811, and collectively known as the "Parties."

II. Background and Purpose

- A. Pursuant to section 252.35 Florida Statutes, the Division maintains an inventory list of property owned by the state and local governments.
- B. In preparation for hurricane season, the Division and State Emergency Response Team purchased equipment to support and assist in response efforts during an emergency. To maximize equipment utilization, the State is collaborating with Florida counties, cities, agencies, municipalities, and additional partners to position and maintain these critical assets throughout the State.
- C. The purpose of this MOA is to establish the terms and conditions under which the Division will provide to the County: **two (2) generators** for official government use.
- D. The applicable equipment identification is provided in Attachment A of this MOA.

III. Term and Termination

- A. This MOA is effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOA. The term shall continue until the final suspense date of any equipment covered by this MOA.
- B. The suspense date for the equipment is 5 years from the date of execution, or the date the unit is no longer serviceable as determined by the Division, whichever comes first.
- C. Termination of this MOA by either Party requires a thirty (30) day written notice delivered by hand, email, or certified mail to the address listed below.
- D. In the event that the Division requests relocation or redeployment of the equipment before termination or expiration of this MOA, the terms and conditions within will become suspended until the equipment is returned to the County's possession and will then resume under the original conditions of this MOA.

- E. In the event that the County wishes to terminate the MOA, the County will be responsible for the cost of transporting the equipment to a specified drop off destination, as determined by the Division.

IV. General Provisions

A. Responsibilities of the Division

- i. The equipment will be state-tagged and recorded.
- ii. The equipment is subject to relocation and redeployment in a future disaster or special event, at the request of the Division. Costs associated with the relocation and redeployment will be paid for by the State (transportation, logistics, etc.).

B. Responsibilities of the County

- i. The County will be responsible for the costs of storing/staging, preventative maintenance, repair and necessary part replacements, testing, operations, fueling, and mobilizing/demobilizing of the equipment, except when the equipment is redeployed by the State.
- ii. The County must follow the maintenance requirements as outlined in Attachment B.
- iii. During the term of this MOA, the County will provide to the Division a quarterly maintenance and operations report detailing three continuous months in the reported quarter of weekly and monthly maintenance efforts and usage and a summary of the overall condition of the equipment. A yearly report will be due 12 months following the MOA date of execution. Pictures must be included to document any changes to the equipment's condition. Quarterly maintenance reports must be submitted to the Division by email in adherence to the following schedule:
 - **Q1 (July-September): Due no later than October 1**
 - **Q2 (October-December): Due no later than January 1**
 - **Q3 (January-March): Due no later than April 1**
 - **Q4 (April-June): Due no later than July 1**
- iv. Maintenance reports requested by the Division outside of the County's quarterly submission must be provided by the County no later than seven (7) days after request.
- v. The County can utilize the equipment for necessary official government purposes at the County's expense – to include maintenance.
- vi. The County will store, use, and maintain the equipment as per manufacturer's recommendations to ensure functionality and readiness.
- vii. The County is responsible for ensuring the equipment is maintained per manufacturer's requirements such that the warranties remain in full force and effect for the entire term at their expense.
- viii. When the County deems the equipment is no longer serviceable, they will coordinate with the Division the return of the equipment.

- ix. During the term of this MOA, the County shall be responsible for replacement of the equipment, with a like item agreeable by the Division, if damaged while in the possession of the County and deemed not repairable to serviceable condition. The determination of repair and serviceability is at the sole discretion of the Division.
- x. All warranties from the original manufacturer for the equipment and appurtenant equipment shall remain with the Division. The Division will coordinate warranty actions, when applicable, with both the manufacturer and the County.

C. Miscellaneous

- i. All email correspondence directed at the Division shall be sent to FDEMequipment@em.myflorida.com.
- ii. County noncompliance, related to section IV. General Provisions, B. Responsibilities of the County, may result in termination of this MOA at the discretion of the Division.
- iii. If terminated for noncompliance, the County will be responsible for the cost of transporting the equipment to a specified drop off destination, as determined by the Division within thirty (30) days of notification.

V. Point of Contact

- A. In the event of a change to the point of contact, the new point of contact will notify the other party of this change within 30 days by written notice delivered by hand or certified mail to the address listed below.

B. The Point of Contact for the Division is:

Name: Erin Oelze, Accountable Property Officer
Email: Erin.Oelze@em.myflorida.com
Telephone: (850) 566-5339
Address: 2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100

C. The Point of Contact for the County is:

Name: Bryan Lucas
Email: Bryan.Lucas@ocfl.net
Telephone: 407-836-8202
Address: 4400 S. Vineland Rd.
Orlando, FL 32811

VI. Miscellaneous

- A. Nothing herein shall constitute or be construed to create or suggest any type or kind of employment, partnership, joint venture, or other legal relationship, express or otherwise, between the Parties.
- B. Liability - Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28,

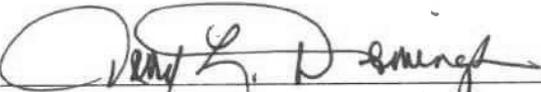
Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

- C. Amendment - Either Party may request changes to this MOA. Any changes, modifications, revisions, or amendments to this MOA that are mutually agreed upon by and between the Parties to this MOA, shall be incorporated by written instrument and effective when executed and signed by all Parties to this MOA.
- D. This Agreement supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**ORANGE COUNTY,
FLORIDA**

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

By: 

By: 

Signature

Signature

Jerry L. Demings

Ian
Guidicelli

Printed Name

Printed Name

Orange County Mayor

Digitally signed by
Ian Guidicelli

Title

Title

September 26, 2023

Date: 2023.10.06

09:44:52 -04'00'

Date

Date



Memorandum of Agreement between Florida Division of Emergency Management and
Orange County Regarding State-Owned Equipment

Attachment A - Equipment Identification

(One (1) equipment identification page per item)

Equipment	Information
Name/Description	CAT 200 kW Generator
Manufacturer	Caterpillar
Model	XQ230
Year Assembled	2020
VIN	7KUBB2028LJ089289
License Plate #	YS687
Serial #	CK200370
FDEM Property ID # (CA or EM Tag #)	CA010232
EM Fleet Admin #	N/A
Add-Ons/Plugs/Cables	4/0 Cu Conductor Cable; 2000ft
Additional Notes/Information	

Memorandum of Agreement between Florida Division of Emergency Management and
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Attachment A - Equipment Identification

(One (1) equipment identification page per item)

Equipment	Information
Name/Description	CAT 500 kW Generator
Manufacturer	Caterpillar
Model	XQ500
Year Assembled	2018
VIN	5EF25C239CB778162
License Plate #	YS643
Serial #	GG500108
FDEM Property ID # (CA or EM Tag #)	CA009843
EM Fleet Admin #	N/A
Add-Ons/Plugs/Cables	4/0 Cu Conductor Cable; 2500ft
Additional Notes/Information	

Memorandum of Agreement between Florida Division of Emergency Management and
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Attachment B - Required Maintenance Schedule - Generators

Pre-Trip Inspection - Weekly Report - Monthly Report

Pre-Trip Inspection	*To be performed prior to transportation of equipment*	Initials	Date
Check all fluid levels			
Check battery voltage			
Check tread depth and PSI of tires			
Adjust tire pressure as necessary			
Check all belts and hoses for wear			
Check body and frame for damage			

End user is responsible for performing all required maintenance according to the manufacturer specifications found in the product's online user manual. The weekly, monthly, and yearly maintenance reports are intended for general service. An individual product's manual will always take precedence over this agreed upon schedule.

Weekly Maintenance	Initials	Date
Check cooling system coolant level		
Check electrical connections		
Inspect engine air cleaner service indicators		
Check/clean engine air precleaner		
Check engine oil level		
Drain fuel system primary filter/water separator		
Check generator load		
Check driven equipment		
Inspect/replace hoses and clamps		
Drain fuel tank water and sediment		
Walk-around inspection		

Monthly Maintenance	Initials	Date
Obtain engine oil sample		
Check fan clearance		
When required, replace battery		
When required, disconnect battery or battery cable		
When required, clean DEF filler screen		
When required, fill diesel exhaust fluid		
When required, flush diesel exhaust fluid tank		
When required, prime fuel system		
When required, dry engine		
When required, test rotating rectifier		

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Attachment B - Required Maintenance Schedule - Generators

Yearly Report - By Service Hours Report

Yearly Maintenance	Initials	Date
Check battery electrolyte level		
Inspect/replace engine air cleaner element		
Change engine oil and filter		
Replace fuel filter (in-line)		
Replace fuel system primary filter (water separator) element		
Replace fuel system secondary filter		
Inspect/replace hoses and clamps		
Clean radiator		
Clean engine		

Maintenance Based on Service Hours	Initials	Date
Every 250 hours, obtain engine oil sample		
Every 500 hours, check fan clearance		
Every 500 hours, check battery electrolyte level		
Every 500 hours, inspect/replace engine air cleaner element		
Every 500 hours, change engine oil and filter		
Every 500 hours, replace fuel filter (in-line)		
Every 500 hours, replace fuel system primary filter (water separator) element		
Every 500 hours, replace fuel system secondary filter		
Every 500 hours, inspect/replace hoses and clamps		
Every 500 hours, clean radiator		
Every 1000 hours, inspect belt		
Every 1000 hours, inspect belt tensioner		
Every 1000 hours, inspect water pump		
Every 1000 hours, check rotating rectifier		
Every 1500 hours, replace engine crankcase breather element		
Every 1500 hours, replace diesel exhaust fluid filter		
Every 2000 hours, inspect aftercooler core		
Every 2000 hours, inspect alternator		
Every 2000 hours, inspect clean emissions module support		
Every 2000 hours, inspect engine mounts		
Every 2000 hours, inspect starting motor		
Every 2000 hours, inspect turbocharger		
Every 3000 hours, replace alternator and fan belts		
Every 3000 hours, change cooling system coolant (DEAC)		
Every 4000 hours, clean/test aftercooler core		
Every 6000 hours, add cooling system coolant extender (ELC)		
Every 10,000 hours, replace DEF manifold filters		

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Check/clean engine air precleaner		
Check engine oil level		
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Check generator load		
Check driven equipment		
Inspect/replace hoses and clamps		
Drain fuel tank water and sediment		
Walk-around inspection		

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COUNTY ATTORNEY'S OFFICE
JEFFREY J. NEWTON, *County Attorney*

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Reply To: Post Office Box 1393
Orlando, FL 32802-1393
407-836-7320 Fax 407-836-5888

January 6, 2023

Florida Division of Emergency Management
2555 Shumard Oak Blvd.
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Deputy County Attorney
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Elaine M. Asad

Assistant County Attorneys

Roberta Alfonso
David Berman
Cristina T. Berrios
Linda Brehmer-Lanosa
Joy Carmichael
Whitney E. Evers
Georgiana Holmes
Aleas Koos
Scott McHenry
Sawsan Mohluddin
Matthew Pritchett
Dylan Schott
Scott Shevenell
Shonda White

Legal Administrative Supervisor

Anna M. Caban

Senior Paralegal

Melessia Lofgren

Paralegals

Maria Vargas, ACP
Lamar Sharpe
Gall Stanford

Re: Delegation of Signature Authority for Orange County, Florida

To Whom It May Concern:

Pursuant to the Orange County Charter, the Orange County Mayor has the following responsibility:

“Be responsible for the execution of all contracts and legal documents, but may delegate such authority.” Article III, Section 302(D)(4), Orange County Charter.

By use of an executive order, the Orange County Mayor has delegated their signature authority as follows:

“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.” Part II, Orange County Mayor’s Executive Order 06.004 (emphasis added).

The Orange County Mayor is Jerry L. Demings. The County Administrator is Byron Brooks. Mr. Brooks therefore has the requisite authority to sign contracts and grants “for”, or otherwise on behalf of, the Orange County Mayor.

Sincerely,

Cristina T. Berrios
Assistant County Attorney

Enclosures: Article III, Section 302, Orange County Charter
Part II, Orange County Mayor’s Executive Order 06.044

Sec. 302. - County mayor.

The county mayor shall be a registered voter of and resident of Orange County at the time of election to office and throughout the term of office. The office shall be a full-time position combining both the duties of ceremonial head and operational head of those activities within the jurisdiction of the board of county commissioners.

- A. *Compensation.* The county mayor's salary shall be set by ordinance. The salary in effect at the beginning of a county mayor's term in office shall not be lowered during that term.

(Orange County Comptroller note: Ord. No. 96-40, §3, 12-19-96; salary effective 10/01/01 = \$127,146.54/year)

- B. *Vacancy, incapacity, or absence due to military service.* Vacancies in the office of the county mayor shall be defined and filled in accordance with state law. If the county mayor changes residence from Orange County, he or she shall be deemed to have vacated such office. If the county mayor becomes permanently incapacitated and unable to perform his or her duties, a successor shall be chosen in the manner prescribed by general law. If the county mayor becomes temporarily incapacitated, or if the county mayor is absent for a prolonged period due to military service, then to the extent not inconsistent with general law a temporary substitute shall be chosen to serve during the incapacity or absence, as follows:

1. The temporary substitute shall be chosen in the manner provided by ordinance enacted by the approving vote of no fewer than a majority plus one of the board members prior to the beginning of the incapacity or prolonged absence; or
2. Absent such an ordinance, the temporary substitute shall be the person designated by the county mayor, if competent when the designation is made; or
3. Absent such a designation, the temporary substitute shall be chosen by the approving vote of no fewer than a majority plus one of the commissioners.

The county mayor shall continue to receive his or her compensation during the absence or temporary incapacity. Unless defined otherwise by ordinance, temporary incapacity means a situation or condition that renders the county mayor unable to perform his or her duties for a period of more than 90 consecutive days, but does not constitute a vacancy in the office. In no event shall any temporary substitute serve beyond the term of the county mayor.

- C. *Terms.* The county mayor shall be elected for a term of four years and shall be limited to two full consecutive terms. The term of the county mayor shall commence the same day the terms of the commissioners from even-numbered districts commence.

- D. *Duties.* The county mayor shall have the following powers and duties:**

- 1.

Manage the operation of all elements of County Government under the jurisdiction of the board, consistent with the policies, ordinances and resolutions enacted by the board;

2. Serve as chair of the board of county commissioners;
 3. Vote on all matters before the board;
 4. Be responsible for the execution of all contracts and legal documents, but may delegate this authority;
 5. Prepare and publish agendas for all meetings of the board and submit the annual budget estimate with a plan of action to meet the needs of the county for adoption by the board;
 6. Appoint and dismiss heads of county departments, divisions and other agencies under the jurisdiction of the board except that all such appointments shall be made annually and shall be subject to confirmation by the board;
 7. Assure the faithful execution of all ordinances, resolutions and orders of the board and all laws of the state which are subject to enforcement by the county mayor, or by officers who are subject under this Charter to the mayor's direction and supervision;
 8. Present annually at a time designated by the board, a "state of the county" message, setting forth programs and recommendations to the board;
 9. Supervise the daily activities of employees;
 10. Serve as the official representative and ceremonial dignitary for the government of Orange County, with prerogative to issue proclamations;
 11. Sign ordinances, resolutions and documents for the board;
 12. Call the board into regular and special session; and
 13. Carry out other powers and duties as required by this Charter or may be prescribed by the board.
- E. *Filling vacancies when permissible under Florida law* and to the extent that it should become lawful under the Constitution and laws of the State of Florida for this charter to prescribe a method for filling vacancies in the office of county mayor, this subsection shall immediately become effective.
- If a vacancy occurs in the office of county mayor and the remainder of the term of office is one year or less, then such vacancy shall be filled for the remainder of the term by appointment by a majority vote of the board of county commissioners.
- If a vacancy occurs in the office of county mayor and the remainder of the term of office exceeds one year, then such vacancy shall be filled by a special election. The board of county commissioners, after first consulting with the supervisor of elections, shall by resolution fix

the time period for candidate qualifying, the date of the election, and the date of any runoff election. The date of the election shall be a date no later than one hundred twenty (120) days after the occurrence of the vacancy.

(Amended November 1988; November 2004; November 2012)

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 27th day of June, 2006.

REVISED: 05/19/08

By: Richard T. Crotty, Orange County Mayor

10.001 TOBACCO IN THE WORKPLACE

1. PURPOSE AND BACKGROUND

The purpose of this section is to provide employees with an understanding of Orange County's rules governing tobacco use 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 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. The following rules are provided to demonstrate Orange County's desire to improve 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.