



# AGENDA

Orange County Government • Board of County Commissioners • 201 South Rosalind Avenue  
County Commission Chambers • 1st Floor • County Administration Center  
[www.OrangeCountyFL.net](http://www.OrangeCountyFL.net)

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**TUESDAY, NOVEMBER 27, 2012**

**MEETING STARTS AT 9:00 a.m.**

- Invocation – District 2
- Pledge of Allegiance
- Public Comment\*

## **I. CONSENT AGENDA**

### **A. COUNTY COMPTROLLER**

1. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same had not been drawn on overexpended accounts. **(Finance/Accounting) Page 10**

### **B. COUNTY ADMINISTRATOR**

1. Confirmation of Commissioner Edwards' reappointment to the Lake Killarney Advisory Board of Michael Gorenflo, Conrad Necrason, and V. David Hunter with terms expiring December 31, 2013 and John Mitchell and Carl Jenne with terms expiring December 31, 2014.  
-and-  
Confirmation of Commissioner Edwards' reappointment to the Lake Price Advisory Board of Robert Marant with a term expiring December 31, 2013 and Lee Lacy with a term expiring December 31, 2014. **(Agenda Development Office) Page 11-12**
2. Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings for the official county record. **(Agenda Development Office) Page 13**

**CONTINUED**

\*Pursuant to Section 209 of the Orange County Charter, as amended on Nov. 4, 2008, the Board of County Commissioners must set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public issue is on the Board's agenda, but excluding matters that are not appropriate for public discussion, such as pending procurement or land use issues.

**TUESDAY, NOVEMBER 27, 2012**

**I. CONSENT AGENDA (Continued)**

**B. COUNTY ADMINISTRATOR (Continued)**

3. Approval of School Concurrency Mitigation Agreement OC-12-005 Project Name: Windermere Botanical Gardens/Casabella Parcel ID#: 12-23-27-0000-00-008; 12-23-27-0000-00-009 between Orange County, The School Board of Orange County, and REDUS Florida Land, LLC, a Delaware Limited Liability Company. District 1. **Page 14-29**
4. Approval of Change Order 9, Contract Y9-722 with Honeywell Building Solutions in the amount of \$178,760, for a revised contract amount of \$3,061,241. **(Convention Center) Page 30-40**
5. Approval of Orange County, Florida and Digital Risk, LLC Economic Development Grant Agreement Digital Risk, LLC Quick Action Closing Fund. **(Office of Economic, Trade and Tourism Development) Page 41-108**
6. Approval of Orange County, Florida and National Center for Simulation FY 2013 Grant Agreement and authorization to disburse \$35,000 as provided in the FY 2012-13 adopted budget. **(Office of Economic, Trade and Tourism Development) Page 109-115**
7. Approval of Orange County, Florida and Hispanic Business Initiative Fund of Florida, Inc. FY 2013 Grant Agreement and authorization to disburse \$123,472 as provided in the FY 2012-13 adopted budget. **(Office of Economic, Trade and Tourism Development) Page 116-125**
8. Approval of a) Orange County, Florida and Black Business Investment Fund of Central Florida, Inc. FY 2013 Grant Agreement and authorization to disburse \$135,724 as provided in the FY 2012-13 adopted budget; and b) Orange County, Florida and Black Business Investment Fund of Central Florida, Inc. FY 2013 Microloan Grant Agreement for Fiscal Year 2013 and authorization to disburse \$75,000 as provided in FY 2012-13 adopted budget. **(Office of Economic, Trade and Tourism Development) Page 126-142**
9. Approval of budget amendments #13-05, #13-06, #13-07, and #13-08. **(Office of Management and Budget) Page 143-147**
10. Approval of budget transfer #12-1721. **(Office of Management and Budget) Page 148-149**

**C. ADMINISTRATIVE SERVICES DEPARTMENT**

1. Approval of Change Order #7, Contract Y11-778, with APM Construction Corporation in the amount of \$154,232.63 for the Coalition for the Homeless Men's Service Center construction project. The revised total contract amount will be \$5,865,242.07. **(Capital Projects Division) Page 150-154**

**CONTINUED**

TUESDAY, NOVEMBER 27, 2012

**I. CONSENT AGENDA (Continued)**

**C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)**

2. Approval to award Invitation for Bids Y12-1100-DG, Water Watch and Mobile Irrigation Lab Audit Program, to the low responsive and responsible bidder, East Central Florida Resource Conservation and Development Council, Inc., a not-for-profit corporation. The estimated contract award amount is \$304,808 for a 36-month term. ([Utilities Department Water Division] **Purchasing and Contracts Division**) **Page 155-157**
3. Approval to award Invitation for Bids Y13-111-LC, Chronic Dialysis Corrections Health Services, to the single responsive and responsible bidder, Fresenius Medical Care Healthcare. The estimated contract award amount is \$367,500 for a 3-year term. ([Health Services Department EMS Office of the Medical Director Division] **Purchasing and Contracts Division**) **Page 158-159**
4. Approval to award Invitation for Bids Y12-7025-EZ, Randolph Avenue Phase II Outfall Pipe from Control Structure to Lake Conway, to the low responsive and responsible bidder, C.E. James, Inc. The estimated contract award amount is \$418,325.85. ([Public Works Department Roads and Drainage Division] **Purchasing and Contracts Division**) **Page 160-163**
5. Approval to award Invitation for Bids Y12-7036-PH, Hidden Springs Water Supply Facility Improvements, to the low responsive and responsible bidder, Brasfield and Gorrie, LLC. The total contract award amount is \$3,624,000. ([Utilities Department Engineering Division] **Purchasing and Contracts Division**) **Page 164-166**
6. Approval of Contract Y13-2050-LC, Family Drug Court Substance Abuse Treatment and Case Management Program with The Center for Drug Free Living, Inc. The estimated contract award amount is \$250,000 for a 1-year period. ([Ninth Judicial Circuit Court Orange County Drug Court] **Purchasing and Contracts Division**) **Page 167-168**
7. Approval and execution of Amendment Number One to Sublease Number 4599-01 between the State of Florida Department of Environmental Protection, Division of Recreation and Parks, Successor in Interest to State of Florida Department of Environmental Protection, Office of Greenways and Trails and Orange County for Cady Way Trail. District 5. (**Real Estate Management Division**) **Page 169-170**
8. Approval of Purchase Agreement and Warranty Deed between Florida Power Corporation d/b/a Progress Energy Florida, Inc. and Orange County, authorization to disburse funds to pay purchase price and recording fees and perform all actions necessary and incidental to closing for Valencia College Lane (Goldenrod Road to Econlockhatchee Trail). District 3. (**Real Estate Management Division**) **Page 171-172**

**CONTINUED**

**TUESDAY, NOVEMBER 27, 2012**

**I. CONSENT AGENDA (Continued)**

**C. ADMINISTRATIVE SERVICES DEPARTMENT (Continued)**

9. Approval of Conservation and Access Easement between Jen Florida V, LLC and Orange County and authorization to record instrument for Bridgewater Crossings Boulevard Extension (CAIP #12-02-002). District 1. **(Real Estate Management Division) Page 173-174**
10. Approval of Utility Easement between Chugin (U.S.A), Inc. and Orange County and authorization to record instrument for International Plaza Sitework – Utility File #71665. District 5. **(Real Estate Management Division) Page 175-176**
11. Approval and delegation of authority to the Director of Administrative Services Department to execute a lease and funding agreement between Orange County and the Central Florida YMCA. This agreement will allow the YMCA to extend their existing Billboard Lease with Clear Channel Outdoor Services for three years and require them to assign the Billboard Lease to Orange County by January 1, 2013. The agreement will also provide for funding to the YMCA from the Billboard Lease revenue in an annual amount of \$184,000 for three years. **(Real Estate Management Division) Page 177-192**

**D. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT**

1. Approval of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. Districts 1, 2, 3, 4, 5 and 6. **(Code Enforcement Division) Page 193-194**

LC 12-0912	LC 12-0915	LC 12-0956	LC 12-0991	LC 12-1131
LC 12-1195	LC 12-1263	LC 12-1267	LC 12-1269	LC 12-0945
LC 12-1029	LC 12-1037	LC 12-1068	LC 12-1139	LC 12-1245
LC 12-1275	LC 12-1278	LC 12-1317	LC 12-0952	LC 12-1205
LC 12-1247	LC 12-0948	LC 12-1089	LC 12-1295	LC 12-1407
LC 12-1190	LC 12-1216	LC 12-0993	LC 12-1106	LC 12-1129
LC 12-1141	LC 12-1151	LC 12-1156	LC 12-1171	LC 12-1176
LC 12-1193	LC 12-1196	LC 12-1230	LC 12-1237	LC 12-1291

**CONTINUED**



TUESDAY, NOVEMBER 27, 2012

I. CONSENT AGENDA (Continued)

D. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT

2. Approval of Resolution of the Orange County Board of County Commissioners regarding a Resolution Supporting Central Florida's "Open for Business" Initiative to Promote Business Climate, Great Service, Job Creation, and Business Investment; and Providing an Effective Date. All Districts. **(Community, Environmental and Development Services Department) Page 195-199**
3. Approval of State of Florida Department of Transportation Joint Participation Agreement Amendment Number 1 to Contract No: APS17 FM# 422615-2-58-01 between the State of Florida Department of Transportation and Orange County for the Lake Mary Jess Drainage and Water Quality Improvement Project, to extend the expiration date to December 31, 2013. District 4. **(Environmental Protection Division) Page 200-202**

E. CORRECTIONS DEPARTMENT

1. Approval of the U.S. Department of Justice, Bureau of Justice Assistance under the State Criminal Alien Assistance Program for FY 2012 in the amount of \$137,647 for reimbursement of costs incurred for the incarceration of undocumented criminal aliens. No local match is required. **Page 203-207**

F. FAMILY SERVICES DEPARTMENT

1. Approval of the Orange County Family Services Department, Head Start Division Standard Operating Procedures for Program Performance Standards. **(Head Start Division) Page 208-300**

G. OFFICE OF REGIONAL MOBILITY

1. Approval of Service Funding Agreement by and between Orange County, Florida and LYNX for FY 2012-13. All Districts. **Page 301-322**

CONTINUED

TUESDAY, NOVEMBER 27, 2012

II. INFORMATIONAL ITEMS\*\*

A. COUNTY COMPTROLLER

1. Receipt of the following items to file for the record: **(Clerk's Office)**  
**Page 323**
  - a. Minutes of the October 3, 2012 meeting in the sunshine with County Mayor Teresa Jacobs and Commissioners John Martinez and Jennifer Thompson along with the Mayor's of City of Orlando and Windermere, and the Chairmen of Brevard and Seminole Counties attending a meeting regarding the Central Florida Branding Summit.
  - b. Florida Public Service Commission Consummating Order Suspending Water and Wastewater Rates and Holding Interim Revenues Subject to Refund with Interest re: Application for increase in water and wastewater rates in Orange County by Pluris Wedgefield, Inc.

\*\*With respect to informational items, Board action is neither required nor necessary, and Board approval (or disapproval) is not to be implied.

CONTINUED

**TUESDAY, NOVEMBER 27, 2012**

**III. DISCUSSION AGENDA**

**A. COMMUNITY, ENVIRONMENTAL AND DEVELOPMENT SERVICES DEPARTMENT**

1. Adoption of the Orange County Trails Master Plan by the Board of County Commissioners. All Districts. **(Parks and Recreation Division) Page 324**
2. Acceptance of Regulatory Streamlining Task Force Final Report transmitting the recommendations of the Task Force. All Districts. **Page 325-326**

**B. ADMINISTRATIVE SERVICES DEPARTMENT**

1. Courthouse Space Needs Report. **Page 327**

**C. COUNTY ADMINISTRATOR**

1. Board direction regarding amending the Zoning Code to allow for the implementation of the Florida Cottage Food Act. **Page 328**

**D. FAMILY SERVICES DEPARTMENT**

1. Board direction on staff's recommendations on the use of revenue from the County's Tree Replacement Trust Fund to enhance tree plantings in the County. **(Cooperative Extension Service Division) Page 329**

**R E C E S S**

TUESDAY, NOVEMBER 27, 2012

MEETING STARTS AT 2:00 p.m.

IV. RECOMMENDATIONS

November 1, 2012 Board of Zoning Adjustment Recommendations

CONTINUED

**TUESDAY, NOVEMBER 27, 2012**

**V. PUBLIC HEARINGS**

**Public hearings scheduled for 2:00 p.m.**

**A. Substantial Change**

- 1.✓ Applicant: David C. Lowe, Hunter's Creek Planned Development (PD) Land Use Plan (LUP); amend plan; District 1

**B. Preliminary Subdivision Plan**

- 2.✓ Boggy Creek Enclave Planned Development/Boggy Creek Enclave Preliminary Subdivision Plan; District 4

**C. Substantial Change**

- 3.✓ Applicant: Bob Ziegenfuss, Waterford Commons Planned Development (PD) Land Use Plan (LUP); amend plan; District 1

✓ The notated public hearing is quasi-judicial in nature. As such, any verbal or written communication with a member of the Board of County Commissioners prior to today's quasi-judicial hearing should be disclosed on the record or made a part of the record during the public hearing by or on behalf of the party who communicated with the Board member to allow any interested party an opportunity to inquire about or respond to such communication. Failure to disclose any such communication may place the party who ultimately prevails at the quasi-judicial hearing at risk of having the Board's decision overturned in a court of law due to prejudice against the party who was not privy to the ex parte communication.

Information regarding meetings held at the County Administration Building between any member of the Board and an outside party may be obtained at <http://www.orangecountyfl.net/visitors/reports/MeetingsReportPage.asp>.

\* \* \*

Any person wishing to appeal any decision made by the Board of County Commissioners at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-5631.

Para mayor información en español, por favor llame al (407) 836-3111.

NOTE: Reports from the County Mayor, the County Commissioners, the County Administrator, and the County Attorney may be presented at unscheduled times throughout the day, depending on the length of time required for advertised public hearings.

Copies of Specific Project Expenditure Reports and Relationship Disclosure Forms are not included with agenda items unless there is a listed expenditure or disclosure. Copies of these completed reports and forms may be obtained by contacting the relevant Department/Division Office.

COMPTROLLER

OFFICE OF THE COMPTROLLER

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ORANGE  
COUNTY  
FLORIDA

MARTHA O. HAYNIE, CPA  
County Comptroller  
201 South Rosalind Avenue  
Post Office Box 38  
Orlando, Florida 32802  
Telephone: 407-836-5690  
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Website [www.occompt.com](http://www.occompt.com)

COUNTY COMMISSION AGENDA  
Tuesday, November 27, 2012

COUNTY COMPTROLLER

Items Requiring Consent Approval

1. Approval of the check register authorizing the most recently disbursed County funds, having been certified that same have not been drawn on overexpended accounts. Signature authorization and accompanying detail of most recently disbursed County funds are available in the Clerk's Office and on the Comptroller's web site.



November 9, 2012

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

FROM: Cheryl J. Gillespie, Supervisor  
Agenda Development Office

SUBJECT: Reappointments to District 5 Lake Advisory Boards  
**CONSENT AGENDA ITEM NOVEMBER 27, 2012**

Commissioner Edwards has requested Board confirmation of his reappointments to the Lake Killarney and the Lake Price Advisory Board:

**Lake Killarney Advisory Board** (seven-member board, two-year terms)

Michael Gorenflo	Initially Appointed 1/15/02
Conrad Necrason	Initially Appointed 3/18/97
V. David Hunter	Initially Appointed 3/18/97

The terms of the above reappointments will expire December 31, 2013.

John Mitchell	Initially Appointed 3/18/97
Carl Jenne	Initially Appointed 3/7/00

The terms of the above reappointments will expire December 31, 2014.

**Lake Price Advisory Board** (five-member board; two-year terms)

Robert Marant	Initially Appointed 11/13/01
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The term of the above reappointment will expire December 31, 2013.

Lee Lacy	Initially Appointed 11/13/01
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The term of the above reappointment will expire December 31, 2014.

Subject: Appointments to District 5 Lake Advisory Boards

November 9, 2012

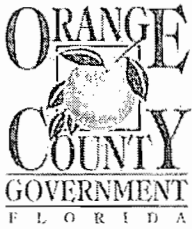
Page 2

**ACTION REQUESTED:** Confirmation of Commissioner Edwards' reappointment to the Lake Killarney Advisory Board of Michael Gorenflo, Conrad Necrason, and V. David Hunter with terms expiring December 31, 2013 and John Mitchell and Carl Jenne with terms expiring December 31, 2014.

-and-

Confirmation of Commissioner Edwards' reappointment to the Lake Price Advisory Board of Robert Marant with a term expiring December 31, 2013 and Lee Lacy with a term expiring December 31, 2014.





AGENDA DEVELOPMENT  
201 South Rosalind Avenue • Rep  
407-836-5426 • Fax: 407-836-2899

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
2

802-1393

November 9, 2012

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

FROM: Cheryl J. Gillespie, Supervisor  
Agenda Development Office

SUBJECT: Filing of Minutes for the Official County Record  
**CONSENT AGENDA ITEM NOVEMBER 27 , 2012**

The Agenda Development Office has received minutes of the following meetings and requests receipt and filing of the minutes for the official county record:

Animal Services Advisory Board on September 18, 2012  
Code Enforcement Board on September 19,, 2012  
Development Review Committee on October 24, 2012  
Emergency Medical Services Advisory Council on September 26, 2012  
Emergency Medical Services Advisory Council Medical Control Committee on  
September 5, 2012 and October 3, 2012  
Emergency Medical Services Advisory Council Operations Committee on  
September 5, 2012  
Emergency Medical Services AED Council Committee on September 5, 2012 and  
September 17, 2012  
Health Facilities Authority on July 31, 2012  
Intergovernmental Risk Management Committee on September 13, 2012,  
September 27, 2012, and October 4, 2012  
International Drive CRA Advisory Committee on June 21, 2012  
Membership and Mission Review Board on September 21, 2012  
Pine Hill Local Neighborhood Improvement District Advisory Council on  
October 1, 2012 and October 15, 2012  
Public Works Advisory Board on September 17, 2012  
Roadway Agreement Committee on September 5, 2012 and September 19, 2012  
Special Magistrate on October 1, 2012  
Student/Pedestrian Safety Committee on September 20, 2012


Copies of the minutes are available in the Agenda Development Office and the Clerk's Office.

**ACTION REQUESTED:** Receipt and filing of the minutes received by the Agenda Development Office of various advisory board meetings for the official county record.



November 14, 2012

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

FROM: Christopher R. Testerman, AICP, Assistant County Administrator 

SUBJECT: Consent Agenda – November 27, 2012  
School Mitigation Agreement - Windermere Botanical  
Gardens/Casabella

On September 16, 2008, the Board of County Commissioners (BCC) amended Chapter 30, Orange County Code (the "Code"), to include the legislative requirements of school concurrency. The provisions in the Code are based on statutory requirements and on the terms of an Amended Interlocal Agreement for Public School Facility Planning and Implementation of Concurrency entered into by the County, the School Board of Orange County (the "School Board") and municipalities within the County (June 10, 2008). Section 30-622 of the Code requires proposed school proportionate share mitigation agreements to be submitted to the Concurrency Review Committee ("CRC") by the applicant for review and recommendation to the BCC. This is the first such agreement to come to the BCC.

On October 11, 2012, the CRC reviewed the application for Windermere Botanical Gardens/Casabella and recommended approval of a School Concurrency Mitigation Agreement between the County, the School Board, and REDUS Florida Land, LLC, a Delaware Limited Liability Company. The Agreement is for a 46-unit single-family residential development located north of West Lake Butler Road and east of McKinnon Road in District #1. The Mitigation Agreement is necessary because the project impacts certain area school(s), which currently operate below the adopted level of service standard.

Pursuant to Section 30-622 of the Code, if there is insufficient available school capacity within a Concurrency Service Area to meet the demand created by the proposed residential development, and the applicant and the School Board have agreed upon mitigation to satisfy the school concurrency requirements for the proposed residential development, then the applicant, School Board, and County must memorialize the terms of the mitigation in an agreement. In accordance with the formula set forth in Section 30-622(5)(b)9 of the Code, the School Board has calculated the proportionate share mitigation payment to be \$128,471.

Pursuant to Section 163.3180, Florida Statutes, the applicant is entitled to impact fee credits on a dollar for dollar basis for any proportionate share mitigation paid for the same need. Therefore, the School Board has included provisions in the Mitigation Agreement allowing for a School Impact Fee credit account in the same amount as the proportionate share mitigation payment.

In addition to the mitigation payment, this Agreement also requires prepayment of a portion of school impact fees and payment of Concurrency Reservation Fees over three years. The School Board approved this agreement on October 23, 2012.

**ACTION REQUESTED:**      **Approval of School Concurrency Mitigation Agreement OC-12-005 Project Name: Windermere Botanical Gardens/Casabella Parcel ID#: 12-23-27-0000-00-008; 12-23-27-0000-00-009 between Orange County, The School Board of Orange County, and REDUS Florida Land, LLC, a Delaware Limited Liability Company. District 5.**

CRT/sb

Attachment

c: Whitney E. Evers, Assistant County Attorney, Attorney's Office  
Julie Salvo, Senior Administrator, Orange County Public Schools  
Eileen Fernandez, Esq., Associate General Counsel, Orange County Public Schools

After recording return to:

Julie C. Salvo  
Orange County Public Schools  
445 West Amelia Street  
Orlando, Florida 32801-1129

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

**SCHOOL CONCURRENCY  
MITIGATION AGREEMENT**

**OC-12-005**

**Project Name: Windermere Botanical Gardens/Casabella**

**Parcel ID#: 12-23-27-0000-00-008; 12-23-27-0000-00-009**

THIS SCHOOL CONCURRENCY MITIGATION AGREEMENT ("Agreement"), is entered into by THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA a body corporate and political subdivision of the State of Florida, ("School Board"); ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida, ("County" or "Applicable Local Government") and REDUS Florida Land, LLC, a Delaware limited liability company, whose address is c/o ROE-Southeast Region Special Situations Group, 1 Independent Drive, 10<sup>th</sup> Floor, Jacksonville, Florida 32202, ("Applicant"), collectively referred to herein as the "Parties".

**RECITALS:**

WHEREAS, the School Board, Orange County, and the municipalities within Orange County have entered into that certain "First Amended and Restated Interlocal Agreement For Public School Facility Planning and Implementation of Concurrency" (the "Interlocal Agreement"), and

WHEREAS, pursuant to Section 18.6 of the Interlocal Agreement, an Applicant submitting a School Concurrency Determination Application for approval of a Site Plan that will generate additional students in a School Concurrency Service Area in which there is insufficient Available School Capacity to accommodate the anticipated additional students must enter into a Proportionate Share Mitigation Agreement to prevent school overcrowding attributable to the anticipated additional students generated by the Residential Development as specified in the Interlocal Agreement;

WHEREAS, an Applicant must submit the School Concurrency Determination Application along with a Development Analysis which identifies the proposed location of the

APPROVED  
School Board Meeting: 10/23/12  
Agenda Item: 19.02

Residential Development, the number of Residential Units that will be created, a phasing schedule (if applicable), a map demonstrating land use and zoning classifications for the Applicant's property, as well as all other information required pursuant to Section 18.5 of the Interlocal Agreement, to the County; and

WHEREAS, Applicant is the fee simple owner, or authorized agent of the owner, of that certain tract of land located in Orange County, Florida, as more particularly described on Exhibit "A," attached hereto and incorporated herein by reference (the "Property"), the location of which Property is illustrated by a map attached hereto as Exhibit "B," and incorporated herein by reference; and

WHEREAS, the Applicant has submitted a School Concurrency Determination Application and Development Analysis to the County in connection with a proposal to obtain approval for a preliminary subdivision plan in order to develop 46 single-family Residential Units on the Property (the "Project") and the County has forwarded the School Concurrency Determination Application and Development Analysis to the School Board; and

WHEREAS, the School Board has reviewed and evaluated the Applicant's School Concurrency Determination Application and Development Analysis as required by Section 18.6 of the Interlocal Agreement, and has determined that based on the current adopted Level of Service standards for the School Concurrency Service Areas within which the Property is located and the anticipated new School Capacity that will be available in the first three (3) years of the current District Facilities Work Program to serve the proposed Residential Development, there is insufficient Available School Capacity at the high school level to serve the new single-family Residential Units within the School Concurrency Service Areas for the Development or within adjacent School Concurrency Service Areas as determined by an Adjacency Review; and

WHEREAS, approving the School Concurrency Determination Application without requiring Proportionate Share Mitigation for the impacts of the proposed new Residential Units will either create or worsen school overcrowding in the applicable School Concurrency Service Areas; and

WHEREAS, the Applicant has agreed to enter into this Agreement with the School Board and County to provide Proportionate Share Mitigation proportionate to the demand for Public School Facilities to be created by the Project, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference as if fully set forth herein.
2. DEFINITION OF MATERIAL TERMS. Any capitalized terms used herein but not defined shall have the meaning attributed to such term in the Interlocal Agreement.
3. LEGALLY BINDING COMMITMENT. This Agreement constitutes a legally binding commitment by the Applicant to mitigate for the impacts of the new Residential Units for which the Applicant is seeking approval pursuant to the School Concurrency Determination

Application and is intended to satisfy the requirements of Florida law and the Orange County Code.

4. PROPORTIONATE SHARE MITIGATION. The Parties hereby agree that the Applicant shall provide Proportionate Share Mitigation in order to meet the demand for School Capacity created by the Project and to provide additional capacity for high school students, as follows, in accordance with Section 19.2 of the Interlocal Agreement:

a. Payment in the amount of Thirty-Five Thousand One Hundred Fifty-Three and 00/100 Dollars (\$35,153.00) to cover the Proportionate Share Mitigation associated with providing the necessary capacity to complete the Project (the "Proportionate Share") shall be paid to the School Board. Such payment shall be due and payable prior to the time of issuance of the School Capacity Reservation Certificate ("SCRC") for the Property is issued and shall be calculated in accordance with the formula found in Section 19.2 of the Interlocal Agreement. To the extent the Applicant's proposed Residential Development is subject to a Capacity Enhancement Agreement, any capacity enhancement mitigation paid pursuant to such agreement was applied as a credit to the Proportionate Share Mitigation required for the Project. Such credit was subtracted from the total Proportionate Share Mitigation required pursuant to the Interlocal Agreement and is reflected in the Proportionate Share contribution required in this Section 4.

5. USE OF PROPORTIONATE SHARE. The School Board shall direct the Proportionate Share to a School Capacity improvement identified in the capital improvement schedule in the financially feasible five (5) year district work plan of the School Board's District Facilities Work Program which mitigates the impacts from the proposed Residential Development. If such a School Capacity improvement does not exist in the District Facilities Work Program, the School Board may, in its sole discretion, add a School Capacity improvement to its District Facilities Work Program to mitigate the impacts from the proposed Residential Development, as provided in Section 19.6 of the Interlocal Agreement.

6. IMPACT FEES

a. *Prepayment.* Payment of School Impact Fees for the proposed development for fourteen (14) single-family Residential Units (the "Proportionate Share Units") as set forth in Article V of Chapter 23 of the County Code (the "School Impact Fee Ordinance") in the amounts specified in the School Impact Fee Ordinance shall be paid prior to the time of issuance of SCRC. As of the date of this Agreement, the estimated School Impact Fees for the Proportionate Share Units is Ninety-Three Thousand Three Hundred Eighteen and 00/100 Dollars (\$93,318.00). However, Applicant shall be obligated to pay the School Impact Fee at the rates in effect at the time Applicant applies for building permits for the Project.

b. *Credits.* The Proportionate Share paid pursuant to this Agreement shall be credited against the School Impact Fee otherwise due for the Residential Units within the Project in accordance with Section 30-622 of the Orange County Code.

The School Board shall notify the County of the amount of the above described Proportionate Share, valued at Thirty-Five Thousand One Hundred Fifty-Three and

00/100 Dollars (\$35,153.00), and, if applicable, shall request a School Impact Fee credit account in such amount on behalf of the Applicant upon receipt of the Proportionate Share. In addition, the School Board shall notify the County of the amount of the pre-paid School Impact Fees for the Proportionate Share Units, currently estimated to be Ninety-Three Thousand Three Hundred Eighteen and 00/100 Dollars (\$93,318.00), and shall request a School Impact Fee credit in the amount of such School Impact Fees actually paid on behalf of the Applicant upon receipt of such pre-paid School Impact Fees. In the event that the School Impact Fees prepaid by the Applicant exceed the School Impact Fees due pursuant to the School Impact Fee Ordinance, Applicant may request that the excess School Impact Fees be transferred to another project within the jurisdiction of the Applicable Local Government where the Project is located.

7. **SCHOOL CAPACITY ENCUMBRANCE AND RESERVATION.** Within twenty-one (21) days of the Effective Date of this Agreement (as defined in Section 24 below), and upon payment of any applicable administrative fees, County shall issue to the Applicant a Capacity Encumbrance Letter sufficient to reserve school capacity for the Proportionate Share Units and the Project Units (as defined in Section 9 below; together the Proportionate Share Units and the Project Units shall be referred to herein as the "Total Units").

At such time as the Applicant has paid the Proportionate Share, prepaid the School Impact Fees further described in Paragraph 6.a. of this Agreement, and paid the applicable installment(s) of the School Capacity Reservation Fees further described in Paragraph 9 below, School Capacity shall be reserved for the Total Units reflected on the application; provided, however, the Applicant shall be required to apply for and obtain a School Capacity Reservation Certificate prior to the expiration of the Capacity Encumbrance Letter and provided further if the Applicant fails to make any of the required School Capacity Reservation Fee payments described in Paragraph 9 below or if this Agreement is terminated, such reserved School Capacity shall lapse and be returned to the applicable capacity bank.

8. **ISSUANCE OF SCHOOL CONCURRENCY RECOMMENDATION.** Upon final execution of this Agreement by all Parties hereto, the School Board shall issue a School Concurrency Recommendation documenting that School Capacity will be available for the Project. This recommendation may be used by the County to issue a Capacity Encumbrance Letter in accordance with Section 18.7 of the Interlocal Agreement.

9. **CAPACITY RESERVATION FEE.** Prior to expiration of Applicant's Capacity Encumbrance Letter, Applicant shall be required to pay a School Capacity Reservation Fee for the Project in accordance with Section 30-599 of the Orange County Code. As determined in the Applicant's Development Analysis, the Applicant is not required to pay Proportionate Share Mitigation for thirty-two (32) units in the Project (the "Project Units"). However, in order to reserve capacity for the Project Units and the Proportionate Share Units and in order to receive a SCRC, the Applicant shall pay a School Capacity Reservation Fee. As of the date of this Agreement, the total School Capacity Reservation Fees for the Project are estimated to be Two Hundred Eight Thousand Eight Hundred Dollars (\$208,800.00) for the Project Units, and are anticipated to be paid in accordance with the schedule below. However, Applicant shall be obligated to pay the School Capacity Reservation Fees at the rates in effect at the time Applicant applies for the SCRC for the Project and in accordance with the schedule contained within the SCRC at the time of issuance.

a. Prior to site plan or plat approval (or their functional equivalent) and upon application for a SCRC:

\$ 20,880.00; and

b. 12 months from date of SCRC:

\$ 20,880.00; and

c. 24 months from date of SCRC:

\$ 20,880.00; and

d. 36 months from date of SCRC:

\$ 146,160.00 (the remaining balance of the SCRC fees).

Notwithstanding the schedule provided by this Section, Applicant may prepay any or all of the School Capacity Reservation Fees in advance. School Capacity Reservation Fees paid pursuant to this Agreement shall be credited towards School Impact Fees as provided in Section 30-599 of the County Code.

10. TERMINATION. This Agreement shall terminate and Applicant shall forfeit any administrative fees paid, as well as any capacity encumbered or reserved under the following circumstances, unless the County and the School Board agree to an extension of the Applicant's Certificate of School Concurrency:

a. The Applicable Local Government does not approve the Site Plan within one hundred eighty (180) days from approval of the Site Plan by the County's Development Review Committee. In such event, all Proportionate Share Mitigation paid by the Applicant shall be refunded to the Applicant. Note: the Preliminary Subdivision Plan for the Project was approved by the Orange County Board of County Commissioners on August 23, 2011.

b. The Applicant fails to proceed in good faith in a diligent and timely manner and secure at least one Building Permit for a unit other than a model home within three (3) years of approval of the site plan or recording the plat (or their functional equivalent). In such case, this Agreement shall be terminated and any encumbered or reserved school capacity shall be returned to its applicable capacity bank. The Applicant will not be entitled to a refund of any portion of the Proportionate Share Mitigation paid under this Agreement, and will only be entitled to receive a 90% refund of the Capacity Reservation Fee assuming all other applicable conditions are met.

11. COVENANTS RUNNING WITH THE LAND. This Agreement shall be binding, and shall inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties, and shall be a covenant running with the Property and be binding upon the successors and assigns of the Owner and upon any person, firm, corporation, or entity who may become the successor in interest to the Property.

12. NOTICES. Any notice delivered with respect to this Agreement shall be in writing and be deemed to be delivered (whether or not actually received) (i) when hand delivered



to the person(s) hereinafter designated, or (ii) upon deposit of such notice in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the person at the address set forth opposite the party's name below, or to such other address or other person as the party shall have specified by written notice to the other party delivered in accordance herewith:

School Board                      Superintendent  
    445 West Amelia Street  
    Orlando, Florida 32801

With a Copy to:                  Office of Planning & Governmental Relations  
    445 West Amelia Street  
    Orlando, Florida 32801

Owner/Applicant:                REDUS Florida Land, LLC  
    c/o ROE-Southeast Region Special Operations Group  
    1 Independent Drive, 10<sup>th</sup> Floor  
    Jacksonville, Florida 32202

County:                              Orange County Community, Environmental, and Development Services  
    Department  
    Manager, Fiscal and Operational Support Division  
    201 South Rosalind Avenue, 2<sup>nd</sup> Floor  
    Orlando, Florida 32801

13.     CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend or limit the scope or intent of this Agreement.

14.     NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

15.     EXHIBITS. All Exhibits attached hereto are a part of this Agreement and are fully incorporated herein by this reference.

16.     AMENDMENTS. No modification, amendment, or alteration to the terms or conditions contained herein shall be binding upon the parties hereto unless in writing and executed by all the Parties to this Agreement.

17.     ASSIGNMENT, TRANSFER OF RIGHTS. The Applicant may assign its rights, obligations and responsibilities under this Agreement to a third-party purchaser of all or any part

of fee simple title to the Property; provided, however, that any such assignment shall be in writing and shall require the prior written consent of all of the Parties hereto, which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent may be conditioned upon the receipt by the other parties hereto of the written agreement of the assignee to comply with conditions and procedures to aid in the monitoring and enforcement of the assignee's performance of the Applicant's obligations with regard to Proportionate Share Mitigation under this Agreement. The assignor under such assignment shall furnish the Parties with a copy of the written assignment within ten (10) days of the date of execution of same. The foregoing notwithstanding, the County and School Board acknowledge that Applicant intends to assign its rights, obligations and responsibilities under this Agreement to Toll FL VIII Limited Partnership ("Toll"), a Florida limited partnership and the contract purchaser of the Property. With the exception of any capacity reserved for the Property, which continues to require prior written consent, the County and School Board hereby consent to such assignment to Toll on the condition that Toll acquires the Property and assumes said rights, obligations and responsibilities of the Applicant, and a copy of such assignment and assumption is delivered to the School Board and County within ten (10) days of its execution.

18. COUNTERPARTS. This Agreement may be signed in counterparts, each of which may be deemed an original, and all of which together constitute one and the same agreement.

19. RECORDING OF THIS AGREEMENT. The School Board agrees to record this Agreement, at Applicant's expense, within fourteen (14) days after the Effective Date, in the Public Records of Orange County, Florida.

20. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement among the Parties with respect to the subject matter addressed herein, and it supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, among the Parties.

21. SEVERABILITY. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

22. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida and in accordance with the Orange County Code and venue for any action to enforce the provisions of this Agreement shall be in the Ninth Judicial Circuit Court in and for Orange County, Florida.

23. ATTORNEY'S FEES. In the event any party hereto brings an action or proceeding, including any counterclaim, cross-claim, or third party claim, against any other party hereto arising out of this Agreement, each party in such action or proceeding, including appeals therefrom, shall be responsible for its own attorney fees.

24. EFFECTIVE DATE. The effective date of this Agreement shall be the date when the last one of the parties has properly executed this Agreement as determined by the date set forth immediately below their respective signatures (the "Effective Date").


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives on the dates set forth below each signature:


Signed, sealed and delivered in the

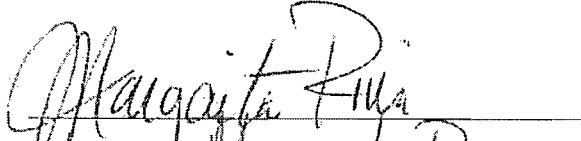
Presence of:


“SCHOOL BOARD”


**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a corporate body organized and existing under the constitution and laws of the State of Florida

  
Print Name: Margarita Rivera


  
Print Name: Denise Avila

  
Print Name: Margarita Rivera

  
Print Name: Denise Avila

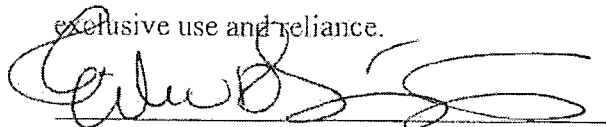
By:   
Name: Bill Selette  
Title: Chair, Or. Cty. Sch. Bd.

Date: November 16, 2012

Attest:   
Barbara M. Jenkins, as its Secretary and Superintendent

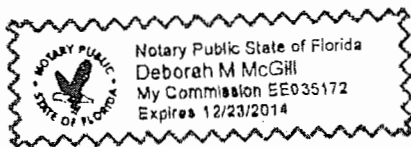
{Corporate Seal}

Approved as to form and legality by the Office of the General Counsel to the School Board of Orange County, Florida this 9th day of November, 2012 for its exclusive use and reliance.

  
Print Name: Eileen D. Fernandez

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of November, 2012, by Bill Sublette as the Chair of The School Board of Orange County, Florida, a corporate body organized and existing under the constitution and laws of the State of Florida. Said person (check one) ☒ is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.



Deborah M. McGill

Printed Name: \_\_\_\_\_

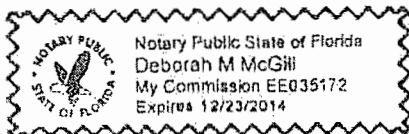
Notary Public, State of Florida

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of November, 2012, by Barbara M. Jenkins, as Secretary and Superintendent of The School Board of Orange County, Florida, a corporate body organized and existing under the constitution and laws of the State of Florida. Said person (check one) ☒ is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.



Deborah M. McGill

Printed Name: \_\_\_\_\_

Notary Public, State of Florida

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signed, sealed and delivered in the

"APPLICANT"

Presence of:

**REDUS Florida Land, LLC, a**  
Delaware limited liability company

By: REDUS Florida Properties, Inc., a Delaware  
corporation as its sole member

Print Name:

Kimberly Vizzini-Strickland  
Kimberly Vizzini-Strickland

By:

Nick Sartori, Vice President

Print Name:

Nick Sartori  
Nick Sartori

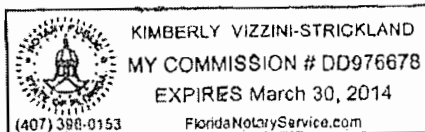
Date:

October 3, 2012

{Seal}

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October, 2012, by Nick Sartori, as Vice President of REDUS Florida Properties, Inc., a Delaware corporation on behalf of the corporation as sole member of REDUS Florida Land, LLC, a Delaware limited liability company, on behalf of the company. Said person (check one) X is personally known to me or \_\_\_\_\_ produced \_\_\_\_\_ as identification.



Kimberly Vizzini-Strickland  
Printed Name:

Notary Public, State of Florida

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

**“COUNTY”**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Teresa Jacobs  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_

Deputy Clerk

### **Exhibit "A" – Legal Description of Project**

#### **Parcel 2:**

The Southwest 1/4 of the Southwest 1/4 (Less right-of-way of public roads along the South and West sides thereof), of Section 12, Township 23 South, Range 27 East, Orange County, Florida.

#### **Parcel 3:**

The East 389 feet of the South 827 feet of the Northwest 1/4 of the Southwest 1/4 of Section 12, Township 23 South, Range 27 East, Orange County, Florida.

**Exhibit “B”-Location Map**







## Interoffice Memorandum

November 8, 2012

To: Mayor Teresa Jacobs  
And  
Board of County Commissioners

From: Jan Addison, Deputy General Manager, OCCC *JA*

Contact: John P. (Jack) McGowan, Capital Planning Manager, OCCC  
Phone: 407-685-5838

Subject: Consent Agenda Item for November 27, 2012 BCC Meeting  
Contract Y9-722 with Honeywell Building Solutions

**Action Requested:** Approval of Change Order 9, Contract Y9-722 with Honeywell Building Solutions in the amount of \$178,760, for a revised contract amount of \$3,061,241.

**Purpose:** The purpose of the change order is to include additional equipment to the Building Automation System in the West Building and to provide a 180-day time extension to contract performance.

**Background:** On April 28, 2009, the Board awarded Contract Y9-722 to Honeywell in the amount of \$2,763,443 to provide and install a new Building Automation System (BAS) for the West Building. The scope of work was to take the existing BAS that had been installed separately with the construction of each phase of the Convention Center and to incorporate all existing systems into one BAS. The contract was based upon the contract documents prepared by S.G.M. Engineering, who provided engineering, design and construction administration services.

The testing of the system identified various variable frequency drive controllers, as well as fan coil units, variable air volume equipment, air handlers units, pneumatic air dampers and smoke dampers that had not been included in the original design, but are required to be on the BAS to facilitate the control and monitoring of the HVAC System. Additionally, the west entrance area of the facility had not been included as part of the original West Building's Building Automation System.

November 8, 2012

Page 2 of 2

Previous actions to this contract:

<u>Action</u>	<u>Amount</u>	<u>Note</u>
Purchase Order C09722	\$2,763,443	Initial PO Issued
Change Order 1	(65,124)	Deduction for using existing fiber optic cabling
Change Order 2	31,570	Installed redundant server
Change Order 3	38,526	Replace Phase 3 VAV boxes with OA dampers
Change Order 4	0	Reduced Retainage from 10% to 5%
Change Order 5	2,167	DDC interface to Phase 2 concession roof
Change Order 6	27,470	Replace Phase 2A Trane chillers
Change Order 7	69,538	Install DDC controls for new OA dampers
Change Order 8	<u>14,891</u>	Install DDC controls on 15 VAVs
<b>Sub-Total</b>	<b>\$2,882,481</b>	
<b>Proposed Change Order 9</b>	<b><u>178,760</u></b>	
<b>Proposed Final Contract Amount</b>	<b>\$3,061,241</b>	

JSA/jpm/jgg

- c: Ajit Lalchandani, County Administrator  
Tom Ackert, Executive Director, OCCC  
Kathie Canning, General Manager, OCCC  
John P. (Jack) McGowan, Capital Planning Manager, OCCC  
Johnny Richardson, Manager, Purchasing and Contracts Division

**ORANGE COUNTY PURCHASING AND CONTRACTS  
CHANGE ORDER REQUEST FORM**

DATE	DEPARTMENT/DIVISION	CONTACT NAME	CONTACT PHONE
10/01/2012	035 - Convention Center / Capital Planning	Jose Canas	407-685-7115

CHANGE ORDER NO.	VENDOR	DOCUMENT NO.	DOOC	POOC	CONTRACT NUMBER	ORIGINAL DOCUMENT APPROVAL BUYER/PA/CA NAME
9	Honeywell Building Solutions	C09722		✓	Y9-722	Elia Zayas

**INCREASE, DECREASE OR DELETE COMMODITY LINE**

CMDTY. LINE NO.	ACTION	PREVIOUS LINE DOLLAR AMOUNT	NEW LINE DOLLAR AMOUNT	COMMODITY LINE DESCRIPTION/COMMENTS	NET DOLLAR CHANGE
1	INCREASE- Quantity			Building Automation System	
	FROM 2882481.00	\$ 2,882,481.00	\$ 3,061,241.00		
	TO 3061241.00				
	FROM				\$ 0.00
	TO				
	FROM				\$ 0.00
	TO				

**ADD COMMODITY LINE**

CMDTY. LINE NO.	CMDTY. CODE	DESCRIPTION	QTY.	UNIT OF MEAS.	UNIT COST	ACCOUNTING LINE	NET DOLLAR CHANGE
		FOR D.O. YOU MUST SPECIFY AN MA LINE					\$ 0.00
		MA LINE					\$ 0.00
							\$ 0.00

**ACCOUNTING LINE CHANGE**

CMDTY. LINE NO.	ACCTG. LINE NO.	FROM AMOUNT	FROM ACCOUNTING LINE	TO AMOUNT	TO ACCOUNTING LINE

**OTHER CHANGES**

DESCRIBE

**ENCUMBERED/DE-ENCUMBERED (REQUIRED FOR ALL TRANSACTIONS)**

ORIGINAL PO/DO AMT.	NET DOLLARS PREVIOUS C/O	NET DOLLARS FOR THIS C/O	DOCUMENT TOTAL AFTER THIS C/O
	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	
\$ 2,763,433.00	\$ 119,038.00	\$ 178,760.00	\$ 3,061,241.00

**CONTRACT AMOUNT**

AWARD AMOUNT	NET DOLLARS PREVIOUS C/O	NET DOLLARS FOR THIS C/O	CONTRACT TOTAL AFTER THIS C/O
	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	<input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	
\$ 2,763,443.00	\$ 119,038.00	\$ 178,760.00	\$ 3,061,241.00

- ☐ CANCEL ENTIRE PO/DO
- ☐ DO NOT MAIL VENDOR COPY

**JUSTIFICATION (REQUIRED FOR ALL TRANSACTIONS)**

Labor and material to provide DDC controls for the West Entry. The West Entry was not part of the original SGM Engineering design.

By signing this agreement, the Contractor hereby releases the County, its agents and employees from any and all liabilities under this contract for further equitable adjustments and/or claims associated with this change order.

VENDOR/ CONTRACTOR AUTHORIZATION

DATE: 11/15/2012

DEPARTMENT APPROVAL SIGNATURE

DATE: 11/14/12

**OFFICIAL PURCHASING AND CONTRACTS USE ONLY**

PURCHASING AND CONTRACT APPROVAL:

DATE:

ADD THE FOLLOWING TEXT TO PO/DO:

TRACK CHANGES: ☐ YES ☐ NO

CHANGE AWARD AMOUNT TO :

# Honeywell Building Solutions

## Building Systems Agreement

---

**Proposal Number:** I302979H01

**Agreement Number:**

**Proposal Name:** OCCC West Building BAS Upgrade Additional Work

**Date:** October 31, 2012

**Provider:**

**Honeywell Building Solutions**

3657 Alagaire Blvd, Suite 100

Orlando, Florida 32807

**Customer:**

Orange County Convention Center

9800 International Drive

Orlando, Florida 32819

**Scope of Work:** Honeywell shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

Honeywell proposes to furnish and install additional direct digital controls, as specified below, to the new BAS Upgrade project, Y9-722. The Honeywell provided system to include new sensors, damper actuators, controllers, etc.

The system will be furnished and installed with the necessary hardware, software, engineering, programming and commissioning of the system provided under this proposal. This proposal is based on adding additional DDC controls for the following mechanical equipment and associated descriptions:

### 1. The West Entry:

#### AHU-1, 2, 3, 5 and 6

##### AHU (New devices)

- New Honeywell DDC controller
- New Temperature sensors
- Duct high static pressure sensor
- DDC control of VFD (AHU-1, 2 and 3)
- RA humidity sensor
- New Valve linkage and actuator (AHU-1 and 2)

##### AHU (Reuse existing devices)

- CHW valve and actuator
- OA damper and actuator
- OA Air Flow Measuring Station
- DDC panel transformer and relays
- Filter switch
- CT status switch
- High static alarm

##### (2) FCUs (New devices)

- DDC controller per FCU
- Space temperature sensor per FCU

##### (2) FCUs (Reuse existing devices)

- CHW valve and actuator per FCU
- OA damper and actuator per FCU

#### **(15) VAVs**

- DDC controller per VAV box
- Space temperature sensor per VAV box

#### **Other Inclusions**

- Software programming of the new DDC controllers
- Modification of the EBI database, including graphics

### **2. SCHWP Control:**

- New Honeywell DDC controller to serve (4) pumps, (2) pumps serving Phase 1 and (2) pumps serving Phase 4. All (4) pumps have VFDs.
- New Honeywell DDC controller to serve (5) pumps serving Phase 2. Two pumps are constant volume and three pumps have VFDs.
- DDC control of VFDs

#### **Other Inclusions**

- Software programming of the new DDC controllers
- Modification of the EBI database, including graphics
- Connection to (2) Wet DP sensors (Assumption that DP Sensors are functional.)

#### **Exclusions**

- North Chiller Plant: Connection to (1) existing Wet DP Sensor mounted on wall. (Nothing is currently connected to the DP sensor; conduit, wire, copper piping or pressure taps in CHW lines.)
- Bypass valves' control

### **3. Add Control of the VFD serving AHU A151: VFD not initially installed.**

#### **AHU A151**

- Conduit and wiring
- Check-out and commissioning

#### **Other Inclusions**

- Software programming of existing controller
- Modification of the EBI database, including graphics

### **4. Phase 4 - Centerplate Office FCU:**

#### **FCU**

- DDC controller per FCU
- Space temperature sensor per FCU

#### **Other Inclusions**

- Software programming of the new DDC controllers
- Modification of the EBI database, including graphics

## 5. Phase 3 - FCU 5-38 located near FedEx area:

### FCU

- DDC controller per FCU
- Space temperature sensor per FCU

### Other Inclusions

- Software programming of the new DDC controllers
- Modification of the EBI database, including graphics

## 6. Phase 3 FedEx and Event Storage VAVs (3):

### (3) VAVs

- DDC controller per VAV
- Space temperature sensor per VAV

### Other Inclusions

- Software programming of the new DDC controllers
- Modification of the EBI database, including graphics

## 7. Phase 3 - Server Room AHU 5-26:

### AHU 5-26

- New DDC controller
- New temperature sensors
- Reuse existing CHW valve and actuator

### Other Inclusions

- Software programming of the new DDC controllers
- Modification of the EBI database, including graphics

## 8. Phase 4 - Replace MA pneumatic damper actuators, (These dampers are not smoke dampers.):

- a. This proposal eliminates these pneumatic actuators and replaces them with electronic actuators, controlled by the DDC system.
- b. The proposal includes the cost for (50) electric actuators, but Honeywell will actually be installing (100) electric actuators. Honeywell's base contract included the cost for Electric/Pneumatic transducers to be used to control the existing pneumatic damper actuators. The costs associated with the E/P transducers are equivalent to (50) electric actuators. Therefore, this proposal only includes the cost for (50) electric actuators.
  - (50) new electric damper actuators
  - Installation of (100) new electric damper actuators
  - Reuse of existing dampers

### Exclusions

- Repair or replacement of existing dampers

## 9. Replace A-Hall smoke damper actuators (38):

- (38) new electric damper actuators
- Repair or replacement of (10) actuator linkages
- Reuse of existing dampers

### Exclusions

- Repair or replacement of existing dampers

### ***Project Duration: Five months for completion.***

This project can be installed during day shift or night shift without any impact to cost. Based on Show requirements, some areas may have to be worked in, during a night shift. Honeywell's work schedule will be flexible, based on the needs of the Convention Center.

#### Approximate time schedules:

Engineering – 6 weeks

Equipment Lead Time – 2 weeks

Field Installation – 16 weeks (Some installation can take place concurrently with engineering.)

### **Other Project Exclusions:**

- Fire Alarm System and controls
- Repair or replacement of any existing controls not specified above
- Replacement of Smoke and Fire/Smoke dampers

**Period of Performance:** The Work shall commence on TBD ("Effective Date") and shall be completed by TBD ("Completion Date")

---

**Price:** \$178,760.00 (One Hundred Seventy-Eight Thousand Seven Hundred Sixty and 00/100 U.S. Dollars)

This proposal is valid for 30 days.

Proposal Submitted By: Larry Anderson  
(Signature)

Name: Larry Anderson

Title: Account Executive

Date: October 31, 2012

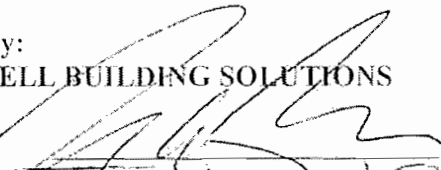
Honeywell Building Solutions



**Acceptance:** This proposal and the pages attached shall become an Agreement in accordance with Article 13 of the General Terms and Conditions below and only upon signature below by an authorized representative of Honeywell and Customer, subject to credit approval by Honeywell.

Accepted by:

**HONEYWELL BUILDING SOLUTIONS**

Signature: 

Name: Joseph Repole

Title: District Mgr

Date: 11/15/2012

**CUSTOMER:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## General Terms and Conditions

### 1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (on or federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

### 2. TAXES

2.1 Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

2.2 Tax-Related Cooperation. CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

### 3. PROPRIETARY INFORMATION

3.1 All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement shall remain the property of Honeywell, and Customer shall not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

3.2 Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which shall not be unreasonably withheld.

### 4. INSURANCE OBLIGATIONS

4.1 Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Honeywell will not issue coverage on a per project basis.

4.2 Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://www51.honeywell.com/mol/liability-n2/dv-united.html>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

### 5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

5.1 Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

5.2 Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

5.3 If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

5.4 Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

5.5 TO THE FULLEST EXTENT ALLOWED BY LAW, Customer SHALL INDEMNIFY AND HOLD Honeywell HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT Customer PROVIDES Honeywell ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.

### 6. WARRANTY AND LIMITATION OF LIABILITY

6.1 Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

6.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.

6.3 Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

### 7. INDEMNITY

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent: (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell shall not be responsible for any settlement without its written consent. Honeywell shall not be liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

### 8. LIMITATION OF LIABILITY

8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, Honeywell's TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

#### 9. EXCUSABLE DELAYS

Honeywell shall not be liable for damages caused by delay or interruption in Services due to fire, flood, explosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, communism, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

#### 10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is feasible, then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such amount. Honeywell shall not, however, be responsible for any settlement made without its written consent.

#### 10.4 THIS ARTICLE STATES Honeywell's TOTAL LIABILITY AND Customer's SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY Honeywell HEREUNDER.

#### 11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

#### 12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

#### 13. ACCEPTANCE OF THE CONTRACT

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

#### 14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement shall be governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

#### 15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:

Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed.

Retainage - Customer shall not withhold, as retainage, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer shall pay all retainage to Honeywell within 30 days after Honeywell's work is substantially complete.

Suspension of work - If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides remedy.

#### 16. WORK BY OTHERS

16.1 Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

16.2 Services Honeywell will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 16 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

#### 17. DELIVERY

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

#### 18. DAMAGE OR LOSS

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

#### 19. TERMINATION

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

#### 20. CHANGES IN THE WORK

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or adjustment in the price or a change in the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the Schedule, it shall be determined pursuant to the Dispute Resolution article of this Agreement. Any change in the Price or the Schedule resulting from such claim shall be authorized by Change Order.

#### **21. ACCEPTANCE OF THE WORK**

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 21. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 21 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

#### **22. DEFINITIONS**

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, bonded-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

22.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

22.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.



Interoffice Memorandum

November 12, 2012

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

FROM: Eric Ushkowitz, Economic Development Administrator  
Office of Economic, Trade and Tourism Development

SUBJECT: **November 27, 2012 – Consent Agenda Item**  
Approval of Economic Development Grant Agreement Digital Risk, LLC Quick  
Action Closing Fund Economic Development Agreement

Digital Risk, LLC is requesting that Orange County commit a total of \$200,000 as the 25% local share of an \$800,000 financial incentive under Florida's Quick Action Closing Fund (QACF) Program. The QACF award will induce Digital Risk, LLC to expand its existing operations within Orange County. To receive designation as a qualified applicant for the QACF Program, the Board of County Commissioners must adopt an agreement stating that the commitment of local financial support of the applicant exists for 25% of the annual award. This agreement would be contingent upon the City of Maitland executing a similar agreement for 25% of the annual award.

Digital Risk, LLC is the largest independent provider of Risk, Compliance and Transaction Management solutions for the complex and dynamic financial services market. The proposed expansion will create approximately 400 new high-wage jobs in Orange County, with an average salary of at least \$46,955, which is 115% of the overall prevailing salary in the county. New job functions will include management, finance, legal, accounting, human resources, operations and administration. Financial incentives will help to ensure that this project expands here in Orange County rather than elsewhere.

No Orange County incentive payments for the QACF program will be made until new jobs are both created and maintained.

Digital Risk, LLC is a business and financial services firm that specializes in providing mortgage underwriting services. The company currently has 1,075 employees in Florida and offices in New York, Texas and Colorado.

For more information about Digital Risk, LLC visit: [www.digitalrisk.com](http://www.digitalrisk.com)

**ACTION REQUESTED: Approval of Orange County, Florida and Digital Risk, LLC  
Economic Development Grant Agreement Digital Risk, LLC  
Quick Action Closing Fund.**

EU/ls

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**ORANGE COUNTY, FLORIDA**  
*and*  
**DIGITAL RISK, LLC**

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**ECONOMIC DEVELOPMENT GRANT AGREEMENT  
DIGITAL RISK, LLC QUICK ACTION CLOSING  
FUND**

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This Economic Development Grant Agreement, herein referred to as the "Agreement", is entered into as of the \_\_\_\_ day of November 2012, by and between Orange County, Florida, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County", and Digital Risk, LLC, a corporation organization and existing under the laws of the state of Florida, herein referred to as "Digital Risk".

**WHEREAS**, Digital Risk is a business and financial services firm specializing in providing mortgage underwriting services; and

**WHEREAS**, Digital Risk has 1,075 employees in the State and has offices in New York, Texas, and Colorado; and

**WHEREAS**, Digital Risk plans to expand the company by adding additional employees to its Orange County operations and hiring up to 400 new employees in Orange County; and

**WHEREAS**, Digital Risk completed an Application with Enterprise Florida, Inc. ("EFI") and the Florida Department of Economic Opportunity ("DEO") to participate in the State's Quick Action Closing Fund ("QACF") Program, pursuant to Section 288.1088, Florida Statutes; and

**WHEREAS**, the DEO issued an Approval Letter to Digital Risk on May 30, 2012 approving Digital Risk's application for participation in the QACF Program; and

**WHEREAS**, the State requires a QACF Program local match grant; and

**WHEREAS**, the provision of economic development incentives is considered an appropriate and beneficial use of public funds, and the creation of jobs under this Agreement will further economic development and will stimulate business and commercial activity in the County; and

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **ARTICLE 1. GENERAL PROVISIONS**

- 1.1 Digital Risk warrants that it has executed a QACF Agreement with the State regarding economic development incentives, which the State requires local community participation in the form of a local match grant.
- 1.2 The City acknowledges that the QACF Agreement and the terms of this Agreement comply with the provisions of the County's Economic Development Incentive Policy.
- 1.3 Each party represents that it has obtained all necessary authority to enter into this Agreement.

#### **ARTICLE 2. TERM OF AGREEMENT**

- 2.1 This Agreement shall begin on January 1, 2013 and shall continue until December 31, 2020, unless terminated earlier pursuant to the terms of this Agreement.

#### **ARTICLE 3. OBLIGATIONS OF COMPANY**

- 3.1 Additional Office Space. Company is required to secure at least 20,000 square feet of additional office space in Orange County, and maintain that level of additional office space for the duration of this Agreement.
- 3.2 Jobs. Company and any subsidiary of Company will create 400 new jobs in the Maitland office and retain these jobs through the end of 2020 as required by the terms of the QACF Agreement between the State and Digital Risk. To be counted as new full-time jobs for this Agreement, the employees hired and retained by Company or a subsidiary of Company must be based in a facility or office located within Orange County.
- 3.3 Average Annual Wage. The average annual wage of the 400 new full-time jobs created by Company under this Agreement shall be at least forty six thousand and nine hundred and fifty five dollars (\$46,955), which is 115% of the average wage in Orange County, and shall not fall below that level during the term of this Agreement.
- 3.4 Compliance Records and Verification. Company shall provide at least annually through December 31, 2020, on or before March 1 of each year, records or documents verifying compliance of the requirements of the incentives, including but not limited to, the number of employees hired and retained for each year and the average annual wage of these employees. Company agrees to permit County auditors access, subject to prior reasonable notice by the County and no more than once per year during the term of this Agreement, to its records to verify compliance with the requirements of the incentive programs.
- 3.5 Records Retention. Company shall maintain and retain for a period of seven (7) years after the final payment of the County, or until full and final resolution of all audit or litigation matters which arise during or after the term of this Agreement, whichever time period is longer, such records that are necessary to fully disclose the

compliance with the provisions of this Agreement and the requirements of the incentive programs.

#### **ARTICLE 4. ECONOMIC INCENTIVES**

4.1 QACF Program. The County agrees to contribute its fifty percent (50%) of the local match portion of the QACF Program through annual grant payments to Company based on the number of new full-time jobs created by Company in the schedule set forth in Article 4. The County shall pay Company five hundred dollars (\$500) per new full-time job created.

4.2 Annual Amount. The annual QACF Program match grant amount paid by the County will be based on the following schedule:

4.3 Funding by Others. It is acknowledged and agreed by the parties that the fifty percent (50%) of the local match required for the QACF Program that is not funded by the County will be funded by the City of Maitland under a separate agreement.

Year	Job Creation	Amount
FY 2014-2015	150	\$75,000
FY 2015-2016	50	\$25,000
FY 2016-2017	50	\$25,000
FY 2017-2018	50	\$25,000
FY 2018-2019	100	\$50,000
Total	400	\$200,000

County shall pay Company the annual QACF Program match grant amount within sixty (60) days of receipt of the compliance report.

#### **ARTICLE 5. ASSIGNMENT**

Company may not transfer or assign all or part of its rights and obligations under this Agreement without prior written approval of the County, which approval shall not be unreasonably withheld or delayed.

#### **ARTICLE 6. INDEMNITY**

6.1 Company agrees to defend, indemnify and hold harmless the County and its agents, employees, and elected officials from for any and all losses, claims, suits, actions and liability, including all litigation costs that arise from any act or omission of Company or any of its officers, employees, agents, contractors, assignees, and affiliates relating to this Agreement.

6.2 The County assumes no responsibilities or liabilities to any third parties in connection to this Agreement.



## **ARTICLE 7. TERMINATION**

- 7.1 Termination. Each party may terminate this Agreement for Cause upon thirty (30) days prior written notice to the other party. "Cause" is any failure to perform a material obligation under this Agreement within the specified time. This Agreement may not be terminated for Cause if the alleged Cause is cured within the specified thirty-day period. The sole remedy for any termination for Cause (and for the "causes" giving rise to the termination) shall be that each party is relieved of its obligation to perform hereunder. However, following termination by the County for Cause, Company will be obligated to the County to repay all QACF Program incentive amounts provided by the County for Company's obligations not met.
- 7.2 The termination of the QACF Agreement between the State and Company for any failure to perform a material obligation under the QACF Agreement within the specified time shall constitute a Cause for termination under Section 7.1 of this Agreement.
- 7.3 The termination of the agreement between the City of Maitland and Company for cause under that agreement shall constitute a Cause for termination under Section 7.1 of this Agreement.
- 7.4 Failure of Company to provide annual verification of compliance with the terms of this Agreement shall constitute a Cause for termination under the terms of this Agreement.

## **ARTICLE 8. NOTICE**

All notices required or permitted by this Agreement shall be delivered (a) by certified mail, postage prepaid, effective five days after mailing, or (b) by hand delivery, effective upon delivery, in either case addressed as follows:

### **Reports and Communications to the COUNTY:**

Orange County  
Office of Economic, Trade & Tourism Development  
ATTN: Eric Ushkowitz  
Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, FL 32802-1393

### **Reports and Communications to the Company:**

Digital Risk, LLC  
ATTN: Edward A. Santos, President  
2301 Maitland Center Parkway, Suite 165  
Maitland, FL 32751

With copy to:

Digital Risk, LLC  
ATTN: General Counsel  
2301 Maitland Center Pkwy, Suite 165  
Maitland, FL 32751

## **ARTICLE 9. UNCONTROLLABLE FORCES**

Neither County nor Company shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, Acts of God and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

## **ARTICLE 10. GOVERNING LAW / VENUE / WAIVER OF JURY TRIAL**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Orange County and the Agreement will be interpreted according to the laws of Florida. By entering into this agreement, County and Company hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this agreement.

## **ARTICLE 11. MISCELLANEOUS**

11.1 Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void or voidable, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void or voidable provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being held void should a provision which is of the essence of the Agreement be determined to be void by a court of competent jurisdiction.

11.2 Independent Parties. In executing this agreement and in performing their respective obligations hereunder, the County and Company are acting independently and not in any form of partnership or joint venture.

11.3 No Waiver of Sovereign Immunity. Nothing in this Agreement may be construed to be a waiver of the sovereign immunity of the County.

- 11.4 No Third Party Beneficiaries. This Agreement shall not be construed to confer rights or privileges or causes of action to any third party or entities not a party to this Agreement.
- 11.5 Sole Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereto.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Orange County, Florida

By: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk  
Clerk/Deputy Clerk of the Board

Date: \_\_\_\_\_

\* \* \* \* \*

Attest:

\_\_\_\_\_  
Cheri Brunson  
Corporate Secretary  
(Affirm Corporate Seal)

Witness:

Name: \_\_\_\_\_  
Susan M. Kendall

DIGITAL RISK, LLC

By: \_\_\_\_\_  
Name: Edward A. Santos  
Title: President

Rick Scott  
GOVERNOR



Hunting F. Deutsch  
EXECUTIVE DIRECTOR

**FLORIDA DEPARTMENT of  
ECONOMIC OPPORTUNITY**

July 11, 2012

Mr. Mark G. Hinshaw  
Chief Financial Officer  
Digital Risk, LLC  
2301 Maitland Center Parkway  
Building 200, Suite 460  
Maitland, FL 32751

Dear Mr. Hinshaw:

**RE: Quick Action Closing Fund / Contract #: SB12-305 / Project ID: 12-00323**  
**Applicant: Digital Risk, LLC**

Enclosed is the original fully executed Agreement under the Quick Action Closing Fund program for the business referenced above. Please make a note of the following requirements that must be met in order to receive scheduled payments and maintain program eligibility:

**Escrow Conditions**

The \$2,000,000 Closing Fund Award is to be paid from the State into an escrow account managed by Enterprise Florida, Inc. upon completion of the following:

- Execution of an Escrow Agreement with DEO and EFI by July 15, 2012;
- Execution of the Closing Fund Agreement with DEO by July 15, 2012; and
- Execution of a lease or similar agreement for property in Florida totaling 25,000 square feet.

**Payment Conditions**

Escrowed funds will be released in two equal payments of \$1,000,000 from EFI to Digital Risk upon achievement of the following:

Phase One

- Public announcement of the company's expansion in Palm Beach County;
- Creation of at least 250 net new jobs in the State; and
- Capital investment of at least \$250,000 toward facility renovations and/or equipment purchases in Palm Beach County, and
- Passage of a resolution of support by Palm Beach County.

Phase Two

- Creation of at least 750 cumulative net new jobs in the State;
- Total capital investment of at least \$2 million toward facility renovations and/or equipment purchases in the State, and,

Mr. Mark G. Hinshaw  
July 11, 2012  
Page 2

- Passage of a resolution of support by local communities where project jobs are located.

Fulfillment of these payment conditions is expected to be achieved by December 31, 2016. Supporting documentation shall be submitted to DSBD for verification of the aforementioned conditions. Verification must be complete to DSBD's satisfaction prior to the disbursement of the payment.

**Performance Conditions**

In order for Digital Risk to remain qualified for this Closing Fund award and avoid sanctions:

- Creation of 1,000 new jobs in accordance with the QACF Agreement;
- Retention of existing Florida jobs, to be no less than 1,075; and
- Average wage of at least \$49,820 for all jobs (excluding those full-time equivalent jobs under Agreement OT09-150 and Agreement OT10-097); and
- Capital investment for this project of at least \$3 million by December 31, 2017.

The Closing Fund Awardee may make a one-time election to extend the job creation and investment schedule by one year. This election must be communicated to DSBD, and approved by DSBD, in writing. Exercising this option shall result in a one-year extension of the term of the performance requirements and sanctions.

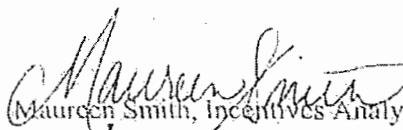
Please refer to Section 10.0 of the enclosed executed Quick Action Closing Fund Agreement regarding sanctions that may be incurred if Digital Risk, LLC fails to comply with any material term or condition of the enclosed agreement.

Once the full award has been received by the Closing Fund Awardee, all subsequent required documentation and requests concerning the above referenced project should be forwarded to:

Ms. Joyce Pugh  
DEO/DSBD  
400 South Monroe Street  
The Capitol, Suite 2001  
Tallahassee, Florida 32399-0001  
P:850/717-8976/F:850/414-1734

Good luck with your project, and please feel free to contact me at 850/717-8960; fax, 850/487-3014; or e-mail, [maureen.smith@deo.myflorida.com](mailto:maureen.smith@deo.myflorida.com).

Sincerely,

  
Maureen Smith, Incentives Analyst  
Division of Strategic Business Development

Enclosure: Original Fully Executed Closing Fund Agreement  
Final Project Order

STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

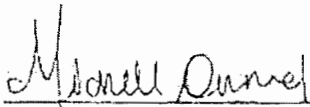
FINAL PROJECT ORDER

The State of Florida, Department of Economic Opportunity, Division of Strategic Business Development (DSBD) issues this Final Project Order pursuant to section 288.075(2)(a), Florida Statutes, for Digital Risk, LLC (Digital Risk) and DSBD Agreement SB12-305, fully executed on June 24, 2012. Section 288.075, F.S., provides that certain information in the custody of economic development agencies may be held as confidential and exempt from disclosure as public records for specified time periods.

Accordingly, it is **ORDERED** that project information concerning plans, intentions, or interests to locate, relocate, or expand any of its business activities in this State, is confidential and exempt from section 119.07(1) and Article I, section 24(a), of the Florida Constitution, for 180 days after the issuance of this order, December 26, 2012, or one year from the original Request for Confidentiality, whichever occurs first. Confidentiality was originally requested on December 16, 2011.

**DONE AND ORDERED** at Tallahassee, Leon County, Florida, this 27<sup>th</sup> <sup>MC</sup> day of June, 2012.

  
\_\_\_\_\_  
Authorized Signature and Title Edward A. Santos, President  
Digital Risk, LLC

  
\_\_\_\_\_  
Michelle R. Dennard, Division Director  
**DEO/DSBD**  
400 South Monroe Street  
The Capitol, Suite 2001  
Tallahassee, Florida 32399-0001  
Phone: 850/717-8960 / FAX: 850/487-3014

DSBD FINAL ORDER NO. 11/12-357

STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

FINAL PROJECT ORDER  
PROJECT SUMMARY

Approval Date: May 30, 2012 County: Palm Beach County

Applicant: Digital Risk, LLC

Project ID: 12-00323

QACF:	Amount: \$2,000,000.00
-------	------------------------

Jobs Created: 1000

Jobs Retained:           

Base Jobs: 1075

Capital Investment: \$ 3,000,000

Average Wage Contracted For: \$ 49,820

Target Industry: Non-depository Credit Institutions

DSBD FINAL ORDER NO. 11/12-357



# DigitalRisk

NEW YORK · ORLANDO · DALLAS · JACKSONVILLE · DENVER

December 16, 2011

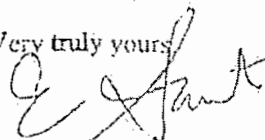
Enterprise Florida, Inc.  
The Atrium Bldg., Suite 201  
325 John Knox Road  
Tallahassee, FL 32303

To Whom it May Concern:

On behalf of Digital Risk, LLC, please accept this letter as a request for all documents, records, reports, correspondence, conversations, applications, data and other sources of information concerning our business plans, interests, or intention to evaluate or locate in Florida as well as other trade secrets, identification, account, and registration numbers, and proprietary confidential business information be held confidential pursuant to section 288.075, Florida Statutes for a period of 12 months after the date of receipt of this request for confidentiality or until the information is otherwise disclosed, whichever occurs first.

Thank you.

Very truly yours,



Edward Alex Santos  
President

EAS:cb

2301 Maitland Center Parkway, Suite 165, Maitland, FL 32751  
888.500.RISK digitalrisk.com

**STATE OF FLORIDA**  
**DEPARTMENT OF ECONOMIC OPPORTUNITY**  
***QUICK ACTION CLOSING FUND AGREEMENT***

**AGREEMENT**

THIS AGREEMENT (SB12-305) is made and entered into this 29 day of June, 2012, by and between the State of Florida, Department of Economic Opportunity's Division of Strategic Business Development, hereinafter referred to as "DSBD," and Digital Risk, LLC, hereinafter referred to as the "Closing Fund Awardee," pursuant to Section 288.1088, Florida Statutes.

DSBD has determined that the Closing Fund Awardee has met all of the requirements necessary to become certified to participate in the Quick Action Closing Fund (Closing Fund) and that all statutorily required reviews and approvals have been obtained pursuant to Section 288.1088, Florida Statutes.

This Agreement is neither a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida. Payment of Closing Fund Awards are conditioned on and subject to specific annual appropriations by the Florida Legislature of funds sufficient to pay amounts authorized in Section 288.1088, Florida Statutes, and

In consideration for the mutual promises and agreements contained herein, and other valuable and good consideration, DSBD and the Closing Fund Awardee agree as follow:

**1.0 PARTIES:** The parties and their respective addresses for purposes of this Agreement are as follows:

STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
DIVISION OF STRATEGIC BUSINESS DEVELOPMENT  
400 SOUTH MONROE STREET  
THE CAPITOL, SUITE 2001  
TALLAHASSEE, FLORIDA 32399-0001  
FAX NUMBER: (850) 487-3014

DIGITAL RISK, LLC  
2301 MAITLAND CENTER PARKWAY  
BUILDING 200, SUITE 460  
MAITLAND, FLORIDA 32751  
FAX NUMBER: \_\_\_\_\_

**2.0 ADMINISTRATORS:**

The State's Closing Fund Agreement administrator is:

Karl Blischke, Chief Analyst for Incentives

The Closing Fund Awardee Agreement administrator is:

\_\_\_\_\_

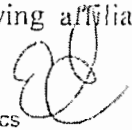
All approvals and notifications referenced in this Agreement must be obtained in writing from the parties' agreement administrators or their duly authorized designees.

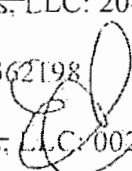
**3.0 TERM:** The term of this Agreement shall commence upon the date of execution of this Agreement, and continue through June 30, 2022, for all terms except for the record-keeping and audit-related obligations (Paragraphs 7.0(f) and 19.0), unless terminated prior to that time as provided for in this Agreement. The record-keeping and audit-related obligations (Paragraphs

7.0(f) and 19.0) of the Closing Fund Awardee shall continue through June 30, 2027, unless terminated prior to that time as provided for in this Agreement.

**4.0 CLOSING FUND AWARDEE DESCRIPTION:**

(a) The Closing Fund Awardee is or will be an operating unit of Digital Risk, LLC. It is identified for unemployment compensation purposes under the unit name(s) of Digital Risk, LLC; account number(s), 0026536690. For the purpose of this Agreement and Closing Fund project, the following affiliates are also considered part of the approved Closing Fund project:

  
Analytics  
Affiliate(s) FEID: Screening Analytics, LLC: 20-5776459;

NKQ, LLC: 27-2362198  
  
Analytics  
Affiliate(s) UI - Screening Analytics, LLC: 0029526090:

NKQ, LLC: \_\_\_\_\_

(b) The Closing Fund Awardee understands and agrees that the requirements in Paragraphs 7.0, 9.0, 10.0 and 19.0 of this Agreement pertain only to the project described in Paragraph 5.0(a) of this Agreement for the business unit described in Paragraph 4.0(a) of this Agreement.

**5.0 PROJECT DESCRIPTION AND AWARD CONDITIONS:**

(a) This project involves the expansion and retention of the QACF Business' financial services operations in the State Florida.

(b) The "Award Conditions" for the payment of \$2,000,000 to an Enterprise Florida, Inc. Escrow Account for future disbursement to the Closing Fund Awardee shall be met when the following have occurred:

(1) Execution of the Closing Fund Agreement with DEO prior to July 15, 2012;

(2) Execution of an Escrow Agreement between DSBD, Enterprise Florida, Inc, and the Closing Fund Awardee on or prior to July 15, 2012; and

(3) Execution of a lease or similar agreement for property in Florida totaling 25,000 square feet.

Supporting documentation shall be submitted to DSBD for verification of the aforementioned conditions. Verification must be complete to DSBD's satisfaction prior to the disbursement of the payment. To receive payment, conditions are expected to be met by July 15, 2012; however, this date may be extended to no later than September 1, 2012, with the express written approval of DSBD.

(c) With approval from the Department, escrowed funds will be released in two equal payments of \$1,000,000 from Enterprise Florida, Inc. to Digital Risk, LLC. The "Award Conditions" for the first payment of \$1,000,000 to be released shall be met when the following have occurred:

(1) Public announcement of the company's expansion in Palm Beach County;

(2) Creation of at least 250 net new full-time equivalent jobs in the State;

(3) Capital investment of at least \$250,000 toward facility renovations and/or equipment purchases in Palm Beach County, and

(4) Passage of a resolution of support by Palm Beach County.

(d) The "Award Conditions" for the second payment of \$1,000,000 to be released shall be met when the following have occurred:

(1) Creation of at least 750 cumulative net new full-time equivalent jobs in the State;

(2) Total capital investment of at least \$2,000,000 toward facility renovations and/or equipment purchases in the State, and

(3) Passage of a resolution of support by local communities where project jobs are located.

Supporting documentation shall be submitted to DSBD for verification of the aforementioned conditions. Verification must be complete to DSBD's satisfaction prior to the disbursement of the payment. To receive payment, conditions are expected to be met by December 31, 2016; however, this date may be extended to no later than March 31, 2017, with the express written approval of DSBD.

(e) In order to remain qualified for the first Closing Fund award payment authorized in 5.0(c) of this Agreement and to avoid sanctions for the first phase, the Closing Fund Awardee must meet the conditions below:

(1) The total number of net new full-time equivalent jobs in Florida that the Closing Fund Awardee is, or will be, dedicating to this phase of the project is at least 500, and these jobs will be fully implemented by December 31, 2014, and maintained for an additional three (3) years through at least December 31, 2017.

(2) The number of Base Jobs for this phase of the project is 1,075, which includes 477 full-time equivalent jobs under Agreement OT09-150 and 175 full-time equivalent jobs under Agreement OT10-097. Employees hired on or after the Florida Governor's Closing Fund Approval date (May 7, 2012) will be considered new jobs for the purposes of this

agreement. The Closing Fund Awardee must report jobs created under this project in a multiple worksite report, demonstrating jobs are not transferred from other Florida sites.

(3) The average annual wage of project jobs specified in Paragraphs 5.0(c)(1) and (c)(2) above, excluding those full-time equivalent jobs under Agreement OT09-150 and Agreement OT10-097, will be at least \$49,820, excluding benefits; and

(4) The Closing Fund Awardee must invest a total of at least \$1,500,000 in the new facilities by December 31, 2014, and maintain that investment for an additional three (3) years, until December 31, 2017. Documentation of this investment must be presented to DSBD or its agent by January 31, 2015, and continue to be presented to DSBD each year thereafter until January 31, 2018.

(f) In order to remain qualified for the second Closing Fund award payment authorized in 5.0(d) of this Agreement and to avoid sanctions, the Closing Fund Awardee must meet the conditions below:

(1) The total number of additional net new full-time equivalent jobs in Florida that the Closing Fund Awardee is, or will be, dedicating to this phase of the project is at least 500 for a cumulative total of at least 1,000 net new full-time equivalent project jobs, and these jobs will be fully implemented by December 31, 2017, and maintained for an additional three (3) years through at least December 31, 2020.

(2) The number of Base Jobs for this phase of the project is 1,575, which includes 500 full-time equivalent jobs created in the first phase of this project, 477 full-time equivalent jobs under Agreement OT09-150, and 175 full-time equivalent jobs under Agreement OT10-097. Employees hired on or after the Florida Governor's Closing Fund Approval date (May 7, 2012) will be considered new jobs for the purposes of this agreement.

The Closing Fund Awardee must report jobs created under this project in a multiple worksite report, demonstrating jobs are not transferred from other Florida sites.

(3) The average annual wage of project jobs specified in Paragraph 5.0(f)(1) and (f)(2) above, excluding those full-time equivalent jobs under Agreement OT09-150 and Agreement OT10-097, will be at least \$49,820, excluding benefits; and

(4) The Closing Fund Awardee must invest a total of at least \$1,500,000 in the new facilities by December 31, 2017, and maintain that investment for an additional three (3) years, until December 31, 2020. Documentation of this investment must be presented to DSBD or its agent by January 31, 2018, and continue to be presented to DSBD each year thereafter until January 31, 2021.

(g) The Closing Fund Awardee may make a one-time election to extend the job creation and investment schedule by one year. This election must be communicated to DSBD, and approved by DSBD, in writing. Exercising this option shall result in a one-year extension of the term of the performance requirements and sanctions.

**6.0 NOTICES:** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile transmission may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses set forth above for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.



**7.0 DUTIES OF THE CLOSING FUND AWARDEE:** The Closing Fund Awardee agrees that to qualify and remain qualified for the Closing Fund Award payment authorized herein, the Closing Fund Awardee must:

(a) Undertake the project and meet all of the Award Conditions as specified in Paragraphs 5.0(c) and 5.0(d), as applicable, of this Agreement.

(b) Submit its request for the Closing Fund Award payment authorized in Section 9.0 of this Agreement in a letter format and clearly state that it certifies each of the specific requirements in Paragraphs 5.0(c) and 5.0(d), as applicable of this Agreement have been met, and provide supporting documentation acceptable to DSBD.

(c) Submit annual certification of its employment and annual average wage payment using a Qualified Target Industry Tax Refund (QTI) Claim application or alternate equivalent documentation acceptable to DSBD, every State of Florida fiscal year by January 31 of said year. The QTI claim application or alternate equivalent documentation must be submitted annually through January 31, 2021.

(d) Certify and submit documentation that at least 80 percent of the total investment specified in Paragraph 5.0 (e)(4) and (f)(4) has been made in the facility in Florida as of December 31, 2017, and continues to be located in Florida as of December 31, 2020.

(e) Notify DSBD in writing of any material developments that impact the implementation or operation of this Agreement or the project that this Agreement covers. Such material developments will include, but not be limited to: announcements with regard to the project, cancellation of the project, or change in ownership of the Closing Fund Awardee.

(f) Maintain personnel and financial records and reports related to the jobs, wages, and cumulative investment that are the subject of this Agreement and submit reports to DSBD as requested.

(g) Expend the award on purposes consistent with Project commitments.

**8.0 LIABILITY AND INDEMNIFICATION:** DSBD will not assume any liability for the acts, omissions to act, or negligence of the Closing Fund Awardee, its agents, servants, or employees; nor will the Closing Fund Awardee exclude liability for its own acts, omissions to act, or negligence to DSBD. In addition, the Closing Fund Awardee agrees to be responsible for any injury or property damage resulting from any activities conducted by the Closing Fund Awardee.

To the extent permitted by law, the Closing Fund Awardee agrees to indemnify and hold DSBD harmless from and against any and all claims or demands for damages resulting from personal injury, including death or damage to property, arising out of any activities performed under this Agreement and will investigate all claims at its own expense. However, neither DSBD nor any agency or subdivision of the State of Florida waives any defense of sovereign immunity or increases the limits of its liability upon entering into this contractual relationship.

**9.0 DUTIES OF DSBD:** DSBD agrees that the Closing Fund Awardee will be eligible to receive a total amount of **TWO MILLION DOLLARS (\$2,000,000)** from the Quick Action Closing Fund contingent upon meeting the requirements established in Paragraphs 5.0(b), 5.0(c), and 5.0(d) as applicable, of this Agreement. The payment will be paid within 30 days of verification by DSBD, or DSBD's designee, that the Closing Fund Awardee has met the

conditions in Paragraphs 5.0(b), (c), and (d), as applicable, of this Agreement, for the project specified in Paragraph 5.0(a) of this Agreement.

#### **10.0 TERMINATION AND SANCTIONS:**

(a) This Agreement may be terminated by DSBD upon failure of the Closing Fund Awardee to comply with any material term or condition of this Agreement or a decision by the Closing Fund Awardee either not to proceed with the project defined in Paragraph 5.0(a) of this Agreement.

(b) A termination will result in the loss of eligibility for receipt of the Closing Fund Award payment previously authorized. If the Closing Fund Award has been paid, the Closing Fund Awardee may be required to repay the grant amount and a penalty, as outlined below in (d), (e), (f), (g), and (h) of this section.

(c) Notwithstanding Paragraphs (a) and (b) above, in the event that DSBD fails to pay the Closing Fund Awardee a Closing Fund Award payment, to which the Closing Fund Awardee is entitled under this Agreement, as a result of insufficient state funds or for any reason whatsoever, the Closing Fund Awardee shall have the right to terminate this Agreement and may retain any Closing Fund Award payment that is not subject to conditions/sanctions under Paragraphs (d), (e), (f), (g), and (h) of this Section and was previously paid or awarded to the Closing Fund Awardee by DSBD under this Agreement.

(d) In any year in which the actual number of jobs for a job creation or maintenance phase scheduled in Paragraph 5.0(c)(1) and (f)(1) of this agreement falls below 80 percent of the number of jobs so scheduled, the Closing Fund Awardee shall repay an amount equal to one-fifth of the Closing Fund Award payment plus interest on the amount repaid.

(e) If in any year the actual number of jobs is at least 80 percent of the jobs scheduled in Paragraph 5.0(e)(1) and (f)(1) of this Agreement, but less than the required number of jobs, the Closing Fund Awardee shall repay a prorated share of one-fifth of the Closing Fund Award payment plus interest, as determined in Paragraph 10.0(h), on the amount repaid.

(f) In any year the average wage falls below the average wage agreed to in Paragraph 5.0(e)(3) and (f)(3) of this Agreement, the Closing Fund Awardee shall repay one-fifth of the Closing Fund Award plus interest, as determined in Paragraph 10.0(h), on the amount repaid.

(g) If the capital investment for the project specified in Paragraph 5.0(a) of this Agreement has not reached 80 percent of the investment scheduled in Paragraph 5.0(e)(4) and (f)(4) of this Agreement by the periods specified in Paragraph 5.0(e)(4) and (f)(4) of this Agreement, the Closing Fund Awardee shall repay a prorated share of the Closing Fund Award payment plus interest, as determined in Paragraph 10.0(h), on the amount repaid.

(h) The interest rate shall be determined by the annualized interest rate received by the State on funds in the State's Special Purpose Investment Account in January of the year in which the performance standard was not met by the Closing Fund Awardee. This rate is published online at [http://fltreasury.org/fs\\_01.html](http://fltreasury.org/fs_01.html). Additionally, the same interest penalty may be imposed for any period for which the required performance report is overdue, or during which period the Closing Fund Awardee, after being notified by DSBD in writing of any inadequacies in the performance report and/or the supporting documentation and being provided a 60-day period to cure any such inadequacies, has failed to correct the specified inadequacies.

(i) In no year shall the amount required to be repaid exceed the larger of the individual amounts determined in Paragraphs 10.0(d), (e), (f), or (g), and total cumulative

payments shall never exceed the value of the total award plus interest as determined in Paragraph 10.0.

(j) Any required repayment, interest and/or penalty, is due to DSBD within sixty (60) days of receipt of written notice from DSBD.

(k) Notwithstanding Paragraphs 10.0(a) through 10.0(j) above, the Closing Fund Awardee agrees that the State of Florida may secure a lien against the Closing Fund Awardee's equipment for this project. Such lien may be exercised by the State in the event that the Closing Fund Awardee defaults on the performance conditions and requirements set forth in Paragraph 5.0(b), (c), (d), (e), and (f), as applicable.

(l) DSBD, or its designated agent, may conduct on site visits of the Palm Beach County, Florida facility to verify the Closing Fund Awardee's investment, employment and wage records. DSBD or its designated agent must provide the Closing Fund Awardee notice at least ten (10) business days before an impending on-site visit.

**11.0 INDEPENDENT CAPACITY OF THE CLOSING FUND AWARDEE:** The parties agree that the Closing Fund Awardee, its officers, agents, and employees, in performance of this Agreement, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the State. The Closing Fund Awardee is not entitled to accrue any benefits of State employment, including retirement benefits and any other rights or privileges connected with employment. The Closing Fund Awardee agrees to take such steps as may be necessary to ensure that each subcontractor of the Closing Fund Awardee will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State.

The Closing Fund Awardee has no authority to, and shall not pledge the State's credit or make DSBD a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

**12.0 LEGAL REQUIREMENTS:**

(a) This Agreement is executed and entered into in the State of Florida, and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Each party will perform its obligations in accordance with the terms and conditions of this Agreement. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of this Agreement is found to be illegal and unenforceable, the remainder of this Agreement will remain in full force and effect and such term or provision will be deemed stricken.

**13.0 PUBLIC ENTITY CRIME:** The Closing Fund Awardee affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has the Closing Fund Awardee been convicted of a Public Entity Crime. The Closing Fund Awardee agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**14.0 UNAUTHORIZED ALIENS:** DSBD will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**15.0 NON-DISCRIMINATION:** The Closing Fund Awardee will not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Closing Fund Awardee shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Closing Fund Awardee shall insert a similar provision in all subcontracts for services by this Agreement.

The Closing Fund Awardee affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes, and that at no time has the Closing Fund Awardee been placed on the Discriminatory Vendor List. The Closing Fund Awardee further agrees that it shall not violate such law and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

**16.0 ATTORNEY FEES:** Unless authorized by law and agreed to in writing by DSBD, DSBD will not be liable to pay attorney fees, interest, or cost of collection.

**17.0 TRAVEL:** There shall be no reimbursement of travel expenses exceeding the all-inclusive funds allocated in this Closing Fund Agreement.

**18.0 PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or default by either party under this Agreement, will impair any such right, power or remedy of either party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

**19.0 ACCOUNTING AND AUDITS:** The Closing Fund Awardee agrees:

(a) To maintain books, records, documents and other evidence according to generally accepted accounting principles, procedures, and practices that sufficiently and properly reflect all costs of any nature expended in the performance of this Agreement, and retain said

copies for a period of five (5) years after termination of the conclusion of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5) years, the records shall be retained until completion of the action and resolution of all issues which arise from it.

(b) The books, records, documents and other evidence shall be subject at all times to inspection, review, or audit by DSBD or its designee, or by state personnel of the Office of the Auditor General or Department of Financial Services. Copies of the reporting package required by this agreement shall be submitted by or on behalf of the recipient to DSBD and the State of Florida Auditor General.

(c) To include the aforementioned audit and record keeping requirements and the provisions contained in "Exhibit A" in contracts and sub-contracts entered into by the Closing Fund Awardee with any party for work required in the performance of this Agreement.

**20.0 PUBLIC RECORDS:** All public records made or received by the Closing Fund Awardee in conjunction with the Quick Action Closing Fund Award are subject to the provisions of Chapter 119, Florida Statutes. Materials that relate to methods of manufacture or production, potential trade secrets, potentially patentable material, actual trade secrets, business transactions, financial and proprietary information, and agreements or proposals to receive funding that are received, generated, ascertained, or discovered by DSBD, as exempted in Section 288.9520, Florida Statutes, or as exempted under Sections 288.075 and/or 288.9520, Florida Statutes shall remain confidential and exempt from public disclosure. Such confidential and exempt information should be marked by the Closing Fund Awardee as confidential.



**21.0 LOBBYING:** Payments obtained under this Agreement may not be used for the purpose of lobbying the Legislature, the judicial branch, or a state agency, pursuant to Section 216.347, Florida Statutes.

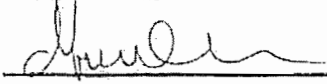
**22.0 NON-ASSIGNMENT:** Neither party may assign, sublicense, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring will be null and void; provided, however that DSBD will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Closing Fund Awardee. In the event that DSBD approves transfer of the Closing Fund Awardee's obligations, the Closing Fund Awardee remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**23.0 ENTIRE AGREEMENT:** This instrument embodies the entire agreement of the parties. There are no provisions, terms, condition, or obligations other than those contained in this agreement; and this agreement supersedes all previous communication, representation, or agreement, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Closing Fund Awardee and the authorized agent of DSBD.

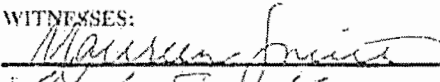
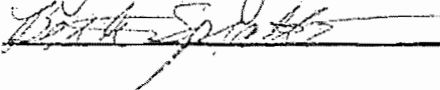
**DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.

In Witness whereof, DSBD and the Closing Fund Awardee have caused this agreement to be executed and delivered by their duly authorized representatives.

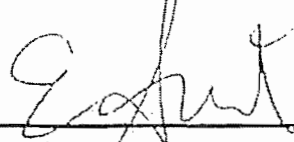
**STATE OF FLORIDA  
DIVISION OF STRATEGIC  
BUSINESS DEVELOPMENT**

  
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AUTHORIZED SIGNATURE Date


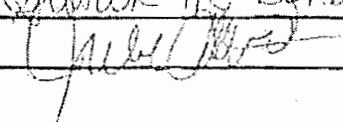
TITLE: Division Director

WITNESSES:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**DIGITAL RISK, LLC**

  
\_\_\_\_\_  
AUTHORIZED SIGNATURE Date

TITLE: President

WITNESSES:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**List of Exhibits:**

**Exhibit A: Special Audit Requirements**

**Exhibit B: Criteria for Measurement of Achievement of Terms for New Full-time Equivalent Jobs and Average Annual Wage (where applicable)**

**Exhibit C: Enterprise Florida, Inc. Escrow Agreement between Enterprise Florida, the Closing Fund Awardee, and the Division of Strategic Business Development.**

**DUPLICATE ORIGINALS:** This Agreement is executed in duplicate originals.

In Witness whereof, DSBD and the Closing Fund Awardee have caused this agreement to be executed and delivered by their duly authorized representatives.

**STATE OF FLORIDA  
DIVISION OF STRATEGIC  
BUSINESS DEVELOPMENT**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Date

TITLE: Division Director

WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_  
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**DIGITAL RISK, LLC**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
Date

TITLE: President

WITNESSES  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Exhibit A: Special Audit Requirements**

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**Exhibit C: Enterprise Florida, Inc. Escrow Agreement between Enterprise Florida, the Closing Fund Awardee, and the Division of Strategic Business Development.**

# EXHIBIT A

## EXHIBIT A

### SPECIAL AUDIT REQUIREMENTS

The administration of funds awarded by the Division of Strategic Business Development (DSBD) to Digital Risk, LLC may be subject to audits and/or monitoring by DSBD, as described in this section.

#### MONITORING

By entering into this agreement, Digital Risk, LLC agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DSBD. In the event DSBD determines that a limited scope audit of the recipient is appropriate, Digital Risk, LLC agrees to comply with any additional instructions provided by DSBD to Digital Risk, LLC regarding such audit. Digital Risk, LLC further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer, Auditor General, or Chief Inspector General. Digital Risk, LLC shall permit access to its records and independent auditor's working papers as necessary to comply with the requirements of this Agreement.

#### AUDITS

1. In the event that Digital Risk, LLC expends a total amount of State awards (i.e., State financial assistance provided to the recipient to carry out a State project) equal to or in excess of \$500,000 in any fiscal year of Digital Risk, LLC, must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes (the Single Audit Act); applicable rules of the Executive Department of Economic Opportunity and the Chief Financial Officer, and Chapter 69I-5, Rules of the Department of Financial Services. In determining the State financial assistance expended in its fiscal year, Digital Risk, LLC shall consider all sources of State awards, including State funds received from DSBD, except that State financial assistance received by a non-state entity for Federal program matching requirements shall be excluded from consideration.
2. In connection with the audit requirements, Digital Risk, LLC shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a reporting package as defined by Section 215.97(8)(g), Florida Statutes, and Chapter 69I-5, Rules of the Department of Financial Services.
3. If Digital Risk, LLC expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of the Single Audit Act is not required. In the event that Digital Risk, LLC expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of the Single Audit Act, the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Digital Risk, LLC funds obtained from other-than-State entities).

**Exhibit A**  
**Special Audit Requirements**  
**Page Two**

4. Digital Risk, LLC must include the record keeping requirements found herein in sub-recipient contracts and subcontracts entered into by Digital Risk, LLC for work required under terms of this Agreement. In the executed subcontract, Digital Risk, LLC shall provide each sub-recipient of state financial assistance the information needed by the sub-recipient to comply with the requirements of the Single Audit Act. Pursuant to Section 215.97(7), Florida Statutes, Digital Risk, LLC shall review and monitor sub-recipient audit reports and perform other procedures as specified in the agreement with the sub-recipient, which may include onsite visits. Digital Risk, LLC shall require sub-recipients, as a condition of receiving state financial assistance, to permit the independent auditor of the recipient, the state awarding agency, the Chief Financial Officer, the Chief Inspector General, and the Auditor General access to the sub-recipient's records and independent auditor's working papers as necessary to comply with the requirements of the Single Audit Act.
5. For information regarding the Florida Single Audit Act, including the Florida Catalog of State Financial Assistance (CSFA), Digital Risk, LLC should access the website for the Florida Department of Financial Services located at <https://apps.fldfs.com/fsaa/> for assistance. In addition to the above website, the following websites may be accessed for additional information: The Florida Legislature's website <http://www.leg.state.fl.us/> and the Florida Auditor General's website <http://www.state.fl.us/audgen>.
6. The CSFA number for this project is: 40.008.

**REPORT SUBMISSION**

Copies of audit reports conducted in accordance with the audit requirements contained herein shall be submitted to the parties set out below. The annual financial audit report shall include all management letters and Digital Risk, LLC's response to all findings, including corrective actions to be taken. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.

**Exhibit A  
Special Audit Requirements  
Page Three**

The complete financial audit report, including all items specified above, shall be sent directly to:

Ms. Alberta Simmons  
Sharpton, Brunson and Company, P.A.  
215 South Monroe Street, Suite 750  
Tallahassee, Florida 32301

**And**

State of Florida Auditor General  
Attn: Marilyn Rosetti  
Room 574, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32302-1450

**RECORD RETENTION**

**Digital Risk, LLC** shall retain all grant records and shall ensure the retention of its independent auditor's working papers for a period of five (5) years from the date of submission of the final project report. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the five (5) years period, whichever is later.

**EXHIBIT A  
ATTACHMENT 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
12-00323	QACE	2017/18	40.008	Quick Action Closing Fund	\$2,000,000.00	100259
Total Award					\$2,000,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



# **EXHIBIT B**

## EXHIBIT B

Digital Risk, LLC

### Criteria for Measurement of Achievement of Terms for New Full-time Equivalent Jobs, Average Annual Wage (where applicable)

Annual certification, as authorized in Section 7.0(c) of this Agreement, must be submitted using a Quick Action Closing Fund (QACF) Certification of Performance Conditions Application or a Qualified Target Industry Tax Refund (QTI) Claim application. (For Closing Fund Awardees certified as a QTI Business, submittal of the required QTI Claim Application and relevant documentation is required.) Section I of this Exhibit explains how the Annual Certification Period, used in the calculation of full-time equivalent jobs, average annual wages and the Base Period for those jobs, is determined. Sections II, III, and IV explain the method that will be used to determine the number of **full-time equivalent jobs** working on the project and the **average annual wage** of those project jobs, and the **documentation required** for jobs and wages.

*Although it is not necessary to submit copies of all documentation to support information included in Annual Certifications (information such as project jobs and related wages/salaries), the Closing Fund Awardee must maintain all related forms and supporting documentation and make these materials available to DSBD as required in Sections 7.0(f) and 19.0 of this Agreement.*

#### Section I. REFUND PERIOD

Annual Certification Period -- The Annual Certification Period, for purposes of this Agreement, is the period from the month the previous certification was submitted until the effective date of the current certification. For the first certification, the Annual Certification Period is defined as the period from December 1 to December 31 of the year the first new jobs are scheduled to be measured as specified in Section 5.0 of this Agreement.

For subsequent years the Annual Certification Period is January 1 to December 31 of the current certification year. (See Sections II and III for more detailed discussion of the method that will be use to evaluate jobs and wages for these periods.)

## Section II. PROJECT JOBS DETERMINATION

The following definitions and procedures must be used in determining and reporting the number of full-time equivalent jobs dedicated to the project. The full-time equivalent jobs must work at the project location within the local government area indicated in Paragraph 5.0(a).

A. Job Definitions:

1. Full-time equivalent jobs -- A "full-time equivalent job" for purposes of this Agreement means at least 35 hours of paid work a week. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included. The total number of full-time equivalent jobs may include **both direct and support jobs** for this project.
2. Direct jobs -- For purposes of this Agreement, "direct jobs" may include operational or production and related workers assigned directly to the Closing Fund project.
3. Support jobs -- For purposes of this Agreement, "support jobs" include non-production, support or overhead workers, such as legal, administrative and clerical, working at the Closing Fund-approved business unit. The concept for support jobs is generally only relevant for businesses working on defense or other government contracts or sub-contracts.
4. New Full-time Equivalent Job -- Full-time equivalent jobs may be counted as new full-time equivalent jobs only if they result in a net increase in full-time equivalent jobs at the QTI business over the average full-time equivalent Base Jobs as specified in this Agreement. Under no circumstances may jobs or job functions be counted as new, full-time equivalent project jobs if they are moved from a related business in Florida (including a business related by virtue of a merger, purchase, or any form of acquisition) to the QTI Business, from another Florida location of the QTI Business to the project location, or from any other Florida business unit. In addition, no temporary construction jobs involved with the construction of facilities for the project nor any jobs which have been previously included in any approved application for tax refunds under Sections 288.104, 288.1045 or 288.106, Florida Statutes, may be included in full-time equivalent project jobs
5. Full-time equivalent direct project jobs -- Full-time equivalent **direct** jobs for the project may be counted as (a) all direct employees working full time (at least 35 hours a week) on the project, such as production or related work, assigned to and working exclusively on the project described in this Agreement or (b) the total of the hours of direct production or related work assigned to the project divided by 35.

6. Full-time equivalent support project jobs -- Full-time equivalent support jobs may be counted for the project if they are (a) exclusively assigned to and working at least 35 hours a week on the project described in this Agreement or (b) they may be estimated by multiplying the **total number of all full-time "support jobs"** at the business by the **ratio** of the number of **"full-time direct" project jobs** to the total of all **"full-time direct" jobs** at the business.
7. Base Jobs – Base jobs are the full-time equivalent jobs on the Closing Fund Awardee's payroll during the Base Period. The number of base jobs may be documented in one of two ways: the Closing Fund Awardee's UCT-6 filings to the Florida Department of Revenue or by employment documentation submitted by the Closing Fund Awardee at the time of its first claim. Once the number of base jobs is set, that number is used for all subsequent claims associated with the project.

B. Full-Time Equivalent Jobs Calculation:

The following method, or a method approved by DSBD which will yield comparable results, should be used to determine full-time-equivalent employment for each period.

1. Total full-time equivalent project jobs for the Base Period and Annual Certification Period – For each week in the period, the number of full-time equivalent project **support** jobs (as defined above) may be added to the number of full-time equivalent **direct** project jobs (as defined above) to obtain total **full-time equivalent project employment for each pay period**.
2. Average full-time equivalent project jobs for the Base Period and Annual Certification Period – Add the project full-time equivalent employment for all pay periods and divide by the number of pay periods to determine the average full-time equivalent project employment for the period. This is the full-time equivalent project jobs that should be reported as annual certification.
3. Net New Job Calculation – To qualify for the refund claimed, the difference between the number of Base Jobs and project jobs created on or after the date of the Florida Governor's Closing Fund Approval date (May 7, 2012) in the Refund Period is the net increase in jobs, and must be at least as great as the number of full-time equivalent net new jobs specified in Section 7.0(a) of the Agreement and Exhibit B for the Refund Period.

If the job creation schedule in the Agreement specifies an increase in net new jobs as a result of a new employment phase since the previous Annual Certification Period, the actual average employment for the new Annual Certification Period will be **evaluated against** an adjusted employment requirement. This **adjusted employment requirement** is obtained by averaging the required full time equivalent employment specified for the previous employment phase for the first eleven months of the year and the new employment phase for last month of the year. That is, the Closing Fund Awardee will be expected to maintain the employment established for the first phase of the project throughout the year, but will only be evaluated against the additional jobs for the new phase for the final month of the year. Averages are used rather than a strict month-to-month comparison because it is understood that there are month-to-month fluctuations in employment due to turnover and other reasons beyond the control of the business.

**Example:** If the Closing Fund project involved the expansion of an existing Florida business with a base full time equivalent employment of 200 and the business had agreed to create 50 net new jobs by December 31 of the first year and an additional 65 net new jobs by December 31 of second year, the annual certification would be evaluated as follows:

1. The evaluation for the first year would compare average employment for period December 1 through December 31 of year 1 against a required number of jobs of 250 (the 200 base jobs, plus the 50 net new jobs scheduled in the agreement).
2. The second year evaluation would compare the average of actual employment for the period December 1 through December 31 against the 315 cumulative jobs scheduled for that phase. In addition, to be sure that the jobs for the previous phase were maintained throughout the year, the average of actual full time equivalent jobs for the period January 1 through December 31 of the second year would be compared to an adjusted job requirement obtained by averaging the scheduled employment for the previous employment phase for eleven months and the new employment phase for one month. In this example the adjusted job requirement for the second year would be an average of 250 for eleven months and 315 for one month or  $((11*250+1*315)/12) = 255$ .

Once the final phase of a project is reached, the evaluation of the remaining certification will be based on a simple comparison of the actual full time equivalent employment against the maintenance of the cumulative full time equivalent employment specified for the final phase.

Worksheets, hard copy and electronic format (MS Excel format preferred), showing these calculations should be submitted with the certification. All hard copies of worksheets should be signed.

Section III. AVERAGE ANNUAL WAGE DETERMINATION

- A. Definition – In calculating the project's average annual wage for the Annual Certification Period (the average wage is not required for the Base Period), the following payments may be included for all project jobs as determined in Section II of this Exhibit:

Wages  
Salaries  
Commissions  
Bonuses  
Drawing Accounts (advances to employees against future earnings)  
Prizes and Awards (if given by employer for employment)  
Vacation Pay  
Payment to Employees of Difference Between Regular Pay and Jury Pay  
Payments to Employees Temporarily Absent While in Military Service  
Wages Earned Before Death but Paid After Death  
Dismissal Pay  
Sick Pay (not made under a plan or system)  
Supplemental Payments (difference between workers' compensation and employee's salary).

Other benefits may only be included in the wage calculation **IF**, as a business policy, the employee has the option of accepting the value of the benefits in the form of cash payments, or can convert the benefit to cash within 12 months of receipt of the benefit.

- B. Calculation of the Average Annual Wage per Full-Time Equivalent Job:

The average annual wage for the Annual Certification Period must be determined in a manner consistent with the following procedure:

1. Total project wages for certification period -- Actual wages, salaries and other payments (as listed in Paragraph A above) for **all full-time equivalent direct project jobs** (as defined in Section II-A. of this Exhibit) for each pay period during the certification period are **added to an estimate of support project wages** (as determined in Paragraph 2 of this section).
2. Support project wages for certification period -- The total of wages, salaries and other payments (as listed in Paragraph A) for all **support** jobs at the business (as defined in Section II-A.) times the **ratio** of the number of "full-time direct" project jobs to the total of all "full-time direct" jobs at the business, calculated in Section II-B. of this Exhibit.

3. Annualized project wages – Since the first Annual Certification Period is less than 12 months and some employees may work for less than 12 months during any Annual Certification Period, it is sometimes necessary to annualize the average wage for the Closing Fund Awardee or the wages of individual employees used to calculate the average annual wage. One of the following methods should be used for that purpose:
  - a. If the Closing Fund Awardee defined in this agreement meets the conditions outlined in Section IV-A. below, the Closing Fund Awardee may simply sum the quarterly payroll figures reported for unemployment compensation purposes and divide by the average number of employees (presumed to be full time equivalent employees if the conditions specified in Section IV-A. exist). If the number of quarters is less than four, this number should be multiplied by the inverse of the ratio of the number of quarters in the Annual Certification Period to four. If any of the quarters in the period has fewer than three months of employment, that quarter's payroll data should first be adjusted by multiplying the reported payroll for that period by the inverse of the ratio of the number of months for which employment data is reported to three.
  - b. If the Closing Fund Awardee does not meet the conditions outlined in Section IV-A, the Closing Fund Awardee must submit the information indicated in Section IV-B and calculate the average wage by annualizing the actual wages paid to all Closing Fund Awardee employees during the Annual Certification Period and summing those figures to obtain a "total annualize payroll" for the period and dividing by the total number of employees included in the calculation of the "total annualized payroll" for that Annual Certification Period. (Note: The total number of employees used in the annualized payroll calculation may be substantially larger than the average employment for the Annual Certification Period.

Worksheets, hard copy and electronic format (MS Excel format preferred), showing these calculations should be submitted with the claim. All hard copies of worksheets should be signed.

#### **Section IV. EMPLOYMENT AND WAGE DOCUMENTATION**

Documentation to support both **base period** jobs and **refund period** jobs should include the following information:

- A. If the Closing Fund Awardee is registered as a separate business unit or worksite, for unemployment compensation purposes, and the employment information reported reflects the number of full-time-equivalent employees at the business unit or worksite, the Closing Fund Awardee may simply submit a copy of the forms that have been submitted for unemployment compensation purposes (the forms are due to the unemployment compensation agency on the fifteenth of the month following the end of each quarter) with the applicable certification documents. The reports submitted should cover the Base Period defined in Section 5.0 of this agreement, and the twelve months preceding the December 31 annual certification date.
- B. If the Closing Fund Awardee is not registered as a separate business or reporting unit, or if there is substantial part-time employment or employee turnover during pay periods, then in addition to the information listed in Section IV-A above for the Closing Fund Awardee, or the business unit of which the Closing Fund Awardee is a part, the Closing Fund Awardee must submit a list of all employees at the business unit or reporting unit, identifying those employees working at the Closing Fund business during the Base Period **and** for the twelve months preceding the December 31 annual certification date.

If an employee was not employed for a full 12 month period, the list should include the date employment began and/or ended. The list should also identify the employee's position, title, or job description. If the employee is paid by the hour, the list should include the number of hours the employee actually worked during each pay period during the Base Period and during the 12 months preceding the December 31 annual certification date.

This information should be supplied in both the signed hard copy and electronic format. (See also wage and salary information referenced in Section III-B3. that needs to be included in this list.) In addition, the Closing Fund Awardee should clearly explain, as a part of the Closing Fund submission, how the information they are submitting may be different from the information submitted for unemployment compensation purposes. For example, it might be the case that the business has a number of part time workers and therefore the unemployment compensation information overstates the number of full-time equivalent employees and understates the average wage. Or, it may be the case that the Closing Fund business is a part of a larger or statewide reporting unit and the Closing Fund Awardee cannot be identified within the information submitted for unemployment compensation purposes. A situation such as this should be clearly explained in the documentation.



**Section V. INVESTMENT**

Investment must be documented on a spreadsheet that lists the items, vendors, payment dates, amount of payments, and check numbers or unique identification of other means of payment and is accompanied with copies of canceled checks (or documentation of other forms of payment) for each item. Please submit a signed hard copy as well as an electronic version of the spreadsheet (MS Excel format preferred).

# EXHIBIT C

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**ESCROW AGREEMENT**

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By and Between

**DIVISION OF STRATEGIC BUSINESS DEVELOPMENT (DSBD)**  
(RE: DSBD Contract SB12-305)

AND

**ENTERPRISE FLORIDA, INC. (EFI)**  
as Escrow Agent

AND

**DIGITAL RISK, LLC**  
as Closing Fund Awardee

Dated as of: July 5, 2012

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## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement"), dated as of \_\_\_\_\_, 2012, by and among the (i) Division of Strategic Business Development ("DSBD"), (ii) Enterprise Florida, Inc., a Florida corporation ("Enterprise Florida" or "Escrow Agent"), and (iii) Digital Risk, LLC (the "Closing Fund Awardee").

Capitalized terms used herein without definition shall have the meanings set forth in the Funding Agreement (as hereinafter defined).

### WITNESSETH:

WHEREAS, the Florida Legislature established the Quick Action Closing Fund pursuant to Section 288.1088, Florida Statutes (the "Closing Fund"), to ensure that sufficient resources are available to allow the State to respond expeditiously to extraordinary economic opportunities and to compete effectively for high-value research and development and innovation business projects;

WHEREAS, the Closing Fund Awardee and DSBD have entered into a Quick Action Closing Fund Agreement (the "Funding Agreement"), which awards to the Closing Fund Awardee **TWO MILLION DOLLARS (\$2,000,000)** (the "Award Funds") pursuant to the Quick Action Closing Fund Program;

WHEREAS, the Florida Legislature created Enterprise Florida pursuant to Section 288.901 *et. al.*, Florida Statutes, to serve as the principal economic development organization for the State and delegated to it the responsibility to provide leadership for business development in Florida by aggressively assisting in the creation of new businesses;

WHEREAS, the Funding Agreement sets forth certain conditions that the Closing Fund Awardee must meet before the payment of certain portions of the Award Funds;

WHEREAS, DSBD, on behalf of the Department of Economic Opportunity, recommended the approval of the project and the release of the funds pursuant to the legislative review requirements set forth in Section 216.177, Florida Statutes.

WHEREAS, DSBD received the Award Funds from the Legislature and has agreed to transfer the said Funds to Enterprise Florida, which shall be held by Enterprise Florida in escrow for the sole purpose of disbursing Funds to the Closing Fund Awardee in accordance with the Funding Agreement; and

NOW, THEREFORE, in consideration of the consummation of the transactions contemplated by the Funding Agreement and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. Appointment of Escrow Agent DSBD and Closing Fund Awardee hereby appoint Enterprise Florida as the Escrow Agent under this Escrow Agreement. The Escrow Agent is hereby authorized to take any and all actions indicated in this Escrow Agreement to be taken by the Escrow Agent and all such further actions consistent herewith as it shall deem necessary or desirable to implement the provisions hereof. The Escrow Agent represents and warrants to DSBD and the Closing Fund Awardee that it has all legal power and authority to act in the manner contemplated by this Escrow Agreement. DSBD and the Closing Fund Awardee agree that the authorization and designation of the Escrow Agent under this Section 1 shall be irrevocable and shall be binding upon their successors and assigns.

Section 2. Establishment of Escrow Upon completion of the conditions set forth in Section 5(b) of the Funding Agreement, DSBD shall transfer the Award Funds to the Escrow Agent, which shall immediately deposit and invest any and all funds advanced by DSBD for payments in an independent and separate interest bearing account(s). The Escrow Agent shall hold the Award Funds solely for the purpose of disbursing the Award Funds to the Closing Fund Awardee in accordance with the terms and conditions set forth in the Funding Agreement and herein. Escrow Agent shall provide DSBD the account number(s) of all such accounts, and shall also provide all other information regarding the account(s) as DSBD requests.

Section 3. Term of Escrow Agreement This Escrow Agreement shall continue in effect from the date hereof until the Award Funds have been fully disbursed pursuant to Section 5 hereof.

Section 4. Direction of Escrow Agent All directions made to the Escrow Agent to take or refrain from taking any action pursuant to this Escrow Agreement shall be made in writing and shall be executed by DSBD and the Closing Fund Awardee and the Escrow Agent shall be entitled to conclusively rely on such instruction without further investigation of any kind.

Section 5. Holding of the Award Funds (a) With respect to the request for Award Funds, DSBD shall submit to the Escrow Agent the following: (i) a completed written disbursement request, submitted to DSBD by the Closing Fund Awardee, executed by the President of the Closing Fund Awardee or other authorized officer, substantially in the form attached hereto as Exhibit A and (ii) a written acknowledgment executed by the Director of DSBD, substantially in the form attached hereto as Exhibit B, that certifies that the Closing Fund Awardee has satisfied the conditions set forth in the Funding Agreement for disbursement of the requested Award Funds.

(b) Escrow Agent shall return to DSBD all interest income derived from the interest bearing account, on a quarterly basis, based on fiscal year quarters. Enterprise Florida shall remit such amounts in the form of checks payable to the State of Florida and mailed to DSBD at the address provided in Section 11.3 of this Escrow Agreement, Attention: Karl Blischke. The payments shall be accompanied by (i) the amount of interest earned by the deposits, the name of the depository(ies), and interest rate(s); (ii) copies of all bank or investment statements and computational worksheets; and (iii) any other applicable information requested by DSBD.

(c) Any and all cash remaining after payment of all amounts due to the Closing Fund Awardee pursuant to the Funding Agreement shall be distributed to DSBD.

Section 6. Receipt Delivery by the Escrow Agent of a signed and dated signature page hereto shall serve as acknowledgment by the Escrow Agent of receipt of the Award Funds (and any related instruments of transfer) on the date hereof and acceptance of the Award Funds in escrow.

Section 7. Rights in the Escrow Account While any amount of the Award Funds is held by the Escrow Agent, and pending the release thereof in accordance with Section 5 hereof, DSBD shall retain all right, title and interest in and to the Award Funds.

Section 8. Disbursement Into Court If, at any time, there shall exist any dispute between DSBD and the Closing Fund Awardee with respect to the holding or disposition of any portion of the Award Funds or any other obligations of Escrow Agent hereunder, or if at any time Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of any portion of the Award Funds or Escrow Agent's proper actions with respect to its obligations hereunder, or if DSBD has not within thirty (30) days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 9 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

(a) suspend the performance of any of its obligations under this Escrow Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be); and/or

(b) petition (by means of an interpleaded action or any other appropriate method) any court of competent jurisdiction in Leon County, Florida, for instructions with respect to such dispute or uncertainty.

Escrow Agent shall have no liability to DSBD or the Closing Fund Awardee or to any other person with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of, any delay in the disbursement of the Award Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

Section 9. Resignation and Removal of Escrow Agent The Escrow Agent may resign from the performance of its duties hereunder at any time by giving sixty (60) days' prior written notice to DSBD and the Closing Fund Awardee or may be removed, with or without cause, by DSBD, at any time by the giving of sixty (60) days prior written notice to Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided herein below. Upon any such notice of resignation or removal, DSBD shall appoint a successor Escrow Agent hereunder. Upon the acceptance in writing of any appointment as Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Escrow Agreement, but shall not be discharged from any

liability for actions taken as Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the provisions of this Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Escrow Agreement.

Section 10. Liability of Escrow Agent.

(a) Escrow Agent shall have no liability or obligation with respect to the Award Funds, except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Award Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Award Funds, this Escrow Agreement or the Funding Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability whatsoever in acting in accordance with the opinion or instruction of such counsel.

(b) The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Award Funds. If any portion of the Award Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree, which it is advised by legal counsel selected by it, is binding upon it, without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

Section 11 Miscellaneous.

11.1 Expenses. All costs and expenses incurred in connection with this Escrow Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

11.2 Dispute Resolution. Any controversy or claim arising out of or relating to this Escrow Agreement, or any alleged breach hereof, shall be resolved in accordance with Florida Law.



11.3 Notice. All notices and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered five (5) days after deposit in the United States mails, by certified mail with return receipt requested and postage prepaid, when delivered personally, one (1) day after delivery to any overnight courier, or when transmitted by facsimile transmission facilities, and addressed to the party to be notified as follows:

If to DSBD to:

DEO/DSBD  
400 South Monroe Street  
The Capitol, Suite 2001  
Tallahassee, Florida 32399-0001  
Attn: Karl Blischke  
Fax: (850) 487-3014

If to Closing Fund Awardee, to:

Digital Risk, LLC  
2301 Maitland Center Parkway  
Building 200, Suite 460  
Maitland, FL 32751  
Attn: Mark G. Hinshaw  
Fax:

If to Escrow Agent, to:

Enterprise Florida, Inc.  
800 North Magnolia Avenue, Suite 1100  
Orlando, Florida 32803  
Attn: Louis Laubscher  
Fax: (407) 316-4599

11.4 Amendment or Waiver. This Escrow Agreement may be changed, waived, discharged or terminated only by a writing signed by each of DSBD, Closing Fund Awardee, and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

11.5 Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

11.6. Governing Law. This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof.

11.7. Entire Agreement: Assignment. This Escrow Agreement (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof; (b) is not intended to confer upon any other person any rights or remedies hereunder; and (c) shall not be assigned by operation of law or otherwise except in accordance with its terms.

11.8 Binding Effect. All of the terms of this Escrow Agreement, as amended from time to time, shall be binding upon, inure to the benefit of, and be enforceable by the respective heirs, successors and assigns of DSBF, Closing Fund Awardee, and Escrow Agent.

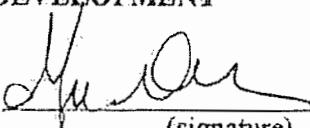
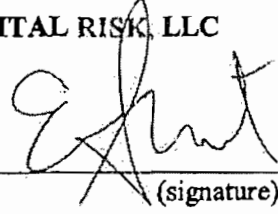
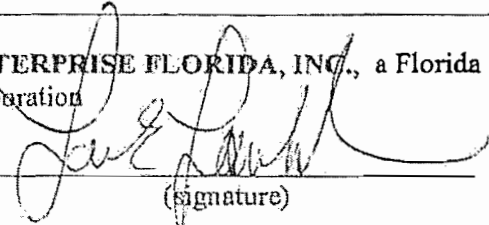
11.9 Execution in Counterparts. This Escrow Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

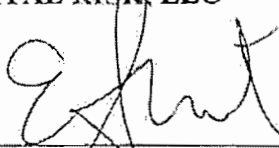
11.10 Descriptive Headings. The headings contained in this Escrow Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Escrow Agreement.

11.11 Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural.

11.12 Construction. This Escrow Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Escrow Agreement to be drafted.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above written.

<b>DIVISION OF STRATEGIC BUSINESS DEVELOPMENT</b> By:  (signature)  Name: <u>Michelle Dennard</u>  Title: <u>Division Director</u>	<b>DIGITAL RISK, LLC</b> By:  (signature)  Name: <u>Edward A. Santos</u>  Title: <u>President</u>
<b>ENTERPRISE FLORIDA, INC., a Florida corporation</b> By:  (signature)  Name: <u>Louis Laubscher</u>  Title: <u>SVP Administration</u>	

<b>DIVISION OF STRATEGIC BUSINESS DEVELOPMENT</b>	<b>DIGITAL RISK, LLC</b>
By: _____ (signature)	By:  _____ (signature)
Name: <u>Michelle Dennard</u>	Name: <u>Edward A. Santos</u>
Title: <u>Division Director</u>	Title: <u>President</u>
<b>ENTERPRISE FLORIDA, INC., a Florida corporation</b>	
By: _____ (signature)	
Name: _____	
Title: _____	

**EXHIBIT A**  
**FORM OF WRITTEN DISBURSEMENT REQUEST**

To: DEO/DSBD  
Attention: Division Director  
400 South Monroe Street  
The Capitol, Suite 2001  
Tallahassee, Florida 32399

Ladies and Gentlemen:

We refer to (i) the Quick Action Closing Fund Agreement (the "Funding Agreement") (**Contract SB12-305**) dated as of \_\_\_\_\_, 20## between the Division of Strategic Business Development ("DSBD") and Digital Risk, LLC (the "Closing Fund Awardee") and (ii) the Escrow Agreement (the "Escrow Agreement") dated as of \_\_\_\_\_, 20## between DSBD, Closing Fund Awardee, and Enterprise Florida, Inc. (the "Escrow Agent"). Terms defined in the Funding Agreement and the Escrow Agreement shall have the same meanings when used herein.

We refer to Section 5.0(b) of the Funding Agreement and Section 5 of the Escrow Agreement and hereby request disbursement of the Award Funds:

(a) the amount of the requested disbursement is \$ \_\_\_\_\_ .00;

(b) the payment instructions for the requested disbursement are as follows:

[insert Closing Fund Awardee's banking details]

As a condition to the foregoing disbursement of Award Funds, the Closing Fund Awardee hereby represents, warrants and confirms to you that: **[check applicable box]**

☐ All of the conditions to funding set forth in Section 5.0(c) of the Award Agreement applicable to this disbursement of Award Funds have been met as of the date hereof, or

☐ Less than all of the conditions to funding set forth in Section 5 (c) of the Award Agreement have been met as of the date hereof, however, DSBD has approved disbursement of the amount set forth above based on the attached list, which identifies which of the disbursement conditions have not been fully met, and this certification that all other applicable disbursement conditions have been fully satisfied.

**Digital Risk, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT B

### DSBD ACKNOWLEDGMENT

To: Enterprise Florida, Inc.  
Attention: Director  
800 North Magnolia Avenue, Suite 1100  
Orlando, Florida 32803

Ladies and Gentlemen:

We refer to (i) the Quick Action Closing Fund Agreement (the "Funding Agreement") (SB12-305) dated as of \_\_\_\_\_, 20## by and between the Division of Strategic Business Development ("DSBD") and Digital Risk, LLC (the "Closing Fund Awardee"), and (ii) the Escrow Agreement (the "Escrow Agreement") dated as of \_\_\_\_\_, 20## by and among DSBD, Closing Fund Awardee, and Enterprise Florida, Inc. (the "Escrow Agent"). Terms defined in the Funding Agreement and the Escrow Agreement shall have the same meanings when used herein.

We refer to Section 5.0(c) of the Funding Agreement and Section 5 of the Escrow Agreement and hereby acknowledge that the Closing Fund Awardee has satisfied the conditions set forth in the Funding Agreement to receive a **XXXXXX DOLLAR (\$#,###,###)** disbursement from the Funds held by the Escrow Agent pursuant to the Escrow Agreement:

#### DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT C

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**ESCROW AGREEMENT**

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By and Between

**DIVISION OF STRATEGIC BUSINESS DEVELOPMENT (DSBD)**  
(RE: DSBD Contract SB12-305)

AND

**ENTERPRISE FLORIDA, INC. (EFI)**  
as Escrow Agent

AND

**DIGITAL RISK, LLC**  
as Closing Fund Awardee

**Dated as of:** July 5, 2012

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## ESCROW AGREEMENT

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Capitalized terms used herein without definition shall have the meanings set forth in the Funding Agreement (as hereinafter defined).

### WITNESSETH:

WHEREAS, the Florida Legislature established the Quick Action Closing Fund pursuant to Section 288.1088, Florida Statutes (the "Closing Fund"), to ensure that sufficient resources are available to allow the State to respond expeditiously to extraordinary economic opportunities and to compete effectively for high-value research and development and innovation business projects;

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WHEREAS, the Florida Legislature created Enterprise Florida pursuant to Section 288.901 *et. al.*, Florida Statutes, to serve as the principal economic development organization for the State and delegated to it the responsibility to provide leadership for business development in Florida by aggressively assisting in the creation of new businesses;

WHEREAS, the Funding Agreement sets forth certain conditions that the Closing Fund Awardee must meet before the payment of certain portions of the Award Funds;

WHEREAS, DSBD, on behalf of the Department of Economic Opportunity, recommended the approval of the project and the release of the funds pursuant to the legislative review requirements set forth in Section 216.177, Florida Statutes.

WHEREAS, DSBD received the Award Funds from the Legislature and has agreed to transfer the said Funds to Enterprise Florida, which shall be held by Enterprise Florida in escrow for the sole purpose of disbursing Funds to the Closing Fund Awardee in accordance with the Funding Agreement; and

NOW, THEREFORE, in consideration of the consummation of the transactions contemplated by the Funding Agreement and the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. Appointment of Escrow Agent DSBD and Closing Fund Awardee hereby appoint Enterprise Florida as the Escrow Agent under this Escrow Agreement. The Escrow Agent is hereby authorized to take any and all actions indicated in this Escrow Agreement to be taken by the Escrow Agent and all such further actions consistent herewith as it shall deem necessary or desirable to implement the provisions hereof. The Escrow Agent represents and warrants to DSBD and the Closing Fund Awardee that it has all legal power and authority to act in the manner contemplated by this Escrow Agreement. DSBD and the Closing Fund Awardee agree that the authorization and designation of the Escrow Agent under this Section 1 shall be irrevocable and shall be binding upon their successors and assigns.

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(b) petition (by means of an interpleaded action or any other appropriate method) any court of competent jurisdiction in Leon County, Florida, for instructions with respect to such dispute or uncertainty.

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Section 10. Liability of Escrow Agent.

(a) Escrow Agent shall have no liability or obligation with respect to the Award Funds, except for Escrow Agent's willful misconduct or gross negligence. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Award Funds in accordance with the terms of this Escrow Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Escrow Agreement. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Award Funds, this Escrow Agreement or the Funding Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability whatsoever in acting in accordance with the opinion or instruction of such counsel.

(b) The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Award Funds. If any portion of the Award Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree, which it is advised by legal counsel selected by it, is binding upon it, without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

Section 11 Miscellaneous.

11.1 Expenses. All costs and expenses incurred in connection with this Escrow Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

11.2 Dispute Resolution. Any controversy or claim arising out of or relating to this Escrow Agreement, or any alleged breach hereof, shall be resolved in accordance with Florida Law.

11.3 Notice. All notices and other communications hereunder shall be in writing and shall be deemed to have been validly served, given or delivered five (5) days after deposit in the United States mails, by certified mail with return receipt requested and postage prepaid, when delivered personally, one (1) day after delivery to any overnight courier, or when transmitted by facsimile transmission facilities, and addressed to the party to be notified as follows:

If to DSBD to:

DEO/DSBD  
400 South Monroe Street  
The Capitol, Suite 2001  
Tallahassee, Florida 32399-0001  
Attn: Karl Blischke  
Fax: (850) 487-3014

If to Closing Fund Awardee, to:

Digital Risk, LLC  
2301 Maitland Center Parkway  
Building 200, Suite 460  
Maitland, FL 32751  
Attn: Mark G. Hinshaw  
Fax:

If to Escrow Agent, to:

Enterprise Florida, Inc.  
800 North Magnolia Avenue, Suite 1100  
Orlando, Florida 32803  
Attn: Louis Laubscher  
Fax: (407) 316-4599

11.4 Amendment or Waiver. This Escrow Agreement may be changed, waived, discharged or terminated only by a writing signed by each of DSBD, Closing Fund Awardee, and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

11.5. Severability. To the extent any provision of this Escrow Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Escrow Agreement.

11.6. Governing Law. This Escrow Agreement shall be construed and interpreted in accordance with the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof.

11.7. Entire Agreement: Assignment. This Escrow Agreement (a) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties or any of them, with respect to the subject matter hereof; (b) is not intended to confer upon any other person any rights or remedies hereunder; and (c) shall not be assigned by operation of law or otherwise except in accordance with its terms.

11.8. Binding Effect. All of the terms of this Escrow Agreement, as amended from time to time, shall be binding upon, inure to the benefit of, and be enforceable by the respective heirs, successors and assigns of DSB, Closing Fund Awardee, and Escrow Agent.

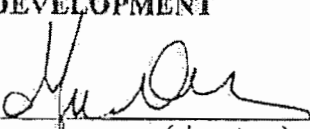
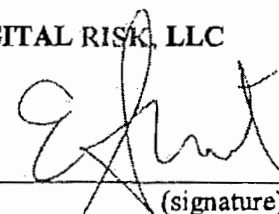
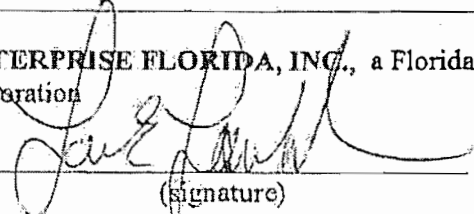
11.9. Execution in Counterparts. This Escrow Agreement and any Joint Written Direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

11.10. Descriptive Headings. The headings contained in this Escrow Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Escrow Agreement.

11.11. Person and Gender. The masculine gender shall include the feminine and neuter genders, the singular shall include the plural.

11.12. Construction. This Escrow Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Escrow Agreement to be drafted.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day first above written.

<b>DIVISION OF STRATEGIC BUSINESS DEVELOPMENT</b> By:  (signature)  Name: <u>Michelle Dennard</u>  Title: <u>Division Director</u>	<b>DIGITAL RISK, LLC</b> By:  (signature)  Name: <u>Edward A. Santos</u>  Title: <u>President</u>
<b>ENTERPRISE FLORIDA, INC., a Florida corporation</b> By:  (signature)  Name: <u>Louis Laubscher</u>  Title: <u>SVP Administration</u>	






**Interoffice Memorandum**

November 8, 2012

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

FROM: Eric Ushkowitz, Economic Development Administrator  
Office of Economic, Trade & Tourism Development 

SUBJECT: **November 27, 2012 – Consent Agenda Item**  
Approval of Grant Agreement for FY 2013 between Orange County, Florida and the National Center for Simulation.

Funding in the amount of \$35,000 was provided in the FY 2012-13 adopted budget for the National Center for Simulation. In order to expedite the disbursement of funds, it is required that the Board of County Commissioners approve and execute the grant agreement.

This agreement has been reviewed by the Orange County Attorney's Office.

**ACTION REQUESTED:** Approval of Orange County, Florida and National Center for Simulation FY 2013 Grant Agreement and authorization to disburse \$35,000 as provided in the FY 2012-13 adopted budget.

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**ORANGE COUNTY, FLORIDA  
AND  
NATIONAL CENTER FOR SIMULATION**

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**FY 2013 GRANT AGREEMENT**

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THIS AGREEMENT, is made and entered into this \_\_\_\_ day of November 2012, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and the Training and Simulation Technology Consortium, Inc., a Florida non-profit corporation whose FEI/EIN Number is 59-3239132, doing business as the National Center For Simulation, hereinafter referred to as "NCS."

**WITNESSETH:**

WHEREAS, NCS is not for profit trade association comprised of governmental, academic and industry members which promotes modeling and simulation technology expansion, supports education and workforce development and provides business development support to its members; and

WHEREAS, NCS has applied to the County for a donation of funds for the operations of such NCS programs; and

WHEREAS, the County has determined that such programs serve a public interest and support the development of the modeling, simulation and training sector of the Central Florida economy through education, training, and promotion and to that end, the County has appropriated funds to be donated to the NCS for such purposes; and

WHEREAS, the County desires to enter into an agreement with the NCS whereby the NCS will receive and disburse said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the NCS has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County Payment.** The County has appropriated for the period commencing October 1, 2012 and ending September 30, 2013, the total sum of Thirty Five Thousand Dollars and No/100 (\$35,000.00) to be administered and disbursed by the NCS solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30,

2013 for the designated purpose set forth in Exhibit "A", shall be returned to the County. The County's contributions of \$35,000.00 to NCS shall be made in one (1) installment upon execution of this Agreement and the County's receipt of an original invoice from the NCS. By March 31, 2013, the NCS will provide the Orange County Economic Development Administrator with a written status report describing the use of the County contribution under this Agreement. Additional status reports and other information related to the County's contribution will be provided by the NCS as may be requested by the County.

## **Section 2. NCS's Obligation.**

**2.1 Representation of NCS.** The NCS represents that it will use its best efforts to develop and promote small businesses in Central Florida, which should include partnering with Orange County Economic Development and Business Development Offices. NCS shall expend funds paid hereunder solely for the purposes set forth in Exhibit "A."

**2.2 No Lobbying.** NCS shall not expend any funds paid under this Agreement for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, NCS agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

**2.3 NCS as Independent Contractor.** The parties expressly acknowledge that the NCS is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

**2.4 Unlawful Discrimination.** The NCS, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

**2.5 Accounting.** The NCS will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles.

**2.6 Non-Profit Status.** The NCS agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the NCS should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

**2.7 Right to Inspect and Audit Accounts.** During the term of this Agreement, the NCS, with respect to the receipt and expenditure of funds provided under this

TS Agreement, shall permit County staff and the Orange County Comptroller and her staff to inspect and audit the NCS's books and accounts at any time during normal working hours, provided that reasonable notice is given to the NCS prior to any such inspection. Any costs incurred by NCS ~~X~~ as a result of a County audit shall be the sole responsibility of and shall be borne by the NCS. In addition, should the NCS provide any or all of the County's funds to sub-recipients, then, and in that event, the NCS shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

**2.8 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, the NCS shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

**2.9 Assignment.** The NCS may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

**2.10 Indemnification.** The NCS agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with the performance by NCS under this Agreement.

**Section 3. Term and Termination.** The term of this Agreement shall begin on October 1, 2012 and shall continue until September 30, 2013. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served. In the event of such termination NCS shall remit to the County any unspent funds paid hereunder.

**Section 4. Miscellaneous.**

**4.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**4.3 No Third Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

**4.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

**4.5 Severability.** It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

**4.6 Notice.** Whenever notice or communication shall or may be given to either party, such notice shall be in writing and shall be delivered or sent to:

COUNTY: Orange County  
Office of Economic, Trade & Tourism Development  
ATTN: Eric Ushkowitz, Economic Development Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802  
Phone: (407) 836-7370  
Fax: (407) 836-7399

NCS: NATIONAL CENTER FOR SIMULATION  
ATTN: Lieutenant General Thomas L. Baptiste, USAF (Ret)  
National Center for Simulation  
3039 Technology Parkway, Suite 213  
Orlando, FL 32826  
Phone: (407) 384-6111  
FAX: (407) 384-0043

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1/2

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

**ORANGE COUNTY, FLORIDA**

**By: Board of County Commissioners**

By: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

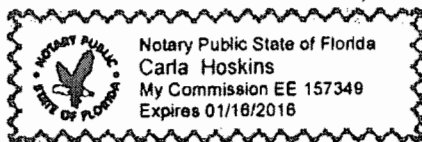
Date: \_\_\_\_\_

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk  
Clerk/Deputy Clerk of the Board

Date: \_\_\_\_\_

*Carla Hoskins*  
11/7/2012



TRAINING & SIMULATION TECHNOLOGY  
CONSORTIUM, INC.

d/b/a

NATIONAL CENTER FOR SIMULATION

By: *Thomas J. Smith*  
Title: *President / Executive Director*

Date: *7 Nov 12*

## EXHIBIT A

### NATIONAL CENTER FOR SIMULATION

#### ACTIVITY FOR WHICH ORANGE COUNTY FUNDING IS PERMITTED


County funds will be used to address the possibility of cutbacks and closures of military installations; to support the development of the modeling, simulation, and training sector; and to support the design and implementation of local economic diversification strategies. The County's contribution will be used solely to fund general operating expenses of NCS and support the following types of activities: 1) using the County contribution as part of a local match for Enterprise Florida Community Defense Alliance grants; 2) building a critical mass in medical and healthcare simulation to support the UCF Medical School and other medical city activities; 3) collaborating with UCF, the Florida High Tech Corridor Council, and the Metro Orlando Economic Development Commission on a booth at the Interservice/Industry Training Simulation and Education Conference (I/ITSEC) at the Orange County Convention Center; 4) working to secure additional research and development projects and grants for Central Florida, 5) supporting the convergence of digital media technology with the modeling, simulation, and training industry; 6) supporting middle and high school programs in technology; and 7) membership development and community outreach.



**Interoffice Memorandum**

November 9, 2012

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

FROM: Eric Ushkowitz, Economic Development Administrator  
Office of Economic, Trade & Tourism Development 

SUBJECT: **November 27, 2012 – Consent Agenda Item**  
Approval of Grant Agreement for FY 2013 between Orange County, Florida and the Hispanic Business Initiative Fund of Florida, Inc.

Funding in the amount of \$123,472 was provided in the FY 2012-13 adopted budget for the Hispanic Business Initiative Fund of Florida, Inc. In order to expedite the disbursement of funds, it is required that the Board of County Commissioners approve and execute the grant agreement.

This agreement has been reviewed by the Orange County Attorney's Office.

**ACTION REQUESTED:** Approval of Orange County, Florida and Hispanic Business Initiative Fund of Florida, Inc. FY 2013 Grant Agreement and authorization to disburse \$123,472 as provided in the FY 2012-13 adopted budget.



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**ORANGE COUNTY, FLORIDA  
AND  
HISPANIC BUSINESS INITIATIVE FUND OF FLORIDA, INC.**

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**FY 2013 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of November 2012, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and HISPANIC BUSINESS INITIATIVE FUND OF FLORIDA, INC., hereinafter referred to as the "HBIF".

**WITNESSETH:**

WHEREAS, the HBIF has applied to the County for a donation of funds for the activities/programs/services sponsored by the HBIF; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to promote economic development in Central Florida and, to that end, the County has appropriated funds to be donated to the HBIF for such purposes; and

WHEREAS, the County desires to enter into an agreement with the HBIF whereby the HBIF will receive and disburse said funds of the County for the purpose of providing activities/programs/services in accordance with the terms and conditions herein set forth; and

WHEREAS, the HBIF has available the necessary qualified and trained personnel, facilities, materials and supplies to perform such services and/or carry out such programs as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree as follows:

**Section 1. County's Obligation.**

1.1 The County has appropriated for the period commencing October 1, 2012 and ending September 30, 2013, the total sum of One Hundred Twenty-Three Thousand Four Hundred Seventy-Two Dollars and No/100 (\$123,472.00) to be administered and disbursed by the HBIF solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2013 for the designated purpose set forth in Exhibit "A", shall be returned to the County. The County's contributions of \$123,472.00 to HBIF shall be made in four (4) installments of \$30,868.00 based on the following dates and contingent upon the satisfactory receipt of four (4) quarterly performance and financial reports of the agency's

activities/programs/services as described in Exhibit "A." Each quarterly report is due to Orange County Office of Economic, Trade & Tourism Development within 45 days after the end of each quarter ending December 31; March 31; June 30; and, September 30 as described in Exhibit "B." The first quarter's installment payment will be paid by the end of October or within 30 days after the execution date of this Agreement and receipt of fourth quarter report. The second, third, and fourth quarter's installment payments shall be paid within 30 days of receipt of each prior quarter report. The first quarterly report is due by no later than February 15; the second quarterly report is due by no later than May 15; the third quarterly report is due by no later than August 15; and, the fourth quarterly report is due by no later than November 15. The fourth quarter's report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the HBIF to receive future contributions from the County.

**1.2** No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, HBIF agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

## **Section 2. HBIF's Obligation.**

**2.1 Representation of HBIF.** The HBIF represents that it will use its best efforts to provide business technical assistance to Hispanic owned and operated businesses in Orange County.

**2.2 HBIF as Independent Contractor.** The parties expressly acknowledge that the HBIF is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

**2.3 Unlawful Discrimination.** The HBIF, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

**2.4 Accounting.** The HBIF will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The HBIF agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the HBIF to receive future contributions from the County.

**2.5 Non-Profit Status.** The HBIF agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the HBIF should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing and the County reserves the right to terminate this Agreement immediately and discontinue payments to the HBIF.

**2.6 Right to Inspect and Audit Accounts.** During the term of this Agreement, the HBIF, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and her staff to inspect and audit the HBIF's books and accounts at any time during normal working hours, provided that reasonable notice is given to the HBIF prior to any such inspection. Any costs incurred by the HBIF as a result of a County audit shall be the sole responsibility of and shall be borne by the HBIF. In addition, should the HBIF provide any or all of the County's funds to sub-recipients, then, and in that event, the HBIF shall include in written agreements with such sub-recipients a requirement that records the sub-recipient be open to inspection and audit by the County or the County's designee.

**2.7 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, the HBIF shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

**2.8 Assignment.** The HBIF may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

**2.9 Indemnification.** The HBIF agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with the performance of this Agreement itself.

### **Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2012 and shall continue until September 30, 2013. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

### **Section 4. Miscellaneous.**

**4.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**4.3 No Third Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

**4.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

**4.5 Severability.** It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

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

**ORANGE COUNTY, FLORIDA**

**By: Board of County Commissioners**

By: \_\_\_\_\_  
Teresa Jacobs, Orange County Mayor

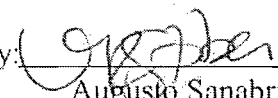
Date: \_\_\_\_\_

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk  
Clerk/Deputy Clerk of the Board

\* \* \* \* \*

HISPANIC BUSINESS INITIATIVE FUND OF  
FLORIDA, INC.

By:   
Augusto Sanabria, President/CEO

(By Rosalina Stuber for Augusto Sanabria)

Date: 11/9/12

## **EXHIBIT A**

### **PROGRAM (S) FOR WHICH FUNDING IS REQUESTED**

The HBIF will utilize the contribution from the County to provide business technical assistance to Hispanic owned and operated businesses in Orange County in both Spanish and English. The services to be provided shall include:

1. Contracting qualified professional services to assist Hispanic owned businesses.
2. Marketing loan requests to the financial community in Orange County.
3. Providing networking opportunities for Hispanic businesses by offering seminars and workshops.
4. Holding bi-lingual certification assistance workshops at least twice a year.

## EXHIBIT B

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

1) Within 45 days of the end of the quarter, HBIF shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on December 31, March 31, June 30 and September 30.

Quarter	Reports Due (no later than)	Payment Due to HBIF
First (1 <sup>st</sup> )	February 15	End of October or within 30 days after the execution of Agreement and receipt of fourth quarter report
Second (2 <sup>nd</sup> )	May 15	Within 30 days of receipt of first quarter report or by March 15
Third (3 <sup>rd</sup> )	August 15	Within 30 days of receipt of second quarter report or by June 15
Fourth (4 <sup>th</sup> )	November 15	Within 30 days of receipt of third quarter report or by September 15

Within each quarterly report, the following information needs to be included as it pertains to the agency's activities/programs/services offered to companies located within unincorporated Orange County:

- List of titles and amount paid to each individual by title during the quarter including board officers/directors/members, principles, and employees, including full and part-time staff.
- Listing of outside/contracted firms and the amount paid to each during the respective quarter.
- Clients Served:
  - Total number and percentage of clients served
  - Number and percentage of new clients served
  - Number and percentage of clients served from other counties
- Education Programs:
  - Number of orientation sessions
  - Number of business seminars
  - Number of businesses provided specialized training and type of training provided
  - Number of one – on – one business consulting sessions
- Technical Assistance Provided:
  - Number and names of firms provided with legal assistance
  - Number and names of firms provided with accounting assistance
  - Number and names of firms provided with assistance with business and marketing plans

- Number and names of firms provided with website development assistance
- Number and names of firms provided certification assistance
- Total number of hours in which technical assistance was provided
- Access to Capital:
  - Total amount of loans/grants approved
  - Number of loan/grants applications processed
  - Number of loans/grants approved
  - Type of loans approved: direct loans, guaranteed loans, facilitated loans or soft equity loans. Specify how many of each.
  - List of loans approved, with amount and names of firms receiving each loan
  - Number of approved loans in each of the following business categories: construction, commodities, architectural/engineering, and other services
- Financials:
  - Salaries amount and overall percentage of total expenditures
  - Technical services amount and overall percentage of total expenditures
  - Loan amount and overall percentage of total expenditures
  - Special event amount and overall percentage of total expenditures
  - General and overhead percentage (including bad debt expense, rental of building and equipment, supplies, contracted services, utilities, etc.) of total expenditures
  - Source of revenues by percentage in the following categories: government, corporate partners, earned
- Job Creation:
  - Number of jobs created in Orange County
  - Number of jobs saved/retained in Orange County
  - Average salaries for the above

2) Within 30 days of its release, HBIF shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

Reports and Communications to the COUNTY:

Orange County  
 Office of Economic, Trade & Tourism Development  
 ATTN: Eric Ushkowitz, Economic Development Administrator  
 201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
 Orlando, Florida 32802

Phone: (407) 836-7370  
 Fax: (407) 836-7399

Reports and Communications to the HBIF:

Hispanic Business Initiative Fund of Florida, Inc.



ATTN: Augusto Sanabria, President & CEO  
3201 E. Colonial Drive  
Suite 820  
Orlando, Florida 32803

Phone: (407) 428-5872  
Fax: (407) 428-5873



Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
8

AGENDA ITEM

November 9, 2012

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

FROM: Eric Ushkowitz, Economic Development Administrator  
Office of Economic, Trade and Tourism Development 

SUBJECT: **November 27, 2012 – Consent Agenda Item**  
Approval of Grant Agreement for FY 2013 and  
Microloan Grant Agreement between Orange County, Florida  
and the Black Business Investment Fund of Central Florida, Inc.

Funding in the amount of \$135,724 was provided in the FY 2012-13 adopted budget for the Black Business Investment Fund of Central Florida, Inc. (BBIF). Additionally, funding in the amount of \$75,000 was provided in the FY 2012-13 adopted budget for the BBIF in regards to their microloan program. In order to expedite the disbursement of funds, it is required that the Board of County Commissioners approve and execute the grant agreement and microloan grant agreement.

Both agreements have been reviewed by the Orange County Attorney's Office.

**ACTIONS REQUESTED:** Approval of a) Orange County, Florida and Black Business Investment Fund of Central Florida, Inc. FY 2013 Grant Agreement and authorization to disburse \$135,724 as provided in the FY 2012-13 adopted budget; and b) Orange County, Florida and Black Business Investment Fund of Central Florida, Inc. FY 2013 Microloan Grant Agreement for Fiscal Year 2013 and authorization to disburse \$75,000 as provided in FY 2012-13 adopted budget.

EU/lis

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**ORANGE COUNTY, FLORIDA  
AND  
BLACK BUSINESS INVESTMENT FUND OF CENTRAL FLORIDA, INC.**

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**FY 2013 GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of November 2012, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and BLACK BUSINESS INVESTMENT FUND OF CENTRAL FLORIDA, INC., hereinafter referred to as the "BBIF".

**WITNESSETH:**

WHEREAS, the BBIF has applied to the County for a donation of funds for the operations of the BBIF; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to promote black businesses in Central Florida through education, training, loans, investments and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to the BBIF for such purposes; and

WHEREAS, the County desires to enter into an agreement with the BBIF whereby the BBIF will receive and disburse said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the BBIF has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County's Obligation.**

**1.1** The County has appropriated for the period commencing October 1, 2012 and ending September 30, 2013, the total sum of One Hundred Thirty Five Thousand Seven Hundred Twenty-Four Dollars and No/100 (\$135,724.00) to be administered and disbursed by the BBIF solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2013 for the designated purpose set forth in Exhibit "A", shall be returned to the County. The County's contributions of \$135,724.00 to BBIF shall be made in four (4) installments of \$33,931.00 based on the following dates and contingent upon the satisfactory receipt of four (4) quarterly performance and financial reports of the agency's

activities/programs/services as described in Exhibit "A." Each quarterly report is due to Orange County Office of Economic, Trade & Tourism Development within 45 days after the end of each quarter ending December 31; March 31; June 30; and, September 30 as described in Exhibit "B." The first quarter's installment payment will be paid by the end of October or within 30 days after the execution date of this Agreement and receipt of fourth quarter report. The second, third, and fourth quarter's installment payments shall be paid within 30 days of receipt of each prior quarter report. The first quarterly report is due by no later than February 15; the second quarterly report is due by no later than May 15; the third quarterly report is due by no later than August 15; and, the fourth quarterly report is due by no later than November 15. The fourth quarter's report will determine compliance for future funding. Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the BBIF to receive future contributions from the County

**1.2** No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, BBIF agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

## **Section 2. BBIF's Obligation.**

**2.1 Representation of BBIF.** The BBIF represents that it will use its best efforts to develop and promote black businesses in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

**2.2 BBIF as Independent Contractor.** The parties expressly acknowledge that the BBIF is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

**2.3 Unlawful Discrimination.** The BBIF, in performing its obligations under this Agreement shall not unlawfully discriminate against any worker, employee, applicant or member of the public because of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin.

**2.4 Accounting.** The BBIF will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The BBIF agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "B". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the BBIF to receive future contributions from the County.

**2.5 Non-Profit Status.** The BBIF agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the BBIF should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

**2.6 Right to Inspect and Audit Accounts.** During the term of this Agreement, the BBIF, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and her staff to inspect and audit the BBIF's books and accounts at any time during normal working hours, provided that reasonable notice is given to the BBIF prior to any such inspection. Any costs incurred by the BBIF as a result of a County audit shall be the sole responsibility of and shall be borne by the BBIF. In addition, should the BBIF provide any or all of the County's funds to sub-recipients, then, and in that event, the BBIF shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

**2.7 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, the BBIF shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

**2.8 Assignment.** The BBIF may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

**2.9 Indemnification.** The BBIF agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, attorneys on appeal of any kind and nature arising or growing out or in any way connected with the performance of this Agreement itself.

### **Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2012 and shall continue until September 30, 2013. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

### **Section 4. Miscellaneous.**

**4.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof, shall be deemed to exist.

**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**4.3 No Third Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

**4.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

**4.5 Severability.** It is agreed by and between the parties that if any covenant, condition or provision contained in this agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

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

**ORANGE COUNTY, FLORIDA**

**By: Board of County Commissioners**

By: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk  
Clerk/Deputy Clerk of the Board

Date: \_\_\_\_\_

\* \* \* \* \*

BLACK BUSINESS INVESTMENT FUND, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
President

Date: 11/9/2012

## **EXHIBIT A**

### **BLACK BUSINESS INVESTMENT FUND**

#### ACTIVITY FOR WHICH FUNDING IS REQUESTED

Funding in the amount of \$135,724 for FY 2012-13 will be used to support BBIF's operations, which consist of highly skilled lending staff necessary for loan and credit evaluation analysis, loan preparation and documentation, monitoring and collection processes, and technical assistance.



## EXHIBIT B

The following reports are to be submitted to the Office Economic, Trade & Tourism Development as indicated:

1) Within 45 days of the end of the quarter, BBIF shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on December 31, March 31, June 30 and September 30.

Quarter	Reports Due (no later than)	Payment Due to BBIF
First (1 <sup>st</sup> )	February 15	End of October or within 30 days after the execution of Agreement and receipt of fourth quarter report
Second (2 <sup>nd</sup> )	May 15	Within 30 days of receipt of first quarter report or by March 15
Third (3 <sup>rd</sup> )	August 15	Within 30 days of receipt of second quarter report or by June 15
Fourth (4 <sup>th</sup> )	November 15	Within 30 days of receipt of third quarter report or by September 15

Within each quarterly report, the following information needs to be included as it pertains to the agency's activities/programs/services offered to companies located within unincorporated Orange County:

- List of titles and amount paid to each individual by title during the quarter including board officers/directors/members, principles, and employees, including full and part-time staff.
- Listing of outside/contracted firms and the amount paid to each during the respective quarter.
- Clients Served:
  - Total number and percentage of clients served
  - Number and percentage of new clients served
  - Number and percentage of clients served from other counties
- Education Programs:
  - Number of orientation sessions
  - Number of business seminars
  - Number of businesses provided specialized training and type of training provided
  - Number of one – on – one business consulting sessions
- Technical Assistance Provided:
  - Number and names of firms provided with legal assistance
  - Number and names of firms provided with accounting assistance
  - Number and names of firms provided with assistance with business and marketing plans

- Number and names of firms provided with website development assistance
- Number and names of firms provided certification assistance
- Total number of hours in which technical assistance was provided
- Access to Capital:
  - Total amount of loans/grants approved
  - Number of loan/grants applications processed
  - Number of loans/grants approved
  - Type of loans approved: direct loans, guaranteed loans, facilitated loans or soft equity loans. Specify how many of each.
  - List of loans approved, with amount and names of firms receiving each loan
  - Number of approved loans in each of the following business categories: construction, commodities, architectural/engineering, and other services
- Financials:
  - Salaries amount and overall percentage of total expenditures
  - Technical services amount and overall percentage of total expenditures
  - Loan amount and overall percentage of total expenditures
  - Special event amount and overall percentage of total expenditures
  - General and overhead percentage (including bad debt expense, rental of building and equipment, supplies, contracted services, utilities, etc.) of total expenditures
  - Source of revenues by percentage in the following categories: government, corporate partners, earned
- Job Creation:
  - Number of jobs created in Orange County
  - Number of jobs saved/retained in Orange County
  - Average salaries for the above

2) Within 30 days of its release, BBIF shall provide the County with a copy of its annual financial report, external audit reports, and any performance or statistical data requested by Orange County.

#### Reports and Communications to the COUNTY:

Orange County  
 Office of Economic, Trade & Tourism Development  
 ATTN: Eric Ushkowitz, Economic Development Administrator  
 201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
 Orlando, Florida 32802

Phone: (407) 836-7370  
 Fax: (407) 836-7399

#### Reports and Communications to the BBIF:

Black Business Investment Fund

ATTN: Inez Long, President  
301 E. Pine Street, Suite 175  
Orlando, Florida 32801

Phone: (407) 649-4780  
FAX: (407) 649-8688

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**ORANGE COUNTY, FLORIDA  
AND  
BLACK BUSINESS INVESTMENT FUND OF CENTRAL FLORIDA, INC.**

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**FY 2013 MICROLOAN GRANT AGREEMENT**

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of November 2012, by and between ORANGE COUNTY, a charter county and political subdivision of the State of Florida, hereinafter referred to as the "County" and BLACK BUSINESS INVESTMENT FUND OF CENTRAL FLORIDA, INC., hereinafter referred to as the "BBIF".

**WITNESSETH:**

WHEREAS, the BBIF has applied to the County for additional funding for the operations of the BBIF; and

WHEREAS, the County has determined that there is a public interest for such activities/programs in order to promote black businesses in Central Florida through education, training, loans, investments and other activities conducive to Orange County's economy and, to that end, the County has appropriated funds to be donated to the BBIF for such purposes; and

WHEREAS, the County desires to enter into a one year agreement with the BBIF whereby the BBIF will receive and disburse said funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, the BBIF has available the necessary qualified and trained personnel, facilities, materials and supplies to perform its obligations as set forth in this Agreement;

THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree as follows:

**Section 1. County's Obligation.**

**1.1** The County has appropriated for the period commencing October 1, 2012 and ending September 30, 2013, the total sum of Seventy-Five Thousand Dollars and No/100 (\$75,000.00) to be administered and disbursed by the BBIF solely for the purposes of providing loans to stage 0 to 1 businesses (small businesses, start-ups, and newly formed businesses) with loan amounts of \$5,000 - \$35,000. Any funds not spent or encumbered by September 30, 2011 for the designated purpose set forth in Exhibit "A", shall be returned to the County. The County's contributions of \$75,000.00 shall be made in one (1) installment to the BBIF by the 31<sup>st</sup> of December 2012. A quarterly report is due to Orange County Office of Economic, Trade &

Tourism Development within 45 days after the end of each quarter ending December 31; March 31; June 30; and, September 30 as described in Exhibit "A."

**1.2** No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, BBIF agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

## **Section 2. BBIF's Obligation.**

**2.1 Representation of BBIF.** The BBIF represents that it will use its best efforts to develop and promote black businesses in Central Florida, which should include partnering with Orange County Economic Development and Business Development.

**2.2 BBIF as Independent Contractor.** The parties expressly acknowledge that the BBIF is acting as an Independent Contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties.

**2.3 Nondiscrimination.** The BBIF, in performing under this Agreement shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice on such basis.

**2.4 Accounting.** The BBIF will utilize such accounting procedures and practices in maintenance of the records of receipts and disbursements of the funds contributed by the County as will be in accordance with generally accepted accounting principles. The BBIF agrees to submit reports to the County's Office of Management and Budget according to the terms described in Exhibit "A". Failure to comply with the County's request for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of the BBIF to receive future contributions from the County.

**2.5 Non-Profit Status.** The BBIF agrees to maintain its corporate, non-profit status in the State of Florida throughout the term of this Agreement. If the BBIF should, during the term of this Agreement, lose its corporate status, it shall immediately notify the County in writing, and the County reserves the right to terminate this Agreement immediately.

**2.6 Right to Inspect and Audit Accounts.** During the term of this Agreement, the BBIF, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and her staff to inspect and audit the BBIF's books and accounts at any time during normal working hours, provided that reasonable notice is given to the BBIF prior to any such inspection. Any costs incurred by the

BBIF as a result of a County audit shall be the sole responsibility of and shall be borne by the BBIF. In addition, should the BBIF provide any or all of the County's funds to sub-recipients, then, and in that event, the BBIF shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

**2.7 Maintenance of Records; Audit.** For a period ending five (5) years after the expiration or termination of this Agreement, the BBIF shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

**2.8 Assignment.** The BBIF may not assign its rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

**2.9 Indemnification.** The BBIF agrees to indemnify and save harmless the County from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement.

### **Section 3. Term and Termination.**

**3.1 Term and Termination.** The term of this Agreement shall begin on October 1, 2012 and shall continue until September 30, 2013. However, this Agreement can be terminated by either party at any time, with or without cause, upon no less than fifteen (15) days notice in writing to the other party. Said notice shall be delivered by certified mail or in person to the business address of the party upon whom such notice is served.

### **Section 4. Miscellaneous.**

**4.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

**4.2 Waivers.** Performance of this Agreement by either party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

**4.3 No Third Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties to the Agreement.

**4.4 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any litigation occurring as a result of

this Agreement shall be held in the Ninth Circuit Courts in and for Orange County, Florida, and shall be governed by the laws of the State of Florida.

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

**ORANGE COUNTY, FLORIDA**

**By: Board of County Commissioners**

By: \_\_\_\_\_  
Teresa Jacobs  
Orange County Mayor

Date: \_\_\_\_\_

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk  
Clerk/Deputy Clerk of the Board

Date: \_\_\_\_\_

\* \* \* \* \*

BLACK BUSINESS INVESTMENT FUND, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: 11/9/2012



## EXHIBIT A

The following reports are to be submitted to the Office of Economic, Trade & Tourism Development as indicated:

Within 45 days of the end of the quarter, BBIF shall provide the County with a copy of its quarterly performance and financial reports of the agency's activities/programs/services. Quarterly reporting periods shall end on December 31, March 31, June 30 and September 30.

<b>Quarter</b>	<b>Reports Due (no later than)</b>	<b>Payment Due to BBIF</b>
First (1 <sup>st</sup> )	February 15	End of October or within 30 days after the execution of Agreement
Second (2 <sup>nd</sup> )	May 15	Within 30 days of receipt of first quarter report or by March 15
Third (3 <sup>rd</sup> )	August 15	Within 30 days of receipt of second quarter report or by June 15
Fourth (4 <sup>th</sup> )	November 15	Within 30 days of receipt of third quarter report or by September 15

Within each quarterly report the following information needs to be included as it pertains to the agency's activities/programs/services:

- Small/Start-Ups/Newly Formed Businesses Served:
  - Total number and percentage of Orange County small/start-ups/newly formed businesses served
  - Number and percentage of small/start-ups/newly formed businesses served from other counties
  - Number and percentage of new small/start-ups/newly formed businesses served
- Education Programs:
  - Number of orientation sessions
  - Number of business seminars
  - Number of businesses provided specialized training and type of training provided
  - Number of one – on – one business consulting sessions
- Technical Assistance Provided:
  - Number and names of firms provided with legal assistance
  - Number and names of firms provided with accounting assistance
  - Number and names of firms provided with assistance with business and marketing plans
  - Number and names of firms provided with website development assistance
  - Number and names of firms provided certification assistance
  - Total number of hours in which technical assistance was provided
- Access to Capital:
  - Total amount of loans approved

- Number of loan applications processed
- Number of loans approved
- Type of loans approved: direct loans, guaranteed loans, facilitated loans or soft equity loans
- List of loans approved, with amount and names of firms receiving each loan
- Number of approved loans in each of the following business categories: construction, commodities, architectural/engineering, and other services

Reports and Communications to the COUNTY:

Orange County  
Office of Economic, Trade & Tourism Development  
ATTN.: Eric Ushkowitz, Administrator  
201 S. Rosalind Avenue, 5<sup>th</sup> Floor  
Orlando, Florida 32802

Phone: (407) 836-7390  
FAX: (407) 836-2880

Reports and Communications to the BBIF:

Black Business Investment Fund  
ATTN: Inez Long, President  
301 E. Pine Street, Suite 175  
Orlando, Florida 32801

Phone: (407) 649-4780  
FAX: (407) 649-8688



Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
9

**NDA ITEM**

November 8, 2012

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

FROM: Randy Singh, Manager, Office of Management & Budget *RS*

SUBJECT: Consent Agenda Items for November 27, 2012  
Budget Amendments #13-05, #13-06, #13-07, and #13-08

Provided for Board approval are copies of the budget amendments processed by the Office of Management and Budget.

**ACTION REQUESTED: Approval of budget amendments #13-05, #13-06, #13-07, and #13-08.**

RS/tp

Attachments



# Interoffice Memorandum

## AGENDA ITEM

November 7, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *RS*

SUBJECT: Consent Agenda Item for November 27, 2012  
Budget Amendment #13-05  
Low Income Home Energy Assistance Program (LIHEAP)  
Fund 7022, Modification #1, Contract # 12EA-OF-12-00-01-022  
Youth & Family Services Division/Family Services Department

On March 6, 2012, the Board of County Commissioners approved an award for the Low Income Home Energy Assistance Program (LIHEAP) in the amount of \$3,813,919. The U.S. Department of Health & Human Services through the Florida Department of Economic Opportunity awarded a modification to the grant by increasing the amount by \$33,464 for a total grant budget of \$3,847,383. LIHEAP is a federally-funded program designed to provide utility payment assistance to low-income families. Financial assistance is provided to income-eligible households through payments directly to home energy suppliers.

In accordance with Section 129.06(2)(d), Florida Statutes, the FY 2012-13 budget requires an amendment to recognize the receipt of bond proceeds and their intended use according to bond covenants.

### Revenues:

Account Number	Classification	Amount
7022-062-7481-3140	Health & Human Services	\$ 33,464
	TOTAL REVENUES	<u>\$ 33,464</u>

### Expenditures:

Account Number	Classification	Amount
3QV-7022-062-7483-3192	Software Licensing/Support/ Training Fee	\$ 110
3QV-7022-062-7483-4030	Training Costs	1,500
3QV-7022-062-7483-4110	Office Supplies	3,057
3QS-7022-062-7483-6438	Computer Equipment >\$500	3,197
3QW-7022-062-7484-3215	Welfare Payments	8,346
3QX-7022-062-7486-3215	Welfare Payments	16,585
3QY-7022-062-7487-3215	Welfare Payments	669
	TOTAL EXPENDITURES	<u>\$ 33,464</u>

RS/tp

c: County Administrator  
Clerk of the Board of County Commissioners  
Finance  
File



Interoffice Memorandum

November 8, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget (OMB) *R.S.*

SUBJECT: Consent Agenda Item for November 27, 2012  
Budget Amendment #13-06, Fund #7031  
Weatherization Assistance Program/Low Income Home Energy Assistance  
Program (WAP/LIHEAP)  
Agreement #12LH-9Z-06-58-08-025  
Housing and Community Development Division/Community, Environmental,  
& Development Services Department

On June 19, 2012, the Board of County Commissioners approved the awarded budget for the Weatherization Assistance Program/Low Income Home Energy Assistance Program in the amount of \$860,146. The U.S. Department of Health & Human Services through the Florida Department of Economic Opportunity awarded modification no. 3 by increasing the amount by \$224,784, for a total grant award of \$1,084,930. Funding will be utilized to assist low-income persons to make emergency repairs to their housing units that will preserve and protect the health and safety of their living environment. The program also provides energy assistance to low-income clients.

Therefore, in accordance with Section 129.06(2)(d), Florida Statutes, it is recommended that the following accounts be adjusted by the amounts shown.

**Revenues:**

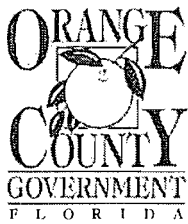
<b>Account Number</b>	<b>Classification</b>	<b>Amount</b>
7031-068-7456-3140	Health and Human Services	\$ 244,784
	<b>TOTAL REVENUES</b>	<u>\$ 244,784</u>

**Expenditures:**

<b>Account Number</b>	<b>Classification</b>	<b>Amount</b>
2HH-7031-068-7456-1120	Regular Salaries & Wages	\$ 33,135
2HH-7031-068-7456-2110	FICA Taxes	2,535
2HH-7031-068-7456-2120	Retirement Contribution	1,766
2HH-7031-068-7456-2130	Life & Health Insurance	6,750
2HG-7031-068-7456-3125	Indirect Costs	11,111
2HD-7031-068-7456-3219	Residential Rehab Construction	164,578
	Assistance	
2HE-7031-068-7456-4110	Office Supplies	2,596
2HE-7031-068-7456-4123	Equipment less than \$1,000	2,313
	<b>TOTAL EXPENDITURES</b>	<u>\$ 244,784</u>

RS/PM/tp

c: County Administrator  
Clerk of the Board of County Commissioners  
Finance  
File



## Interoffice Memorandum

## AGENDA ITEM

November 8, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget (OMB)

SUBJECT: Consent Agenda Item for November 27, 2012  
Budget Amendment #13-07, Fund #7495  
Hazard Mitigation Grant Program (HMGP) – Community Services  
Facility Wind Retrofit  
Contract #09HM-06-06-58-01-005  
Capital Projects Division/Administrative Services Department

On December 16, 2008, the Board of County Commissioners approved an agreement with the Department of Homeland Security through the Division of Emergency Management for the Hazard Mitigation Grant Program–Community Services Facility Wind Retrofit agreement in the amount of \$410,487. On April 26, 2011, amendment no. 1 was approved, increasing the total award to \$593,197. Additionally, the Division of Emergency Management awarded amendment no. 2, increasing the total award to \$612,350, an increase of \$19,153.

Therefore, in accordance with Section 129.06(2)(d), Florida Statutes, it is recommended that the following accounts be adjusted by the amounts shown.

### Revenues:

Account Number	Classification	Amount
7495-043-7615-3182	U.S. Department of Homeland Security	\$ 19,153
TOTAL REVENUES		<u>\$ 19,153</u>

### Expenditures:

Account Number	Classification	Amount
8PF-7495-043-7615-6210	Buildings	\$ 18,901
8PH-7495-043-7615-9160	Grants – Interfund Transfer	252
TOTAL EXPENDITURES		<u>\$ 19,153</u>

RS/PM/tp

c: County Administrator  
Clerk of the Board of County Commissioners  
Finance  
File



# Interoffice Memorandum

November 8, 2012

## AGENDA ITEM

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

FROM: Randy Singh, Manager, Office of Management and Budget *RS*

SUBJECT: Consent Agenda Item for November 27, 2012  
Budget Amendment #13-08, Fund #8298  
Voluntary Pre-Kindergarten Education Program  
Head Start Division/Family Services Department

On September 24, 2011, the Board of County Commissioners approved an estimated budget for the Voluntary Pre-Kindergarten Education Program in the amount of \$604,289. The State of Florida Agency for Workforce Innovation and the Office of Early Learning Coalition of Orange County has awarded a new grant for the Voluntary Pre-Kindergarten Education Program in the amount of \$951,751, which represents an increase of \$347,462. The term of the grant is from August 1, 2012 through August 31, 2013.

Therefore, in accordance with Section 129.06(2)(d), Florida Statutes, it is recommended that the following accounts be adjusted by the amounts shown.

### Revenues:

Account Number	Classification	Amount
8298-062-7537-3431	Agency for Workforce	\$ 347,462
	TOTAL REVENUES	<u>\$ 347,462</u>

### Expenditures:

Account Number	Classification	Amount
3EA-8298-062-7537-1120	Regular Salaries & Wages	\$ 196,295
3EA-8298-062-7537-2110	FICA Taxes	16,928
3EA-8298-062-7537-2120	Retirement Contribution	19,166
3EA-8298-062-7537-2130	Life & Health Insurance	59,580
3EC-8298-062-7537-4020	Books, Compact Disks, Videos, and Subscriptions	19,097
3EC-8298-062-7537-4115	Miscellaneous Operating Supplies	17,496
3EC-8298-062-7537-4123	Equipment less than \$1,000	8,900
3EC-8298-062-7537-4195	Miscellaneous Expenses	10,000
	TOTAL EXPENDITURES	<u>\$ 347,462</u>

RS/PM/tp

c: County Administrator  
Clerk of the Board of County Commissioners  
Finance  
File



Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
10

AGENDA ITEM

November 7, 2012

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

FROM: Randy Singh, Manager, Office of Management & Budget (OMB) R.S.

SUBJECT: Consent Agenda Item for November 27, 2012  
Budget Transfer #12-1721

Provided for Board approval is a copy of the budget transfer processed by the Office of Management and Budget.

**ACTION REQUESTED: Approval of budget transfer #12-1271.**

RS/tp

Attachment



## AGENDA ITEM

CONTROL NO 12-1721

(To be assigned by OMB)

BCC

tp

FUND NO 4430

DEPARTMENT(S) Convention Center

DATE: 11/27/12

Request the following transfer be made for the reason(s) stated:

pg 1 of 1

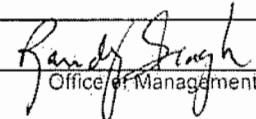
	AGENCY	ORGANIZATION	OBJECT	APPR	AMOUNT FROM	AMOUNT TO
NO.	035	0475	9550	CCG	\$ 7,212,000	
TITLE		Reserves	Reserve - Future Capital Outlay			
NO.	035	0935	3164	CCJ		\$ 705,000
TITLE		Convention Center Contribution	Payments to OCCVB - First Four Cents			
NO.	035	0935	3163	CCJ		\$ 704,000
TITLE		Convention Center Contribution	Payments to OCCVB - Sixth Cent			
NO.	035	0935	3166	CCJ		\$ 5,502,000
TITLE		Convention Center Contribution	Payments to City of Orlando - Community Venues			
NO.	035	0990	8610	EDT		\$ 290,000
TITLE		Arts & Cultural Tourism Expenditures	Aid to Private Organizations			
NO.	035	0935	8610	CCK		\$ 11,000
TITLE		Convention Center Contribution	Aid to Private Organizations			
TOTAL:					\$ 7,212,000	\$ 7,212,000

JUSTIFICATION (to be completed by OMB):

This budget transfer from Convention Center Reserves is necessary to pay Visit Orlando, City of Orlando Venues, Arts Funding, and the Orlando Area Sports Commission based on the FY 2012 actual Tourist Development Tax collections, which exceeded budget amounts. Payment is due per the Tourist Development Plan approved by the Tourist Development Council and the Board of County Commissioners.

 REQUESTED BY: Original on file  
 (Department Manager)

RECOMMENDED BY:

  
 Office of Management & Budget

(County Comptroller)

APPROVED / DISAPPROVED

Board of County Commissioners / County Administrator:

 REQUESTING DEPARTMENT: FORWARD ENTIRE SET TO THE OFFICE OF MANAGEMENT AND BUDGET  
 DISTRIBUTION AFTER APPROVAL: WHITE - FISCAL; GREEN - FINANCE; GOLD - OMB;  
 YELLOW - OMB; PINK - REQUESTING DEPARTMENT



## Interoffice Memorandum

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
1

November 12, 2012

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

**FROM:** Sara Flynn-Kramer, Manager  
Capital Projects Division

**CONTACT:** Roan Waterbury, Project Manager  
Capital Projects Division

**PHONE:** 407-836-0034

**SUBJECT:** CONSTRUCTION SERVICES FOR COALITION FOR THE HOMELESS  
MEN'S SERVICE CENTER - DISTRICT 6 - CONTRACT # Y11-778 -  
CHANGE ORDER #7

### RECOMMENDATION

The Capital Projects Division recommends approval of Change Order #7, Contract Y11-778, with APM Construction Corporation in the amount of \$154,232.63, for the Coalition for the Homeless Men's Service Center construction project. The revised contract amount is \$5,865,242.07. Sufficient funds are available within the approved project budget under Accounting Line #7702-065-9157-4440.

### PURPOSE

To provide funding for additional construction services to complete the capital improvements.

### JUSTIFICATION/DISCUSSION

The initial design of this project was provided to The Coalition for the Homeless of Central Florida ("Coalition") at no cost. Subsequently, this pro bono design was turned over to the City of Orlando, who in turn contracted directly with a different design team to finalize the design and to provide documents for both permitting and construction. Upon completion of these design documents, and the execution of the Community Development Block Grant Funding Agreement, the project was turned over to Orange County Capital Projects to oversee the construction. During the initial phase of construction, constructability issues were discovered due both to the constrained site conditions and to the day to day operational needs of the Coalition.

November 12, 2012

Change Order #7 is for Owner Requested items including minor changes to the work to improve security, maintenance and functionality. Design Clarifications require structural components to be modified, plumbing to be added for the chilled water towers, and the addition of one fire damper. Unforeseen Conditions including Tropical Storm Debbie, constructability issues, the inspection of certain structural connections, over excavation, and tree removal result in an increase in general conditions costs due to a negotiated time extension.

Change Order #6 in the amount of \$12,291.76 was for Permitting Requirements for steel testing for the tilt panels, decking, bar joists and perimeter angle.

Change Order #5 in the amount of \$75,008.16 was for the Owner Requested construction of the architectural feature known as the Beacon of Hope and the Design Clarifications and Permitting Requirements for the special tilt wall inspections.

Change Order #4 in the amount of \$56,417.55 was for Owner Requested items including minor changes to the client information desk, Design Clarifications for the retention pond, and Unforeseen Conditions to add fire sprinklers.

Change Order #3 in the amount of \$22,264.99 was for Owner Requested security lighting, for Design Clarifications for the Beacon of Hope, and Unforeseen Conditions regarding the site grading and storm water system.

Change Order #2 in the amount of \$14,429.51 was for an Owner Requested elevator emergency lowering system and security fencing, Design Clarifications resulting in the addition of tilt wall panel recesses, and Unforeseen Conditions requiring a plumbing main change.

Change Order #1 in the amount of \$90,297.47 was to reimburse the contractor for Permit Fees and Design related HVAC Controls Sequencing work.

All pricing is fair and consistent with the work to be performed and within the terms and conditions of the Contract.

**PREVIOUS ACTIONS TO THIS CONTRACT:**

The Contract award was approved on October 18, 2011.

**Original Contract dated November 14, 2011      Lump sum amount - \$5,440,300.00**

Construction contract is for the construction of a 32,000 square foot, two story tilt wall construction service center for administration, sleeping, bathing and food service facilities for up to 240 homeless men.

Change Order #1 dated January 23, 2012	Lump sum amount - \$90,297.47
Change Order #2 dated April 24, 2012	Lump sum amount - \$14,429.51
Change Order #3 dated May 16, 2012	Lump sum amount - \$22,264.99
Change Order #4 dated July 6, 2012	Lump sum amount - \$56,417.55
Change Order #5 dated August 31, 2012	Lump sum amount - \$75,008.16
Change Order #6 dated September 18, 2012	Lump sum amount - \$12,291.76
<b>Proposed Change Order #7</b>	<b>Lump sum amount-\$154,232.63</b>
Changes to the finishes and furnishings within the building to provide for improved security, maintenance, and functionality. Modifications to the structural and mechanical components required to address field conditions or to meet code, and the associated extension of the contract time.	
<b>Proposed Final Contract Amount</b>	<b>\$5,865,242.07</b>

**ACTION REQUESTED:** Approval of Change Order #7, Contract Y11-778 with APM Construction Corporation in the amount of \$154,232.63, for the Coalition for the Homeless Men's Service Center construction project. The revised total contract amount will be \$5,865,242.07.

SF/RW/ca

Cc: John Terwilliger, Director, Administrative Services Department  
Sally Bergman, Contracts Supervisor, Purchasing and Contracts Division  
Roan Waterbury, Project Manager, Capital Projects Division  
Mitchell Glasser, Manager, Housing & Community Development  
Lee Coulter, Program Manager, Housing & Community Development  
File C-70

**ORANGE COUNTY PURCHASING AND CONTRACTS  
CHANGE ORDER REQUEST FORM**

<b>DATE</b>	<b>DEPARTMENT/DIVISION</b>	<b>CONTACT NAME</b>			<b>CONTACT PHONE</b>
November 8, 2012	Housing & Comm Development/Capital Projects	Roan Waterbury			x60034

<b>CHANGE ORDER NO.</b>	<b>VENDOR</b>	<b>DOCUMENT NO.</b>	<b>DOOC</b>	<b>POOC</b>	<b>CONTRACT NUMBER</b>	<b>ORIGINAL DOCUMENT APPROVAL BUYER/PA/CA NAME</b>
7	69067/APM Construction Corp.	C11778		✓	Y11-778	Sally Bergman

**INCREASE, DECREASE OR DELETE COMMODITY LINE**

CMDTY. LINE NO.	ACTION		PREVIOUS LINE DOLLAR AMOUNT	NEW LINE DOLLAR AMOUNT	COMMODITY LINE DESCRIPTION/COMMENTS	NET DOLLAR CHANGE
	FROM	TO				
						\$ 0.00
						\$ 0.00
						\$ 0.00

**ADD COMMODITY LINE**

CMDTY. LINE NO.	CMDTY. CODE	DESCRIPTION		QTY.	UNIT OF MEAS.	UNIT COST	ACCOUNTING LINE	NET DOLLAR CHANGE
		FOR D.O. YOU MUST SPECIFY AN MA LINE	MA LINE					
9	97320	Owner Requested, Design, Unforeseen Conditions		154232.63	ea	\$ 1.00	7702-065-9157-4440	\$ 154,232.63
								\$ 0.00
								\$ 0.00

**ACCOUNTING LINE CHANGE**

CMDTY. LINE NO.	ACCTG. LINE NO.	FROM AMOUNT	FROM ACCOUNTING LINE	TO AMOUNT	TO ACCOUNTING LINE

**OTHER CHANGES**

DESCRIBE
Add Commodity Line 9 - 10% Retainage Terms Apply
Add One Hundred Thirty One (131) Calendar Days, Revised Substantial Completion date is June 30, 2013, Revised Final Completion date is July 30, 2013

**ENCUMBERED/DE-ENCUMBERED (REQUIRED FOR ALL TRANSACTIONS)**

ORIGINAL PO/DO AMT.	NET DOLLARS PREVIOUS C/O <input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	NET DOLLARS FOR THIS C/O <input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	DOCUMENT TOTAL AFTER THIS C/O
\$ 2,100,000.00	\$ 1,380,495.59	\$ 154,232.63	\$ 3,634,728.22

**CONTRACT AMOUNT**

AWARD AMOUNT	NET DOLLARS PREVIOUS C/O <input type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	NET DOLLARS FOR THIS C/O <input checked="" type="checkbox"/> ADD <input type="checkbox"/> SUBTRACT	CONTRACT TOTAL AFTER THIS C/O
\$ 5,440,300.00	\$ 270,709.44	\$ 154,232.63	\$ 5,865,242.07

- ☐ CANCEL ENTIRE PO/DO
- ☐ DO NOT MAIL VENDOR COPY

**JUSTIFICATION (REQUIRED FOR ALL TRANSACTIONS)**

Owner Requested - \$78,500; Design Related - \$20,666.78; Unforeseen Conditions - \$55,065.85 (see attached for breakdown)

*By signing this agreement, the Contractor hereby releases the County, its agents and employees from any and all liabilities under this contract for further equitable adjustments and/or claims associated with this change order.*

VENDOR/ CONTRACTOR AUTHORIZATION

DATE: 11.8.12

DEPARTMENT APPROVAL SIGNATURE

DATE: 11/11/12

**OFFICIAL PURCHASING AND CONTRACTS USE ONLY**

PURCHASING AND CONTRACT APPROVAL:

DATE:

ADD THE FOLLOWING TEXT TO PO/DO:

TRACK CHANGES: ☐ YES ☐ NO

CHANGE AWARD AMOUNT TO:

# COALITION FOR THE HOMELESS MEN'S SERVICE CENTER

## CHANGE ORDER #7

### A. Owner Requested

1. Add hand dryers, garbage disposal, revise paper towel dispensers	\$ 23,892.26	
2. Hardware Revisions	\$ 16,380.10	
3. Add spandrel panels to storefront at HOPE wall	\$ 3,264.82	
4. Add tile wainscot in 102A, 102B	\$ 1,643.11	
5. Provide mesh at Gate #152 per RFI #8	\$ 219.30	
6. Change in bed size and addition of safety rails	\$ 20,547.31	
7. Epoxy Floor in Restroom 217, epoxy wall coating in showers 114, 123, 205, 206, and 218	\$ 12,084.52	
8. Beacon of Hope Spotlight and attic stock	\$ 468.58	
		\$ 78,500.00

### B. Design/Permit/Code Related

1. Structural Revisions per ASI-10,11 and RFI 122	\$ 17,568.99	
2. Folding Partition supports	\$ 1,776.37	
3. 1" Water supply line to Chiller Yard	\$ 1,106.89	
4. Fire Damper at return air duct per RFI 201	\$ 214.53	
		\$ 20,666.78

### C. Unforeseen Conditions

1. Time Extension General Conditions (131 days)	\$ 55,065.85
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TOTAL      \$ 154,232.63




## Interoffice Memorandum

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT

2

November 5, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny M. Richardson, Manager, Purchasing and Contracts Division

CONTACT: Terri Thill, Program Coordinator, Utilities Department, Water Division  
407-254-9602

SUBJECT: Award of Invitation for Bids Y12-1100-DG, Water Watch and Mobile  
Irrigation Lab Audit Program

### RECOMMENDATION

Approval to award Invitation for Bids Y12-1100-DG, Water Watch and Mobile Irrigation Lab Audit Program, to the low responsive and responsible bidder, East Central Florida Resource Conservation and Development Council, Inc., a not-for-profit corporation, for a 36-month term contract in the estimated contract award amount of \$304,808. Further request authorization for the Purchasing and Contracts Division to renew the contract for two additional twelve month periods. Due to projected usage, the Water Division anticipates that the entire estimated contract amount will be ordered during the initial contract term. The Water Division and Business Development Division concur with this recommendation.

### PURPOSE

To assist the Water Division in the enforcement of water restrictions, including public education regarding water restriction violations and the performance of mobile irrigation lab audits.

### DISCUSSION

The contractor's staff will patrol unincorporated areas of the county during day and evening hours to monitor and educate customers who are violating the water restrictions. They will be required to enforce the watering restrictions as established by the St. Johns River Water Management District.

Three bids were received in response to this Invitation for Bids. Bids from Groundtek of Central Florida and Mainzer Manager dba TechStaff were determined to be non-responsive because of their failure to provide qualification documentation required by the solicitation with their bid. A protest was received from Groundtek of Central Florida and it was subsequently denied at a protest review. It was not appealed. The bid is considered reasonable based on comparison of prices for the same services under a previous County contract with this same vendor.

The bid tabulation is as follows:

East Central Florida Resource Conservation and Development Council, Inc.	\$304,808
Groundtek of Central Florida	Non-responsive
Mainzer Manager dba TachStaff	Non-responsive






Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

September 18, 2012

TO: Dorothy Gordon, Senior Purchasing Agent  
Purchasing & Contracts Division

FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: IFB #Y12-1100-DG, Water Watch and Mobile Irrigation Lab Audit Program

The Business Development Division evaluated the **1** bid submitted for this project and found that the bidder **is not** an Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Errick W. Young, Manager, Business Development Division






Interoffice Memorandum

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
3

October 31, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Dr. Ralls, Director, Health Services Department/EMS  
836-7611

SUBJECT: Award of Invitation for Bids Y13-111-LC, Chronic Dialysis  
Corrections Health Services

RECOMMENDATION:

Approval to award Invitation for Bids Y13-111-LC, Chronic Dialysis Corrections Health Services, to the single responsive and responsible bidder, Fresenius Medical Care Healthcare, in the estimated contract award amount of \$367,500 for a 3-year term contract renewable for two additional 1-year periods by the Purchasing and Contract Division. The annual usage is uncertain because it is based on the number of inmates that will need this service. However, the Corrections Health Services Division anticipates that the entire estimated amount of the contract will be ordered during its initial period.

PURPOSE:

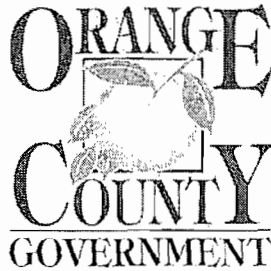
To provide chronic dialysis for inmates at the 33<sup>rd</sup> Street facility.

DISCUSSION:

Dialysis treatment services will be provided at the Corrections Complex. Prior to the establishment of on-site contract performance for this service, Corrections had to transport inmates to an outpatient dialysis facility three times per week. This arrangement required a corrections officer to remain with the inmate 3 to 4 hours during treatment. On-site dialysis significantly reduces transport and staffing costs while essentially eliminating public exposure to inmates requiring such treatment.

The bid submitted by Fresenius Medical Care Healthcare is considered reasonable when compared to current contract pricing. The only other known bidder capable of providing on-site dialysis treatment in the county is Gambro Healthcare. They had a previous contract with the county but chose not to compete for this contract.

Fresenius Medical Care Healthcare has a satisfactory record of performance and the resources necessary for successful contract performance. Therefore, award is recommended to Fresenius Medical Care Healthcare.




Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

October 24, 2012

TO: Linda Carson, Senior Purchasing Agent  
Purchasing & Contracts Division

FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: IFB #Y13-111-LC, Chronic Dialysis Corrections Health Services**

The Business Development Division evaluated the **1** bid submitted for this project and found that the bidder **is not** an Orange County Certified Minority Women Business Enterprises. Hence, the bid preference program in accordance with the County's M/WBE Ordinance, Section 17-324 can not be applied.

c: Errick W. Young, Manager, Business Development Division

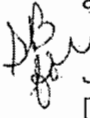


Interoffice Memorandum

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
4

November 5, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny M. Richardson, Manager, Purchasing and Contracts  
Division

CONTACT: Michael Drozeck, Senior Engineer, Roads and Drainage Division  
PHONE: (407) 836-7747

SUBJECT: Award of Invitation for Bids Y12-7025-EZ  
Randolph Avenue Phase II Outfall Pipe from Control Structure  
to Lake Conway

**RECOMMENDATION**

Approval to award Invitation for Bids Y12-7025-EZ, Randolph Avenue Phase II Outfall Pipe from Control Structure to Lake Conway, to the low responsive and responsible bidder, C.E. James, Inc., in the estimated contract award amount of \$418,325.85. Funds are available in account number 1023 072 2753 6330. The Roads and Drainage Division and the Business Development Division concur with this recommendation.

**PURPOSE**

This project is for construction of approximately 2100 linear feet of 42" storm sewer lines and associated appurtenances. The scope of work also includes maintenance of traffic, clearing and grubbing, excavation, embankment construction, grading, installation of inlets, manholes, and miscellaneous associated work.

**DISCUSSION**

Ten bids were received. C.E. James, Inc. has a satisfactory record of performance and has been determined to be responsible. Therefore, award is recommended to C.E. James, Inc. County staff reviewed pricing of prior projects containing similar work and determined pricing of C.E. James, Inc. was comparable.

The bids submitted by Parthenon Construction Company, Breen Construction Services, Inc. and Southern Underground Industries, Inc. were deemed non-responsible due to lack of required similar project experience.

November 5, 2012  
Y12-7025-EZ  
Page 2

The bids submitted by Progressive Contractor's, Inc. and Lighting Bay Pneu-Draulics, LLC were found non-responsive for failure to acknowledge addendum #1 which provided an additional sheet to the project drawings with information required for bidding the project.

<u>Bidders</u>	<u>Bid Amount</u>
C.E. James, Inc.	\$418,325.85
APEC, Inc.	\$526,427.61
Schuller Contractors, Inc.	\$590,648.20
Prime Construction Group	\$797,713.00
VK Jensen Enterprises, Inc.	\$881,192.53
Parthenon Construction Company	Non-Responsible
Breen Construction Services, Inc.	Non-Responsible
Southern Underground Industries, Inc.	Non-Responsible
Progressive Contractor's, Inc.	Non-Responsible
Lighting Bay Pneu-Draulics, LLC	Non-Responsible



Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

November 5, 2012

TO: Elia Zayas, Senior Contract Administrator  
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **Y12-7025-EZ / Randolph Avenue Phase II Outfall Pipe from Control Structure to Lake Conway**

The Business Development Division evaluated the 3 lowest bids of the 5 bids submitted for this project and found that the apparent low bidder C. E. James, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 22.59% MWBE participation in their bid and did not provide good faith effort documentation. Please note the following certified MWBE participation:

Mbe-afam	Sazi Construction	\$20,000.00
Wbe-wf	Grandview Pipe & Supply	\$57,500.00
Mbe-am	Central Hauling	\$17,000.00
<b>Total MWBE Participation</b>		<b>\$94,500.00 (22.59%)</b>

The second low bid submitted by American Persian Engineers & Constructors, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 18.71% MWBE participation in their bid and did not provide good faith effort documentation.

The third low bid submitted by Schuller Contractors, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0.00% MWBE participation in their bid and provided good faith effort documentation.

None of the bids were within the sliding scale range of the low bidder.

Our evaluation of these bids was based on the participation listed on the subcontractor/supplier page. If the low bidder is not chosen, please let us know so that we may obtain Letters of Intent to confirm the participation.

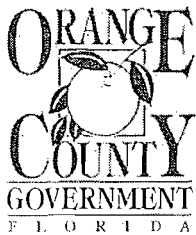
Attached is a spreadsheet reconciling the bidders' compliance with the IFB's M/WBE requirements, including the percentage breakdown for all bidders and a comparison of the relative bids versus participation percentages.

c: Errick Young, Manager, Business Development Division

## BID COMPARISON

### IFB-Y12-7025-EZ / Randolph Avenue Phase II Outfall Pipe from Control Structure to Lake Conway

Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (7%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	C. E. James, Inc.	\$418,325.85	\$94,500.00	22.59%	no					76 / 8
2nd Low	American Persian Engineers & Constructors, Inc.	\$526,427.61	\$98,505.30	18.71%	no	\$108,101.76	25.84%			55 / 6
3rd Low	Schuller Contractors, Inc.	\$590,648.20	\$0.00	0.00%	yes	\$172,322.35	41.19%	\$64,220.59	12.20%	57 / 14
4th Low	Prime Construction Group	\$797,713.00	\$80,365.50	10.07%	yes	\$379,387.15	90.69%	\$271,285.39	51.53%	30 / 19
5th Low	VK Jensen Enterprises, Inc.	\$881,192.53	\$5,500.00	0.62%	no	\$462,866.68	110.65%	\$354,764.92	67.39%	75 / 12

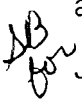


Interoffice Memorandum

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
5

October 25, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny M. Richardson, Manager, Purchasing and Contracts Division

CONTACT: Andres Salcedo P.E., Manager, Utilities Engineering Division

SUBJECT: Award of Invitation for Bids Y12-7036-PH, Hidden Springs Water Supply Facility Improvements

**RECOMMENDATION**

Approval to award Invitation for Bids Y12-7036-PH, Hidden Springs Water Supply Facility Improvements, to the low responsive and responsible bidder, Brasfield and Gorrie, LLC, in the total contract award amount of \$3,624,000. Funding is available in account number 4420-038-1532-6310. The Utilities Engineering Division and the Business Development Division concur with this recommendation.

**PURPOSE**

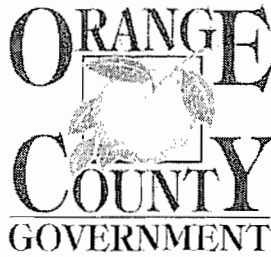
The project includes improvements to an existing water supply facility in order to improve operational efficiency and reliability and provide needed maintenance. This project will also bring this existing plant up to County standards. The improvements consist of demolition of existing structures, construction of a new high service pump building, replacement of five existing high service pumps, installation of a new raw water flow meter, and installation of new diesel generators and associated above ground fuel storage tanks. The project is located in north Orange County.

**DISCUSSION**

Brasfield and Gorrie, LLC achieved 25.53% M/WBE participation and has a satisfactory performance record on similar projects. Therefore, award is recommended to Brasfield and Gorrie, LLC.

	Estimated Base Bid
Brasfield and Gorrie, LLC	\$3,624,000
Wharton-Smith, Inc.	\$3,927,000
TLC Diversified, Inc.	\$4,252,000
Close Construction, LLC	\$4,805,009





Interoffice Memorandum

BUSINESS DEVELOPMENT DIVISION

September 28, 2012

TO: Patty Hobbs, Senior Contract Administrator  
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: Y12-7036-PH / Hidden Springs Water Supply Facility Improvements

The Business Development Division evaluated the 3 lowest bids of the 4 bids submitted for this project and found that the apparent low bidder Brasfield & Gorrie, LLC met the Orange County MWBE participation goal of 25%. They reported 25.53% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-am	Central Hauling & Excavation	\$11,892.00
Wbe-wf	John B. Webb & Associates	\$7,200.00
Wbe-wf	Winter Garden Grassing	\$3,875.00
Wbe-wf	KMG Fence	\$38,161.00
Mbe-hm	S R Plumbing	\$11,928.00
Mbe-afam	Williams Earthwork	\$15,000.00
Mbe-am	Yang, Inc.	\$370,000.00
Wbe-wf	Grandview Pipe & Supply	\$186,500.00
Mbe-hm	Hommes Masonry, Inc.	\$280,724.00
<b>Total MWBE Participation</b>		<b>\$925,280.00 (25.53%)</b>

The second low bid submitted by Wharton-Smith, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 1.82% MWBE participation in their bid and provided good faith effort documentation.

The third low bid submitted by TLC Diversified, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 12.20% MWBE participation in their bid and provided good faith effort documentation.

None of the bids were within the MWBE sliding scale range to be awarded this contract over the low bidder.

Our evaluation of these bids was based on the participation listed on the subcontractor/supplier page. If the low bidder is not chosen, please let us know so that we may obtain Letters of Intent to confirm the participation.

## BID COMPARISON


IFB-Y12-7036-PH / Hidden Springs Water Supply Facility Improvements										
Rank	Bidder	Bid Amount	M/WBE \$'s in Bid	% M/WBE (Goal 25%)	GFE	\$ Over Low Bid	% Difference From Low Bid (4%)	\$ Over 2nd Low Bid	% Difference From 2nd Low Bid	EEO % M / W
Low Bid	Brasfield & Gorrie, LLC	\$3,624,000.00	\$925,280.00	25.53%	na					59 / 11
2nd Low	Wharton-Smith, Inc.	\$3,927,000.00	\$71,443.00	1.82%	yes	\$303,000.00	8.36%			33 / 11
3rd Low	TLC Diversified, Inc.	\$4,252,000.00	\$518,675.00	12.20%	yes	\$628,000.00	17.33%	\$325,000.00	8.28%	19 / 10
4th Low	Close Construction, LLC	\$4,805,009.00	\$1,355,165.00	28.20%	na	\$1,181,009.00	32.59%	\$878,009.00	22.36%	0 / 35



## Interoffice Memorandum

November 8, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division  
836-5681

CONTACT: Jim Pinero, Drug Court Coordinator, Orange County Drug Court  
836-0501

SUBJECT: Approval of Contract Y13-2050-LC, Family Drug Court  
Substance Abuse Treatment and Case Management Program

### RECOMMENDATION

Approval of Contract Y13-2050-LC, Family Drug Court Substance Abuse Treatment and Case Management Program with The Center for Drug Free Living Inc. in the estimated contract award amount of \$250,000 for a 1-year period. Funding for this project is provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) under the American Recovery and Reinvestment Act of 2009.

### PURPOSE

To provide family drug court substance abuse treatment services through a program administered by the Ninth Judicial Circuit Court.

### DISCUSSION

The goal of the Family Drug Court Substance Abuse Treatment and Case Management Program is to increase each participant's likelihood for successful rehabilitation through early, continuous and intensive outpatient treatment. In order to accomplish this goal, the program will provide science-based, proven, effective clinical treatment services that meet the individual needs of each client. Additionally, the program will provide liaison services with Judges, court officials, county officials, and others. In the event a client's pattern of addiction requires a more intensive level of care, the appropriate referrals will be made.

The Family Drug Court Substance Abuse Treatment and Case Management Program's outpatient services include a combination of individual, group and/or family counseling and education in order to create and promote an understanding and the acceptance of the addiction and recovery process. These services vary in the level of intensity and the emphasis is on assessment, treatment and ancillary services. In addition, the program will focus services in the following areas:

- behavioral patterns of addiction

- rational & irrational thinking patterns
- enhancing motivation for treatment
- promoting greater awareness of the recovery process
- provide exposure and access to the supportive, motivating influences of other recovering persons via community alternatives
- providing information and direction regarding vocational/educational needs and opportunities via referral to case management
- life skills development to include issues such as anger management, problem solving, decision making, peer relations, etc.
- HIV/AIDS health information and education

The Family Drug Court program serves adult males and females (ages 18 and up) who are deemed appropriate and eligible for the program's services via the designated criminal justice comprehensive substance abuse screening evaluation. A participants' length of stay in the program is predicated on his/her identified course of care and their level of progress towards established treatment goals. Participation may range from a minimum of seven (7) months up to eighteen (18) months based on the individual's progress towards treatment goals. The contractor shall maintain a 70% successful completion for all participants.

The prices are deemed fair and reasonable based on the fact they are the same positions and prices as those in other contracts that were competitively awarded. Also The Center for Drug Free Living Inc., played an integral role in the grant application process and is listed as the provider of evaluation services as required by the grant.



Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** November 5, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *JDT*  
Administrative Services Department

**FROM:** Russell L. Corriveau, Acquisition Agent *RCC*  
Real Estate Management Division

**CONTACT PERSON:** William K. Hurt, Jr., Assistant Manager

**DIVISION/SECTION:** Real Estate Management  
Acquisition Phone: 836-7087

**ACTION REQUESTED:** APPROVAL AND EXECUTION OF AMENDMENT NUMBER ONE TO SUBLEASE NUMBER 4599-01 BETWEEN THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, DIVISION OF RECREATION AND PARKS, SUCCESSOR IN INTEREST TO STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS AND ORANGE COUNTY

**PROJECT:** Cady Way Trail  
  
District 5

**PURPOSE:** To continue to provide for access, construction, operation, and maintenance of a recreational trail.

**ITEM:** Amendment Number One to Sublease Number 4599-01  
Term: Expires January 21, 2059

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Parks and Recreation Division  
Risk Management Division

**REMARKS:** An Option Agreement for Sale and Purchase was approved by the Board of County Commissioners (BCC) on May 25, 2004. On December 16, 2008, the BCC approved conveyance of a portion of the Cady Way Trail property to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIIF).

On January 22, 2009, TIIF leased the property to the State of Florida Department of Environmental Protection, Office of Greenways and Trails (OGT) for fifty (50) years. A Sublease Agreement for the purpose of the continued operation and maintenance of the Cady Way Trail was approved by the BCC on April 28, 2009. Amendment Number One changes the expiration date from May 13, 2059 to January 21, 2059 in order to coincide with the expiration date of the original lease.

**A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.**



Interoffice

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
8

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** November 2, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *JDT*  
Administrative Services Department

**FROM:** *WKA GRR*  
Gary Roberts, Acquisition Agent  
Real Estate Management Division

**CONTACT PERSON:** William K. Hurt, Jr., Assistant Manager

**DIVISION/SECTION:** Real Estate Management  
Acquisition Phone: 836-7087

**ACTION REQUESTED:** APPROVAL OF PURCHASE AGREEMENT AND WARRANTY DEED BETWEEN FLORIDA POWER CORPORATION D/B/A PROGRESS ENERGY FLORIDA, INC. AND ORANGE COUNTY, AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE PRICE AND RECORDING FEES AND PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** Valencia College Lane  
(Goldenrod Road to Econlockhatchee Trail)  
  
District 3

**PURPOSE:** To provide for access, construction, operation and maintenance of road widening improvements.

**ITEMS:** Purchase Agreement  
  
Warranty Deed (Instrument 1048.1)  
Cost: \$2,000  
Size: 3,184 square feet

**BUDGET:** Account No.: 6682-001-0061-4499

**FUNDS:** \$2,000.00 Payable to Florida Power Corporation DBA Progress Energy  
Florida  
(purchase price)

\$44.00 Orange County Comptroller  
(recording fees)

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Public Works Department  
Risk Management Division

**REMARKS:** This tract of land is a 3,184 square foot parcel being purchased from Progress Energy Florida (PEF). As a condition of conveyance, PEF will have the right to construct, operate, maintain, improve, add to, upgrade, remove and relocate facilities on the parcel being conveyed and will comply with minimum standards for such facilities as required by Orange County Code. Any new construction or relocation of facilities within this parcel will be subject to prior approval by Orange County. Should Orange County fail to approve new construction or relocation of facilities for PEF, or require PEF to alter, adjust or relocate its facilities, Orange County will pay the reasonable cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**





Interoffice Memo

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** November 5, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *JDT*  
Administrative Services Department

**FROM:** Elizabeth Price Jackson, Senior Title Examiner *EPJ*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL OF CONSERVATION AND ACCESS EASEMENT  
BETWEEN JEN FLORIDA V, LLC AND ORANGE COUNTY AND  
AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Bridgewater Crossings Boulevard Extension (CAIP #12-02-002)  
  
District 1

**PURPOSE:** To provide for conservation of wetlands and uplands as a requirement of  
development.

**ITEM:** Conservation and Access Easement  
Cost: Donation  
Total size: 30,539.58 square feet

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Environmental Protection Division

**REMARKS:**

Conservation Area Impact Permit No. 12-02-002 issued by Orange County Environmental Protection Division requires a Conservation Easement on a portion of the site being developed. This Conservation Easement will protect and preserve the property forever in its existing natural condition and prevent any use that will impair or interfere with the environmental value of the property. Those wetland and upland areas included in the Conservation Easement that are to be enhanced, restored, or created pursuant to the Permit shall be retained and maintained in the enhanced, restored, or created conditions required by the Permit.

The Grantor is providing access to the Conservation Easement by a specific Access Easement description extending Bridgewater Crossings Boulevard to the conservation area which is attached to and made a part of the Conservation and Access Easement. The Access Easement area will be conveyed to Orange County as road right-of-way upon completion of construction of the extension of Bridgewater Crossings Boulevard.

Grantor to pay all recording fees.

**A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson's office.**



Interoffice Memorandum

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
10

REAL ESTATE MANAGEMENT ITEM 4

**DATE:** October 31, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *JDT*  
Administrative Services Department

**FROM:** Mickie A. Robbins, Title Examiner *do for me*  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL OF UTILITY EASEMENT BETWEEN CHUGIN (U.S.A.), INC. AND ORANGE COUNTY AND AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** International Plaza Sitework – Utility File #71665  
  
District 5

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility facilities as a requirement of development.

**ITEM:** Utility Easement  
Cost: Donation  
Size: 18,396 square feet

**APPROVALS:** Real Estate Management Division  
Utilities Department

**REMARKS:** Grantor to pay all recording fees.

**A file labeled “BCC Agenda Backup” containing a copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner Thompson’s office.**




Interoffice Memo

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
11

REAL ESTATE MANAGEMENT ITEM 5

**DATE:** November 19, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**FROM:** John Terwilliger, Director   
Administrative Services Department

**SUBJ:** Lease and Funding Agreement relating to Central Florida YMCA  
Aquatic Center

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Attached is a memo from Commissioner Tiffany Moor Russell along with several attachments regarding the extension of a funding arrangement with the Central Florida YMCA. As discussed in the memos, the YMCA uses a portion of Orange County Convention Center property to generate revenues from a Billboard Lease. The lease revenues subsidize operation and maintenance expenses for the YMCA's Aquatic Center. This arrangement originated in 1992 when the Aquatic Center apparently went into foreclosure and was purchased by the YMCA amid community efforts to prevent closure of the facility. The 1992 agreement provides for the County to lease the property to the YMCA at nominal cost and waives the County's right to receive any revenues from a Billboard Lease. The YMCA in turn leased the property to Eller Media Co. (now Clear Channel).

Current annual billboard revenues to the YMCA under the Billboard Lease are approximately \$183,360. The County has never been a party to the billboard lease and has received none of the revenue. The Billboard Lease expires November 30, 2012. The YMCA agreement expires December 31, 2012.

County staff has evaluated the current funding arrangement, statutory requirements regarding the lease of County property and relevant billboard regulations. As an alternative to allowing the agreements to expire at the end of November, staff recommends a three-year agreement with the YMCA which:

- 1) allows the YMCA to extend its current Billboard Lease with Clear Channel;
- 2) requires the YMCA to assign the lease to the County by January 1, 2013, which can then be administered by the County Real Estate Management Division; and
- 3) provides funding to the YMCA from billboard revenues in an annual amount of \$184,000 for three more years.

This allows the Billboard Lease to continue without lapsing and allows the YMCA sufficient time to apply for traditional funding sources such as Tourist Development Plan funding or other grant funding.

**ACTION REQUESTED:**

**Approval and delegation of authority to the Director of Administrative Services Department to execute a Lease and Funding Agreement between Orange County and the Central Florida YMCA. This agreement will allow the YMCA to extend their existing Billboard Lease with Clear Channel Outdoor Services for three years and require them to assign the Billboard Lease to Orange County by January 1, 2013. The agreement will also provide for funding to the YMCA from the Billboard Lease revenue in an annual amount of \$184,000 for three years.**

c: Ajit Lalchandani, County Administrator  
Eric Gassman, Chief Accountability Officer  
Jeffrey Newton, County Attorney



## MEMORANDUM

**TO:** Mayor Teresa Jacobs  
and  
Board of County Commissioners

**FROM:** Tiffany Moore Russell, Commissioner -- District 6

**DATE:** November 16, 2012

**SUBJECT:** Renewal of the Central Florida YMCA Aquatic Center Agreement

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In the attached October 11<sup>th</sup> memo, I requested this Board's support for a ten-year renewal of the current funding arrangement for the YMCA Aquatic Center. After conferring with County Administration and reviewing the attached memo from Mr. Lalchandani and Mr. Newton, I can appreciate the unusual nature of the County's lease with the YMCA and the YMCA lease with Clear Channel Outdoor Services under which the County has received none of the revenue generated by the billboard. I am also in support of full transparency and accountability in our grant application process.

However, I continue to support funding for the Aquatic Center. As I have previously stated, the Aquatic Center has a significant positive impact on our Tourism Corridor and our community. Over 400 teens use the Center on a daily basis. The financial impact of Aquatic Center swim meets is substantial and the operation of the Aquatic Center would be compromised if County funding is allowed to terminate at the end of December when current lease expires.

Rather than allowing the Aquatic Center's funding to terminate this year, I am asking that the Board support three additional years of funding in an amount equal to what the YMCA received last year. I agree with the County Attorney's opinion that the billboard contract should be between the County and the billboard company. I would however propose that approximately \$184,000 of billboard revenues be provided to the YMCA annually for the next three years. This would give the YMCA time to identify alternative revenue sources and apply for Tourist Development Plan or General Fund funding through the traditional County process.

TMR/rw

cc: Ajit Lalchandani, County Administrator  
Jeffrey Newton, County Attorney  
Tom Ackert, Executive Director, Orange County Convention Center

**COMMISSIONER TIFFANY MOORE RUSSELL, DISTRICT 6**

201 South Rosalind Avenue, 5th Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393  
Telephone 407-836-5360 ■ Fax 407-836-5879 ■ E-Mail: District6@ocfl.net



TO: Commissioner Tiffany Moore Russell, District 6  
FROM: Ajit Lalchandani, County Administrator *Aj*  
RE: YMCA Agreement for Billboard at Convention Center  
DATE: November 14, 2012

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In response to your recent memorandum requesting a ten year extension of the expiring YMCA funding arrangement, I asked the County Attorney's office to review the pertinent agreements. Their opinion is attached. Legal staff concluded that the YMCA Aquatic Center benefited from an unorthodox arrangement allowing all revenues from a billboard located on Convention Center property to go to the YMCA.

The YMCA Agreement stemmed from efforts in 1992 to prevent the impending closure of the Aquatic Center. Although the agreement was clearly intended to be a temporary measure, it continued for twenty years and, in the last ten years alone, provided over \$1.5 million in funding to the YMCA without having gone through the normal board approval process. Since the billboard is located on Convention Center property acquired with Tourist Development Tax funds, revenue from the billboard should go to the Convention Center. While the YMCA Aquatic Center may generate tourism and qualify for Tourist Development Tax funding, our legal staff believes any future billboard leases should be between the outdoor media company and the County.

Rather than immediately cutting off the Aquatic Center's subsidy, I would suggest the Board consider a short-term funding agreement of one to three years in a fixed amount similar to what the YMCA received from Clear Channel last year. This would allow time for the YMCA to initiate the process for receiving traditional County funding assistance. Depending on the source of funding, this would entail Tourist Development Council review and a public hearing to amend the Tourist Development Plan ordinance or, in the alternative, going through the annual budget process.

**COUNTY ADMINISTRATOR'S OFFICE**

201 South Rosalind Avenue • Reply To: Post Office Box 1393 • Orlando, Florida 32802-1393  
Telephone 407-836-7370 • FAX 407-836-7399 • countyadmin@ocfl.net

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In either case, rather than being completely open-ended, funding would result in an identifiable appropriation, as well as subject the YMCA to reporting requirements and appropriate scrutiny by the Comptroller's office consistent with County grant provisions.

Attachment (1)

c: Mayor Teresa Jacobs  
Board of County Commissioners  
Martha Haynie, Orange County Comptroller  
Jeffrey Newton, County Attorney  
Eric Gassman, Deputy County Administrator, Office of Accountability  
Tom Ackert, Executive Director, Orange County Convention Center  
John Terwilliger, Director, Administrative Services



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

201 South Rosalind Avenue • 3rd Floor  
Reply To: Post Office Box 1393  
Orlando, FL 32802-1393  
407-836-7320 • Fax 407-836-5888  
<http://www.ocfl.net>

**MEMORANDUM**

**TO:** Ajit Lalchandani, County Administrator  
**FROM:** Jeffrey J. Newton, County Attorney *JJN*  
**DATE:** October 23, 2012  
**RE:** Extension of Agreement between YMCA and Orange County for Billboard

---

Attached is our analysis with respect to the above referenced agreement.

If you have any questions, please contact Lila or me.

*puty County Attorney*  
D. D. Prinsell

*Senior Assistant County Attorneys*

Bert D. Guthrie  
Edward M. Chew

*Assistant County Attorneys*

Bernie Alfonso  
Linda Brehmer Lanosa  
Terry Brown  
Anthony Cotter  
Lana Crosby-Collier  
Andrea DeLoach  
Timothy E. Evers  
Ernest Galloway, Jr.  
Katharina Holmes  
Peter A. Lichtman  
Michael J. McHenry  
Steven J. Monaco  
Scott Shevenell  
William Turner

*Legal Administrative Supervisor*  
Lana M. Cabon

*Paralegals*  
Kemberly Cundiff  
Kathy Saravaniya, CP  
Arlin Vargas, ACP



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

201 South Rosalind Avenue - 3rd Floor  
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Orlando, FL 32802-1393  
407-836-7320 • Fax 407-836-5888  
<http://www.ocfl.net>

**MEMORANDUM**

**TO:** Jeffrey J. Newton, County Attorney  
**FROM:** Lila Ingate McHenry *[Signature]*  
**RE:** Extension of Agreement between YMCA and  
Orange County for Billboard  
**DATE:** October 22, 2012

You have asked me to review an arrangement between the County and the Central Florida YMCA ("YMCA") which is the subject of an October 11, 2012, memo from Commissioner Moore Russell. The following very briefly identifies two concerns raised by the arrangement.

**BACKGROUND:**

Pursuant to an agreement with the County, the YMCA uses a portion of Orange County Convention Center ("OCCC") property ("OCCC Property") to generate revenues from a billboard lease. The lease revenues subsidize operation and maintenance expenses for the YMCA's Aquatic Center. This arrangement originated in 1992 when the Aquatic Center apparently went into foreclosure and was purchased by the YMCA amid community efforts to prevent closure of the facility.

The attached 1992 agreement (the "Agreement") provides for the County to lease the OCCC Property to the YMCA at nominal cost, waives the County's right to receive any revenues from a billboard lease and expressly states that "in no event" will the contemplated billboard remain on OCCC Property after December 31, 2002. The YMCA in turn leased the OCCC Property to Eller Media Co. (now Clear Channel) under a ten-year lease (the "Billboard Lease"). In 1999, the County and the YMCA extended the Agreement and the Billboard Lease, respectively.

According to the County's real estate management division, current annual billboard revenues to the YMCA under the Billboard Lease are approximately \$183,360 with 2011 total revenues from the billboard of approximately \$430,000. The County is not a party to the Billboard Lease and has received none of the revenue. The Billboard Lease expires November 30, 2012. The Agreement expires December 31, 2012.

*Deputy County Attorney*  
Joel D. Prinsell

*Senior Assistant County Attorneys*

Robert D. Guthrie  
Edward M. Chew

*Assistant County Attorneys*

Robert Alfonso  
Linda Brehner Lanosa  
Henry Brown  
Anthony Cotter  
Dana Crosby-Collier  
Andrea DeLoach  
Whitney E. Evers  
Vanzo Galloway, Jr.  
Georgiana Holmes  
Peter A. Lichtman  
Lila I. McHenry  
Steven J. Monaco  
Scott Shevenell  
William Turner

*Legal Administrative Supervisor*

Anna M. Caban

*Paralegals*

Kimberly Cundiff  
Athy Saravanja, CP  
Taria Vargas, ACP

## **OCCC PROPERTY**

The OCCC Property on which the billboard is located was purchased in 1985 with TDT funds and is part of the Convention Center. As such it is subject to the TDT ordinance as well as the general covenants under the trust indenture securing the County's Tourist Development Tax Revenue Bonds. According to the TDT ordinance, Convention Center assets must be segregated from County General Fund assets. Under the Indenture, revenues generated by the Convention Center are normally considered operating revenues of the Convention Center. Long-term revenue generating contracts with third parties involving the Convention Center would normally be entered into after a competitive RFP process and provide for revenue to the Convention Center. By contrast, this current arrangement did not go through the County's procurement process and has generated revenues that are not subject to the normal flow of funds and contractual provisions.

## **GRANT AWARD PROCESS.**

Funding for events that promote tourism such as those held at the Aquatic Center typically goes through the evaluation and application procedure for Tourist Development Plan expenditures. Alternatively, the YMCA could request other County grant assistance. Generally speaking, either process would entail a grant agreement, standard county contract provisions and an identifiable appropriation from County funds. The current funding arrangement amounts to a YMCA grant but does not go through the same process as other events and community organizations. Moreover, by waiving the right to all revenues from the billboard, the Agreement provides no ceiling on the amount of revenues that are provided to the YMCA.

## **CONCLUSION:**

The Agreement was intended to be a temporary measure to address a financial crisis that occurred in 1992. It has continued for twenty years without having gone through the usual County process for either Tourist Development Plan funding or other grant assistance. Revenues from the billboard, if the billboard is to remain on Convention Center property, are more appropriately directed to the Convention Center.

This conclusion is not intended to reflect on the worthiness of the Aquatic Center, the YMCA or its activities. The Board could in its discretion determine to provide further assistance for the Aquatic Center or the YMCA. However, if the Board chooses to do so, it would be my recommendation that assistance be evaluated and provided through traditional County funding methods.

LIM/abg  
Attachment

S:\LMcHenry\YMCAbillboardmemo2.doc

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT THEIR MEETING  
SEP 22 1992  
C.A. #5

AGREEMENT

This is an Agreement between Orange County, Florida (hereinafter referred to as the "County"), and the Central Florida Young Men's Christian Association, a not-for-profit Florida corporation (hereinafter referred to as the "YMCA"), regarding the erection and use of a billboard sign on certain property owned by the County with the profits from such billboard sign running to the benefit of the YMCA for the limited purpose of contributing towards the funding of operation and maintenance of the Aquatic Center as more particularly described below.

PREMISES

1. The County owns that certain property upon which the Orange County Civic Center is located.

2. The YMCA owns that certain property upon which the Aquatic Center is located.

3. Both the Orange County Civic Center and the Aquatic Center are located in the Plaza International Subdivision and are subject to the Covenants and Restrictions and Development Guidelines for Plaza International.

4. To offset part of the operating and maintenance expenses of the Aquatic Center, the County is willing to lease that portion of the Orange County Civic Center property as more particularly described in Exhibit "A", as attached hereto, to the YMCA for the purpose of erecting an income producing billboard sign. Such property shall hereinafter be referred to as the "sign parcel".

5. The lease of the sign parcel as described in Exhibit "A" shall be pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the County and the YMCA agree as follows:

1. The foregoing premises are true and correct and form an integral part of this Agreement.

2. County's Duties and Obligations.

A. Upon the satisfaction to the County that YMCA has fulfilled all the duties and obligations YMCA must perform pursuant to this Agreement, the County shall execute a lease for the sign parcel in favor of YMCA.

B. The length of the lease shall be for a period of 10 years at a total rent of ten dollars (\$10.00) and shall terminate on December 31, 2002.

C. The lease shall be between the County and YMCA and shall be non-transferable and non-assignable, provided, however, the YMCA shall be allowed to enter into a lease agreement with the sign company selected by the YMCA.

D. The County shall join in and execute a joint application requesting Orange Plaza Partners, developer of Plaza International, for a limited waiver of those Covenants and Restrictions and Development Guidelines necessary to enable construction of a billboard sign on the sign parcel.

E. The County agrees to waive all rights to any profit from the revenue generated by the billboard sign in favor of the YMCA.

F. The County shall timely conduct any required reviews and shall not unreasonably withhold any approvals required by this Agreement.

3. YMCA Duties and Obligations.

A. YMCA is responsible for selecting through a bid process a sign company to own, erect, operate, maintain and remove a billboard sign on the sign parcel. The specifications for the bid proposal shall be submitted by YMCA to the County for review and approval prior to soliciting any bids. The bid schedule regarding the method of selection of a sign company shall be approved by the County.

B. YMCA agrees that the billboard sign shall be removed, at no cost to the County, on or before December 31, 2002.

C. The contract YMCA will enter into with the sign company shall provide, at a minimum, that if for any reason during the term of the lease YMCA no longer owns the Aquatic Center or ceases to operate and maintain the Aquatic Center, then:

1. YMCA shall no longer be entitled to any revenue from the billboard sign;

2. Revenue from the billboard sign in the amount equal to the cost of minimum maintenance (i.e., the cost of keeping the facility maintained in operating condition but not open for operations) shall be reimbursed to the County from the sign company on a monthly basis during the 360-day option period the County has to designate a new operator of the Aquatic Center; and

3. The sign company shall immediately remove the billboard sign upon recapturing from rental profits the actual cost of construction of the billboard; however, in no event shall the billboard sign remain on the sign parcel after December 31, 2002.

D. YMCA shall be responsible for obtaining any and all applicable permits and/or approvals for the erection of a billboard sign on the sign parcel. Similarly, YMCA is responsible for the preparation of any and all applications for such permits/approvals.

E. YMCA agrees that at all times the billboard sign shall comply with the terms and conditions of the limited waiver as such terms and conditions may exist upon the granting of such limited waiver by Orlando Plaza Partners.

4. In the event the leased property is (a) condemned in whole or in part or (b) obstructed for reasons beyond the control of the YMCA and such condemnation/obstruction prevents the sign company's ability to continue to earn market rates, then and in that event, the County shall designate a replacement parcel, which is in as close proximity to the original parcel as possible, and shall extend the original ten-year time by the amount of time necessary for removal, replacement and permitting.

5. This document sets forth the full agreement between the County and YMCA. Any prior agreements, representations or understandings, either oral or written, concerning this matter, are hereby superseded by this document.



6. This Agreement is between the County and YMCA only and shall not be transferable or assignable to any other person or entity.

7. The provisions of this Agreement may only be amended by the express written consent of both the County and YMCA as evidenced by an executed amendment to this Agreement.

WHEREFORE, based on the foregoing terms and conditions, the County and the YMCA hereby agree to be bound by this Agreement, with the effective date being the latter of the dates indicated below.

ATTEST: Martha O. Haynie,  
County Comptroller, As  
Clerk of the Board of  
County Commissioners

By: Martha O. Haynie  
Deputy Clerk

ATTEST:

Title: \_\_\_\_\_

By: \_\_\_\_\_

ORANGE COUNTY, FLORIDA

By: Thomas J. Welles, County Administrator  
for the County Chairman

Date: SEP 22 1992

YMCA

By: Rafael E. Martinez

As: \_\_\_\_\_

Date: 10/8/92

FOR THE USE AND RELIANCE  
OF ORANGE COUNTY ONLY.  
APPROVED AS TO FORM

October 9 1992  
Paul H. Chipok  
Paul H. Chipok  
Assistant County Attorney

## LEGAL DESCRIPTION

A PORTION OF LAND LYING IN LOT 1 OF PLAZA INTERNATIONAL UNIT ONE, BLOCK 'A' LOCATED IN THE NORTHWEST 1/4 OF SECTION 1 TOWNSHIP 24 SOUTH RANGE 28 EAST, ORANGE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1 PLAZA INTERNATIONAL UNIT ONE, BLOCK 'A', THENCE RUN ALONG THE NORTHERLY LINE OF SAID LOT 1, N 89°50'57" E A DISTANCE OF 220.00 FEET; THENCE RUN S 00°09'03" E A DISTANCE OF 75.00 FEET MORE OR LESS TO THE NORTHERLY EDGE OF PAVEMENT OF A PERIMETER ROAD RUNNING AROUND LOT 1 AND ALSO BEING A POINT OF CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF APPROXIMATELY 240.00 FEET CENTRAL ANGLE OF APPROXIMATELY 56°31'15" AND A CHORD BEARING OF S 39°29'36" W, THENCE RUN ALONG CURVE AND NORTHWESTERLY EDGE OF PAVEMENT A DISTANCE OF 236.75 FEET MORE OR LESS; THENCE RUN S 89°50'57" W A DISTANCE OF 75.00 FEET MORE OR LESS TO THE WEST BOUNDARY LINE OF SAID LOT 1; THENCE RUN ALONG SAID WEST BOUNDARY N 00°09'03" W A DISTANCE OF 250.00 FEET TO THE POINT OF BEGINNING.

### NOTES

1. LEGAL DESCRIPTION PREPARED BY ORANGE COUNTY SURVEY /DESIGN SECTION.
2. LEGAL DESCRIPTION INFORMATION WAS COMPLETED USING THE SITE DEVELOPMENT PLAN FOR THE EXPANSION OF THE ORANGE COUNTY CONVENTION/CIVIC CENTER.

PREPARED FOR:

ORANGE COUNTY CIVIC/CONVENTION CENTER

ORANGE COUNTY

ENGINEERING DEPARTMENT - SURVEY SECTION  
4200 WHITCOMB AVENUE ORLANDO, FLORIDA 32839-9205

SECTION 1  
TOWNSHIP 24 SOUTH  
RANGE 28 EAST  
F.I.L. \_\_\_\_\_ P.C. \_\_\_\_\_

DRAWN BY W.R.M.  
DATE 9/24/92

CHECKED BY P.F.A.  
DATE 9/23/92

JOB NUMBER  
1000-3349

SCALE:  
N/A

SHEET 1  
OF 1

DRAWING NO. 92-030



## MEMORANDUM

**TO:** Mayor Teresa Jacobs  
and  
Board of County Commissioners

**FROM:** Tiffany Moore Russell, Commissioner -- District 6

**DATE:** October 11, 2012

**SUBJECT:** Renewal of the Tri-Party Funding Agreement between Orange County BCC, Central Florida YMCA, and Clear Channel Outdoor Services

In 1992 The Central Florida YMCA acquired the fiscal responsibility for the YMCA Aquatic Center located on International Drive from the prior owner, Great Western Bank who foreclosed on the Justice Aquatic Center. As part of the agreement reached between the Central Florida YMCA, Orange County BCC, Great Western Bank, and a group of concerned citizens, led by Harris Rosen and Dr. Lucky Meisenheimer, the YMCA would receive 40% of the gross revenue generated by a Billboard sign located on the northern end of the Convention Center property.

In 1999 the sign lease was renewed for another 10 years. The current lease with Orange County is due to terminate on November 30, 2012. For the final year of the lease the rent revenue paid to the YMCA by Clear Channel was \$183,361. Throughout the twenty year inception of the lease agreement, 100% of the funds generated by the sign have been appropriated to the operations of the Aquatic Center. Because of the community impact the Aquatic Center continues to drive for the residents of this County and our Tourism Corridor, I am seeking the support of this board for an additional 10-year lease renewal of the current Tri-Party Agreement between the Orange County BCC, Central Florida YMCA, and Clear Channel Outdoor Services.

### **Impact of the YMCA Aquatic Center:**

Facts from the 2011 calendar year are as follows:

- |   |   |
|---|---|
| • Total number of swim meets                  | 33 meets  |
| • Total number of visitors from swim meets    | 54,335 people   |
| • Total hotel room annually                   | 54,000 rooms  |
| • Total Annual Financial impact of swim meets | \$16,350,000<br>(hotels, restaurants, other spending) |

**COMMISSIONER TIFFANY MOORE RUSSELL, DISTRICT 6**

201 South Rosalind Avenue, 5th Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393  
Telephone 407-836-5860 ■ Fax 407-836-5879 ■ E-Mail: District 6@ocfl.net



District 6, County Commissioner

- Total Teens using the Aquatic Center Daily 400 teens
- High Schools using the Aquatic Center 4 (Dr. Phillips H.S, Olympia H.S, Freedom H.S, The First Academy)
- Total daily usage children, teens and adults 850 people per day
- Special Olympic Swim Team 85 team members
- Total Annual Budget of the Aquatic Center \$1,921,000
- Total Jobs Created by the Aquatic Center 305 jobs  
(direct and indirect employment)
- Total Economic Impact of the Aquatic Center \$39,980,000 annually

**Action Requested:**

Implement an additional 10-year lease renewal of the current Tri-Party Agreement between the Orange County BCC, Central Florida YMCA, and Clear Channel Outdoor Services.

Thanks in advance for your consideration.

TMR/rw

cc: Ajit Lalchandani, County Administrator  
Jeffrey Newton, County Attorney  
Tom Acker, Executive Director, Orange County Convention Center

**COMMISSIONER TIFFANY MOORE RUSSELL, DISTRICT 6**

201 South Rosalind Avenue, 5th Floor ■ Reply To: Post Office Box 1393 ■ Orlando, Florida 32802-1393  
Telephone 407-836-5860 ■ Fax 407-836-5879 ■ E-Mail: District6@ocfl.net



INTEROFFICE MEM

October 29, 2012

AGENDA ITEM

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

**FROM:** Jon V. Weiss, P.E., Director *JVW*  
Community, Environmental and Development  
Services Department

**CONTACT PERSON:** Robert Spivey, Manager *Bob*  
Code Enforcement Division  
(407)836-4221

**SUBJECT:** November 27, 2012 - Consent Agenda Item(s)  
Resolutions for Special Assessment Lien(s) Lot Cleaning (40)

Pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning, the County is authorized to have property cleaned through an independent contractor when not done voluntarily by the property owner, after sufficient notice. Further, the regulation allows the Board of County Commissioners by Resolution to place Special Assessment Liens on such properties to recoup the cost of cleaning. The following properties have been cleaned at the expense of the County with associated costs as indicated.

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 12-0912	1	ROBINSON SHARON; ROBINSON GEOFFREY	\$ 210.30
LC 12-0915	1	RUDNITSKY NATALYA; RUDNITSKY VALERY	\$ 101.10
LC 12-0956	1	DOWDY CHANTE; DOWDY ISAAC	\$ 325.58
LC 12-0991	1	MOHAMED BIBI S; MOHAMED SHAWHABODEEN	\$ 394.10
LC 12-1131	1	SENNA RANDALL R	\$ 311.84
LC 12-1195	1	GERMAIN CAROLYN G	\$ 138.18
LC 12-1263	1	SPRINGER ALLEN	\$ 156.06
LC 12-1267	1	BENBRAHIM AOUATIF	\$ 100.14
LC 12-1269	1	RODRIGUEZ ERVING	\$ 319.98
LC 12-0945	2	TORRES BLANCA L	\$ 118.38
LC 12-1029	2	GOODMAN WILLIAM H	\$1,245.10
LC 12-1037	2	VAN METER CHRISTOPHER C	\$ 118.74
LC 12-1068	2	TOTKA RYAN J	\$ 85.50
LC 12-1139	2	ALI TERRANCE WAJID	\$ 145.14
LC 12-1245	2	SAAMS COMMERCIAL PROPERTY INC	\$ 324.82

<u>Case No.</u>	<u>Dist.#</u>	<u>Property Owner</u>	<u>Amount*</u>
LC 12-1275	2	WTH-OAKMONT MORTGAGE POOL 217 LP	\$ 149.46
LC 12-1278	2	JONES ALMA	\$ 140.94
LC 12-1317	2	VANLE BUL	\$ 95.70
LC 12-0952	3	DIAZ ALBA N	\$ 102.79
LC 12-1205	3	NWANDU VIVIAN M	\$ 145.72
LC 12-1247	3	NETH DOUGLAS R; BURCH PATRICIA G	\$ 154.45
LC 12-0948	4	GELDNER MICHAEL HATCHER TR	\$ 1,533.26
LC 12-1089	4	GREGOR JOEL	\$ 104.65
LC 12-1295	4	PETERS ANGELLA	\$ 87.66
LC 12-1407	4	MARTINEZ DAVID; LUNA JANET	\$ 176.58
LC 12-1190	5	RUSSELL JOHN L III	\$ 316.22
LC 12-1216	5	HERNANDEZ RAFAEL	\$ 240.58
LC 12-0993	6	MATTHEWS LUCILLE; SIMMONDS HECBURN	\$ 148.14
LC 12-1106	6	HUDSON ANTONIO L	\$ 78.66
LC 12-1129	6	ARMSTRONG MATTHEW C	\$ 108.66
LC 12-1141	6	RAMNAUTH CHAITRAM; RAMNAUTH SURSATTI	\$ 130.26
LC 12-1151	6	DOW MICHAEL	\$ 118.26
LC 12-1156	6	LINDSEY THORPE	\$ 133.26
LC 12-1171	6	BOYER BONNIE ESTATE	\$ 116.46
		ABREU WILSON SAMUEL; ABREU VICTOR S;	
LC 12-1176	6	ABREU EDWIN	\$ 110.10
LC 12-1193	6	HAYES THERESA L; HAYES JESSE R	\$ 106.74
LC 12-1196	6	NIEVES ANN	\$ 121.14
LC 12-1230	6	BRUNO ROBERT; BRUNO GLORIA T	\$ 99.78
LC 12-1237	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 149.10
LC 12-1291	6	LEWIS REAL ESTATE HOLDINGS LLC	\$ 129.06

Copies of the Resolutions for the Special Assessment Liens are on file and available for review in the Code Enforcement Division.

\* Administrative costs to process and collect on these cases have been added.

**ACTION REQUESTED:** Approval of Orange County, Florida, Resolutions Establishing Special Assessment Liens for Lot Cleaning Services and approval to record Special Assessment Liens on property cleaned by Orange County, pursuant to Orange County Code, Chapter 28, Nuisances, Article II, Lot Cleaning. All Districts

JVW/RS:rg

Attachments

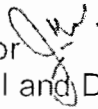


Interoffice Memorandum

AGENDA ITEM

November 12, 2012

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

FROM: Jon V. Weiss, P.E., Director   
Community, Environmental and Development Services  
Department Office

SUBJECT: November 27, 2012 - Consent Item  
Resolution entitled, Central Florida's "Open for Business"

Over the past year, Orange County has been participating in a project entitled "Open for Business," with *myregion.org*, a coalition of Central Florida's business associations established to address the region's economic recovery. Focused on identifying economic and regulatory barriers, this broad-based coalition represents thousands of employers in the eight-county Central Florida service footprint made up of Brevard, Lake, Orange, Osceola, Polk, Seminole, Sumter, and Volusia counties. The coalition's organizing committee includes: *Associated Builders & Contractors, Central Florida Partnership, Florida Bankers Association, Home Builders Association of Metro Orlando, Metro Orlando Economic Development Commission, Orlando Regional Realtor Association, and Workforce Central Florida.*

The main goal of "Open for Business" is to promote a business climate, great service, job creation, and business investment. This is to be accomplished by taking a regional approach to streamlining the permitting process by setting common and high permitting standards throughout Central Florida's counties and municipalities. Key principles include customer service, pre-application review, minimize cost, ensure the ombudsman role, time is of the essence, minimize approval steps, process improvements, and post project approvals.

Orange County staff has been working with *myregion.org* on the "Open for Business" initiative for over a year, meeting regularly with staff from cities and counties throughout Central Florida, as well as . This working group has reached consensus on these principles and has begun to share examples of best practices from around the region.

Page Two

November 27, 2012 - Consent Item

Resolution entitled, Central Florida's "Open for Business"

The attached resolution contains many concepts already established in Orange County or discussed as part of the Mayor's Regulatory Streamlining Task Force (RSTF). Approval of the resolution affirms Orange County's commitment to implementing these principles throughout 2013.

If you have any questions, please feel free to contact me at 407 836-5393.

**ACTION REQUESTED:** Approval of Resolution of the Orange County Board of County Commissioners regarding a Resolution Supporting Central Florida's "Open for Business" Initiative to Promote Business Climate, Great Service, Job Creation, and Business Investment; and Providing an Effective Date. All Districts

JVW/ACP: rep

Attachment



**RESOLUTION**  
*of the*  
**ORANGE COUNTY BOARD OF COUNTY  
COMMISSIONERS**  
*regarding*

**A RESOLUTION SUPPORTING CENTRAL FLORIDA’S  
“OPEN FOR BUSINESS” INITIATIVE TO PROMOTE  
BUSINESS CLIMATE, GREAT SERVICE, JOB CREATION,  
AND BUSINESS INVESTMENT; AND PROVIDING AN  
EFFECTIVE DATE.**

Resolution No. 2012- \_\_\_\_

**WHEREAS**, a reputation for a sound business climate is vital to the reputation of regions around the globe; and

**WHEREAS**, Central Florida is the 19th largest region in the United States and home to over 3.8 million people; and

**WHEREAS**, Orange County, Florida (“Orange County”) is united with other governments in the region to ensure Central Florida is a great destination for business, capital and employment; and

**WHEREAS**, sustaining and growing resident businesses of all sizes is vital to economic stability and employment; and

**WHEREAS**, competition for capital investment and industry diversification often rests on a market’s ability to provide outstanding customer service; and

**WHEREAS**, the impacts of the prolonged recession require collaboration across jurisdictions and sharing of promising practices; and

**WHEREAS**, an initiative called Central Florida “Open for Business” has identified licensing and permitting, and overall business communications and transactions, as breakthrough areas for reputation-building and business confidence; and

**WHEREAS**, Orange County wants to honor the work of the teams involved in “Open for Business” research and due diligence; and

**WHEREAS**, “Open for Business” has identified areas for collaboration, improvement, and measurement; and

**WHEREAS**, streamlined permitting will send a positive message to new, expanding, and relocating businesses; and

**WHEREAS**, Orange County is committed to promoting clear, data-driven decision-making and regional collaboration; and

**WHEREAS**, local governments have independently and collectively developed useful, productive, and meaningful practices that ensure business compliance and seamless service.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:**

**Section I.** That Orange County endorses the following joint statement of regional work groups relative to streamlined permitting:

*We are confident that the identification and removal of regional barriers constraining existing and new business enterprises inspires employer confidence and job creation, and distinguishes Central Florida as a place that is truly “Open for Business.” We see local governments within our region joining together to set high standards for streamlined permitting processes that allow businesses to open quickly, so that people are able to work. New and incumbent businesses deserve those same high standards wherever they do business in Central Florida. The “Open for Business” recommendations are difficult but “do-able.” They ensure meaningful and measureable progress toward our goals. We must remove obstacles to participating in the new economy. These are our priority actions. (“Open for Business” Report: Leaders in Eight Counties Identify Ways to Create More Jobs. Fall 2011. Page 2.)*

**Section II.** That Orange County will endeavor to be guided by the key principles of:

- A. Sharing success and seeking common ways to measure progress
- B. Communicating breakthroughs inside and outside of Central Florida
- C. Developing and adopting promising practices and technologies
- D. Celebrating breakthroughs among co-signee peers
- E. Watching and evaluating other markets
- F. Listening to the customer
- G. Understanding and developing a culture of customer service

**Section III.** That Orange County will consider the following actions and approaches to ensure success:

A. CUSTOMER SERVICE – Promote a positive, pro-active attitude in the staff project review team, throughout the entire process, to help the customer make his or her project a reality.

B. PRE-APPLICATION REVIEW – Provide for each pre-application project review to include all applicable departments. Build an integrated, multi-departmental approach over time.

C. ESTABLISH AN OMBUDSMAN – Provide one point of contact to guide customers throughout the entire approval process.

D. TIME IS OF THE ESSENCE – Establish timelines for project approvals to advance savings of time and money for the customer and the taxpayer.

E. MINIMIZE APPROVAL STEPS – Minimize the steps for project approval depending on the scope of development request, including but not limited to planned unit development, subdivision, and permitted conditional use.

F. PROCESS IMPROVEMENTS – Commit to regular evaluations of the development review and permitting process to ensure an efficient and value-added process. Implement process and technology improvements as appropriate and feasible.

G. POST PROJECT APPROVAL – After project approval is achieved, minimize the time and steps for project permit amendments and/or revisions.

H. CONSISTENCY AND EXECUTION FOR REGIONAL IMPACT AND REPUTATION – Promote common language and consistent measures to prove regional impact and commitment.

**Section IV.** This resolution shall take effect immediately upon adoption.

**DONE AND ORDERED IN OPEN MEETING.**

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_

Teresa Jacobs

Orange County Mayor

ATTEST: Martha O. Haynie, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk



Interoffice Memorandum

AGENDA ITEM

November 8, 2012

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

FROM: Jon V. Weiss, P.E., Director *J.V.W.*  
Community, Environmental and Development  
Services Department

**CONTACT PERSON: Lori Cunniff, CEP, CHMM, Deputy Director  
Community, Environmental and Development  
Services Department  
(407) 836-1406**

SUBJECT: November 27, 2012 – Consent Item  
FDOT Joint Participation Agreement No. APS17 Amendment  
No. 1, Lake Mary Jess Drainage and Water Quality

The Environmental Protection Division (EPD) is requesting approval of Amendment No. 1 to the State of Florida Department of Transportation (FDOT) Joint Participation Agreement, Contract No. APS17 (Agreement) for the construction of pollutant removal structure on State Road 527 outfall to Lake Mary Jess. Amendment No. 1 will extend the expiration date of the above-referenced Agreement from December 31, 2012 to December 31, 2013.

The Board of County Commissioners approved the original Agreement on October 27, 2009. Subsequently, FDOT extended the Agreement's expiration date to December 31, 2012.

The Lake Mary Jess Drainage and Water Quality Improvement Project is designed to improve the water quality of Lake Mary Jess, by treating raw stormwater from the State Road 527 Outfall. This project will redirect the Outfall into a redesigned treatment pond to increase retention time; thus increasing the separation of suspended solids while decreasing the nutrient load draining into Lake Mary Jess. The Lake Mary Jess Drainage and Water Quality Improvement Project's design phase is complete and the project is entering the construction phase. The construction phase is estimated to be completed by April 2013.

Page Two

November 27, 2012 – Consent Item

FDOT Joint Participation Agreement No. APS17 Amendment No. 1, Lake Mary Jess Drainage and Water Quality

The total budget for construction is \$499,760, with FDOT contributing \$100,000 towards the total cost. Additional funding sources include Orange County, City of Edgewood, and a grant from the Florida Department of Environmental Protection.

This Amendment was reviewed by the County Attorney's Office and approved as to form.

**ACTION REQUESTED:** Approval of State of Florida Department of Transportation Joint Participation Agreement Amendment Number 1 to Contract No: APS17 FM# 422615-2-58-01 between the State of Florida Department of Transportation and Orange County for the Lake Mary Jess Drainage and Water Quality Improvement Project, to extend the expiration date to December 31, 2013. District 4

JVW/LC: mn

Attachments

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**JOINT PARTICIPATION AGREEMENT**  
**AMENDMENT NUMBER 1**

**EXECUTION DATE:** \_\_\_\_\_

Financial Management Number: 422615-2-58-01	Fund: DS Function: 215 Contract Amount: \$ 100,000	FLAIR Approp: 088717 SAMAS Obj.: 563007
Agency: Orange County Contract No: APS17		Org. Code: 55054010508 Vendor No.: F596000773 173

The terms of the original Joint Participation Agreement, executed on **December 11, 2009**, are hereby amended as follows:

The purpose of this Amendment is to extend the contract services ending date for the Project described as "Construction of Pollutant Removal Structure on State Road 527 Outfall to Lake Mary Jess".

The COUNTY agrees to complete the project services on or before December 31, 2013. The DEPARTMENT approves the contract time extension. If the COUNTY does not complete the project services within this time period, an extension of time for the project services must be requested by the COUNTY and granted in writing by the DEPARTMENT.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents be executed, the day and year first above written.

**ORANGE COUNTY, FLORIDA**  
**By: BOARD OF COUNTY COMMISSIONERS**

**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Teresa Jacobs  
Orange County Mayor

By: \_\_\_\_\_

Alan E. Hyman, P.E.  
Director of Transportation Operations

Attest: Martha O. Haynie, County Comptroller  
As Clerk to the Board of County Commissioners

Attest:

By: \_\_\_\_\_

Deputy Clerk

\_\_\_\_\_

Executive Secretary



DATE: November 6, 2012

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

FROM: Michael A. Tidwell, Chief  
Orange County Corrections Department

CONTACT  
PERSON: Frank A. Priola, OCCD Fiscal Manager, 407-836-3511

SUBJECT: Consent Agenda Item – November 27, 2012  
Approval of Grant Award

The Orange County Corrections Department has applied for and received funding from the U.S. Department of Justice, Bureau of Justice Assistance under the State Criminal Alien Assistance Program. This program reimburses eligible local governments for costs incurred for the incarceration of undocumented criminal aliens. This is the twelfth year that the Corrections Department has applied for and received funding. The current year's award is \$137,647.

**ACTION REQUESTED:**

- **Approval of the U.S. Department of Justice, Bureau of Justice Assistance under the State Criminal Alien Assistance Program for FY 2012 in the amount of \$137,647 for reimbursement of costs incurred for the incarceration of undocumented criminal aliens. No local match is required.**

MAT/rj

cc: Ajit Lalchandani, County Administrator  
Linda Weinberg, Deputy County Administrator  
Cornita Riley, Deputy Chief, Operations  
Jill Hobbs, Deputy Chief, Administration  
File

Attachments




Corrections  
Department

Fiscal Services  
Division

Frank A. Priola  
Fiscal Manager

407-836-3511

## Interoffice Memorandum

Date: November 6, 2012  
To: Michael A. Tidwell, Chief of Corrections  
From: Frank A. Priola, Fiscal Manager   
Subject: Summary of State Criminal Alien Assistance Program (SCAAP) grant submission and award

---

As a correctional facility that houses undocumented alien inmates, we qualify for an annual SCAAP grant from the U.S. Department of Justice. This grant is an off-set/reimbursable grant.

Our submission includes total inmate population days, the number of alien inmate days and Correctional Officer salary expenses. DOJ awards the funding based on our submission data and federal funding availability. The current grant submission was processed in June of this year with data relative to the period of July 1, 2010 through June 30, 2011.

This year's grant award is \$137,647; in order to accept the grant funding, we need to submit the documentation through the Board of County Commissioners as a consent item and then drawdown the funds into the Orange County bank account. Once accomplished, the Comptroller will post the monies into a grant fund.

Feel free to contact me if there are any other questions.

FAP

cc. File





Home | Programs | State Criminal Alien Assistance Program (SCAAP)

## STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)

**NEW!** BJA is pleased to announce that the FY 2012 State Criminal Alien Assistance Program (SCAAP) awards are complete. Click [here](#) to view the FY 2012 SCAAP award amounts. BJA will e-mail all FY 2012 SCAAP jurisdictions when the SCAAP awards are ready for drawdown in the next week.

### *Update on the Discontinuance of Payments for "Unknown" Alien Status Inmate Days*

The Department of Justice (DOJ) will postpone the elimination of reimbursements for the unknown category of SCAAP inmates for 1 year, which includes the payment of FY 2012 SCAAP awards. The delay of this change will provide a significant opportunity for local governments to work collaboratively with the U.S. Department of Homeland Security (DHS) to improve local processes for detainee identification, in anticipation of discontinuing payments for unknown inmates next year. SCAAP grantees are strongly encouraged to work collaboratively with DHS in the following programs in order to increase their inmate alien status verifications. These programs include:

- **Secure Communities Program:** This program leverages an existing information sharing capability between DHS and DOJ to quickly and accurately identify aliens who are arrested for a crime and booked into local law enforcement custody. With this capability, the fingerprints of everyone arrested and booked are not only checked against Federal Bureau of Investigation (FBI) criminal history records, but they are also checked against DHS immigration records. If fingerprints match DHS records, the Bureau of Immigration and Customs Enforcement (ICE) determines if immigration enforcement action is required, considering the immigration status of the alien, the severity of the crime and the alien's criminal history. For more information, see the following web site: [www.ice.dhs.gov/secure\\_communities/](http://www.ice.dhs.gov/secure_communities/)
- **287(g) Program:** The 287(g) program allows a state and local law enforcement entity to enter into a partnership with ICE in order to receive delegated authority for immigration enforcement within their jurisdiction. This allows the officials in the jurisdictions to match inmate records prior to the SCAAP application process. For more information, see the following web site: [www.ice.dhs.gov/immigration/287g.htm](http://www.ice.dhs.gov/immigration/287g.htm)
- **The Law Enforcement Support Center (LESC):** LESC is a single national point of contact that provides timely customs information and immigration status and identity information and real-time assistance to local, state and federal law enforcement agencies on aliens suspected, arrested or convicted of criminal activity. For more information, see the following web site: [www.usa.gov/LESC/](http://www.usa.gov/LESC/) or call 800-872-6000

### FY 2012 SCAAP Data:

[FY 2012 SCAAP Award List](#)

[FY 2012 SCAAP Guidelines](#)

[FY 2012 ICE Country Codes](#)

[FY 2012 Inmate Data File Format](#)

### Other Federal Sources of Detention Funding:

For jurisdictions that participate in SCAAP and the Southwest Border Prosecution Initiative or Northern Border Prosecution Initiative (SWBP/NI and NBPI), do not include inmate records that are submitted in the SWBP/NI/NBPI application unless you can verify that the inmate records submitted in the SWBP/NI/NBPI application are only for pretrial detention and the SCAAP inmate records for the same individual are for the post-trial detention. BJA will conduct a review comparison between the SWBP/NI/NBPI and SCAAP applications for each jurisdiction prior to award calculation.

### Overview:

BJA administers the State Criminal Alien Assistance Program (SCAAP) in conjunction with the Bureau of Immigration and Customs Enforcement (ICE) and Citizenship and Immigration Services, Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions for violations of state or local law, and incarcerated for at least 4 consecutive days during the reporting period.

### Use of SCAAP Awards

The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XII) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only.

### FY 2007-2012 SCAAP Use of Funds List

- Salaries for corrections officers
- Overtime costs
- Corrections work force recruitment and retention
- Construction of correctional facilities
- Training/education for offenders
- Training for corrections officers related to offender population management
- Consultants involved with offender population
- Medical and mental health services
- Vehicle rental/purchase for transport of offenders
- Prison industries
- Pre-release/reentry programs
- Technology involving offender management/inter-agency information sharing
- Disaster preparedness continuity of operations for corrections facility

### Reporting Period

The reporting period for the FY 2012 application period is July 1, 2010 through June 30, 2011. Only qualifying inmates who served 4 or more days during this period may be included in the FY 2012 SCAAP application.

**Eligible Inmates—Applicant Responsibilities**

Unless otherwise prohibited, applicants may submit records of inmates in their custody during the reporting period who: were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship; were in the applicant's custody for four or more consecutive days during the reporting period; were convicted of a felony or second misdemeanor for violations of state or local law; were identified and reported using due diligence.

**Qualifying Criminal Charges and Convictions**

To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive days during the reporting period. Once a person meets these criteria, all pretrial and post-conviction time served from July 1, 2010 through June 30, 2011 may be included in the FY 2012 application.

**Entering Inmate Data**

If the Alien Number is unknown for an individual inmate, enter all zeroes in the A number field. Do not use letters (A) or symbols (dashes, etc.). Also, use zeros (0) as the beginning digit(s) if the A-number is fewer than 9 digits.

The FBI number is issued by the FBI to track arrests and fingerprint records. If this number is not available, leave this field blank by inserting 10 spaces. If the FBI number is fewer than 10 characters, enter the number first, and then insert spaces for the remainder of the field length.

**Qualifying Salary Data**

Salary information reported in the SCAAP application must reflect the total salaries and wages paid to full and part-time correctional officers and others who meet the SCAAP definition (see the FY 2012 SCAAP Guidelines). The reported sum should total the jurisdiction's actual salary expenditures for the applicable reporting period (July 1, 2010 to June 30, 2011). The reported salary should not be a projection, estimate, or average. Correctional Officer salary costs may include premium pay for specialized services (e.g., bilingual officers), shift differential pay, and fixed-pay increases for time in service. Salary costs may also include overtime required by negotiated contract, statute, or regulation (e.g., union agreements, contractual obligations, minimum staffing requirements, etc.). Benefits should not be included in the salary costs.

**Chief Executive Officer**

SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the SMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. The CEO is generally considered the highest ranking elected or appointed official of a unit of government. An application without the CEO information included will be significantly delayed.

**Legislation**

SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322.

NEWS AND INFO	ADMINISTRATIVE ABILITY	TRAINING & TB	DE-AUTH RESOURCES	CONTACTS	INTELLIGENCE	FAQs	ARCHIVES

CO	El Paso County	\$110,294.00
CO	County of Adams	\$119,361.00
CO	County of Boulder	\$125,414.00
CO	Garfield County	\$126,640.00
CO	County of Arapahoe	\$148,789.00
CO	County of Weld	\$239,626.00
CO	City and County of Denver	\$323,166.00
CO	State of Colorado	\$2,251,529.00
CT	State of Connecticut Department of Correction	\$1,009,263.00
DE	Delaware Department of Correction	\$74,117.00
FL	COUNTY OF GILCHRIST	\$780.00
FL	County of Taylor	\$1,508.00
FL	County of Madison	\$2,578.00
FL	County of Nassau	\$4,536.00
FL	Charlotte County	\$5,302.00
FL	Hernando County	\$5,789.00
FL	Putnam County	\$5,790.00
FL	County of Suwannee	\$8,294.00
FL	COUNTY OF GADSDEN	\$9,016.00
FL	Okaloosa County Board of County Commissioners	\$10,106.00
FL	County of Okeechobee	\$12,753.00
FL	Hendry County	\$16,700.00
FL	County of Clay	\$24,341.00
FL	County of Desoto	\$24,502.00
FL	Sumter County	\$26,716.00
FL	County of Hardee	\$28,535.00
FL	Alachua County	\$29,110.00
FL	Highlands County	\$30,561.00
FL	COUNTY OF POLK	\$33,576.00
FL	Leon County	\$35,912.00
FL	Osceola County Board of County Commissioners	\$36,504.00
FL	Marion County Board of County Commissioners	\$43,096.00
FL	County of Volusia	\$43,967.00
FL	Pasco County	\$49,560.00
FL	Seminole County	\$52,509.00
FL	Lake County	\$53,587.00
FL	Miami Dade County	\$59,120.00
FL	County of Sarasota	\$71,602.00
FL	County of Brevard	\$72,708.00
FL	County of Indian River	\$78,306.00
FL	City of Jacksonville	\$79,369.00
FL	Manatee County	\$88,450.00
FL	Pinellas County	\$131,619.00
FL	County of Martin	\$132,273.00
FL	St Lucie County	\$136,236.00
FL	Orange County	\$137,647.00
FL	County of Lee	\$151,775.00
FL	Broward County	\$169,245.00
FL	Collier County	\$280,583.00
FL	County of Hillsborough	\$382,615.00
FL	Palm Beach County	\$403,000.00
FL	State of Florida	\$9,842,541.00
GA	County of Crisp	\$112.00
GA	Harris County	\$1,143.00
GA	County of Greene	\$1,519.00
GA	Bibb County Board of Commissioners	\$2,213.00



Interoffice Memorandum

AGENDA ITEM

November 2, 2012

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director  
Family Services Department

FROM: Jacquelyn Jenkins, Manager  
Family Services Department  
Head Start Division

Contact: Khadija Pirzadeh, 68912  
Jacquelyn Jenkins, 68998

SUBJECT: Orange County Family Services Department  
Head Start Division Standard Operating Procedures  
BCC Meeting 11/27/12 Consent Agenda/All Districts


The Head Start Division requests Board approval of the Orange County Family Services Department, Head Start Division Standard Operating Procedures (SOPs), as required annually by the U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start. The SOPs establish operational and technical components of the Head Start Program.

These formal written guidelines serve as instruction for Program Performance Standards as follows: 1304.20, 1304.22, 1304.23, 1304.40, 1304.50, 1304.51, 1304.52, 1304.53, 1305.40, 1305.50, 1305.60, 1305.70, 1306.23, 1310.20, 13047.53; 45CFR 92.20, 92.24, 92.30, 92.32; 65C-22.002, 65C-22.004, and Head Start Act 648A; Orange County Administrative Regulations 6.12, 6.15 and 403.2; USDA Regulations 7 CFR part 226. The Head Start Policy Council approved the Head Start Division's SOPs on April 19, 2012 and October 18, 2012.

**ACTION REQUESTED:** Approval of the Orange County Family Services Department, Head Start Division Standard Operating Procedures for Program Performance Standards.

JJ/kp

C: Linda Weinberg, Deputy County Administrator, County Administrator's Office  
Wanzo Galloway, Assistant County Attorney, County Attorney's Office  
John Petrelli, Manager, Risk Management Division  
Yolanda S. Brown, Manager, Fiscal Division, Family Services Department  
Jamille Clemens, Grants Supervisor, Finance Division  
Patria Morales, Grants Coordinator, Office of Management & Budget

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: Orange County Administrative Regulations 6.12 (A)&amp;(E)</b></p>	<p>6.12 INVOICE PAYMENT PROCEDURES A. Proper Invoice /Payment Request Requirements.(A) To process payment for goods and/or services received, it is essential that the Comptroller's Office receive a proper invoice or payment request that is acceptable in the sole reasonable discretion of said Office. As such, the following represents the requirements for an invoice to be considered a proper invoice for payment. (E). An authorized signature approval for purchase shall appear on the payment package presented to the Comptroller's Office for payment. In addition, a different authorized signature must appear on the payment package evidencing receipt of the goods or services.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Non-Authorized Purchases (Internal)</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Fiscal</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>5/23/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

**I. Purpose**

To establish procedures for processing payment of invoices when regular purchasing procedures via purchase order or purchasing card were not followed.

**II. Procedures**

1. The Head Start Division will submit related invoices to the Family Services Fiscal Division accompanied by a memo using the attached format from the Department Director (see attached example). This memo will explain why proper purchasing procedures were not followed and what corrective actions will take place to ensure the error does not reoccur. The memo should include the accounting line for payment of the invoice.
2. Memos for purchases will be addressed to the Purchasing and Contracts Manager through the Family Services Department Director from the Head Start Division Manager and copied to the Family Services Fiscal Division Manager.
3. The Family Services Fiscal Division staff will:
  - Ensure the accounting line is correct, verify funds are available, and prepare a check request for processing by the Finance Department.
  - Approval will be obtained from the Family Services Fiscal Division Manager and Director, and then the payment request is forwarded to the Purchasing and Contracts Department for approval.
  - Purchasing obtains the County Administrator's approval if needed and forwards the payment request to Finance for processing.
4. Non-PO's should be avoided.

**NOTE: Refer to Non-Purchase Order Transactions Section 14 of the Purchasing Procedures Manual.**



## Orange County Family Services Department Head Start Division

### Standard Operating Procedures

#### Head Start Performance Standards: Orange County Administrative Regulations 6.15 (B)

6.15 GRANT APPLICATION AND APPROVAL PROCESS B. Grant Award/ Agreement Approval – Should an application receive funding, BCC approval and execution by the Orange County Mayor or his/her designee shall be required to enter into binding agreements/contracts before grant funds are accepted by the County. However, if the grant award is conditioned upon substantial changes to the grant as presented to the GOC, additional review by the GOC and OMB may be required. OMB shall be responsible for establishing written procedures for presenting grant awards/contracts and amendments to the BCC for approval. Amendments to existing grant agreements/contracts that are considered non-material, as determined by OMB, can be executed by the County Mayor or his/her designee.

<b>Title:</b>	<b>Budget Process</b>
<b>Program Design &amp; Management:</b>	<b>Fiscal</b>
<b>Revision Date:</b>	<b>5/2/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

#### I. Purpose

To establish procedures for the preparation of the Head Start budget.

#### II. Procedures

In order to ensure the planning and administration of Head Start grant funds comply with federal, state, and local government regulations, the following steps will be adhered to:

- The Head Start Division, in collaboration with the Policy Council (PC), will establish and staff a Planning and Budget Committee to oversee the planning and distribution of the Head Start budget. This committee will be comprised of staff from the Head Start Fiscal Program Manager, Head Start staff, and the PC.
- The Head Start Division Manager is responsible for the following:
  - Requesting budget needs and recommendations from all staff
  - Prioritizing funding requests
  - Compiling all requests and recommendations
  - Preparing budgets in accordance with funding guidance from grantors
- The Planning and Budget Committee is responsible for analyzing and presenting recommendations of the budget package to the PC.
- Once the PC approves the budget recommendations, the Head Start Fiscal Program Manager will prepare the budget in accordance with local, state and federal regulations. The Head Start Division Manager is responsible for submitting the budget to the Board of County Commissioners (BCC) for final approval and execution.
- After final execution by the BCC, the signed grant application is mailed to the Head Start Regional Office and uploaded to the Head Start Enterprise System for federal review and approval.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

**Head Start Performance Standards:  
USDA Regulations 7 CFR part 226**

Meal Counts must be taken at the point of service and must be recorded within one hour of the end of the meal service. Regardless of the recording method used (e.g. paper or electronic) a child must be observed receiving a meal for that meal to be counted. Only eligible children enrolled at the child care center and receiving meals can be counted and claimed for meal reimbursement. (Note: All Head Start children are eligible)

**Title:**

**Meal Count Report**

**Early Childhood Development &  
Health Services**

**Child Nutrition Services**

**Revision Date:**

**5/2/2012**

**Policy Council Approval Date:**

**10/18/2012**


**I. Purpose**

To comply with USDA requirements for reimbursement, a daily count of all meals served to children is required on the Child Care Food Program (CCFP) Monthly Meal Count Worksheet.

**II. Procedures**

1. Meal Counts are recorded daily on the CCFP Monthly Meal Count Worksheet within one (1) hour after each meal is served.
2. The Center Supervisor will enter the daily meal counts in Childplus by the end of each day.
3. The Monthly Meal Count Worksheet, Daily Attendance and Meal Count Worksheet (form 2315), and the Children's 5-Day Menu are submitted to the Sr. Nutrition Coordinator on a weekly basis by close of business each Friday, unless the last day of the month is any day other than Friday.
4. To ensure the accuracy of monthly reimbursement reports submitted to the U.S. Departments of Agriculture, the Sr. Nutrition Coordinator will ensure that attendance and meal counts are reconciled on a weekly basis.
5. Adults are included on the CCFP Monthly Meal Count Worksheet for expense purposes only.



	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: 45CFR 92.20(b)(3)</b></p>	<p>(b)(3) Internal control. Effective control and accountability must be maintained for all grant and sub-grant cash, real and personal property, and other assets. Grantees and sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Check Requests</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Fiscal</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>5/23/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

**I. Purpose**

To establish procedures for requesting checks for vendors who do not accept the P-Card and purchase orders.

**II. Procedures**

In order to ensure the Division can obtain checks in the most expedient manner, the following procedures will be followed:

1. The Head Start Fiscal Program Manager will access Orange County's Advantage Accounting application and will verify if the dollar amount is available in the budget.
2. The Check Request Form must be completed in its entirety including name of vendor, name of goods/services, price of item, and any additional information which facilitates the processing of the check.
3. The Head Start Fiscal Program Manager will sign the Check Request form and forward it to the Family Services Fiscal Division for processing.
4. If the requestor does not specify that the check should be returned to the Head Start Division it will be mailed to the vendor.
5. In the event that a check is returned to Head Start for distribution, the requestor must sign a copy of the check as evidence that it was received.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:  
45CFR 92.20(b)(3)

(b)(3) Internal control. Effective control and accountability must be maintained for all grant and sub-grant cash, real and personal property, and other assets. Grantees and sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

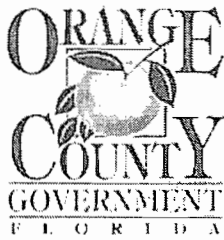
Title:	Internal Purchasing Card Approval Process
Program Design & Management:	Fiscal
Revision Date:	5/23/2012
Policy Council Approval Date:	10/18/2012

I. Purpose

To ensure an efficient method of purchasing goods and services that are, **Allowable, Applicable, and Reasonable** not to exceed \$1,500.00 per purchase.

II. Procedures

1. The following monthly limits have been established for Head Start Purchasing Cardholders:
  - Coordinators \$10,000.00
  - Others \$5,000.00
2. Cardholders, who are responsible for purchasing food for special diets, must obtain approval from the Fiscal Program Manager or designee prior to the purchase.
3. For events where food will be served and purchased with a P-Card, the receipt must be accompanied by the following:
  - Sponsorship of Events form that is completed and signed prior to the purchase
  - An agenda from the event
  - Sign-in sheet that includes the signature of the trainer and/or participant(s), their title (trainer, parent, student, etc.), and the center, agency or division represented
4. For purchases over \$500.00, all cardholders must obtain approval from the Head Start Division Manager or designee prior to the purchase.
5. Each cardholder will maintain a monthly log of any purchasing card transactions and the account line that will be charged along with the original receipt(s). If the original receipt is not obtained the following procedures will be followed:
  - Faxes, printouts from websites, or photocopies of receipts from vendors must have "Use as Original" written on it along with the cardholder's signature to validate the receipt.
  - When the original receipt is printed on thermal paper, the receipt must be copied and the original taped on top of the copy.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	45CFR 92.20(b)(3)
Title:	Internal Purchasing Card Approval Process (continued)
Program Design & Management:	Fiscal
Revision Date:	5/23/2012
Policy Council Approval Date:	10/18/2012

- For missing receipts, a copy or recalled receipt must be obtained from the vendor. If this is not possible, then the cardholder must write a memo titled "missing documentation" to explain what happened to the original receipt. The memo must be signed by the cardholder, the Division P-Card Representative, and the Division Manager or a designee.
6. Every transaction on a P-Card must be justified in Payment Net. A complete justification must include a summary of what was purchased, why it was purchased, which employee or center it was purchased for, and if applicable, how it is used. The appropriate account lines will be entered on the same page in Payment Net.
  7. P-Card statements are available online on or after the 5<sup>th</sup> of every month. The P-Card holder will retrieve and print their statement for reconciliation with their monthly log.
  8. The monthly log of expenditures, original receipts with backup documentation, and the signed P-Card statement will be forwarded to the P-Card Representative, no later than the 15<sup>th</sup> of the month, unless otherwise directed.
  9. Once approved, the P-Card Representative will copy and file the P-Card statement packages, providing a copy to the Program Manager of Fiscal. A copy of those statement packages including USDA purchases are forwarded to the Family Services Fiscal Office. The original statement packages must be hand carried to the Comptroller's Office on or before the 25<sup>th</sup> of the month. If the 25<sup>th</sup> falls on a weekend or a holiday they must be submitted on the Friday before.

Purchase Cardholder Responsibilities (P-Card)

1. The P-Card holder must safeguard the P-Card to prevent unauthorized individuals from making purchases.
2. Purchases must follow the appropriate guidelines of material and services that are, **Allowable, Applicable and Reasonable**.
3. Purchases are logged on the monthly P-Card Purchase Report as they occur.
4. P-Card holders must collect and save original sales receipts, and match the original receipts with the monthly statement.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	45CFR 92.20(b)(3)
Title:	Internal Purchasing Card Approval Process (continued)
Program Design & Management:	Fiscal
Revision Date:	5/23/2012
Policy Council Approval Date:	10/18/2012

5. The P-Card holder will review the monthly statement for the validity of all transactions. If there are no corrections the P-Card holder will sign the monthly statement authorizing the charges and return it to the P-Card Representative by the 15<sup>th</sup> of the month.
6. Supervisors will review the monthly statement with the P-Card holder to discuss expenditures and review identified charges that need to be disputed.
7. If a P-Card holder makes an unauthorized charge(s), they must write a memo of explanation that is attached along with a check or money order made payable to the Orange County Board of County Commissioners (OCBCC).

**P-Card Use Limitations**

1. **CARDHOLDER USE ONLY** - Only the employee whose name is embossed on the card may use the P-Card. No other person is authorized to use the card.
2. **COUNTY PURCHASES ONLY** - The P-Card is to be used for county authorized purchases only. The P-Card cannot be used for personal items and any such use will require immediate reimbursement.
3. Misuse of the P-Card will result in disciplinary action, up to and including termination.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

**Head Start Performance Standards:  
45CFR 92.20(b)(6)**

(b)(6) -- Source documentation Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents, etc.

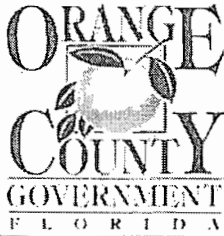
<b>Title:</b>	<b>Timesheets</b>
<b>Program Design &amp; Management:</b>	<b>Fiscal</b>
<b>Revision Date:</b>	<b>5/23/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

To ensure that accurate timesheets are submitted in a timely manner.

**II. Procedures**

1. All employees are required to submit a signed timesheet to their immediate supervisor by the Wednesday prior to the end of the pay period, unless notified otherwise. This requires that each employee anticipate the times he or she will work for the remainder of the week based on the weekly work schedule set by the employee's supervisor.
2. The supervisor will sign the timesheet indicating their approval and agreement to the time recorded, and submits the timesheet to the Sr. Fiscal Coordinator. The Sr. Fiscal Coordinator will record the time indicated on the Payroll Transmittal form.
3. In the event that the Sr. Fiscal Coordinator does not receive a timesheet or does not receive a timesheet signed by the supervisor, the Sr. Fiscal Coordinator will contact the responsible supervisor to request the missing timesheet.
4. If the supervisor does not respond within the requested amount of time, the Sr. Fiscal Coordinator will request that the Program Manager responsible for the employee obtain and approve the timesheet.
5. If an employee's work schedule changes at any time following the submission of the timesheet due to absence, change in schedule/shift or approved overtime, the supervisor must e-mail the change to the Sr. Fiscal Coordinator immediately with a copy of the change sent to the employee. This e-mail will be filed with the original timesheet as verification of the change.
6. It is the employee's responsibility to record absences from work with the proper code, including but not limited to workman's compensation, Family Medical Leave, and jury duty. It is especially important to record appointments with physicians associated with a work injury and code them as Workman's Compensation Doctor (WCD). The timesheet should also note the date of injury on the comments line.
7. Failure to submit an initial timesheet in a timely manner or initiate the appropriate changes reflecting accurate time worked, may lead to disciplinary action up to and including termination.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

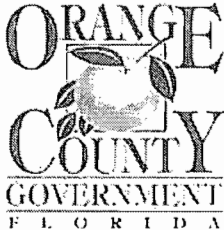
**Head Start Performance Standards:  
45CFR 92.24 (b)(3)(6)&(7)(ii-iv) &  
(c-d)**

(b) Qualifications and exceptions. (3) Cost or contributions counted towards other Federal costs-sharing requirements. Neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds. (6) Records. Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs. (7) Special standards for third party in-kind contributions. (ii) Some third party in-kind contributions are goods and services that, if the grantee, subgrantee, or contractor receiving the contribution had to pay for them, the payments would have been an indirect costs. Costs sharing or matching credit for such contributions shall be given only if the grantee, subgrantee, or contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions. (iii) A third party in-kind contribution to a fixed-price contract may count towards satisfying a cost sharing or matching requirement only if it results in: (A) An increase in the services or property provided under the contract (without additional cost to the grantee or subgrantee) or (B) A cost savings to the grantee or subgrantee. (iv) The values placed on third party in-kind contributions for cost sharing or matching purposes will conform to the rules in the succeeding sections of this part. If a third party in-kind contribution is a type not treated in those sections, the value placed upon it shall be fair and reasonable. (c) Valuation of donated services (1) Volunteer services. Unpaid services provided to a grantee or subgrantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the grantee's or subgrantee's organization. If the grantee or subgrantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation. (2) Employees of other organizations. When an employer other than a grantee, subgrantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (c)(1) of this section applies. (d) Valuation of third party donated supplies and loaned equipment or space. (1) If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.

<b>Title:</b>	<b>In-Kind System Process</b>
<b>Program Design &amp; Management:</b>	<b>Fiscal</b>
<b>Revision Date:</b>	<b>7/11/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>


**I. Purpose**

To facilitate the accurate collection, processing, and reporting of volunteer information and in-kind goods and services that are, allowable, applicable and reasonable.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards:</b></p>	<p align="center"><b>45CFR 92.24 (b)(3)(6)&amp;(7)(ii-iv) &amp; (c-d)</b></p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>In-Kind System Process (continued)</b></p>
<p><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Fiscal</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>7/11/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

## II. Procedures

1. Volunteer applications received from centers and service areas are entered in ChildPlus. If the volunteer/donor does not have an account in ChildPlus, one is initiated.
2. When in-kind donation forms are received from Head Start centers and/or service areas, they are reviewed for accuracy to include the following:
  - Correct totals
  - Signatures
  - Supporting documentation
  - Allowable, applicable and reasonable costs
3. If the in-kind donation form is incomplete and /or not signed it is returned to obtain the missing information.
4. If the in-kind donation form is complete it is sorted by type and center.
5. Once the hours are totaled, the hourly rate is entered, and the current year's Valuation of Donated Services rate is reviewed to make sure the correct rate is charged for the type of volunteer work that was performed (see attached Valuation of Donated Services rate) the initials of the person entering the information in ChildPlus is recorded at the bottom of the form.
6. The volunteer hours listed on the in-kind donation forms for each center are totaled. A report of all entries is printed for each center. The adding machine totals are attached to the forms along with the center name, type of in-kind donation (time, materials, etc.).
7. The total hours and/or total dollar amount on the report is compared against the adding machine total. If the totals do not match, corrections are made and a new report/tape is generated.
8. When the reports/adding machine totals match, the subtotals of each type are added together on the adding machine to create a grand total for each center. A report for all types of in-kind donations is generated and attached with the grand total tape to the package of forms from each center.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<b>45CFR 92.24 (b)(3)(6)&amp;(7)(ii-iv) &amp; (c-d)</b>
<b>Title:</b>	<b>In-Kind System Process (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Fiscal</b>
<b>Revision Date:</b>	<b>7/11/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

9. The in-kind Summary Report for all centers is printed and sent to the Family Services Fiscal Division with all of the forms and reports grouped together by center.
10. Monthly, the in-kind Summary Report is sent electronically to the Head Start Fiscal Program Manager.





## Orange County Family Services Department Head Start Division

### Standard Operating Procedures

#### Head Start Performance Standards: (b)(3)(6) & (7)(ii-iv) & (c-d) 45CFR 92.24


(b) Qualifications and exceptions. (3) Cost or contributions counted towards other Federal costs-sharing requirements. Neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds. (6) Records. Costs and third party in-kind contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and sub grantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allocability of regular personnel costs. (7) Special standards for third party in-kind contributions. (ii) Some third party in-kind contributions are goods and services that, if the grantee, sub grantee, or contractor receiving the contribution had to pay for them, the payments would have been an indirect costs. Costs sharing or matching credit for such contributions shall be given only if the grantee, sub grantee, or contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions. (iii) A third party in-kind contribution to a fixed-price contract may count towards satisfying a cost sharing or matching requirement only if it results in: (A) An increase in the services or property provided under the contract (without additional cost to the grantee or subgrantee) or (B) A cost savings to the grantee or subgrantee. (iv) The values placed on third party in-kind contributions for cost sharing or matching purposes will conform to the rules in the succeeding sections of this part. If a third party in-kind contribution is a type not treated in those sections, the value placed upon it shall be fair and reasonable. (c) Valuation of donated services (1) Volunteer services. Unpaid services provided to a grantee or subgrantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the grantee's or subgrantee's organization. If the grantee or subgrantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation. (2) Employees of other organizations. When an employer other than a grantee, subgrantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (c)(1) of this section applies. (d) Valuation of third party donated supplies and loaned equipment or space. (1) If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.

Title:	In-Kind Contributions
Program Design & Management:	Fiscal
Revision Date:	7/25/2012
Policy Council Approval Date:	10/18/2012

#### I. Purpose

To establish procedures to determine that all in-kind volunteer activities, goods and services are, **allowable, applicable and reasonable**.

**Note:** All in-kind Donations over \$1,000.00 must have a signed letter from the donor on their letterhead. The letter must include the following: The donors or organizations name, what goods/services are donated, and the amount of the goods/services. The stated amount on the letter must match the amount on the donations/volunteer form.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<b>45CFR 92.24 (b)(3)(6)&amp;(7)(ii-iv) &amp; (c-d)</b>
<b>Title:</b>	<b>In-Kind Contributions (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Fiscal</b>
<b>Revision Date:</b>	<b>7/25/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

## II. Procedures

1. Volunteer services can be counted as in-kind when the following conditions are met:
  - Services are provided without cost to the division and are an integral and necessary part of the approved project.
  - Volunteer services meet the requirement of being allowable costs at fair market value, which means that unpaid services should be valued at rates consistent with regular rates paid for similar work.
  - Head Start staff cannot volunteer to perform services for which they receive pay. For example, a paid teacher assistant cannot volunteer as a teacher assistant even at another center. Conversely, if a person is employed as a part-time clerical support person and volunteers in the classroom on their own time, that would be acceptable as in-kind because their volunteer activities are different from their paid activities.
  - Volunteer activities are conducted according to the Head Start volunteer procedures, and recorded and approved according to the in-kind process procedures.
2. Contributions of goods/services can be counted as in-kind when the following conditions are met:
  - A. Donations are provided without cost to the division
  - B. The items contributed would be allowable costs under the program's grant guidelines. For example:
    - A store donated education toys for use in the classroom. **This would be an allowable in-kind donation.** The Head Start budget allows for educational supplies and the program would purchase such items.
    - A parent donates three bags of holiday candy for a party. **This would not be allowable as in-kind.** Head Start and/or nutrition programs do not allow for the purchase of candy under grant guidelines.
3. A fair market value at the time of donation is determined and used for calculating the value of goods/services. For example:



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>45CFR 92.24 (b)(3)(6)&amp;(7)(ii-iv) &amp; (c-d)</b>
<b>Title:</b>	<b>In-Kind Contributions (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Fiscal</b>
<b>Revision Date:</b>	<b>7/25/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

- Three new computers are donated to the Head Start program and the total market value of the computers is \$1,500.00. Each computer is \$500.00 so the fair market value of the in-kind would be \$1,500.00. This is acceptable.
  - A store donates three basic science sets to Head Start and states in-kind valued at \$1,500. This implies that each science set cost \$500.00; however, the same basic science set is advertised for \$100.00, which means the fair market value is not \$500.00 each. Therefore, only \$100.00 for each item can be counted as in-kind, for a total in-kind donation of \$300.00.
  - If the donor can justify and document any items excessive valuation, than it can be counted as in-kind.
4. The following are possible sources of in-kind that are only meant to be used as a tool for provoking thoughts/ideas to identify other sources, which may have been previously overlooked.
- Donation of space for functions, meetings, or trainings
  - Reduced rates of fees for services when initially defined and documented can be counted as in-kind (For example, if an agency provides CPR training for 10 people and charges \$5 per person but their standard rate is \$10 per person, the \$50 rate deduction can be counted as in-kind. This discount must be noted as a donation in the invoice for the training)
  - Donations of land rental or office space
  - Donations of use of equipment at fair market rental value
  - Donations of utilities usage
  - Lease space and facility space can be donated. For example, the value of the donated space shall not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

**Note: Cash donations cannot be counted as in-kind, but the items purchased with the cash can be counted as in-kind.**

5. In-kind is collected from volunteer hours when the following conditions are met:

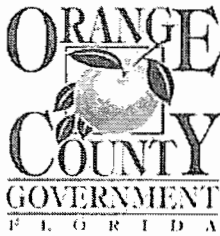


Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	45CFR 92.24 (b)(3)(6)&(7)(ii-iv) & (c-d)
Title:	In-Kind Contributions (continued)
Program Design & Management:	Fiscal
Revision Date:	7/25/2012
Policy Council Approval Date:	10/18/2012

- **Person volunteering for Policy Council** - donated in-kind is determined by the current year's Valuation of Donated Services rate which is based on Orange County's Employee Pay Plan (see attached Valuation of Donated Services rate).
- **Person volunteering in the classroom** - time will be counted as in-kind and the rate will be determined by the current Valuation of Donated Services rate which is based on Orange County's Employee Pay Plan (see attached Valuation of Donated Services rate).



## Orange County Family Services Department Head Start Division

### Standard Operating Procedures

#### Head Start Performance Standards: 45CFR 92.30(a & c)

(a) *General.* Grantees and subgrantees are permitted to rebudget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, unless waived by the awarding agency, certain types of post-award changes in budgets and projects shall require the prior written approval of the awarding agency. Approvals shall not be valid unless they are in writing, and signed by at least one of the following officials of the Department of Health and Human Services (HHS): (i) The responsible Grants Officer or his or her designee; (ii) The head of the HHS Operating or Staff Division that awarded the grant; or (iii) The head of the Regional Office of the HHS Operating or Staff Division that awarded the grant. (c) *Budget changes—*(1) *Nonconstruction projects.* Except as stated in other regulations or an award document, grantees or subgrantees shall obtain the prior approval of the awarding agency whenever any of the following changes is anticipated under a nonconstruction award: (i) Any revision which would result in the need for additional funding. (ii) Unless waived by the awarding agency, cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000. (iii) Transfer of funds allotted for training allowances (i.e., from direct payments to trainees to other expense categories). (2) *Construction projects.* Grantees and subgrantees shall obtain prior written approval for any budget revision which would result in the need for additional funds. (3) *Combined construction and nonconstruction projects.* When a grant or subgrant provides funding for both construction and nonconstruction activities, the grantee or subgrantee must obtain prior written approval from the awarding agency before making any fund or budget transfer from nonconstruction to construction or vice versa.


<b>Title:</b>	<b>Budget Transfer/Amendment Requests (Internal)</b>
<b>Program Design &amp; Management:</b>	<b>Fiscal</b>
<b>Revision Date:</b>	<b>6/6/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

#### I. Purpose

To establish procedures for the Head Start Division to transfer funds and open new accounts, as needed.

#### II. Procedures

In order to ensure that the Head Start Division can obtain budget transfers and amendments in the most expedient manner, the following procedures will be followed:

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<p align="center"><b>45CFR 92.30(a&amp;c).</b></p>
<b>Title:</b>	<p align="center"><b>Budget Transfer/Amendment Requests (Internal)</b></p>
<b>Program Design &amp; Management:</b>	<p align="center"><b>Fiscal</b></p>
<b>Revision Date:</b>	<p align="center"><b>6/6/2012</b></p>
<b>Policy Council Approval Date:</b>	<p align="center"><b>10/18/2012</b></p>

- The Head Start Fiscal Program Manager will access the Advantage accounting system to verify the dollar amount to be transferred.
- The budget transfer and budget amendment must be submitted through electronic mail to the Family Services Fiscal Division for processing.

#### **Budget Transfer**

- Prepare the budget transfer request with justification. The total amount of the "from" column and "to" column must match the transfer request.
- Budget transfers must not exceed \$250,000, cumulative transfer based on form 424 Budget Categories.

#### **Budget Amendment**

- Prepare the budget amendment with the following information:
  - Fund number, department number, and organization name and number)
  - Object Code, appropriation, object name, current budget, awarded budget, and amendment amount
  - A copy of the current fiscal year approved grant award must be submitted to the Family Services Fiscal Division for processing



## Orange County Family Services Department Head Start Division

### Standard Operating Procedures

#### Head Start Performance Standards: 45CFR 92.32 (d-e)

(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements: (1) Property records must be maintained that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. (2) A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated. (4) Adequate maintenance procedures must be developed to keep the property in good condition. (5) If the grantee or subgrantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. (e) Disposition. When original or replacement equipment acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition of the equipment will be made as follows: (1) Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency. (2) Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment. (3) In cases where a grantee or subgrantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or subgrantee to take excess and disposition actions.

Title:	Property Control
Program Design & Management:	Fiscal
Revision Date:	6/6/2012
Policy Council Approval Date:	10/18/2012

#### I. Purpose

To ensure accountability and security of Orange County and Federal owned personal property within the Head Start Division.

#### II. Procedures

In order to ensure the security and accountability for the personal property of the Family Services Department with a replacement value over \$1,000.00, the following procedures must be followed:



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	45CFR 92.32 (d-e)
Title:	Property Control (continued)
Program Design & Management:	Fiscal
Revision Date:	6/6/2012
Policy Council Approval Date:	10/18/2012

1. A Division employee will be designated for inventory control and responsible for the assets. The designee is the contact with Property Accounting for the purpose of receiving property tags. The Head Start Division Manager or inventory control designee is responsible for maintaining an accurate log of personal property with a replacement value of over \$500.00 (e.g., computers, printers, copiers, etc.)
2. If an item over \$1,000.00 is purchased, the Head Start Fiscal Program Manager or designee will provide a copy of the purchase order and invoice to the inventory control designee. The inventory control designee will contact Property Accounting with this information. Property Accounting will provide the designee with the County Tag. The inventory control designee will record and file the completed customer receipt, to include the serial number(s), if applicable.
3. If an item is transferred from one location to another, a Personal Property Transfer form must be completed and forwarded to the inventory control designee. If the transfer is temporary, it will be the responsibility of the person loaning the property to ensure its safe return. **NOTE: Equipment transfers must be approved by the Division Manager.**
4. When a loss or damage occurs, it must be reported immediately in writing (including police reports) to Property Accounting, with a copy forwarded to the Head Start Fiscal Program Manager. The report should include the description of the item, the county asset number, and all details of the loss or damage.
5. Unusable equipment will be disposed via the Property Accounting Department (refer to Warehouse Procedures).





**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

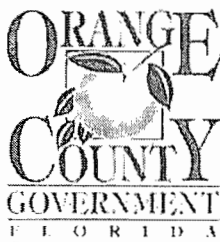
<b>Head Start Performance Standards: 45CFR 92.32(d)(3)</b>	(d) Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place will, as a minimum, meet the following requirements: (3) A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft shall be investigated.
<b>Title:</b>	<b>Warehouse Procedures</b>
<b>Program Design &amp; Management:</b>	<b>Fiscal</b>
<b>Revision Date:</b>	<b>6/6/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

To establish procedures for receiving merchandise from the warehouse and sending damaged equipment to the warehouse for disposal.

**II. Procedures**

1. When purchasing supplies, equipment, and furniture that is delivered to the warehouse and/or temporarily stored at the warehouse, the Head Start Fiscal Program Manager will forward a copy of the purchase order to the Warehouse Specialist. Upon delivery of the merchandise to the warehouse, the Warehouse Specialist should:
  - A. Check the delivery packing slip to the purchase order to verify the contents.
  - B. Make two (2) copies of the purchase order. Forward one copy to the individual that ordered the merchandise and maintain one at the warehouse.
  - C. Notify the immediate supervisor of the receipt of the merchandise within 24 hours, and forward the original packing slip and a copy of the purchase order to the immediate supervisor for their signature. The immediate supervisor will forward the packing slip to the Head Start Fiscal Program Manager for his signature. The Head Start Fiscal Program Manager will forward the packing slip to Family Services Fiscal Division to process a payment request when an invoice is received.
  - D. The Warehouse Specialist will store equipment and supplies in designated areas until delivered.
2. The following procedures must be followed for the delivery of supplies, equipment, and furniture:
  - A. The Warehouse Specialist will notify the Center Supervisor upon receipt of the merchandise and schedule a date for the item(s) to be delivered.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>45CFR 92.32(d)(3)</b>
<b>Title:</b>	<b>Warehouse Procedures (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Fiscal</b>
<b>Revision Date:</b>	<b>6/6/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

- B. Upon delivery, the Center Supervisor or designee will verify the contents on receipt of the merchandise and sign a delivery receipt before the driver/delivery person leaves the site. If equipment was delivered, the Center Supervisor will complete a Property Custody Receipt. The Center Supervisor will keep a copy of this form and send the original to their immediate supervisor.
    - C. The Head Start Warehouse Specialist is responsible for filing the delivery receipt and the Property Custody Receipt form, if applicable, with the appropriate purchase order and packing slip.
  3. When sending damaged or surplus equipment to the warehouse for disposal, the following procedures must be followed:
    - A. Prior to sending damaged or surplus equipment to the warehouse, the Division Manager or designee will write a memorandum that includes the description of the item, county control number, serial number, assigned division/program, and all the details about the loss or damage. The original memorandum is sent to the warehouse along with the equipment that is being transferred to the warehouse.
    - B. Upon receipt of the equipment, the Warehouse Specialist will complete a Property Custody Receipt. This receipt and a copy of the Division Managers memorandum will be sent to the Orange County Property Accounting Division and the Head Start Fiscal Program Manager.
    - C. Service Areas will not transfer property without prior written approval from their immediate supervisor.
  4. The delivery of equipment from the warehouse to Property Accounting shall follow the procedures listed below:
    - A. The Warehouse Specialist is responsible for obtaining written approval from the appropriate Sr. Program Manager before damaged equipment is turned in to Property Accounting.
    - B. The Warehouse Specialist will maintain a disposal list of all items turned in to Property Accounting. The list will consist of the county property number, serial number, description of item, estimated purchase price, assigned division/program, date approved for disposal by the Division Manager, and date the equipment was transferred to Property Accounting.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	45CFR 92.32(d)(3)
Title:	Warehouse Procedures (continued)
Program Design & Management:	Fiscal
Revision Date:	6/6/2012
Policy Council Approval Date:	10/18/2012

- C. The Warehouse Specialist will submit a copy of the disposal list and the receipts from Property Accounting to the Head Start Fiscal Program Manager per occurrence on an as needed basis.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:  
65C-22.002 (i)(i)

(i) Emergency preparedness drills shall be conducted when children are in care. Each drill, excluding fire drills, outlined in the emergency preparedness plan must be practiced a minimum of one time per year, documentation of which must be maintained for one year. A current attendance record must accompany staff during the drill or actual emergency and must be used to account for all children. (j) The operator shall maintain and post in a conspicuous location a written record of emergency preparedness drills showing the type of drill, date conducted, number of children and staff in attendance, and time taken for all individuals to complete the drill.

Title:

Emergency Preparedness Drills  
(Weather, Lockdown, Etc.)

Program Design & Management:

Facilities, Material, & Equipment

Revision Date:

6/6/2012

Policy Council Approval Date:

10/18/2012

I. Purpose

To ensure emergency preparedness drills are conducted to prepare for safe evacuations in the event of an emergency.

II. Procedures

1. Emergency preparedness drills required at least one time per year. However, Head Start staff is encouraged to conduct their first quarterly drill beginning in November. **Emergency preparedness drills cannot be conducted in lieu of the monthly fire drill requirement.**
2. Teachers will educate children about emergency preparedness drills prior to the actual drill.
3. During an emergency preparedness drill everyone within the center will participate.
4. Once the drill is complete, the Center Supervisor will document the type of situation/event practiced (see attached sample).
5. In the event of an actual emergency situation, the person in charge must call the **Sr. Program Manager to inform them about the relocation of children. Staff will follow the center's Emergency Plan, in conjunction with the Continuity of Operations Plan (COOP).**



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

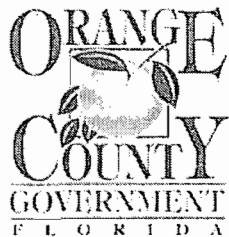
<b>Head Start Performance Standards:</b>	<b>Head Start Act 648A</b>
<b>Title:</b>	<b>Child Development Associate Credential (CDA)</b>
<b>Program Design &amp; Management</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

To assist staff transitioning into the classroom with the opportunity to obtain the National Child Development Associate Credential (CDA).

**II. Procedures**

1. Instructions for obtaining a CDA are listed on the Council for Professional Recognition web site ([www.cdacouncil.org](http://www.cdacouncil.org)). Prior to applying, applicants need to review the prequalifications in order to determine if they meet the qualifications to apply. As part of the application process all CDA candidates must have a High School Diploma or GED.
2. CDA applicants must complete 120 hours of formal early childhood education training, covering the growth and development of children ages 3 to 5 with no fewer than 10 training hours in each of the following subject areas:
  - Planning a safe and healthy learning environment
  - Advancing children's physical and intellectual development
  - Supporting children's social and emotional development
  - Building productive relationships with families
  - Managing an effective program operation
  - Maintaining a commitment to professionalism
  - Observing and recording children's behavior
  - Understanding principles of child development and learning
3. CDA applicants must complete 480 hours of hands on professional training in an early childhood education environment. If volunteers complete their hours in Head Start classrooms, they will be provided with a letter upon request from the Sr. Program Manager of Operations. Only those hours documented in Childplus can be used as proof to count towards their 480 hours.
4. CDA applicants will need to identify one early childhood professional as their CDA Advisor, who will conduct the formal classroom observation. The CDA Advisor must meet the eligibility requirement and observe the applicant working as a lead teacher with a group of at least eight children ages 3 to 5.
5. CDA applicants will prepare a professional resource file to include a collection of reference materials related to their work.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>Head Start Act 648A</b>
<b>Title:</b>	<b>Child Development Associate Credential (CDA) (continued)</b>
<b>Program Design &amp; Management</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

6. CDA applicants are required to distribute and collect Parent Opinion Questionnaires. The Application Packet includes the instructions for distribution and collection.
7. The Direct Assessment Application fee will be funded for employees by Head Start.
8. Teacher's aides who do not obtain the CDA Credential within 18 months will be terminated.



## Orange County Family Services Department Head Start Division

### Standard Operating Procedures

<b>Head Start Performance Standards: 1304.52(b)(1)&amp;(2)</b>	(b) Staff qualifications--general. (1) Grantee and delegate agencies must ensure that staff and consultants have the knowledge, skills, and experience they need to perform their assigned functions responsibly. (2) In addition, grantee and delegate agencies must ensure that only candidates with the qualifications specified in this part and in 45 CFR 1306.21 are hired.
<b>Title:</b>	<b>Six Week Evaluation</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>07/11/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

#### I. Purpose

To ensure all staff are provided with a six week evaluation.

#### II. Procedures

1. The immediate supervisor is responsible for ensuring that a six-week evaluation is completed on all new hires.
2. Immediate supervisors will formally observe the work habits of their staff to ensure they are becoming acclimated with their particular job duties.
3. Teaching staff will be formally observed by the Center Supervisor for a 2 ½ to 3 hour period. This will be followed by informal observations during different times of the day. Education Coordinators are also required to provide input into the six week evaluation.
4. The immediate supervisor will document the employee's progress on the Orange County Performance Appraisal (Part C Technical Elements, if applicable).
5. The immediate supervisor will give feedback, discussing the strengths of the employee, areas to improve, and techniques for improvement.
6. All new staff must be familiar with the following:
  - Head Start Performance Standards
  - OCHS Standard Operating Procedures
  - Orange County Policies and Procedures Manual
  - Orange County Administrative Regulations
7. Teaching staff are required to be familiar with the following:
  - Safety requirements for classrooms, centers, and buses
  - Bus Monitor procedures
  - High/Scope and the DLM curriculum
  - Galileo Electronic Management of Learning
  - Weekly lesson plan and resource books for planning



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards: 1304.52(l)(3)(i-ii)	(l) Training and development. (3) At a minimum, this system must include ongoing opportunities for staff to acquire the knowledge and skills necessary to implement the content of the Head Start Program Performance Standards. This program must also include: (i) Methods for identifying and reporting child abuse and neglect that comply with applicable State and local laws using, so far as possible, a helpful rather than a punitive attitude toward abusing or neglecting parents and other caretakers; and (ii) Methods for planning for successful child and family transitions to and from the Early Head Start or Head Start program.
Title:	Selection for Trainings and Professional Conferences
Program Design & Management:	Human Resources
Revision Date:	07/25/2012
Policy Council Approval Date:	10/18/2012

I. Purpose

To ensure the annual training plan and budget include provisions for attending trainings and/or professional conferences so that staff can acquire the knowledge and skills necessary to implement federal and state mandates.

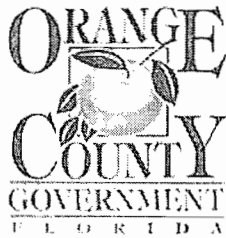
II. Procedures

1. The Training Plan, in conjunction with the training budget, will identify trainings and/or professional conferences that staff can attend.
2. A portion of the funds in the training budget is designated for travel to trainings and/or professional conferences.
3. Each service area will identify individuals who may attend the trainings and/or professional conferences.
4. The management team will make the decision for selected individuals to attend a training and/or professional conference.
5. The Division Manager gives the final approval on who is allowed to attend.

**Note: Orange County procedures allow individuals to attend one in-state and one out of state conference per fiscal year. Exceptions to this procedure are granted by the Family Services Department Director.**

6. The selected trainings and/or professional conferences are included on the training budget, which is submitted with the Refunding Application.
7. When training and/or professional conference opportunities arise that were not considered in the training budget, the Fiscal Program Manager makes a determination of the affordability of the training.
8. The Division Manager will make the final decision on who may attend the training and/or professional conference based on cost, location, relevance to the program, and adherence to Head Start Performance Standards.





**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>Head Start Act 648.A</b>
<b>Title:</b>	<b>(CDA) Child Development Associate Credential Renewal</b>
<b>Education and Early Childhood Development:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

To ensure teaching staff maintains updated professional credentials in keeping with job requirements.

**II. Procedures**

1. Teaching staff that have an active Child Development Associate Credential (CDA) must renew their credential every three to five years. It is the staff's responsibility to keep their CDA current. The procedures for renewing the CDA can be obtained from <http://www.cdacouncil.org/the-cda-credential/how-to-renew-your-cda>.
2. A CDA Credential is valid for three years from the award date, after which it may be renewed in five-year increments. A CDA Credential may only be renewed for the original setting, age-level endorsement, and specialization.
3. CDA Credentials must be renewed before they expire. The following is a list of requirements that are needed to renew the CDA credential:
  - Renewal Application processing fee \$50 (paid by employee)
  - Proof of a current First Aid & CPR (including preschool age)
  - Proof of 4.5 CEUs or a three credit hour course in early childhood education/child development
  - Proof of 80 hours of recent work experience with young children documented on official letterhead from a supervisor
  - A completed Letter of Recommendation form
  - Proof of current membership in a national or local early childhood professional organization
4. Once the CDA is renewed, teaching staff must submit form CF-FSP 5211 to the Department of Children and Families (DCF). Once approved, the training transcript is updated and a new expiration date is listed. A copy of the new training transcript and Staff Credential form 5206 must be printed and filed in the staff's personnel file.
5. Teaching staff that have furthered their education by obtaining an advanced degree such as a AA, AS, BA, or BS, must submit form CF-FSP 5211 to Department of Children and Families (DCF) with proper documentation of their formal education. Once the degree is approved the staff credential listed on the training transcript will no longer have an expiration date.

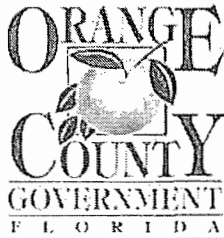


**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>Head Start Act 648.A</b>
<b>Title:</b>	<b>(CDA) Child Development Associate Credential Renewal (continued)</b>
<b>Education and Early Childhood Development:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

6. Teacher's assistants/aides who fail to renew their CDA prior to the expiration date will be subject to disciplinary action, up to and including termination.
7. Any employee who is required to possess and maintain a license or certification shall inform management if the license or certification is denied, expired, restricted, suspended or revoked.



## Orange County Family Services Department Head Start Division

### Standard Operating Procedures

<b>Head Start Performance Standards: Head Start Act 648(a)(5)&amp;1306.23(a) &amp; 65C-22 Florida Statute</b>	<p>(a) Classroom Teachers- (5) TEACHER IN-SERVICE REQUIREMENT- Each Head Start teacher shall attend not less than 15 clock hours of professional development per year. Such professional development shall be high-quality, sustained, intensive, and classroom-focused in order to have a positive and lasting impact on classroom instruction and the teacher's performance in the classroom, and regularly evaluated by the program for effectiveness.</p> <p>(a) Head Start grantees must provide pre-service training and in-service training opportunities to program staff and volunteers to assist them in acquiring or increasing the knowledge and skills they need to fulfill their job responsibilities. This training must be directed toward improving the ability of staff and volunteers to deliver services required by Head Start regulations and policies.</p>
<b>Title:</b>	<b>Annual In-Service Training</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>5/2/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

#### I. Purpose


To ensure that all staff complete annual in-service training to comply with the Head Start Act /Head Start Performance Standards and the Department of Children and Families Child Care Regulations.

#### II. Procedures

Each year all Head Start staff is required to complete a minimum of fifteen (15) hours of in-service training. The annual pre-service and "all staff" trainings can be used to meet this requirement. It is each individual's responsibility to ensure that they obtain the minimum requirement of fifteen (15) hours.

##### Instructional Staff Requirement

1. Instructional staff must ensure that once training is completed the In-Service Training Record (form 5268) is updated. Annual in-service training must be completed during the state's fiscal year, beginning July 1 and ending June 30.
2. Instructional staff must ensure that the Department of Children and Families transcript is accurate and all applicable trainings are listed. **Note: Only state mandated required trainings will appear on the transcript.**
3. The Center Supervisor updates the Head Start Credential Tracking Log once trainings are completed. Center Supervisors submit the sign in sheets or training certificates to the administrative assistant or designee for input in ChildPlus.
4. For instructional staff that do not successfully complete fifteen (15) hours of in-service training, the progressive discipline process will follow.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards:</b></p>	<p align="center"><b>1306.23(a) &amp; Head Start Act 648(a)(5) &amp; 65C-22 Florida Administrative Code</b></p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Annual In-Service Training (continued)</b></p>
<p><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Human Resources</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>5/2/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

**All Staff Requirement (excluding instructional staff):**

1. In order to comply with the on-going professional development requirement all staff must complete fifteen (15) hours of annual in-service.
2. For trainings that are not provided by Head Start, it is the employee's responsibility to obtain supervisory permission to attend the training.
3. It is the responsibility of each staff to document their annual in-service training. Training can be documented on the In-Service Training Record (form 5268), however it is not required.
4. Annual in-service training must be completed during the state's fiscal year, beginning July 1 and ending June 30.
5. Copies of training certificates will be forwarded to an administrative assistant or unit designee for input into ChildPlus.
6. If staff do not successfully complete fifteen (15) hours of in-service training, the progressive discipline process will follow.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:  
FL Statute 65C-22.006(3)(b)

(b) The child shall not be released to any person other than the person(s) authorized or in the manner authorized in writing by the custodial parent or legal guardians.

Title:

Release of Children to Authorized Individuals

Early Childhood Development:

Education/ Family Community Partnership

Revision Date:

04/5/2012

Policy Council Approval Date:

10/18/2012

I. Purpose

To establish procedures for releasing children only to individuals authorized by the parent/guardian.

II. Procedures

1. Children may only be released to individuals authorized on the enrollment form by the parent/guardian, unless management approved a change due to an extenuating circumstance. If management approval is given, the following is required:
  - Reasons for the exception which is documented on a contact note
  - Photo copy of the pick-up persons ID which is placed in the child's file
  - The authorized individual must sign the child out on the daily attendance
2. Staff **MUST NOT** release children to anyone under the age of sixteen (16).
3. Staff **MUST** request picture identification from anyone who has been authorized to pick up children by the parent/guardian, unless the individual is already known by the staff member releasing the child. Staff must check the enrollment form to verify that they are an authorized pick up person.
4. If a situation arises in which an unauthorized individual appears on-site and requests the release of the child, staff **MUST NOT** release the child to the individual. Should the individual become demanding or abusive, staff should contact law enforcement for assistance.
5. Staff should notify their immediate supervisor, or next level of management if unable to reach the immediate supervisor.
6. Strict adherence to these procedures is expected of **ALL** staff.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**


<b>Head Start Performance Standards: 1304.20(a)(1)(ii)</b>	(a) Determining child health status. (1) In collaboration with the parents and as quickly as possible, but no later than 90 calendar days, grantee must: (ii) Obtain from a health care professional a determination as to whether the child is up-to-date on a schedule of age appropriate preventive and primary health care which includes medical, dental and mental health. (A) For children who are not up-to-date on an age-appropriate schedule of well child care, grantee must assist parents in making the necessary arrangements to bring the child up-to-date; (B) For children who are up-to-date on an age-appropriate schedule of well child care, grantee must ensure that they continue to follow the recommended schedule of well child care
<b>Title:</b>	<b>Initial and Follow-Up Dental Care</b>
<b>Health Services</b>	<b>Health Services</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

To ensure that each enrolled child receives a dental exam within ninety (90) calendar days of the child's entry into the program and that follow up dental treatment, as needed, is received in a timely manner.

**II. Procedures**

1. In order for Head Start to be effective in fulfilling the requirements of the dental initiative the following steps are taken to meet this goal:
  - Collaborative partnerships with dental providers will be established and maintained
  - Health Services will update the list of dental providers that accept pre-school age children and Medicaid
  - Materials informing parents of the importance of proper dental care will be distributed
2. During the enrollment process, the Community Service Workers (CSW) will ensure that each child has dental insurance (private, Medicaid, state subsidized).
  - The CSW will assist parents in completing applications for dental insurance or payments, when necessary
  - Services of those children who are ineligible for third party payments and cannot afford dental care and/or will provide parents with the list of dentists who charge based on a sliding scale fee

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<p align="center"><b>1304.20(a)(1)(ii)</b></p>
<b>Title:</b>	<p align="center"><b>Initial and Follow-Up Dental Care (continued)</b></p>
<b>Health Services</b>	<p align="center"><b>Health Services</b></p>
<b>Revision Date:</b>	<p align="center"><b>6/27/2012</b></p>
<b>Policy Council Approval Date:</b>	<p align="center"><b>10/18/2012</b></p>

3. The CSW will provide parents with a Dental Services Verification form to be completed by the dental provider and returned to the CSW staff after the dental visit.

#### **Initial Dental Care**

1. Health Services in collaboration with the CSW will ensure that children receive their initial dental exam within the first ninety (90) days of the child's entry into the program.
2. Between the first day of entry into the program and forty-five (45) calendar days, the CSW, center staff, and Health Services will work with parents to ensure that they take their children to the dentist.
3. If an initial dental examination has not been obtained between forty-five (45) and ninety (90) calendar days, Health Services in collaboration with the CSW will adhere to the following:
  - Assist families with scheduling appointments
  - Obtain permission from the primary caregiver for Head Start staff to take the child to receive a dental exam
  - Coordinate the transportation to and from the dental office, ensuring that no child misses lunch
4. While parents are strongly encouraged to accompany their child to the dentist, the child will be accompanied by a teacher, Health Services, or CSW to the dentist.
5. The Dental Services Verification form will be obtained from the dental provider at the time of the appointment by the parent or staff accompanying the child to the dentist.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1304.20(a)(1)(ii)</b>
<b>Title:</b>	<b>Initial and Follow-Up Dental Care (continued)</b>
<b>Health Services</b>	<b>Health Services</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

6. The Administrative Specialists will input the dental verification in Childplus. Health Services is also notified of the child's visit to the dentist.
7. The original form will be sent home with the child and a copy of the form will be placed in the child's comprehensive file.

**Follow Up Dental Care**

1. Health Services will monitor the completion of dental care and provide a monthly status report to management. The report will include the number of children who have completed appointments, the number of children with scheduled appointments, and the number of children who have neither.
2. Health Services will provide CSW with a list of children who need follow-up dental treatment at their assigned site(s).
3. Health Services in collaboration with CSW will work with parents to ensure an appointment is scheduled for follow-up dental care. Every effort will be made to deliver the child to the original dentist who made the determination of treatment.
4. While parents are strongly encouraged to accompany their child to the dentist, Health Services with the assistance of the CSW may obtain a signed Parent Consent for Dental Services form to take the child to a follow up appointment if a parent does not have transportation or is unable to accompany their child.
5. Health Services/CSW will coordinate the transportation to and from the dental office, ensuring that no child misses lunch.
6. The child will be accompanied to the dentist by a teacher, Health Services, or CSW.
7. The staff member accompanying the child will bring a health file, which includes the completed patient history form requested by the dental provider, Parent Consent for Dental Services form, the Dental Services Verification form, and the insurance information.





**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1304.20(a)(1)(ii)</b>
<b>Title:</b>	<b>Initial and Follow-Up Dental Care (continued)</b>
<b>Health Services</b>	<b>Health Services</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

8. The dental provider will update the Dental Services Verification form with the dental status of the child to include the details of the services performed, completion status, and follow-up instructions for the parents, if applicable.
9. The Administrative Specialists will input the dental verification in Childplus. Health Services is also notified of the child's visit to the dentist.
10. The original form will be sent home with the child and a copy of the form will be placed in the child's comprehensive file.



## Orange County Family Services Department Head Start Division

### Standard Operating Procedures

**Head Start Performance Standards:  
1304.22(b)(1) & DCF 65C-  
22.004(1)(a)(b)&(d)**

(b) Conditions of short-term exclusion and admittance. (1) Grantee and delegate agencies must temporarily exclude a child with a short-term injury or an acute or short-term contagious illness, that cannot be readily accommodated, from program participation in center-based activities or group experiences, but only for that generally short-term period when keeping the child in care poses a significant risk to the health or safety of the child or anyone in contact with the child. 65C-22.004 Health Related Requirements. (1) Communicable Disease Control. (a) Children in care shall be observed on a daily basis for signs of communicable disease. Any child, child care personnel or other person in the child care facility suspected of having a communicable disease shall be removed from the facility or placed in an isolation area until removed. Such person may not return without medical authorization or until the signs and symptoms of the disease are no longer present. A child's condition shall be reported to the custodial parent or legal guardian. Signs and symptoms of a suspected communicable disease include the following: 1. Severe coughing, causing a child to become red or blue in the face or to make a whooping sound; 29 2. Difficult or rapid breathing; 3. Stiff neck; 4. Diarrhea (more than one abnormally loose stool within a 24 hour period); 5. Temperature of 101 degrees Fahrenheit or higher when in conjunction with any other signs of illness; 6. Pink Eye; 7. Exposed, open skin lesions; 8. Unusually dark urine and/or gray or white stool; 9. Yellowish skin or eyes; or 10. Any other unusual sign or symptom of illness. (b) A child identified as having head lice shall not be permitted to return until the following day, and only provided that treatment has occurred and has been verified. Verification of treatment may include a product box, box top, empty bottle, or signed statement by a custodial parent or legal guardian that treatment has occurred. The child care facility must also treat areas, equipment, toys, and furnishings with which the child has been in contact. (d) Outbreaks. Operators are required to notify the local county health department immediately upon any suspected outbreak of communicable disease in accordance with Chapter 64D-3, F.A.C., Communicable Disease Control, and must follow the health department's direction. A suspected outbreak occurs when two or more children or employees have the onset of similar signs or symptoms, as outlined in subparagraphs (1)(a)1.-10. above, within a 72-hour period or when a case of a serious or reportable communicable disease is diagnosed or suspected in a child or employee

<b>Title:</b>	<b>Guidelines for the Short-Term Exclusion of Sick Children</b>
<b>Early Childhood Development &amp; Health Services</b>	<b>Health Services</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

#### I. Purpose

To temporarily exclude children with short-term contagious illnesses to prevent the spread of communicable illnesses to other children and staff.

#### II. Procedures

1. On a daily basis, teachers will check each child for obvious signs of illness as he/she enters the classroom. If the child shows signs of illness the teacher will document what they observed.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	1304.22(b)(1); DCF 65C-22.004(1) )(a)(b)&(d)
Title:	Guidelines for the Short-Term Exclusion of Sick Children (continued)
Early Childhood Development & Health Services	Health Services
Revision Date:	6/27/2012
Policy Council Approval Date:	10/18/2012

2. If the child appears to be ill and requires further diagnosis and/or medical treatment, the Center Supervisor will be notified. The parent will be called to have their child picked up as soon as possible. In the event of a medical emergency center staff will call 911.
3. The following **conditions** require a child to be excluded from Head Start:
  - If the child does not feel well enough to participate comfortably in the program's activities
  - If the teaching staff cannot adequately care for the sick child without compromising the care of the other children
4. The following **symptoms** require a child to be temporarily excluded from Head Start, unless a health care provider determines that the child is well enough to attend, and that the illness is not contagious:
  - Fever (Above 100 degree F, axillary or above 101 degree F, orally) accompanied by behavior change or other signs or symptoms of illness
  - Diarrhea (more than one abnormally loose stool within twenty four (24) hours
  - Gray or white stool
  - Vomiting more than once in the previous twenty-four (24) hours
  - Unusually dark urine
  - Persistent crying, extreme irritability, uncontrolled coughing
  - Difficulty breathing or wheezing
  - Headache, stiff neck
  - Mouth sores with drooling
  - Exposed open skin lesions
  - Undiagnosed rash
  - Yellowish skin or eyes
  - Any other unusual sign or symptom of illness




**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1304.22(b)(1); DCF 65C-22.004(1) )(a)(b)&amp;(d)</b>
<b>Title:</b>	<b>Guidelines for the Short-Term Exclusion of Sick Children (continued)</b>
<b>Early Childhood Development &amp; Health Services</b>	<b>Health Services</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

5. If the child has any of the following communicable diseases diagnosed by a health care provider the following will apply:
  - **Infectious Conjunctivitis / Pink Eye:** (With eye discharge) – until twenty-four (24) hours after treatment has started.
  - **Head Lice:** Until twenty-four hours after treatment has occurred and all lice, lice eggs, and egg cases are removed.
  - **Scabies or Other Infestation:** Until twenty-four (24) hours after treatment has started and the child is medically authorized to return.
  - **Impetigo:** Until twenty-four (24) hours after treatment has started.
  - **Strep Throat, Scarlet Fever, or other Strep Infection:** Until twenty-four (24) hours after treatment has started and the child is free of fever.
6. Head Start Center Supervisors will report any recognized signs or symptoms of communicable disease to the nurse assigned to the center.
7. The Head Start Registered Nurse will notify the Health Department when a reportable communicable disease is diagnosed in accordance with Chapter 64D-3 F.A.C.


	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards:</b> 1304.23(b)(3) 1304.53(b)(1)(vi-vii)</p>	<p>(b) Nutritional services. (3) Staff must promote effective dental hygiene among children in conjunction with meals. (b) Head Start equipment, toys, materials, and furniture. (1) Grantee and delegate agencies must provide and arrange sufficient equipment, toys, materials, and furniture to meet the needs and facilitate the participation of children and adults. Equipment, toys, materials, and furniture owned or operated by the grantee or delegate agency must be (vi) Safe, durable, and kept in good condition; and (vii) Stored in a safe and orderly fashion when not in use.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Dental Hygiene</b></p>
<p align="center"><b>Early Childhood Development &amp; Health Services</b></p>	<p align="center"><b>Child Nutrition Services</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>7/11/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

**I. Purpose**


To promote effective dental hygiene among children in conjunction with meals.

**II. Procedures**

1. Trainings and information booklets are provided to parents and staff about tooth decay and other dental hygiene topics throughout the school year.
2. Staff provide children with fluoride toothpaste and a toothbrush labeled with their name and the date issued.
3. Each child must brush his/her own teeth once a day, typically after breakfast or lunch.
4. Staff will model good examples of tooth brushing and dental hygiene.
5. Toothbrushes must be replaced every three (3) months or as needed when bristles become frayed.
6. Toothbrushes must be stored in the toothbrush holder and the toothbrush holder must be placed inside the mesh netting. Nothing should be stored on top of the netting. The toothbrush holder should be cleaned weekly.
7. Toothbrushes must not come in contact with one another or the netting they are stored in. If they touch, they must be replaced.
8. Toothpaste must **not** be stored inside or on top of the netting.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards:</b></p>	<p align="center">1304.23(b)(3) 1304.53(b)(1)(vi-vii)</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Dental Hygiene</b></p>
<p align="center"><b>Early Childhood Development &amp; Health Services</b></p>	<p align="center"><b>Child Nutrition Services</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>7/11/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

9. Toothbrushes are to be stored in a safe and orderly fashion in a cool and dry area. They must not to be stored near hazardous chemicals.
10. Health Services will provide on-going monitoring to ensure toothbrushes are in good condition and proper brushing techniques are implemented.

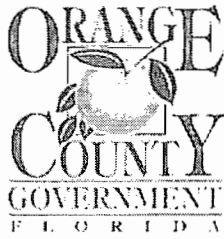
	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: 1304.40(a)(4)</b></p>	<p>(a) Family goal setting. (4) A variety of opportunities must be created by grantee and delegate agencies for interaction with parents throughout the year.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Parent Orientation</b></p>
<p align="center"><b>Family &amp; Community Partnerships</b></p>	<p align="center"><b>Family &amp; Community Partnerships</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>4/5/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

**I. Purpose**

To ensure that parents are informed of the day-to-day activities of the Head Start Program, staff provides an orientation prior to the child's first day of school.

**II. Procedures**

1. Before children attend class, parents must participate in orientation at the beginning of the new school year. More than one session may be offered to accommodate parent's varying schedules. Parents of children enrolled after the new school year begins, must also attend a parent orientation.
2. During orientation, parents receive an orientation packet detailing program specific information that includes, but is not limited to the following:
  - Parental Rights and Responsibilities
  - Daily Activities in the Head Start Classroom
  - Rules and Regulations
3. VPK program participant parents will have an additional orientation with their child's teacher. During this orientation session, teachers will review the VPK Parent Handbook and any other relevant policies & procedures.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards: 1304.40(d)(2)</b>	(d) Parent involvement--general. (2) Early Head Start and Head Start settings must be open to parents during all program hours. Parents must be welcomed as visitors and encouraged to observe children as often as possible and to participate with children in group activities. The participation of parents in any program activity must be voluntary, and must not be required as a condition of the child's enrollment.
<b>Title:</b>	<b>Volunteering in Head Start</b>
<b>Early Childhood Development:</b>	<b>Family and Community Partnership</b>
<b>Revision Date:</b>	<b>2/22/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>


**I. Purpose**

To actively seek volunteers through the use of community resources for the Head Start Program.

**II. Procedures**

1. Volunteers can be professional, non-professional, parents, local residents, and/or other members of the community.
2. The recruitment of volunteer services will be mobilized through community resources, residents, agencies, early childhood professionals, civic groups, faith based organizations, sororities, fraternities, volunteer fairs, stakeholders and other community groups.
3. Head Start parents are encouraged to volunteer in the classroom and in other program service areas.
4. Volunteers must meet the minimum age requirement which is **16 years of age**. This has been predetermined by Orange County Administration and Risk Management. (<http://www.orangecountyfl.net/FamiliesHealthSocialSvcs/SocialServicesOrientedVolunteerism.aspx>)
5. Volunteers will be given a brief overview of the program during parent meetings and/or orientation.
6. Volunteers are required to complete an in-kind form as a record of services rendered. (see attached sample)
7. Volunteers will be placed according to the needs in the program.



	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<b>1304.40(d)(2)</b>
<b>Title:</b>	<b>Volunteering in Head Start (continued)</b>
<b>Early Childhood Development:</b>	<b>Family and Community Partnership</b>
<b>Revision Date:</b>	<b>2/22/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>

8. All volunteers will be subject to ongoing observations by staff to determine their effectiveness in the program.
9. Head Start reserves the right to dismiss volunteers who fail to conduct themselves in accordance with all applicable Orange County and Federal Government policies and procedures.

### **III. Background Screening Requirements for Volunteers**

1. Regardless of background screening, volunteers must never be left alone with children or left in charge of a group of children. Volunteers must always be under constant supervision of staff.

#### **Volunteering ten (10) hours or less per month:**

- a. For volunteers who complete ten (10) hours or less per month they are **exempt** from the fingerprinting requirements.
- b. The following documents are completed by the Center Supervisor and kept on site at each Head Start Center where the volunteer is completing their hours.
  - Volunteer Application
  - DCF Volunteer Affidavit
  - Code of Conduct Statement
  - Statement # 33 (Corporal Punishment)
2. For volunteers who complete their volunteer hours at an Orange County Public School site they are subject to additional Level II background screening requirements to comply with the Jessica Lunsford Act.

#### **Volunteering more than ten (10) hours per month:**

- a. Orange County Head Start requires Level II background screening on all volunteers who complete more than ten (10) hours per month.
- b. If a parent/legal guardian requires a background screening, Head Start will assume the cost. The Administrative Specialist will schedule with Human Resources for a live scan appointment. All other volunteers are responsible for the cost of obtaining a live scan and can receive information on how to obtain one from the Center Supervisor.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	1304.40(d)(2)
Title:	Volunteering in Head Start (continued)
Early Childhood Development:	Family and Community Partnership
Revision Date:	2/22/2012
Policy Council Approval Date:	4/19/2012


- c. Once the criminal history results from live scan are returned, they will be reviewed by Human Resources for compliance. If the volunteer is in compliance, live scan results and a copy of the Affidavit of Good Moral Character will be forwarded to the Administrative Specialist to be entered in ChildPlus. This will signify that the volunteer is eligible to complete more than 10 hours per month.
- d. The Center Supervisor will receive a copy of the background screening results from the Administrative Specialist. It is the responsibility of the Center Supervisor to create a file for the volunteers with the following information listed below:
  - Volunteer Application
  - DCF Volunteer Affidavit
  - Level II Background Screening and Local Law Enforcement Check
  - DCF Background Screening and Personnel File Requirements form
  - Child Abuse and Neglect Mandated Reporter form
  - Code of Conduct Statement
  - Statement # 33 (Corporal Punishment)
  - Affidavit of Good Moral Character

**Storage of Volunteer Files**

1. The Center Supervisor will store, retrieve, and safeguard the volunteer information in alphabetical order within a locked file cabinet.
2. When a volunteer moves to another center, the volunteer file is also transferred. The file should be sealed in an envelope, marked **confidential** and hand- delivered to or retrieved by the Center Supervisor.

**Note: Volunteers should never be in possession of their own file.**

3. If the volunteer participates at more than one site a copy of the volunteer file must be maintained at each of the sites.
4. Volunteer files will be maintained at the site for one year after the volunteer leaves the program.
5. Files will be sent to records management after one year.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: 1304.50 (d)(1)(x)</b></p>	<p>(d) The Policy Council or Policy Committee. (1) Policy Councils and Policy Committees must work in partnership with key management staff and the governing body to develop, review, and approve or disapprove the following policies and procedures: (x) Decisions to hire or terminate the Early Head Start or Head Start director of the grantee or delegate agency</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Selection &amp; Termination of Head Start Division Manager</b></p>
<p><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Human Resources</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>2/22/2012</b></p>
<p><b>Policy Council Approval Date:</b></p>	<p align="center"><b>4/19/2012</b></p>

### **I. Purpose**

To ensure that the Policy Council Personnel Committee works in conjunction with the Board of County Commissioners (BCC) and Head Start management staff to make decisions on the selection and termination of the Head Start Division Manager.

### **II. Selection Procedures**

1. When the Head Start Division Manager position becomes available, the Family Services Director notifies the Regional Office, the BCC, and the Policy Council.
2. The Family Services Director completes a Job Requisition form and sends it to the Human Resources Division within the Family Services Department.
3. The Human Resources Division of the Family Services Department posts the position on the Orange County Government website and in other publications as deemed necessary by the Family Services Director, the BCC, and the Policy Council.
4. Applications for the position are received by the Human Resources Division of the Family Services Department and screened to ensure candidates meet minimum qualifications.
5. Applications approved by Human Resources are then reviewed by the Policy Council Personnel Committee and the Family Services Director to select candidates for an interview.
6. Interviews are conducted by the Family Services Director with an interview panel consisting of the Policy Council Personnel Committee members, Chairperson, and a Human Resources Representative of the Family Services Department.
7. Once a recommendation to hire a Head Start Division Manager has been made, the Family Services Director approves it and then forwards the recommendation to the Policy Council for approval.



**Orange County Family Services Department  
Head Start Division**


**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1304.50 (d)(1)(x)</b>
<b>Title:</b>	<b>Selection &amp; Termination of Head Start Division Manager</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>2/22/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>

8. Once all employment reference checks are completed, the Family Services Director will complete the Job Hiring form and send the entire package of applications, questions, interview notes, scoring matrix and final decision to the Human Resources Division within the Family Services Department.
9. The Human Resources Division will make a contingent offer of employment in which the selected candidate will have to undergo a required background screening, polygraph, physical, and drug test.
10. Upon clearance from these screenings, a final offer of employment will be made and the candidate's name will be forwarded to the BCC for formal appointment.
11. If approved by the BCC, the Regional Office is notified of the hiring of the Head Start Division Manager.

**III. Termination Procedures**

1. The Head Start Division Manager is an appointed position and, as such, is not afforded the protection of progressive discipline and the appeals procedures.
2. In the event that the Family Services Director does not recommend the Head Start Division Manager for an annual appointment, the Family Services Director will meet with the Policy Council Personnel Committee and the Executive Committee.
3. If the Personnel Committee and the Executive Committee agree that a recommendation for an appointment for another year would not be in the best interest of the Head Start program, the two committees will make a joint recommendation to the Policy Council for the removal of the Head Start Division Manager.
4. The Policy Council will approve or disapprove the removal of the Head Start Division Manager.
5. If the Policy Council and the Family Services Department do not come to an agreement, the Internal Dispute Resolution procedure will be followed.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p align="center"><b>Head Start Performance Standards: 1304.50(d)(1)(iii &amp; iv)</b></p>	<p>(d) The Policy Council or Policy Committee. (1) Policy Councils and Policy Committees must work in partnership with key management staff and the governing body to develop, review, and approve or disapprove the following policies and procedures (iii) Procedures for program planning in accordance with this part and the requirements of 45 CFR 1305.3; (iv) The program's philosophy and long- and short-range program goals and objectives (see 45 CFR 1304.51(a) and 45 CFR 1305.3 for additional requirements regarding program planning)</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Program Planning</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Program Governance</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>07/11/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>


### **Purpose**

To ensure that Orange County Head Start engages in program planning that is critical to the continuous process of program improvement.

### **Procedures**

#### **Community Assessment: January-April**

1. The Community Assessment is conducted every three years, with an update completed in the two years in between assessments.
2. A Community Assessment team is formed, under the direction of the Division Manager or designee, and includes key management staff, members of the Policy Council, and community partners.
3. The Community Assessment is initiated and information is collected from internal and external sources.
4. The Community Assessment team reviews data sources and records statistics that give information about the program. The data is interpreted and a report is compiled.
5. The information collected during the Community Assessment identifies strengths, needs, and trends that impact the design and implementation of Head Start. This information will determine appropriate locations for centers and determine areas for targeted recruitment, as well as, form the basis for the creation of decisions regarding budgetary priorities and ERSEA strategies.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<b>1304.50(d)(1)(iii &amp; iv)</b>
<b>Title:</b>	<b>Program Planning (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Program Governance</b>
<b>Revision Date:</b>	<b>07/11/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>


**Self Assessment: February-April**

1. The Head Start Division Manager or designee recruits and encourages staff, parents, Policy Council, and community partners to participate in the process and serve on Self-Assessment teams.
2. The Senior Program Manager of Administration and/or consultant will establish the method used to conduct the Self Assessment.
3. Team Leaders are selected, who will be responsible for the submission of the final summary analysis of their team to the Senior Program Manager of Administration and/or consultant.
4. The Senior Program Manager of Administration and/or consultant will review each Team Leader's Summary Analysis and prepare a final summary report.
5. The Self Assessment Improvement Plan will be derived from the final summary report.

**Strategic Plan: April**

1. The Strategic Planning Committee reviews the findings collected from the Community Assessment, the Self Assessment, and the Self Assessment Improvement Plan to look for significant issues from the data that point to a need for program improvement and staff development.
2. The Strategic Planning Committee develops action steps, and time lines for program improvement goals. Staff is assigned to each action step to identify resources that are needed such as: funds, consultants, staff members, and materials that will be helpful in carrying out the action step.
3. A meeting will be conducted by Team Leaders and representatives of the Policy Council to develop a final draft outline of the Strategic Plan.
4. The budget is prepared based on information derived from the Strategic Plan.

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	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<b>1304.50(d)(1)(iii &amp; iv)</b>
<b>Title:</b>	<b>Program Planning (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Program Governance</b>
<b>Revision Date:</b>	<b>07/11/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**Program Improvement Plan: April**

1. A planning team consisting of management staff reviews data sources such as child records and outcome data, the Community Assessment, Program Information Report (PIR), and the Self Assessment, to record statistics that give information about the program.
2. The planning team reviews themes and/or significant issues that emerge from each data source and develops program improvement goals.
3. The planning team develops action steps and establishes timelines for each goal. Staff member are assigned to each action step to identify resources that are needed such as: funds, consultants, staff members, and materials that will be helpful in carrying out the action step.


**Training/Technical Assistance Plan: April-May**

1. The Sr. Management team reviews the goals in the Strategic Plan to determine the training needed to fully meet Head Start Performance Standards and Orange County Head Start's program objectives.
2. Sr. Management will finalize what trainings will take place, who will benefit, and how, when, and where the trainings will be conducted in order to meet Head Start, state and local requirements.

**Work Plans and School Readiness Plan: June-August**

1. The Sr. Program Manager or Program Manager for each service area will review Work Plans annually.
2. The School Readiness Committee will review the School Readiness Plan annually and make revisions as needed.
3. Any significant changes in Work Plans and the School Readiness Plan will be presented to staff for the upcoming school year.

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	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<b>1304.50(d)(1)(iii &amp; iv)</b>
<b>Title:</b>	<b>Program Planning (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Program Governance</b>
<b>Revision Date:</b>	<b>07/11/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

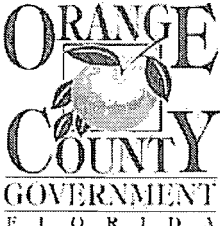
**Annual Report: September-December**

1. The Annual Report is a comprehensive report on the program's activities and performance throughout the calendar year.
2. Management staff and other key decision makers, collect information about each service area, school readiness, fiscal, Parent, Family, and Community Engagement outcomes from database systems to include, but not limited to, the following:
  - Child Plus
  - Advantage
  - Galileo
  - Head Start Enterprise
3. The Information is aggregated and included in the final report.

**Policy Council/Board of County Commissioners (BCC)/Office of Head Start**

1. When the Community Assessment, Self Assessment, Strategic Plan, Program Improvement Plan, Training Plan, Work Plan, and Annual Report are finalized, the Policy Council and the BCC review each plan to make their final recommendations, and then vote for approval or disapproval.
2. Once approved, the Community Assessment, Self Assessment, Strategic Plan, Improvement Plan, and Training Plan are submitted with the Refunding Application to the Head Start Regional Office.
3. Annual plans will be available for all staff on the s drive and each Head Start center is required to maintain a copy on site.



	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p align="center"><b>Head Start Performance Standards:1304.51 (b&amp;e)</b></p>	<p>(b) Communications-general. Grantee and delegate agencies must establish and implement systems to ensure that timely and accurate information is provided to parents, policy groups, staff, and the general community. (e) Communication among staff. Grantee and delegate agencies must have mechanisms for regular communication among all program staff to facilitate quality outcomes for children and families.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>General Communication</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Program Governance</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>3/28/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>4/19/2012</b></p>

**I. Purpose**

To ensure that on-going communication exists between parents, staff, Policy Council (PC), the Board of County Commissioners (BCC), and the community.

**II. Procedures**


**A. Communication with Staff**

Information will be provided to parents, staff, PC, the BCC, and the community via: face-to-face, formal/informal, verbal/non-verbal, email, phone, meetings/trainings.

- Management supports an open line of communication that allows staff to become fully involved in all phases of program operations.
- Staff is given opportunities to share ideas and concerns.
- Pertinent information relating to quality outcomes is shared with staff on an on-going basis.

**B. Communication with Parents**

- Information will be provided to parents in a variety of ways to include the following: Orientation/open house, phone/email, face to face, family partnership agreements, notes, meetings/trainings, IEP development, calendars/newsletters, home visits, parent/teacher conferences, surveys/questionnaires.
- Head Start makes every attempt to translate brochures, fact sheets, and information about Head Start in the primary language of the parents served.)

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<p align="center"><b>1304.51 (b&amp;e)</b></p>
<b>Title:</b>	<p align="center"><b>General Communication (continued)</b></p>
<b>Program Design &amp; Management:</b>	<p align="center"><b>Communication</b></p>
<b>Revision Date:</b>	<p align="center"><b>3/28/2012</b></p>
<b>Policy Council Approval Date:</b>	<p align="center"><b>4/19/2012</b></p>


- Head Start will utilize parents to assist in classrooms to label furnishings, translate weekly vocabulary words, and read stories to children in the child's primary language.
- Bi-lingual Head Start staff act as interpreters to share information in the parent's primary language. Head Start will also contract for the services of a trained interpreter for issues that are confidential in nature.
- Parents are provided with updates at parent meetings and are given opportunities to share their concerns.

**C. Communication with Policy Groups and the Governing Body**

- The PC and the BCC are provided with programmatic information to maintain open exchange of regular communication.
- All updates will be provided to the PC and the BCC on an on-going basis.

**D. Communication with the Community**

- Information is shared with the community through correspondence, press releases, local media, and community and inter- agency meetings; mass recruitment fairs, community partners, Orange County Health Department, Department of Children and Families, and Orange County Public Schools.
- Program staff will collaborate with local organizations for assistance and resources in the community.
- Information contained in the Self Assessment, Community Assessment, Strategic Plan, and Annual Report is posted on the Head Start web site. (<http://www.orangecountyfl.net/?tabid=2393>)

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: 1304.51 (g)</b></p>	<p>(g) Record-keeping systems. Grantee and delegate agencies must establish and maintain efficient and effective record-keeping systems to provide accurate and timely information regarding children, families, and staff and must ensure appropriate confidentiality of this information</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Pre-Registration/Application</b></p>
<p><b>Program Design &amp; Management:</b></p>	<p align="center"><b>ERSEA</b></p>
<p><b>Revision Date:</b></p>	<p align="center"><b>3/7/2012</b></p>
<p><b>Policy Council Approval Date:</b></p>	<p align="center"><b>4/19/2012</b></p>

### **I. Purpose:**

To ensure that pre-registration/applications are processed in an efficient and effective manner.

### **II. Procedures**

1. After the parent or legal guardian completes the pre-registration/application and gathers requested documents, an appointment is made with the Community Service Worker. The application is complete once the face-to-face interview is conducted and all documents to determine eligibility are verified.
2. All applications must be entered in Childplus at the time of the interview. Once the interview is complete, the parent(s) or legal guardian must sign and date the application/pre-registration declaring that the information that they have provided is true. The date on the signature page must be the same date as the application.
3. When the application is complete, the Community Service Worker will inform parents that they will be notified in writing if their child is eligible for the program.
4. The Community Service Workers will send the completed application/pre-registration packet to their Sr. Community Service Worker. The Sr. Community Service Worker or Head Start support staff will verify the information on the application and ensure the information entered in Childplus is aligned with the application information. Once the application is reviewed the Sr. Community Service Worker or Head Start support staff signs off on the application and it is given to the Administrative Specialist.
5. The Administrative Specialist will generate the Enrollment Priority Listing report # 2025 from ChildPlus filtering the report to exclude the names of children. The Sr. Program Manager for Health/Social Services, or assigned staff, screens applications from the "blind" printout to determine which children meet the criteria for eligibility and will be added to the waiting list.
6. For applications of children who are suspected or diagnosed disabled they are sent to the Disabilities/Mental Health Service Area who will assign the disability points if applicable, and enter them in Childplus.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	1304.51 (g)
Title:	Pre-Registration/Application (continued)
Program Design & Management:	Record Keeping & Reporting
Revision Date:	3/7/2012
Policy Council Approval Date:	4/19/2012

7. In order to meet the ten percent (10%) of diagnosed disabled children by the first day of school, Early Head Start children with a diagnosed disability and an Individualized Family Services Plan (IFSP), will have the same priority as any non-Early Head Start child diagnosed with special needs with an Individualized Education Plan (IEP).

**Comprehensive File Requirements**

1. At the Head Start Center where the child is enrolled, the Community Service Worker will develop a Comprehensive File divided into eight (8) sections.
2. The Community Service Workers are responsible for maintaining the Comprehensive Files in a locked file cabinet, with the key in an inaccessible location to the public.
3. Documentation of the provision of services to the child and/or the family **MUST** be entered on the Customer Services Record located in section (A) of each file.
4. Once the file has been created, it is the Service Area's responsibility to maintain their filing. All forms must be filed within ten (10) working days of processing. Prior to filing documentation, it must be secured at all times.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

**Head Start Performance  
Standards: 1304.51 (i)(2)**

(i) Program self-assessment and monitoring. (2) Grantees must establish and implement procedures for the ongoing monitoring of their own Early Head Start and Head Start operations, as well as those of each of their delegate agencies, to ensure that these operations effectively implement Federal regulations.

**Title:**

**On-going Monitoring of Program Operations**

**Program Design & Management:**

**On-going Monitoring**

**Revision Date:**

**2/22/2012**

**Policy Council Approval Date:**

**4/19/2012**

**I. Purpose**

To ensure systematic, objective, and continuous monitoring of all program operations to comply with federal regulations

**II. Procedures**

1. The Quality Assurance Coordinators utilize three monitoring tools to ensure compliance with the Head Start Performance Standards.
2. Quality Assurance Coordinators will conduct two on-site monitorings of each center during the school year. Quality Assurance Monitoring will begin at the start of the school year.
3. Quality Assurance Coordinators will use Monitoring Tools for Classroom Operations, Center Operations, and Comprehensive files (see form E-1a-c).
4. After the exit interview, the Quality Assurance Coordinators will write a formal monitoring report that details areas that are out of compliance or need improvement. The Quality Assurance Coordinators will e-mail the formal report to the Program Manager of Quality Assurance prior to being sent to the Sr. Program Managers, Program Managers, and Service Areas including the appropriate Center Supervisor within five (5) working days of the site visit.
5. Head Start staff responsible for the Classroom Operations, Center Operations, and Comprehensive files will complete a Corrective Action Plan form, identifying all areas of non-compliance and plans for improvement.
6. Head Start staff will then submit the Corrective Action Plan (CAP) to their direct supervisor for review (see form E-1d).
7. The supervisor must submit the Corrective Action Plan to the Program Manager of Quality Assurance via e-mail within fifteen (15) working days after receipt of the monitoring report.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1304.51 (i)(2)</b>
<b>Title:</b>	<b>On-going Monitoring of Program Operations</b>
<b>Program Design &amp; Management:</b>	<b>On-going Monitoring (continued)</b>
<b>Revision Date:</b>	<b>2/22/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>

8. The Program Manager of Quality Assurance will forward Corrective Action Plans via e-mail to Quality Assurance Coordinators.
9. Quality Assurance Coordinators will utilize the Corrective Action Plans to verify non-compliance issues have been addressed.
10. The Quality Assurance Coordinators will revisit the centers within thirty (30) working days, or as deemed appropriate, after the due date of the Corrective Action Plan to ensure that it has been implemented.
11. A monitoring tracking tool is utilized to ensure timely submission of monitoring reports and receipt of CAPs.
12. Quality Assurance Coordinators will document areas still in non-compliance and new areas of concern, if applicable, on the tracking tool (see form E-1e). The completed tracking tool is submitted to the Program Manager of Quality Assurance for review.
13. The Program Manager of Quality Assurance reviews the monitoring tracking tool to verify if CAP's were submitted on time, and if deficiencies addressed in the monitoring reports have been corrected. Any outstanding issues are reported to the Sr. Program Manager of Administration, Sr. Program Manager of Education & Operations and Sr. Program of Health & Social Services for further discussion.
14. The Program Manager will complete a detailed report outlining areas that need improvement prior to the new school year. Overall strengths, weaknesses, trends and recommendations will be input into a Quality Improvement Plan and completed by the end of the school year.

**Note: All serious health and safety concern will be addressed and corrected onsite prior to the completion of the monitoring exit interview by the Quality Assurance Coordinators.**



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

**Head Start Performance  
Standards: 1304.52(b)(1)&(2)**

(b) Staff qualifications--general. (1) Grantee and delegate agencies must ensure that staff and consultants have the knowledge, skills, and experience they need to perform their assigned functions responsibly. (2) In addition, grantee and delegate agencies must ensure that only candidates with the qualifications specified in this part and in 45 CFR 1306.21 are hired.

<b>Title:</b>	<b>Six Week Evaluation</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>07/11/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

To ensure all staff are provided with a six week evaluation.

**II. Procedures**

1. The immediate supervisor is responsible for ensuring that a six-week evaluation is completed on all new hires.
2. Immediate supervisors will formally observe the work habits of their staff to ensure they are becoming acclimated with their particular job duties.
3. Teaching staff will be formally observed by the Center Supervisor for a 2 ½ to 3 hour period. This will be followed by informal observations during different times of the day. Education Coordinators are also required to provide input into the six week evaluation.
4. The immediate supervisor will document the employee's progress on the Orange County Performance Appraisal (Part C Technical Elements, if applicable).
5. The immediate supervisor will give feedback, discussing the strengths of the employee, areas to improve, and techniques for improvement.
6. All new staff must be familiar with the following:
  - Head Start Performance Standards
  - OCHS Standard Operating Procedures
  - Orange County Policies and Procedures Manual
  - Orange County Administrative Regulations
7. Teaching staff are required to be familiar with the following:
  - Safety requirements for classrooms, centers, and buses
  - Bus Monitor procedures
  - High/Scope and the DLM curriculum
  - Galileo Electronic Management of Learning
  - Weekly lesson plan and resource books for planning



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards: 1304.52(b)(3)</b>	(b) Staff qualifications general. (3) Current and former Early Head Start and Head Start parents must receive preference for employment vacancies for which they are qualified.
<b>Title:</b>	<b>Hiring Preferences: Current &amp; Former Head Start Parents</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>7/25/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>


**I. Purpose:**

To ensure that current and former Head Start parents receive preference for employment vacancies for which they are qualified.

**II. Procedures**

1. Head Start provides opportunities to receive skill-development or on-the-job training as part of parent involvement activities.
2. Skill development is provided through partnerships with local agencies as part of parent involvement activities.
3. Current and former parents who apply for a job with Head Start, and meet the minimum qualifications of the position, are given preference in the selection process.
4. Community Service Workers, as part of parent involvement and family partnership agreement discussions, describe the various positions in Head Start as well as outlining the ways parents can become qualified for these positions.
5. Policy Council Parent Representatives will share information regarding Head Start vacancies during monthly Parent Committee meetings.



	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: 1304.52(a)(2)(ii)</b></p>	<p>(2) At a minimum, grantee and delegate agencies must ensure that the following program management functions are formally assigned to and adopted by staff within the program: (ii) Management of early childhood development and health services, including child development and education; child medical, dental, and mental health; child nutrition; and, services for children with disabilities</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Hiring Sr. Management Positions</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Human Resources</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>6/6/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

## **I. Purpose**

To ensure that program management functions are formally assigned to and adopted by staff within the program.

## **II. Procedures**

1. Sr. Program Managers are responsible for leadership, direction, and oversight in the following areas:
  - Planning, development, and implementation of operational procedures
  - Analysis of trends and data on children and families in the program
  - Community partnerships
  - Staff and parent communication
  - Personnel, administration, and supervision of staff
  - Team leadership, team building, staff training and development
2. When Sr. Management positions become available the Division Manager notifies the Head Start Regional Office, the Board of County Commissioners (BCC) and the Policy Council.
3. The Division Manager completes a Job Requisition form which is submitted to the Human Resources Division to post the position.
4. Applications are received by Human Resources and if they meet the minimum qualifications the application is routed to the appropriate hiring authority.
5. The Division Manager and the Policy Council Personnel Committee will screen routed applications and select candidates to interview.
6. Performance based interview questions are designed by the Division Manager in conjunction with Human Resources, with preference given to current and former Head Start parents who meet the minimum qualifications.
7. Interviews are conducted by the Division Manager with an interview panel consisting of Policy Council Personnel Committee members, Head Start management personnel, and a Human Resources representative.




**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1304.52(a)(2)(ii)</b>
<b>Title:</b>	<b>Hiring Sr. Management Positions (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>6/6/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

8. The Interview Committee makes a recommendation to hire a Sr. Program Manager.
9. Once reference checks are completed by the Division Manager or designee, the recommendation to hire an individual for a Sr. Program Management position is forwarded to the Policy Council for approval.
10. Upon approval by the Policy Council, the Division Manager will complete the hiring packet, to include: the routing sheet, applicant questions, applicant responses, interview notes, and the completed hiring forms are sent to Human Resources. The Human Resources Division will make a contingent offer, which includes passing the required level II background screening, physical examination, drug test, and Polygraph.
11. Upon approval, the Head Start Regional Office is notified of the hiring.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: 1304.52(l)(1)</b></p>	<p>(l) Training and development. (1) Grantee and delegate agencies must provide an orientation to all new staff, consultants, and volunteers that includes, at a minimum, the goals and underlying philosophy of Early Head Start and/or Head Start and the ways in which they are implemented by the program.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Orientation: New Employees, Consultants, and Volunteers</b></p>
<p><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Human Resources</b></p>
<p><b>Revision Date:</b></p>	<p align="center"><b>07/25/2012</b></p>
<p><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>


**I. Purpose**

To ensure all new staff, consultants, and volunteers receive an orientation that includes the program's mission, vision, philosophy, and values.

**II. Procedures**

**Employees**

1. All new employees attend the Orange County Government Orientation on the first day of hire, which is scheduled by the Orange County Human Resources Department.
2. The day following orientation, new staff report to the Head Start Administrative office for an overview of Head Start Performance Standards, operations, and services.
3. Employees are given an information packet that contains:
  - Orange County Head Start's Mission, Vision, Philosophy, and Values
  - A brief description of the Head Start program and the history of Head Start in Orange County
  - A copy of the organizational chart
  - Standard Operating Procedures pertinent to their area and the dress code
  - Head Start Employees and Volunteers Code of Conduct and Confidentiality Pledge
  - Frequently called telephone numbers
  - A listing of all Head Start Centers located in Orange County
  - A copy of the school calendar
4. New staff is introduced to the management team and various service area representatives.
5. Each service area is responsible for providing a separate orientation, which will include training that is specific to their service area.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards:</b></p>	<p align="center"><b>1304.52(l)(1)</b></p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Orientation: New Employees, Consultants, and Volunteers (continued)</b></p>
<p><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Human Resources</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>07/25/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

6. If an employee does not attend the orientation provided by Head Start on the second day, one will be scheduled at the discretion of the immediate supervisor.

### **Consultants**

1. Consultants will be selected based on their area of specialty and their specific knowledge of Head Start Performance Standards.
2. For a new consultant, the orientation to Head Start will begin with an initial meeting with the service area and/or management staff.
3. New consultants will receive an information packet that contains:
  - Orange County Head Start Mission, Vision, Philosophy, and Values
  - A brief description of the Head Start program and the history of Head Start in Orange County
  - A copy of the organizational chart
  - A listing of all Head Start Centers located in Orange County
  - Head Start Employees and Volunteers Code of Conduct and Confidentiality Pledge
4. Consultants will be provided with an evaluation of their services and/or training when their work is concluded, if applicable.

### **Volunteers**

1. Volunteers receive an orientation from the Head Start Center Supervisor where they plan to volunteer.
2. The orientation provides an in-depth overview of center operations, federal and state rules and regulations, early childhood development, and an introduction in completing the in-kind paperwork.
3. New volunteers will receive an information packet that contains:
  - Orange County Head Start Mission, Vision, Philosophy, and Values
  - A brief description of the Head Start program and the history of Head Start in Orange County
  - A listing of all Head Start Centers located in Orange County
  - Head Start Employees and Volunteers Code of Conduct and Confidentiality Pledge



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards: 1304.52(g)(1&amp;3)</b>	(g) Classroom staffing and home visitors. (1) Grantee and delegate agencies must meet the requirements of 45 CFR 1306.20 regarding classroom staffing. (3) For center-based programs, the class size requirements specified in 45 CFR 1306.32 must be maintained through the provision of substitutes when regular classroom staff are absent.
<b>Title:</b>	<b>Hiring Substitute Teachers</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>6/27/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

To ensure that class size requirements are maintained through the provision of substitutes when regular classroom staff is absent.

**II. Procedures**

1. To apply for a substitute teacher position applicants can obtain an application through the Head Start Administrative Offices. Parents are encouraged to apply for substitute positions if they meet the minimum qualifications of a teacher assistant/aide.
2. Substitute positions are categorized as on-call. On-call workers cannot work more than twelve hundred hours (1,200) during a twelve (12) month period. On-call workers are not eligible to receive benefits and they cannot participate in the grievance process.
3. Before a substitute is assigned, the results of the following new hire requirements must be received:
  - Live Scan Level II Background Screening (Paid by the substitute)
  - Local Law Arrest Records Check
  - Affidavit of Good Moral Character
  - Polygraph
  - Physical Examination
  - Drug Screening
4. Substitutes must have transportation and be willing to travel to any Head Start Center located in Orange County.
5. Substitute teachers will complete an orientation with the Field Operations Supervisor and the Center Supervisor within one week of hire. An orientation packet will be provided at that time.
6. Timesheets are signed by the Center Supervisor located where the substitute is assigned.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	1304.52(g)(1&3)
Title:	Hiring Substitute Teachers (continued)
Program Design & Management:	Human Resources
Revision Date:	6/27/2012
Policy Council Approval Date:	10/18/2012

7. All substitute teachers are required to complete the Department of Children and Families forty-five (45) hour introductory training within twelve (12) months from the beginning date of their contract.
8. Substitute teachers are required to attend Pre-Service, In-Service, and complete the bus monitor training each year.
9. Substitute teachers will receive an evaluation after six (6) weeks with the Center Supervisor.
10. Substitute teachers are required to remain in contact with the Field Operations Supervisor when there is a lull between assignments to remain on the active list.

**Note:** When a substitute is assigned to a center, the Center Supervisor will obtain a copy of the background screening from the Administrative Specialist. Substitute teachers cannot carry their personnel file to each center.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards: 1304.52(I)(3)(i-ii)</b>	(I) Training and development. (3) At a minimum, this system must include ongoing opportunities for staff to acquire the knowledge and skills necessary to implement the content of the Head Start Program Performance Standards. This program must also include: (i) Methods for identifying and reporting child abuse and neglect that comply with applicable State and local laws using, so far as possible, a helpful rather than a punitive attitude toward abusing or neglecting parents and other caretakers; and (ii) Methods for planning for successful child and family transitions to and from the Early Head Start or Head Start program.
<b>Title:</b>	<b>Selection for Trainings and Professional Conferences</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>07/25/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

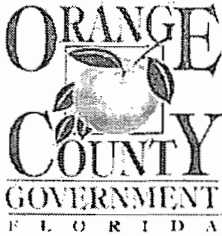
To ensure the annual training plan and budget include provisions for attending trainings and/or professional conferences so that staff can acquire the knowledge and skills necessary to implement federal and state mandates.

**II. Procedures**

1. The Training Plan, in conjunction with the training budget, will identify trainings and/or professional conferences that staff can attend.
2. A portion of the funds in the training budget is designated for travel to trainings and/or professional conferences.
3. Each service area will identify individuals who may attend the trainings and/or professional conferences.
4. The management team will make the decision for selected individuals to attend a training and/or professional conference.
5. The Division Manager gives the final approval on who is allowed to attend.

**Note: Orange County procedures allow individuals to attend one in-state and one out of state conference per fiscal year. Exceptions to this procedure are granted by the Family Services Department Director.**

6. The selected trainings and/or professional conferences are included on the training budget, which is submitted with the Refunding Application.
7. When training and/or professional conference opportunities arise that were not considered in the training budget, the Fiscal Program Manager makes a determination of the affordability of the training.
8. The Division Manager will make the final decision on who may attend the training and/or professional conference based on cost, location, relevance to the program, and adherence to Head Start Performance Standards.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: 1304.52(i)(1)(ii)</b></p>	<p>(i) Standards of conduct. (1) Grantee and delegate agencies must ensure that all staff, consultants, and volunteers abide by the program's standards of conduct. These standards must specify that: (ii) They will follow program confidentiality policies concerning information about children, families, and other staff members.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Code of Conduct and Confidentiality</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Human Resources</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>8/1/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

## **I. Purpose**

To ensure that procedures for the protection of confidential files/records are established and implemented in compliance with all applicable federal, state, and local statutes.

## **II. Procedures**

1. During orientation all employees, professional consultants, and volunteers receive the Employee and Volunteer Code of Conduct and must sign the Confidentiality Pledge form to acknowledge their awareness and understanding of confidential laws and procedures.
2. The following is a list of files/records that are maintained in a secured area:
  - Children's comprehensive file
  - Children's records
  - Employee records
3. Files/records must remain on site at all times unless otherwise required by law.
4. Access to files/records is restricted to authorized personnel of the Head Start Division, Orange County Government, state and federal monitors/auditors.
5. Files/records are to remain in a locked cabinet and should not be left unattended in areas accessible to unauthorized individuals.
6. Security measures that guarantee limited access to confidential electronic files/records related to children, families, and staff are established through password protected database systems.
7. Written authorization, signed by the parent/guardian is required for release of information.
8. Matters concerning children and their families can only be discussed with appropriate and authorized individuals.






**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1304.52(i)(1)(ii)</b>
<b>Title:</b>	<b>Code of Conduct and Confidentiality (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>8/1/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

9. Informal conversations regarding children, families, and/or staff in the presence of visitors or other staff members are a violation of confidentiality.
10. When a breach of confidentiality occurs, the program will inform the Division Manager and/or the Human Resources Division of the incident for investigation and possible progressive discipline.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p align="center"><b>Head Start Performance Standards: 1304.52(i)(2) &amp; Orange County Administrative Regulations 403.2</b></p>	<p>(i) Standards of conduct. (2) Grantee and delegate agencies must ensure that all employees engaged in the award and administration of contracts or other financial awards sign statements that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Code of Conduct: Fiscal Personnel</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Human Resources</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>7/25/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

**I. Purpose:**

To ensure that fiscal personnel do not accept personal or monetary gratuities by signing a Fiscal Code of Conduct statement.

**II. Procedures**

1. Orange County Policy 403.2 stipulates that employees who regulate and enforce code provisions, review proposals, and procurement bids under evaluation shall not accept anything of material value over \$25.00, including meals, from a person who currently has a proposal, procurement, or bid before the employee or committee on which he/she serves.
2. The following positions are required to sign the Fiscal Code of Conduct statement (sample attached):
  - Division Manager
  - Sr. Program Manager of Health Services
  - Sr. Program Manager of Education and Operations
  - Sr. Program Manager of Administration
  - Fiscal Program Manager
  - Sr. Fiscal Coordinator
3. If the employee accepts anything of material value over \$25.00, progressive discipline, up to and including termination will be imposed.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

**Head Start Performance Standards:  
1304.52(j)**

(j) Staff performance appraisals. Grantee and delegate agencies must, at a minimum, perform annual performance reviews of each Early Head Start and Head Start staff member and use the results of these reviews to identify staff training and professional development needs, modify staff performance agreements, as necessary, and assist each staff member in improving his or her skills and professional competencies.

<b>Title:</b>	<b>Annual Staff Performance Evaluations</b>
<b>Program Design &amp; Management:</b>	<b>Human Resources</b>
<b>Revision Date:</b>	<b>07/11/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

To ensure that staff is provided with feedback on their job performance.

**II. Procedures**

1. Orange County Government utilizes a standardized performance evaluation that is completed on an annual basis. The standardized performance evaluation is comprised of three parts:
  - Form A- general ranking of employability skills
  - Form B- systematic evaluation of supervisory skills
  - Form C-technical elements of the specific job position (if applicable)
2. The Family Services Human Resources Administrator sends the Manning Table monthly via email to Sr. Management.
3. Annual performance evaluations are completed by the immediate supervisor. It is the immediate supervisor's responsibility to prepare the end of term review and meet with the employee at least thirty (30) days prior to the end of the performance review period. If an employee is not performing in a satisfactory manner, the immediate supervisor must have written documentation of the improvement action plans and progressive discipline prior to the performance evaluation.
4. Once the performance evaluation is complete it is forwarded to the next level of management for their signature and review. After all signatures have been obtained it is forwarded to the Family Services Human Resource(s) Department for processing.
5. Immediate supervisors are responsible for ensuring that performance evaluations are completed prior to the due date.



## Orange County Family Services Department Head Start Division

### Standard Operating Procedures

#### Head Start Performance Standards: 1305.4(a-e)

(a) To be eligible for Head Start services, a child must be at least three years old by the date used to determine eligibility for public school in the community in which the Head Start program is located, except in cases where the Head Start program's approved grant provides specific authority to serve younger children. Examples of such exceptions are programs serving children of migrant families and Early Head Start programs.

(b)(1) At least 90 percent of the children who are enrolled in each Head Start program must be from low-income families. (2) Except as provided in paragraph (b)(3) of this section, up to ten percent of the children who are enrolled may be children from families that exceed the low-income guidelines but who meet the criteria that the program has established for selecting such children and who would benefit from Head Start services. (3) A Head Start program operated by an Indian Tribe may enroll more than ten percent of its children from families whose incomes exceed the low-income guidelines when the following conditions are met: (i) All children from Indian and non-Indian families living on the reservation that meet the low-income guidelines who wish to be enrolled in Head Start are served by the program; (ii) All children from income-eligible Indian families native to the reservation living in non-reservation areas, approved as part of the Tribe's service area, who wish to be enrolled in Head Start are served by the program. In those instances in which the non-reservation area is not served by another Head Start program, the Tribe must serve all of the income-eligible Indian and non-Indian children whose families wish to enroll them in Head Start prior to serving over-income children. (iii) The Tribe has the resources within its Head Start grant or from other non-Federal sources to enroll children from families whose incomes exceed the low-income guidelines without using additional funds from HHS intended to expand Head Start services; and (iv) At least 51 percent of the children to be served by the program are from families that meet the income-eligibility guidelines. (4) Programs which meet the conditions of paragraph (b)(3) of this section must annually set criteria that are approved by the Policy Council and the Tribal Council for selecting over-income children who would benefit from such a program. (c) The family income must be verified by the Head Start program before determining that a child is eligible to participate in the program. (d) Verification must include examination of any of the following: Individual Income Tax Form 1040, W-2 forms, pay stubs, pay envelopes, written statements from employers, or documentation showing current status as recipients of public assistance. (e) A signed statement by an employee of the Head Start program, identifying which of these documents was examined and stating that the child is eligible to participate in the program, must be maintained to indicate that income verification has been made.

**Title:**

**Eligibility of Children**

**Program Design & Management:**

**ERSEA**

**Revision Date:**

**3/7/2012**

**Policy Council Approval Date:**

**4/19/2012**

#### I. Purpose

To ensure that eligible children are enrolled in the Head Start program.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1305.4(a-e)</b>
<b>Title:</b>	<b>Eligibility of Children (continued)</b>
<b>Program Design &amp; Management:</b>	<b>ERSEA</b>
<b>Revision Date:</b>	<b>3/7/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>

**II. Procedures**

1. In order to meet the eligibility requirements to enroll in Head Start families must live in Orange County. Children who will be turning three years old by September 1<sup>st</sup> of the upcoming school year will have met the predetermined age requirement by the Orange County Public School System
2. As part of the transition process, children enrolled in Early Head Start (EHS) will complete their application at 30 months of age. After a determination of eligibility is made, OCHS Community Service Workers will contact the EHS Social Worker to coordinate a transition meeting. Representatives from each Head Start Service Area will participate in the transition meeting, in order to discuss follow-up to be provided to the child while enrolled in Head Start.
3. Children with a diagnosed disability determined by a public school system (i.e. OCPS), and with an established Individualized Education Plan (IEP) are eligible when they become three (3) years of age. The Disabilities Service Area staff will review applications for children with disabilities at the time of enrollment. Documentation of the diagnosed disability must be provided (children with disabilities are defined as those children who have been evaluated, diagnosed, and met the eligibility criteria through the Local Education Agency).

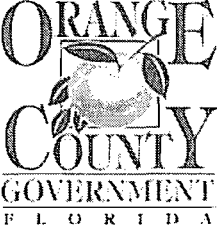
**Verification of Age**

1. As a means of verifying the age requirement the applicant must provide a birth certificate or a legal document. Copies of the documentation used to verify the child's age will be placed in their comprehensive file.


**Verification of Income**

1. At a minimum, ninety percent (90%) of the children enrolled in Head Start must meet the income/categorically eligible guidelines and at least ten (10%) of the total enrollment opportunities, must be made available to children who have disabilities.

**Note: There is no cap of income for children diagnosed with a disability by the Local Education Agency.**

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<b>1305.4(a-e)</b>
<b>Title:</b>	<b>Eligibility of Children (continued)</b>
<b>Program Design &amp; Management:</b>	<b>ERSEA</b>
<b>Revision Date:</b>	<b>3/7/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>


2. Income must be re-verified for students who are returning for the third year and for children transitioning from Early Head Start.
3. Head Start uses the official guidelines that are established by Congress and published in the Federal Register on an annual basis to define income eligibility. Income means the total cash received before taxes from all sources including, but not limited to:
  - Wages and salaries, unemployment payments, regular Social Security payments, Public Assistance (TANF, SSI, General Relief)
  - Railroad Retirement payments (or any other retirement)
  - Strike benefits from union funds
  - Training Stipends
  - Military Family Allotments
  - Private pensions/Government employee pensions (inc. military retirement)
  - Regular insurance or annuity payments
  - Grants, scholarships, and assistantships
  - Dividends, interests, net rental income, net royalties, and periodic receipts from estates or trust
  - Net gambling or lottery winnings
  - Income also means net income from sources such as: non-farm self-employment or farm self-employment
  - Child Support/Alimony/Other regular support from an absent family member or someone not living in the household to include other regular support from third parties.
4. Income does not include:
  - Capital gains, tax refunds, assets drawn down as withdrawal from bank
  - Sale of property (including a house or a car)
  - Gifts
  - Loan/Student Loan
  - Lump sum inheritances
  - One-time insurance payments, compensation for injury

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<p align="center"><b>1305.4(a-e)</b></p>
<b>Title:</b>	<p align="center"><b>Eligibility of Children (continued)</b></p>
<b>Program Design &amp; Management:</b>	<p align="center"><b>ERSEA</b></p>
<b>Revision Date:</b>	<p align="center"><b>3/7/2012</b></p>
<b>Policy Council Approval Date:</b>	<p align="center"><b>4/19/2012</b></p>

- Non-cash benefits such as: Employer and union paid health insurance, or other employee fringe benefits. Food or housing received in lieu of wages. Value of food and fuel produced and consumed on farms. Imputed value of rent from owner non-farm or farm housing. Federal non-cash benefits such as: Medicare, Medicaid, Food Stamps, school lunches and housing assistance. Certain disability payments made to disabled children of Vietnam Veterans, as prescribed by the Secretary of Veteran Affairs. Any family substance assistance allowance (FSSA) received by members of the Armed Forces.

#### **Determining Family Income**

1. When determining family income, Community Service Workers must include the income of all persons living in the same household who are related to the applicant by blood, marriage, or adoption and are supported by the parent(s) or legal guardian(s) of the child enrolling in the program.
2. All Community Service Workers must use the established official income guidelines in determining income eligibility.
3. Community Service Workers must ask appropriate questions to determine all income sources over the past twelve (12) months. The time period for considering income eligibility is the twelve (12) months prior to the month in which the application or re-application is made for enrollment.
4. If a family cannot provide proof of income every effort will be made to assist in obtaining proof. If proof cannot be obtained a notarized statement from the applying parent(s) will suffice.
5. Families claiming no income during the past twelve (12) months must verify this by providing a notarized statement.
6. Community Service Workers should discuss the income status with the family to assess how the family is living and what support services may need to be provided.
7. If the child receives child support from a non-custodial parent, that income must be reported and included. If there is no child support, use only the income of the parent enrolling the child.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head Start Performance Standards:</b>	<p align="center"><b>1305.4(a-e)</b></p>
<b>Title:</b>	<p align="center"><b>Eligibility of Children (continued)</b></p>
<b>Program Design &amp; Management:</b>	<p align="center"><b>ERSEA</b></p>
<b>Revision Date:</b>	<p align="center"><b>3/7/2012</b></p>
<b>Policy Council Approval Date:</b>	<p align="center"><b>4/19/2012</b></p>

8. For the purpose of eligibility, a child from a family that is receiving public assistance (TANF, SSI) or a child in foster care is considered categorically eligible even if the family income exceeds the income guidelines.

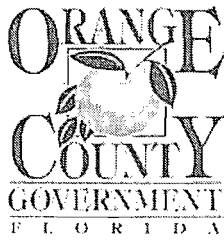
Determining a Family as "Categorically Eligible"

1. Children/Families can be determined categorically eligible for the program if they meet one of the following criteria:
  - Homeless Child/Family
  - Foster Care Child
  - Child/Family receiving TANF benefits
  - Child/Family receiving SSI benefits
2. In order for a child's pre-application to be classified as "Categorically Eligible", documentation must be provided by the family.
3. Proof of income is not required if the child/family meets the above listed criteria.

Determining a Family as "Homeless"

1. Children/Families can be considered "homeless" if they lack a fixed, regular, and adequate nighttime residence to include the following: **( McKinney- Vento homeless Assistance Act of 2001 – title X, Part C of the No Child Left Behind Act – Sec 725)**
  - Sharing the housing of other persons due to loss of housing, economic hardship, or similar reason
  - Living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative accommodations
  - Living in emergency or transitional shelters
  - Abandoned in hospitals; or are awaiting foster care placement
  - The primary nighttime residence is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings
  - Living in cars, parks, public spaces, abandoned buildings, substandard housing, bus and train stations, or similar settings
  - Migratory children who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii) <http://center.serve.org/nche/definition.php>






**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1305.4(a-e)</b>
<b>Title:</b>	<b>Eligibility of Children (continued)</b>
<b>Program Design &amp; Management:</b>	<b>ERSEA</b>
<b>Revision Date:</b>	<b>3/7/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>

2. When determining the family's homelessness, the Community Service Worker will complete a series of questions developed to determine the extent to which the children and their families are living in a fixed, regular, and adequate living situation.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: 1304.53(a)(10)</b></p>	<p>(a) Head Start physical environment and facilities. (10) Grantee and delegate agencies must conduct a safety inspection, at least annually, to ensure that each facility's space, light, ventilation, heat, and other physical arrangements are consistent with the health, safety and developmental needs of children.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Daily Facility Checklist</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Facilities, Material, &amp; Equipment</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>5/2/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

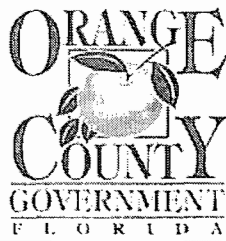
**I. Purpose:**

To ensure that the indoor/outdoor facility is maintained to provide a safe environment that is free of hazards.

**II. Procedures**

1. Prior to the children's arrival, the Daily Classroom Checklist is completed by the first teacher to arrive each day. When problems are identified they are documented on the Daily Classroom Checklist until the issue is resolved.
2. The Daily Classroom Checklist is posted in the classroom in an easily accessible location. Center Supervisors will initial the Daily Classroom Checklist verifying that they are aware of the documented findings. The Center Supervisor takes the appropriate steps to report all findings to the correct department.
3. The Daily Center Checklist is completed by Center Supervisors each day and must be completed no later than 10:00 AM to ensure that the facility, kitchen, and playground are safe, clean, and free of all potential hazards. When problems are identified they are documented on the Daily Center Checklist until the issues are resolved and all findings are reported to the appropriate department.
4. The Daily Center Checklist is posted in the Center Supervisor's office in an easily accessible location.
5. The Daily Center Checklist and the Daily Classroom Checklist are maintained by the Center Supervisor for the duration of the school year.

**Note: The Daily Center Checklist and the Daily Classroom Checklist supersede the Health and Safety Checklist (PRISM) and the Department of Children and Families Physical Environment Checklist.**



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:  
1304.53 (a) (10) (vii)

(a) Head Start physical environment and facilities. (10) Grantee and delegate agencies must conduct a safety inspection, at least annually, to ensure that each facility's space, light, ventilation, heat, and other physical arrangements are consistent with the health, safety and developmental needs of children. At a minimum, agencies must ensure that: (vii) Exits are clearly visible and evacuation routes are clearly marked and posted so that the path to safety outside is unmistakable (see 45 CFR 1304.22 for additional emergency procedures);

Title:

Fire Drill

Program Design & Management:

Facilities, Material, & Equipment

Revision Date:

4/5/2012

Policy Council Approval Date:

10/18/2012

I. Purpose

To ensure safe evacuation practices in emergency situations.

II. Procedures

1. Each Head Start center is required to conduct monthly fire drills, not to occur less than 30 days apart. Document all appropriate fields on the fire drill log.

**Note: Emergency Preparedness drills cannot be conducted in lieu of a monthly fire drill.**

2. Fire drills must be conducted at various times of the day to include the following; nap time, alternate route, and in the presence of a DCF licensing representative.
3. Prior to leaving the classroom, teachers must conduct a head count to ensure that no child is left in the classroom.
4. All persons within a center during a fire drill must exit the building until clearance is given to return. Once all participants have safely exited the building, teachers will use the roll book to account for each child.
5. The fire drill logs must be posted in a visible location as required by the Department of Children and Families.

School-Sites

1. Orange County Public Schools (OCPS) conduct fire drills once a month in accordance with State of Florida regulations
2. OCPS will contact the security alarm company who notifies the Fire Department that a fire drill is being conducted. The alarm is activated, the fire drill is timed, and the results are put into an OCPS database.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	1304.53 (a) (10) (vii)
Title:	Fire Drill (continued)
Program Design & Management:	Facilities, Material, & Equipment
Revision Date:	4/5/2012
Policy Council Approval Date:	10/18/2012

3. If the school fails to conduct a monthly fire drill, Center Supervisors will do their own fire drill.

**County Owned Facilities**

1. Fire drills are conducted by the occupant of the facility on a monthly schedule during normal operating hours.
2. Facilities Management will contact the Fire Alarm Monitoring Vendor to have them put the Fire Alarm Panel in test mode. Once the drill is complete, the fire alarm panel is returned to operation mode.
3. If a representative from Facilities Management fails to conduct a monthly fire drill, Center Supervisors will conduct their own fire drill.

**Leased Site**

1. Local fire municipalities conduct fire drills in conjunction with the Department of Children and Families.
2. The Center Supervisor receives a copy of the fire drill and documents it on the fire drill log.
3. If a representative from the local fire municipality fails to conduct a monthly fire drill, Center Supervisors will conduct their own fire drill.



## Orange County Family Services Department Head Start Division

### Standard Operating Procedures

#### Head Start Performance Standards: 1305.5 (a-c)

(a) In order to reach those most in need of Head Start services, each Head Start grantee and delegate agency must develop and implement a recruitment process that is designed to actively inform all families with Head Start eligible children within the recruitment area of the availability of services and encourage them to apply for admission to the program. This process may include canvassing the local community, use of news releases and advertising, and use of family referrals and referrals from other public and private agencies. (b) During the recruitment process that occurs prior to the beginning of the enrollment year, a Head Start program must solicit applications from as many Head Start eligible families within the recruitment area as possible. If necessary, the program must assist families in filling out the application form in order to assure that all information needed for selection is completed. (c) Each program, except migrant programs, must obtain a number of applications during the recruitment process that occurs prior to the beginning of the enrollment year that is greater than the enrollment opportunities that are anticipated to be available over the course of the next enrollment year in order to select those with the greatest need for Head Start services.

<b>Title:</b>	<b>Recruitment of Children</b>
<b>Program Design &amp; Management:</b>	<b>ERSEA</b>
<b>Revision Date:</b>	<b>3/7/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>

#### I. Purpose

To develop and implement a recruitment process that actively informs all families with Head Start eligible children to encourage them to apply for admission to the program.

#### II. Procedures

1. In order to reach those most in need of Head Start services the management team reviews the results of the Community Assessment and the Program Information Report (PIR) to effectively recruit diverse families.
2. The Community Service Workers will ensure that the total number of applications received during the recruitment process must be greater than the anticipated funded enrollment for the upcoming school year.
3. Recruitment materials are made available to potential parents/guardians of eligible children who reside in Orange County using the following recruitment strategies:

Referrals from currently enrolled parents; the Community Coordinated Care for Children (4-C) waiting list; local media; networking through conferences, community and inter-agency meetings; mass recruitment fairs in various target areas; recruitment materials distributed to Community Partners such as the OC Health Department, DCF, OCPS and agencies that serve families of children with special needs.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**


<b>Head Start Performance Standards: 1305.6 (a)</b>	(a) Each Head Start program must have a formal process for establishing selection criteria and for selecting children and families that considers all eligible applicants for Head Start services.
<b>Title:</b>	<b>Selection of Children</b>
<b>Program Design &amp; Management:</b>	<b>ERSEA</b>
<b>Revision Date:</b>	<b>3/7/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>

**I. Purpose**

To ensure that the selection process systematically selects children of families with the greatest need.

**II. Procedures**

1. An ERSEA Steering Committee which includes: parents, community partners, and staff are involved in making recommendations to determine what to consider for the Eligibility Priority Selection Criteria.
2. The committee will review the Orange County Head Start Community Assessment to consider specific needs within Orange County and the program's targeted communities.
3. Priority points are established by categories such as: age of the child, categorically eligible, income, disability, wait listed, other factors and extenuating circumstances, and agency referral.
4. The ERSEA Steering Committee presents the recommended Eligibility Priority Selection Criteria to the Policy Council for approval.
5. The Eligibility Priority Selection Criteria must be approved by the Policy Council and the BCC.
6. Children will be selected for enrollment based on their priority points on the waiting list.
7. For children transitioning from Early Head Start who have the same number of priority points on the waiting list, the child from Early Head Start will have priority in selection for enrollment.
8. During the selection process, staff must consider the income of eligible families, the availability of kindergarten to the child, and the extent to which a child or family meets the criteria.

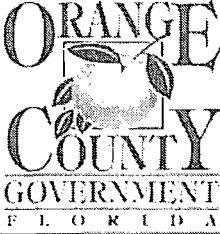
	<p style="text-align: center;"><b>Orange County Family Services Department Head Start Division</b></p> <p style="text-align: center;"><b>Standard Operating Procedures</b></p>
<p><b>Head start Performance Standards:</b> 1305.6 (d) 1305.7 (b)</p>	<p>(d) Each Head Start program must develop at the beginning of each enrollment year and maintain during the year a waiting list that ranks children according to the program's selection criteria to assure that eligible children enter the program as vacancies occur.</p> <p>(b) A Head Start grantee must maintain its funded enrollment level. When a program determines that a vacancy exists, no more than 30 calendar days may elapse before the vacancy is filled. A program may elect not to fill a vacancy when 60 calendar days or less remain in the program's enrollment year.</p>
<p style="text-align: center;"><b>Title:</b></p>	<p style="text-align: center;"><b>Maintaining the Waiting List</b></p>
<p><b>Program Design &amp; Management:</b></p>	<p style="text-align: center;"><b>ERSEA</b></p>
<p><b>Revision Date:</b></p>	<p style="text-align: center;"><b>3/28/2012</b></p>
<p><b>Policy Council Approval Date:</b></p>	<p style="text-align: center;"><b>4/19/2012</b></p>

**I. Purpose:**

To ensure that a waiting list is maintained throughout the year so that eligible children may enter the program as vacancies occur.


**II. Procedures**

1. The Community Service Workers will enter the pre-application information in the Childplus database.
2. The Sr. Community Service Workers and designated Head Start staff will verify the information on the pre-application and in the Childplus database.
3. During recruitment months February -July the Enrollment Priority Listing report # 2025 will be generated from ChildPlus on a weekly basis, or upon request, by the Sr. Program Manager of Social/Health Services.
4. After the Enrollment Priority Listing report is reviewed, the Administrative Specialist is responsible for printing the acceptance/denial letters and mailing them to parents.
5. A copy of the report identifying over-income families who have been denied enrollment will be kept in the Administrative Specialist's notebooks.
6. An accurate up-to-date waiting list is maintained at all times for each center.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<b>Head start Performance Standards:</b>	<b>1305.6 (d) &amp; 1305.7 (b)</b>
<b>Title:</b>	<b>Maintaining the Waiting List</b>
<b>Program Design &amp; Management:</b>	<b>ERSEA</b>
<b>Revision Date:</b>	<b>3/28/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>

7. A waiting list with the names of eligible children for each center is generated from ChildPlus and given to the appropriate Community Service Worker. All students on the waiting list will continue to have an active application status until age or other factors end their period of eligibility. Periodically, the Community Service Worker will contact families on the waiting list to ensure Head Start services are still needed.
8. The Community Service Worker is responsible for making sure that the center's funded enrollment is maintained at all times.
9. If a child withdraws from the program, the Community Service Worker completes a change of status form submits the form to the Sr. Community Service Worker for approval. Once approved, the form is submitted to the Administrative Specialist to make the necessary changes in ChildPlus.
10. Any vacancies will be replaced from the existing waiting list. The Community Service Worker has up to thirty (30) calendar days to fill the vacant slot with an eligible child from the waiting list.
11. Every effort will be made to enroll the next prioritized child. Staff must thoroughly document their efforts before moving to the next child on the waiting list.



	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p><b>Head Start Performance Standards: 1305.7(a&amp;c)</b></p>	<p>a) Each child enrolled in a Head Start program, except those enrolled in a migrant program, must be allowed to remain in Head Start until kindergarten or first grade is available for the child in the child's community, except that the Head Start program may choose not to enroll a child when there are compelling reasons for the child not to remain in Head Start, such as when there is a change in the child's family income and there is a child with a greater need for Head Start services. c) If a child has been found income eligible and is participating in a Head Start program, he or she remains income eligible through that enrollment year and the immediately succeeding enrollment year</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Enrollment of Children</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>ERSEA</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>4/5/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>10/18/2012</b></p>

**I. Purpose**

To ensure that there is a process in place for the enrollment of Head Start eligible children.

**II. Procedures**

**Enrollment**

1. The Community Service Worker will contact parents to complete the enrollment forms. The entry date will be the first day that Head Start services are provided to the child. The Community Service Worker will make three (3) attempts to contact the parent to enroll the child into the program. Each attempt must be documented by the Community Service Worker.
2. If a mother and father have joint custody of a child, staff must find out the child's primary place of residence and that parent will be the one who will enroll the child. If the child lives equally with both parents, the mother and father will decide who will enroll the child. Only one (1) parent can complete the paperwork.
3. Families that are assigned temporary guardianship of children who are applicants for Head Start must present legal proof, which includes court orders, Department of Children and Families declarations, or custody papers.
4. The following forms must be completed during the enrollment process:
  - Childcare Application for Enrollment
  - Corporal Punishment Policy # 33
  - Consent for Medical / Dental Emergencies
  - Child's Health Record
  - Late Procedure



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1305.7(a&amp;c)</b>
<b>Title:</b>	<b>Enrollment of Children (continued)</b>
<b>Program Design &amp; Management:</b>	<b>ERSEA</b>
<b>Revision Date:</b>	<b>4/5/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

- Termination Policy and Appeals Clause
- Parent Code of Conduct
- Nutrition Status Questionnaire
- Male Involvement (if applicable)
- CCFP / Child Nutrition Participation form
- Voluntary Pre-Kindergarten (VPK) application (if applicable)
- Consent to Exchange Information (if applicable)
- Full Day/Full Year Program Contract (if applicable)
- Adult Education and Work History

5. The parent must provide up-to-date immunization records in order for the child to be enrolled.
6. Physical examinations are due within 30 day of enrollment. However, parents are strongly encouraged to provide the physical examination verification before the first day of school.
7. If the child has a chronic illness the Community Service Worker will contact one of the nurses in Health Services to complete a Health Care Plan with the parent.
8. Before enrolling disabled children, all service areas must be notified and informed of the condition. A multi-disciplinary team will convene to ensure the Head Start classroom has the appropriate equipment, supplies, and materials, for working with the child. Staff working with the child will be properly trained on the child's condition.
9. During the enrollment process, parents will be notified of the mandatory orientation prior to the beginning of the school year.
10. Once all paperwork is received, the Community Service Worker will place a copy of the original enrollment packet in the child's comprehensive file at the center. The Community Service Workers will copy the enrollment packet and send the forms to the Administrative Specialist at the Main Office.
11. The Administrative Specialist will enter health and nutrition information into the ChildPlus database and forward the information to the appropriate service area.
12. The Program Specialist will enroll the child in the appropriate classroom as well as indicate to the Community Service Worker the enrollment date for the child.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1305.7(a&amp;c)</b>
<b>Title:</b>	<b>Enrollment of Children (continued)</b>
<b>Program Design &amp; Management:</b>	<b>ERSEA</b>
<b>Revision Date:</b>	<b>4/5/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

13. The Administrative Specialist will create a file with the child's name and file in the appropriate Head Start center. Each file will contain the pre-registration application, enrollment screening selection criteria, and the income verification.
14. The Administrative Specialist will ensure that the files are locked with the keys stored in an inaccessible location to the general public.
15. If transportation services are requested, a Transportation Request form is submitted to the Sr. Foreman.
16. If a child is four (4) years old on or before September 1<sup>st</sup>, he/she is eligible for the Voluntary Pre-Kindergarten Program (VPK). The Community Service Worker will need to have the parent or guardian complete a VPK application and forward the application, a copy of the birth certificate, and proof of residency to the Sr. Program Manager of Operations. The Sr. Program Manager of Operations will ensure that the necessary documents are forwarded to the Early Learning Coalition of Orange County (ELCOC). The ELCOC will send the certificate of eligibility to the parents for their records.

**Re-enrollment**

1. Any three (3) year old child or four (4) year old not yet eligible for Kindergarten that is currently enrolled will be eligible for Head Start the following year, unless there are compelling circumstances for the child not to remain in the program. It is not necessary to verify income for 2<sup>nd</sup> year students.
2. If a child is returning for the third year, a new application must be completed.
3. Children transferring from center to center will be limited to special circumstances, which could affect the child's participation in the program. Approval from the Sr. Program Manager of Health/Social Services is required.
4. The Community Service Worker will send a Change of Status Form with the enrollment packet to the Administrative Specialist assigned to that center.
5. If the transfer is approved, the Community Service Worker will ensure that the child's comprehensive file is transferred to the new center at the same time of the transfer in ChildPlus. If the transferred child has a disability, all service areas and center staff must be notified before the transfer occurs.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**


<b>Head Start Performance Standards: 1310.20 (2-5)</b>	(2) Vehicles must not be loaded beyond the maximum passenger capacity at any time. (3) Vehicles must not be required to back up or make "U" turns, except when necessary for reasons of safety or because of physical barriers. (4) Stops must be located to minimize traffic disruptions and to afford the driver a good field of view in front of and behind the vehicle. (5) When possible, stops must be located to eliminate the need for children to cross the street or highway to board or leave the vehicle.
<b>Title:</b>	<b>Scheduling of Non Head Start Trips</b>
<b>Program Design &amp; Management:</b>	<b>Transportation</b>
<b>Revision Date:</b>	<b>3/7/2012</b>
<b>Policy Council Approval Date:</b>	<b>10/18/2012</b>

**I. Purpose**

To establish procedures for scheduling transportation of non Head Start trips.

**II. Procedures**

1. No scheduling of contracted trips should begin without prior signed approval from the appropriate Sr. Program Manager. This initial request should include a tentative date, departure and return times, destination, purpose, and expected number of passengers.
2. The Sr. Program Manager must coordinate with Transportation Senior Foreman or designee as needed before giving approval to the participating agency requesting the contracted trip.
3. Complete the Hold Harmless Agreement and provide a copy of the liability insurance from the participating agency.
4. For out of county travel, at least 3 week advance notice is required on the written Transportation Request.
5. If required by the contract, drivers will remain at the site while the participants are there and the driver must make arrangements to have lunch at the site. It is the responsibility of the driver to ensure that the vehicle is parked in a secure manner.
6. An accurate number of passengers expected must be provided to the Transportation Senior Foreman at least one day before the date of the trip. Vehicles must not exceed the manufacturer's designated capacity.
7. The Transportation Senior Foreman will provide upon request; maps, arrangements for rest/food stops, and/or other special services or accommodations as approved.
8. The current rate for the rental of the Head Start bus is \$3 per mile.

	<p align="center"><b>Orange County Family Services Department Head Start Division</b></p> <p align="center"><b>Standard Operating Procedures</b></p>
<p align="center"><b>Head Start Performance Standards: 13047.53 (a)(7)</b></p>	<p>(a) Head Start physical environment and facilities (7) Grantee and delegate agencies must provide for the maintenance, repair, safety, and security of all Early Head Start and Head Start facilities, materials and equipment.</p>
<p align="center"><b>Title:</b></p>	<p align="center"><b>Key Control</b></p>
<p align="center"><b>Program Design &amp; Management:</b></p>	<p align="center"><b>Facilities</b></p>
<p align="center"><b>Revision Date:</b></p>	<p align="center"><b>2/22/2012</b></p>
<p align="center"><b>Policy Council Approval Date:</b></p>	<p align="center"><b>4/19/2012</b></p>

## I. Purpose

To ensure all Head Start facilities and the contents within are secured at all times.

## II. Procedures

1. Keys for each Head Start site must be accounted for at all times. Determination of the person who will provide the keys depends on where the Head Start center is located, i.e. on a school-based site, within a county building or at a leased facility.
2. Anytime staff is issued a key, the top portion of the Key Tracking Log form must be completed in its entirety and returned to the Center Supervisor or designee. **See Attachment.**
3. The Center Supervisor or designee should have a copy of the Key Tracking Log readily available. This list should be maintained and kept confidential.
4. In the event a key is lost or stolen, staff must immediately report this to their Center Supervisor. Center Supervisors must report the occurrence to the appropriate persons and follow their instructions for replacement.
5. The Key Tracking Log form must be completed in its entirety and contain the following information:
  - Center/Location
  - Date Received/Date Returned/Date Lost
  - Key #
  - Assigned key location
  - Key Recipient's Name/Title
  - Key Recipient's Signature
  - Center Supervisor or designee's name
  - Center Supervisor or designee's signature

### School-Site Key Procedures

1. The Center Supervisor coordinates key pick up through the Principal or designee.
2. The Center Supervisor is responsible for completing the top portion of the Key Tracking Log prior to distributing any keys to the appropriate staff. A copy should be maintained for verification purposes.



**Orange County Family Services Department  
Head Start Division**

**Standard Operating Procedures**

<b>Head Start Performance Standards:</b>	<b>1304.53 (a)(7)</b>
<b>Title:</b>	<b>Key Control (continued)</b>
<b>Program Design &amp; Management:</b>	<b>Facilities</b>
<b>Revision Date:</b>	<b>2/22/2012</b>
<b>Policy Council Approval Date:</b>	<b>4/19/2012</b>

3. In the event a key is lost or stolen, staff should immediately report this to their Center Supervisor. Next, the Center Supervisor should inform the Principal or designee of the occurrence and follow their instruction for replacement.
4. At the end of the school year, all Head Start staff must turn their keys in to the Center Supervisor.
5. The Center Supervisor will complete the bottom portion of the Key Tracking Log and maintain a copy for verification purposes.
6. Returned keys will be given to the Principal or designee by the Center Supervisor.

**County Owned Facility Key Procedures**

1. Keys to the front entrance of county owned facilities will be issued. Head Start staff will not be issued keys to the back doors of any county owned facility.
2. Key requests must be made to the appropriate Orange County Facilities Manager with the appropriate sections of the Key Tracking Log Form completed by the Head Start Division Manager or a designee.
3. The Center Supervisor should contact Facilities and Human Resources to set up badge access at the appropriate centers. Staff must provide the last four digits of their social security numbers in order to swipe their badge for entry at their assigned Community Center. (if applicable)
4. Issuance of gate keys will be determined by the Center Supervisor and Center Manager of the County Owned Facility. (if applicable)
5. In the event a key is lost or stolen, staff should immediately report this to their Center Supervisor. Next, the Center Supervisor should inform the Division Manager of the occurrence and follow instructions given for replacement.
6. At the closing of a site, the Center Supervisor will complete the bottom portion of the Key Tracking Log and submit a copy along with the keys, to the Division Manager for approval.
7. The Division Manager will then complete the appropriate fields and submit the form to Orange County Facilities Management.
8. If applicable, Facilities and Human Resources will be contacted to disable badge access to the Center.



Orange County Family Services Department  
Head Start Division

Standard Operating Procedures

Head Start Performance Standards:	1304.53 (a)(7)
Title:	Key Control (continued)
Program Design & Management:	Facilities
Revision Date:	2/22/2012
Policy Council Approval Date:	4/19/2012

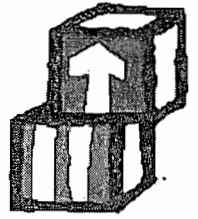
9. All staff transferring from one center to another must turn in their keys to the the Center Supervisor following the appropriate steps outlined above.

**Leased Site Key Procedures**

1. The Center Supervisor coordinates key pick up through the appropriate personnel at the leased facility.
2. The Center Supervisor is responsible for completing the top portion of the Key Tracking Log prior to distributing the keys to the appropriate staff. A copy should be maintained for verification purposes.
3. In the event a key is lost or stolen, staff should immediately report this to their Center Supervisor. Next, the Center Supervisor should inform the appropriate personnel at the leased facility of what has happened, and follow their instruction for replacement of the key.
4. At the closing of a center, the Center Supervisor will complete the bottom portion of the Key Tracking Log and maintain a copy for verification purposes.
5. All received keys will be returned to the appropriate personnel at the leased facility by the Center Supervisor.
6. All staff transferring from one center to another must turn their keys to the Center Manager following the appropriate steps outlined above.



## Key Tracking Log Form



**Directions:** When issuing keys the top portion of the form needs to be completed.

Center/Location: \_\_\_\_\_

Date Received: \_\_\_\_\_

Key #: \_\_\_\_\_ Assigned key location: \_\_\_\_\_

Key Recipient's Name/Title: \_\_\_\_\_

Key Recipient's Signature: \_\_\_\_\_

Center Supervisor or designee's name: \_\_\_\_\_

Center Supervisor or designee's signature: \_\_\_\_\_

Division Manager or designee: Approval ☐ Denial ☐

Signature: \_\_\_\_\_

-----

**Directions:** When returning or losing keys the bottom portion of the form needs to be completed.

Center/Location: \_\_\_\_\_

Date Returned: \_\_\_\_\_ Date Lost: \_\_\_\_\_

Key #: \_\_\_\_\_ Assigned key location: \_\_\_\_\_

Key Recipient's Name/Title: \_\_\_\_\_

Key Recipient's Signature: \_\_\_\_\_

Center Supervisor or designee's name: \_\_\_\_\_

Center Supervisor or designee's signature: \_\_\_\_\_

Division Manager or designee: Approval ☐ Denial ☐

Signature: \_\_\_\_\_





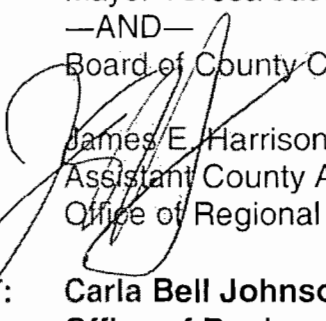
Interoffice Memorandum

I. CONSENT AGENDA  
OFFICE OF REGIONAL MOBILITY  
1

AGENDA ITEM

November 13, 2012

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

FROM:  James E. Harrison, Esq., P.E.  
Assistant County Administrator  
Office of Regional Mobility

CONTACT: **Carla Bell Johnson, AICP, Assistant to the Director**  
**Office of Regional Mobility**

PHONE: **407-836-5314**

SUBJECT: November 27, 2012 — Consent Item  
LYNX Service Funding Agreement for FY 2012-2013

As part of the adopted budget for FY 2012-13, Orange County has appropriated a total of \$33,583,056 to LYNX for provision of public transportation services. This includes \$690,000 that the Board specifically approved for use in funding Link 111, which had previously been funded by other sources that have now been exhausted.

Link 111 currently provides service at 30 minute frequency from the Orlando International Airport (OIA) to the Disney area, including service to the Florida Mall and the International Drive area. It is a critical component of the future SunRail Feeder Bus System that will connect to the Sand Lake Road Station beginning in 2014. The current annual cost to operate Link 111 is \$2.2 million. Disney Escrow Funds and other sources that have been utilized in the past to fund Link 111 are now exhausted and LYNX has used reserve funding to continue operating this route in recent months.

Because additional funding from other sources is not currently available to continue operating this route at the existing service level, LYNX and County staff have discussed a modified service proposal that truncates the existing Link 111 route in the International Drive area (at Central Florida Parkway and Sea Harbor Drive) and reduces the service frequency to 60 minutes. This proposal provides service from OIA to the International Drive area and will still allow current Link 111 riders to transfer to other routes, such as Link 50, to reach the Disney area. The projected annual cost to operate this modified service is approximately \$677,000, which can be funded with the additional funding designated by the Board. LYNX has completed a public outreach effort and the LYNX Board has approved this modified service proposal for implementation with their system-wide service changes scheduled to begin in December 2012.

Mayor Teresa Jacobs and Board of County Commissioners  
November 27, 2012 – Consent Item  
Lynx Service Funding Agreement for FY 2012-2013  
November 13, 2012  
Page Two

Beginning in 2014, Link 111 service will need to be enhanced to provide 30-min peak hour frequency on weekdays to match the SunRail service. At that time, the additional cost to operate this enhanced service will be provided by the Florida Department of Transportation, through the SunRail project.

The proposed LYNX Service Funding Agreement for FY 2012-13 outlines the obligations of LYNX and the County and provides the funding necessary for LYNX to continue providing the current public transportation services, including the modified service proposal for Link 111.

The County Attorney's Office has reviewed and approved the form of this agreement.

**ACTION REQUESTED: Approval of Service Funding Agreement by and between Orange County, Florida and LYNX for FY 2012-13. All Districts.**

JEH/CBJ/lab

Attachments

c: Ajit Lalchandani, County Administrator  
Jeff Newton, County Attorney  
Randy Singh, Manager, Office of Management and Budget

EXECUTION  
COPY

SERVICE FUNDING AGREEMENT  
by and between  
ORANGE COUNTY, FLORIDA  
and  
LYNX

THIS SERVICE FUNDING AGREEMENT ("Agreement") is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose principal address is Post Office Box 1393, Orlando, Florida 32802-1393 (hereinafter the "**Funding Partner**" or "**County**"), and the **CENTRAL FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, a body politic and corporate created pursuant to Part II, Chapter 343, Florida Statutes, whose principal address is 455 North Garland Avenue, Orlando, Florida 32801 (hereinafter "**LYNX**").

WITNESSETH

**WHEREAS**, Part II, Chapter 163, Florida Statutes (the "**Local Government Comprehensive Planning and Land Development Regulation Act**"), provides, *inter alia*, that specific public facilities and services must be available concurrently with the impacts of development; and

**WHEREAS**, the Funding Partner recognizes the need to provide Public Transportation (as hereinafter defined) in an efficient manner and acknowledges the benefits of increased ridership on the regional transportation system; and

**WHEREAS**, increasing traffic congestion and continued population growth require mass transit service improvements; and

**WHEREAS**, reliable and convenient mass transit service offers a viable alternative to private automobile travel; and

**WHEREAS**, the Funding Partner recognizes the need to maintain and improve transit services; and

**WHEREAS**, pursuant to Section 343.64, Florida Statutes, LYNX has the authority to own, operate, maintain, and manage a Public Transportation system in the area of Orange, Seminole and Osceola Counties; and

**WHEREAS**, LYNX currently provides mass transit services within the geographical limits of the Funding Partner; and

**WHEREAS**, pursuant to Section 343.64, Florida Statutes, LYNX has the right to contract with other governmental entities, including the Funding Partner, and has the right to accept funds from such other governmental entities; and

**WHEREAS**, the Funding Partner and LYNX entered into an Interlocal Agreement for Public Transit Services dated as of January 24, 2012 (the "**Prior Fiscal Year Funding**");

Agreement”) pursuant to which the Funding Partner agreed to appropriate funds to LYNX for fiscal year from October 1, 2011 to September 30, 2012 to support LYNX Public Transportation services within the Service Area (as hereinafter defined); and

**WHEREAS**, the term of the Prior Fiscal Year Funding Agreement ended on September 30, 2012; and

**WHEREAS**, the Funding Partner has budgeted funds for the fiscal year beginning on October 1, 2012 and ending on September 30, 2013 (“Fiscal Year”) to support LYNX’s Public Transportation services for such fiscal year; and

**WHEREAS**, at present, LYNX and the Funding Partner acknowledge that the funds provided by the Funding Partner to LYNX are used as the Funding Partner’s support of the regional Public Transportation System only within the Service Area (as hereinafter defined).

**NOW, THEREFORE**, in and for consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the Funding Partner and LYNX agree as follows:

1. **Recitals**. The Funding Partner and LYNX hereby declare that the Recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. **Definitions**. The following capitalized terms shall have the following meanings:

“**Access LYNX**” means LYNX’s van transit service for medically-qualified, physically challenged transit customers.

“**ADA**” means the Americans with Disabilities Act of 1990.

“**Agreement**” means this Service Funding Agreement and its Exhibits.

“**Appropriated Amount**” means the amount to be paid to LYNX by the Funding Partner for the Current Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder, as set forth in paragraph 3 hereof.

“**Deadhead Hours**” means the vehicle hours of operation incurred in non-Revenue Service in support of Revenue Service (i.e., hours from the garage to the beginning of a route).

“**Deadhead Miles**” means the vehicle miles incurred in non-Revenue Service in support of Revenue Service (i.e., miles from the garage to the beginning of a route).

“**Demand Response Service**” or “**NeighborLink**” means service provided in response to passenger requests made in advance to LYNX, which then dispatches a vehicle to pick up the passengers and transport them to their destinations or to a fixed-route transfer point within a designated demand response service area.

**"Fiscal Year"** or **"Current Fiscal Year"** means the twelve (12) month period commencing October 1, 2012 and ending the following September 30, 2013.

**"Fixed-Route Service"** means service provided on a repetitive, fixed-schedule basis along a specific route with vehicles stopping to pick up and deliver passengers to specific locations. Unlike demand response service, Fixed-Route Service services the same origins and destinations. Fixed-Route Service includes route deviation service, where revenue vehicles deviate from fixed-routes on a discretionary basis.

**"FDOT"** means the Florida Department of Transportation.

**"FTA"** means the Federal Transit Association.

**"New Appropriated Amount"** means the amount that is approved or appropriated by the Funding Partner for the Next Fiscal Year in consideration of the Public Transportation to be provided by LYNX hereunder for the Next Fiscal Year, as set forth in paragraph 3 below.

**"Next Fiscal Year"** means the twelve (12) month period immediately following the Current Fiscal Year, and is the period commencing October 1, 2013 and ending the following September 30, 2014.

**"Operating Expenses"** mean the expenses associated with the operations of LYNX, and which are classified by function or activity.

**"Passenger Fares"** means the revenue earned from carrying passengers in regularly scheduled service. Passenger Fares include the base fare, distance premiums, express service premiums, transfers and quantity purchased discount fares (i.e., daily, seven-day, thirty-day, student, senior, etc. tickets and passes).

**"Passenger Trips"** means the number of fare-paying individuals who ride LYNX's buses in any given period with each individual being counted once per boarding.

**"Public Transportation"** means transportation by a conveyance (e.g., by bus or van) that provides regular and continuing general or special transportation to the public, but does not include light rail. "Special transportation" includes transportation services being provided to the public pursuant to the ADA.

**"Revenue Hours"** means the hours a vehicle travels while in Revenue Service, which excludes Deadhead Hours.

**"Revenue Miles"** means the miles a vehicle travels while in Revenue Service, which excludes Deadhead Miles.

**"Revenue Service"** means the portion of the trip and/or period of time when a vehicle is available to board and alight fare-paying transit passengers.

**"Service Area"** means generally the geographic area or the Fixed-Route Service, as the case may be, described and set forth in **Exhibit "A"** attached hereto.

3. **Funding Partner Obligations.**

(a) **Current Fiscal Year.**

(i) The Funding Partner agrees to appropriate the amount specified on **Exhibit "B"** attached hereto (the "**Appropriated Amount**") to LYNX for the Fiscal Year for the provision of Public Transportation within the Service Area.

(ii) The Appropriated Amount shall be paid by the Funding Partner to LYNX in twelve (12) equal monthly installments, with each installment being due on the first day of each month. The first installment payment shall be due upon the later of (x) October 1, 2012 or (y) thirty (30) days after the execution date of this Agreement; and any other installment payments which would be due prior to the execution date of this Agreement shall also be paid within thirty (30) days after the execution date of this Agreement.

(b) **Next Fiscal Year.**

(i) If, prior to the termination date of this Agreement (as set forth in Paragraph 20 below), the Funding Partner and LYNX have not reached a written agreement setting forth an appropriation to LYNX for the Next Fiscal Year, then, notwithstanding the expiration of this Agreement at the end of the Current Fiscal Year and in order to continue the Public Transportation after said expiration, the Funding Partner shall continue to pay LYNX for the Next Fiscal Year the amount set forth below.

(ii) The amount to be paid under clause (i) shall be the New Appropriated Amount provided that the Boards of both the Funding Partner and LYNX have so approved that Amount. This New Appropriated Amount shall be paid as set forth in clause (v) below.

(iii) In the event the New Appropriated Amount actually approved by the Board of the Funding Partner at its budget adoption is less than what had been scheduled by the Funding Partner prior to said adoption hearing, then, in that event, LYNX may immediately or as soon as practicable for the Next Fiscal Year reduce the scope of service to be provided hereunder so as to be in line with the New Appropriated Amount.

(iv) In the event the Funding Partner has not by the end of the Current Fiscal Year, adopted a New Appropriated Amount, then the amount to be paid will be equal to the Appropriated Amount for the Current Fiscal Year. This Amount will be paid as set forth in clause (v) below. At such time thereafter as the Funding Partner has adopted a New Appropriated Amount, then, in that event, the parties will adjust and reconcile between themselves any adjustment to the payments that would have been made to LYNX by the Funding Partner for the Current Fiscal Year and the service to be provided hereunder will be adjusted to be in line with the New Appropriated Amount.

(v) The amount to be paid under this subparagraph (b) above (whether the New Appropriated Amount under clauses (ii) or (iii) or the Appropriated Amount

under clause (iv)), shall be paid in equal monthly installments (the “**Post-Termination Payment**”) due on the first day of each month commencing October 1, 2013 until the earliest to occur of the following: (i) LYNX and the Funding Partner reach a written agreement setting forth a different appropriation for the Next Fiscal Year; (ii) one hundred twenty (120) days following that date that the Funding Partner, through action taken by its governing board, notifies LYNX in writing that it wishes to terminate this Agreement and no longer receive from LYNX the Public Transportation services provided herein; or (iii) the date that LYNX actually discontinues the Public Transportation services to the Funding Partner.

(c) The procedure set forth in subparagraph 3(b) will continue until such time as the Funding Partner and LYNX have executed a new form of funding agreement for the Current Fiscal Year, at which time this Agreement and specifically the provisions of this subparagraph 3(b) will no longer be applicable. If LYNX and the Funding Partner fail to reach and execute such a new funding agreement setting forth an appropriation for the Next Fiscal Year by December 31, 2013, then LYNX may, within its discretion, reduce, eliminate or discontinue the provision of Public Transportation services to the Funding Partner immediately upon providing the Funding Partner with written notice of same. If, as a result of subparagraph 3(b), the Funding Partner makes any payments to LYNX for the Next Fiscal Year, then, in that event, the parties will reconcile the difference between the amount that was paid and the amount that has been agreed upon for the Next Fiscal Year in the first month following the execution of the written agreement setting forth an appropriation for the Next Fiscal Year.

(d) Notwithstanding anything to the contrary set forth herein, the payment of all amounts due to LYNX hereunder shall be made in compliance with the Florida Prompt Payment Act, codified at Sections 218.70 to 218.80, Florida Statutes.

#### 4. **LYNX Obligations.**

(a) **Service.** LYNX agrees to provide Public Transportation within the Service Area during the Fiscal Year. LYNX shall request written approval from the Funding Partner prior to implementing any of the following changes which may result in a greater than two percent (2%) increase or decrease of Fixed-Route Service hours within the Service Area (as computed on an annual basis), which written approval shall not be unreasonably withheld or delayed:

- (i) Addition of route(s)
- (ii) Elimination of route(s)
- (iii) Combination of routes
- (iv) Changes to service span
- (v) Change to service frequency
- (vi) Changes in days of operation

To the extent that there is any increase or decrease of Fixed-Route Service hours greater than two percent (2%) (which would require approval of the Funding Partner), then, in that case, there will be a corresponding increase or decrease in the Appropriated Amount to be paid to LYNX by the Funding Partner from and after said increase or decrease is put into effect.

(b) **Quarterly Reporting.** For the purposes of operations and management analysis, LYNX agrees to provide the Funding Partner quarterly written performance reports reflecting the LYNX operations of the prior quarter. The quarterly reporting periods shall end on December 31, March 31, June 30 and September 30 and said reports shall be submitted to the Funding Partner's Office of Management and Budget and Office of Regional Mobility within forty-five (45) days after the end of each quarter. Each quarterly report will include the following items:

- (i) Maps and schedules for each route operating in the Service Area.
- (ii) Official LYNX monthly ridership reports showing a breakdown of actual aggregate ridership by mode (i.e., Fixed-Route Service, Demand Response Service, LYMMO, Access LYNX, Van Plan and special shuttles).
- (iii) An operational service characteristics report for current services provided, which would include (1) revenue hours, (2) revenue miles, and (3) unlinked passenger trips.
- (iv) A comparison of actual revenue and expenditures to budgeted revenues and expenditures with explanations for variances that exceed \$50,000.
- (v) A route performance report, which reports and ranks each route which is located in the County for the Funding Partner, monthly based on the following:
  - (A) Subsidy per Passenger Trip
  - (B) Passengers per trip
  - (C) Passengers per Revenue Hour
  - (D) Passengers per Revenue Mile
  - (E) Percent farebox return (i.e., percent of Operating Expenses recovered through farebox).
- (vi) Current and contemporaneous versions of the LYNX regional model, which is the model used by LYNX to apportion total Operating Expenses, less adjustments, to the Funding Partners based on Fixed-Route Service hours, ADA client trips, and flex-service hours in their service area.
  - (A) A comparison of scheduled versus actual Revenue Miles.



- (B) A comparison of scheduled versus actual Revenue Hours.
- (C) A schedule of unanticipated extraordinary expenses for the prior quarter.
- (D) A list of changes to authorized staffing.
- (E) A schedule of total training and travel expenditures for each LYNX board member and employee for the immediately preceding quarter. This schedule should specify the training event name, attendee name(s), date(s) of travel and/or training, event location, and total expenses of each trip.

(vii) Any other information the Funding Partner reasonably requests.

(c) **Additional Reporting.** On an annual basis, within thirty (30) days of receipt, LYNX shall provide the Funding Partner with a copy of all external audits, a copy of the Comprehensive Annual Financial Report, which shall include the Report on Internal Controls, Report on Compliance with Laws and Regulations, and a copy of the management letter.

5. **Independent Contractor.** LYNX expressly acknowledges that it is acting as an independent contractor, and nothing in this Agreement is intended or shall be construed to establish an agency, partnership or joint venture relationship between the parties, their employees, agents, subcontractors, or assigns, during or after performance of this Agreement. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. 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.

6. **Amendments.** This Agreement may be amended only through a written document approved by both the Funding Partner's Board of Commissioners and the LYNX Governing Board, and executed by all parties hereto.

7. **Termination of Agreement.**

(a) **For Cause.** If LYNX or the Funding Partner (the "**Breaching Party**") fails to fulfill any material covenant, term or condition of this Agreement, the other party (the "**Non-Breaching Party**") shall give the Breaching Party written notice of such failure or violation. If such failure or violation is not cured within thirty (30) days from the date on which the Breaching Party receives such notice, the Non-Breaching Party may terminate this Agreement, which shall be effective upon thirty (30) days following the Breaching Party's receipt of a written notice from the Non-Breaching Party to that effect or such later date as specified in the notice. In the event the Funding Partner is the Breaching Party, the Funding Partner will nonetheless continue to pay to LYNX for any fixed route service furnished by LYNX up to the actual date that LYNX terminates said fixed route service, taking into account the policies and procedures to be followed by LYNX to terminate bus service generally (but not to exceed one hundred twenty (120) days).

(b) **For Convenience.** Either LYNX or the Funding Partner may terminate this Agreement at any time upon giving notice to that effect. Such termination shall be effective upon one hundred twenty (120) days receipt of written notice of termination from the party desiring to terminate this Agreement or such later date as specified in the notice.

The provisions of this paragraph 7 are further subject to the provisions of paragraph 3(c) above as to the rights of the parties to terminate this Agreement after the end of any fiscal year as provided in said Paragraph 3(c).

8. **Audit.** The Funding Partner (or its lawfully designated designee), shall have the right to audit LYNX's books and records on an annual basis to determine compliance with the terms, conditions and obligations imposed by this Agreement. The Funding Partner shall have full access to all records, documents and information, whether on paper or electronic or other media as is necessary or convenient to perform the audit.

9. **Public Records Act.** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), any "public record" created or received by the Funding Partner, including reports, specifications, drawings, maps, and tables, must be made available to the public for inspection, and upon request and payment, copying, unless such public record falls within an exception or exemption to the Public Records Act and each page is clearly and conspicuously marked as such.

10. **Record Keeping Procedure.** LYNX shall keep and maintain accurate records of all services rendered in the performance of this Agreement and shall keep such records open to inspection by the Funding Partner at reasonable hours during the entire term of this Agreement, plus three (3) years after expiration or termination of this Agreement. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond such period, the records shall be maintained until all litigation, including appeals, claims or audits have been concluded or resolved. Any person authorized by the Funding Partner shall have access to and the right to examine any of the records.

11. **Compliance with FTA/FDOT Requirements.** The provisions of this Agreement, and the Public Transportation to be provided by LYNX hereunder, is subject at all times to the applicable statutes and rules and regulations of all applicable governmental authorities, including those of the FTA and FDOT. In the event any such statutes or rules or regulations would require a substantial and material change to this Agreement, then the parties will immediately meet to review and make acceptable adjustments to this Contract so as to comply with such statutes and rules and regulations.

12. **Litigation and Venue.** In the event any party deems it necessary to take legal action to enforce any provision of this Agreement, the venue shall be in the Circuit Court of the Ninth Judicial Circuit, in Orange County, Florida or the United States District Court for the Middle District of Florida, Orlando Division.

13. **Remedies.** No remedy herein conferred upon any part is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity

or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

14. **Severability.** In the event that any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement which remaining portions shall remain in full force and effect.

15. **Waiver.** Performance of this Agreement by any party, after notice of default of any of the terms, covenants or conditions, shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Florida. The parties to this Agreement agree to comply with all applicable federal, state, and local laws, ordinances, rules and regulations pertaining to the actions contemplated by this Agreement.

17. **Construction.** Captions and section headings in this Agreement are for convenience and reference only, and shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. **Notices.** All notices, consents, approvals, waivers, and deletions which any party shall be required or shall desire to make or give under and in accordance with this Agreement shall be in writing and must be sent by certified United States mail with return receipt required, or by personal delivery with receipt required to the following addresses:

As to Funding Partner:	Orange County P.O. Box 1393 Orlando, Florida 32802-1393 Attn: Ajit Lalchandani, County Administrator
With copy to:	Orange County Office of Management and Budget P.O. Box 1393 Orlando, Florida 32802-1393 Attn: Manager, OMB
With copy to:	Orange County Office of Regional Mobility P.O. Box 1393 Orlando, Florida 32802-1393 Attn: Director, Office of Regional Mobility
As to LYNX:	Central Florida Regional Transportation Authority 455 North Garland Avenue Orlando, Florida 32801-1518 Attn: John M. Lewis, Jr., Chief Executive Officer

With copy to: Central Florida Regional Transportation Authority  
455 North Garland Avenue  
Orlando, Florida 32801-1518  
Attn: Blanche W. Sherman, Director of Finance

With a copy to: Akerman Senterfitt  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801  
Attn: Patrick T. Christiansen, Esq.

19. **Binding Agreement.** This Agreement is binding upon the parties and shall inure to their successors or assigns.

20. **Effective Date.** The effective date of this Agreement shall be the date of its execution by the last party to execute this Agreement. Unless terminated earlier in accordance with Paragraph 7 of this Agreement, this Agreement will terminate on September 30, 2013, except for the provisions of this Agreement which by their terms survive the termination of this Agreement and is effective.

21. **Negotiations.** The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms-length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further, all parties drafted this Agreement jointly, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.

22. **No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity other than the parties in this Agreement.

23. **Entirety of the Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and shall supersede all previous discussions, understandings, and agreements.

24. **Addendum.** There is attached hereto a certain Addendum consisting of one (1) page. To the extent there is a conflict between the terms of this Agreement and the terms of the Addendum, the terms of the Addendum will govern.

IN WITNESS WHEREOF, the Funding Partner and LYNX have duly and lawfully approved this Agreement and have authorized its execution and delivery by their respective officers, who have set their hands and their respective seals affixed below, all as of the date first written hereinabove.

**[Signatures appear on following page]**

**SIGNATURE PAGE FOR FUNDING PARTNER**

ATTEST: Martha O. Haynie, County  
Comptroller as Clerk to the Board of  
County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

FUNDING PARTNER:

**BOARD OF COUNTY COMMISSIONERS  
OF ORANGE COUNTY, FLORIDA**

By: \_\_\_\_\_  
Teresa Jacobs, County Mayor

Date: \_\_\_\_\_

**SIGNATURE PAGE FOR LYNX**

**CENTRAL FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY**

By: 

John M. Lewis, Jr.  
Chief Executive Officer

This Agreement is approved as to form for  
reliance only by LYNX and for no other  
person and for no other purpose.

Date: 11/09/12

**AKERMAN SENTERFITT,**

Counsel for LYNX

By: 

Patrick T. Christiansen, Esq.

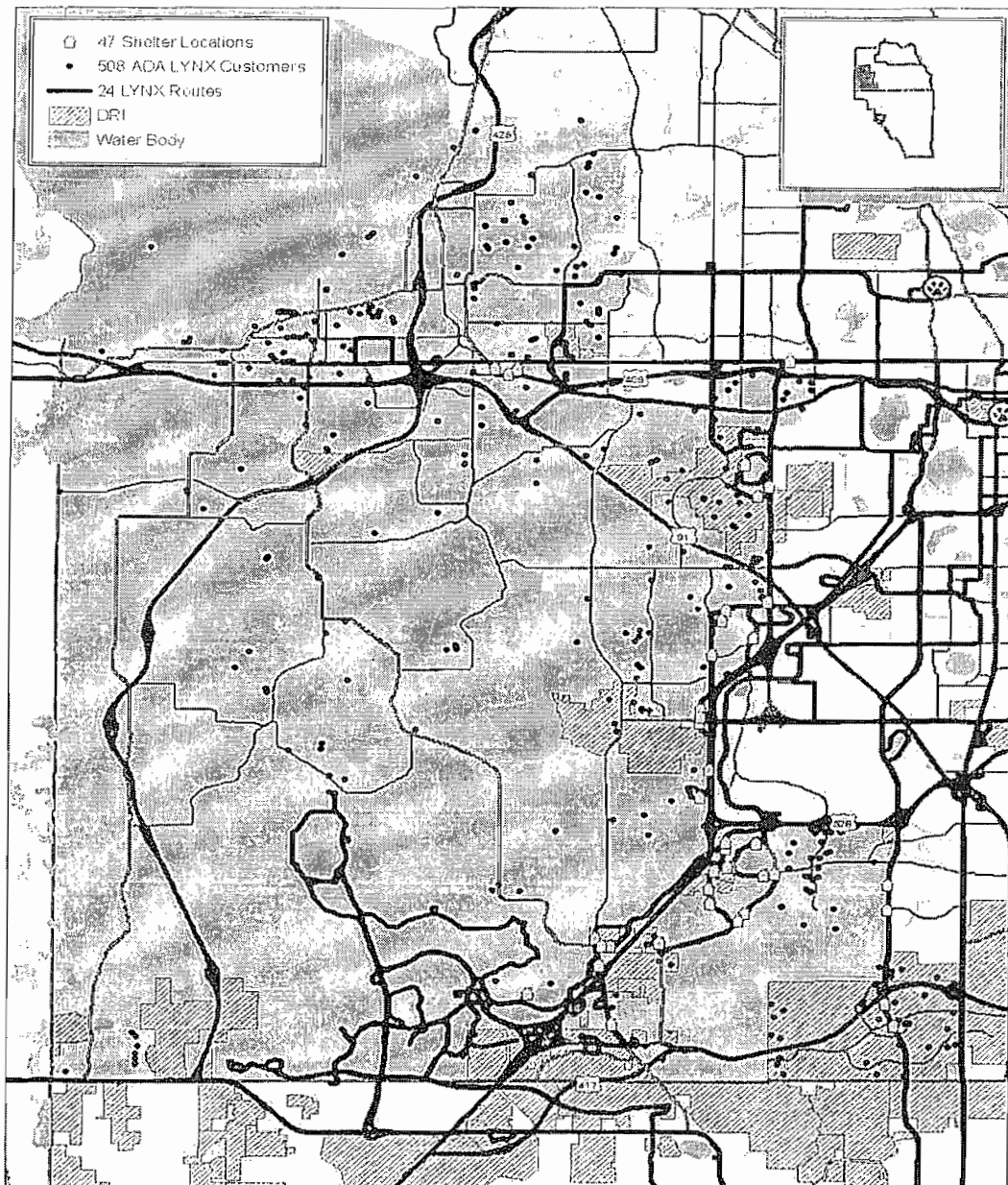
## Exhibit "A"

### DESCRIPTION OF SERVICE AREA

LYNX Route Locations in Orange County Commissioner District 1

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



**10,952,947 Annual Rides on LYNX Routes**

Map created by LYNX GIS  
04/24/2012

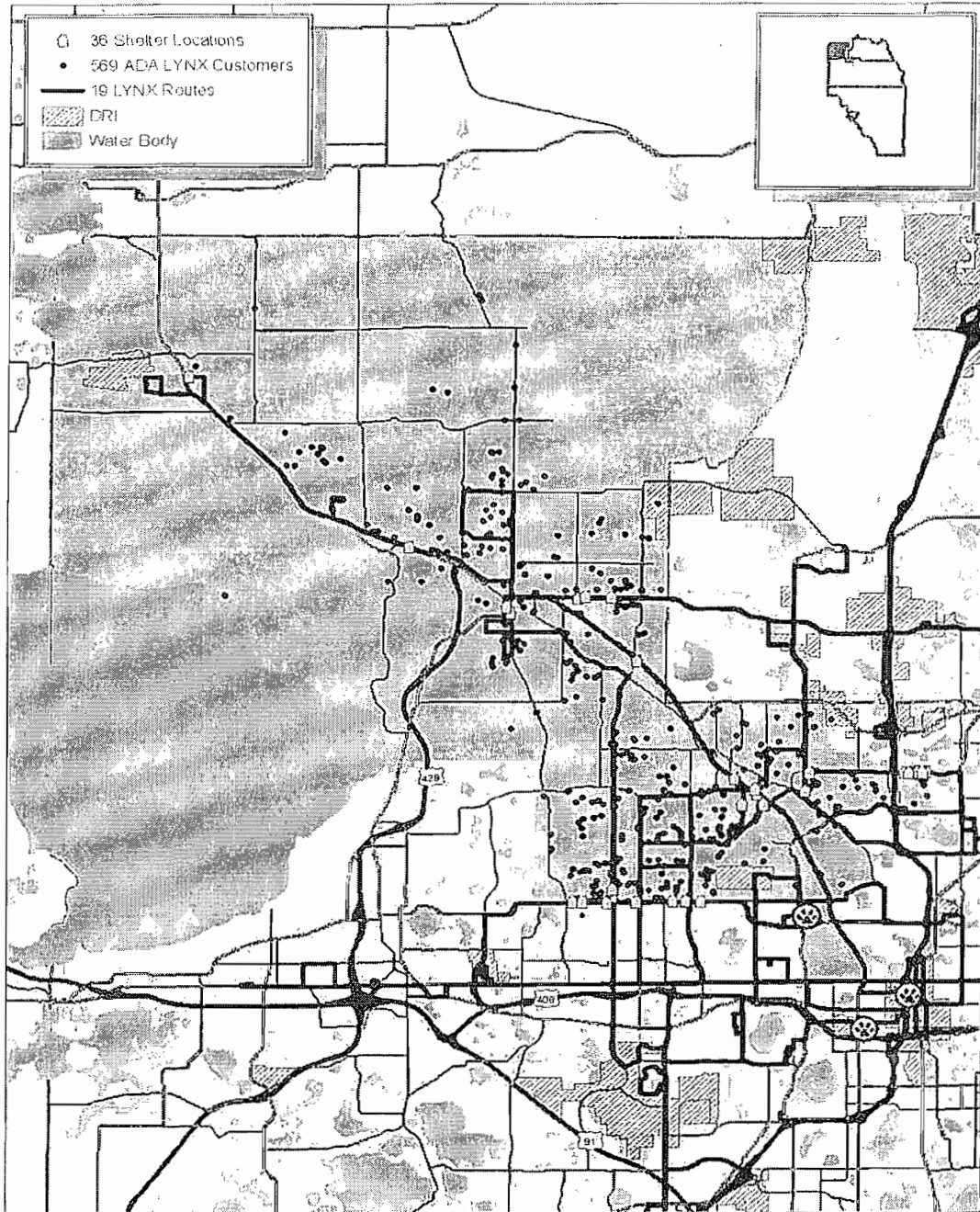
0 0.5 1 2 3 Miles



# LYNX Route Locations in Orange County Commissioner District 2

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



8,701,855 Annual Rides on LYNX Routes

Map created by LYNX GIS  
04/24/2012

0 0.5 1 2 3 Miles

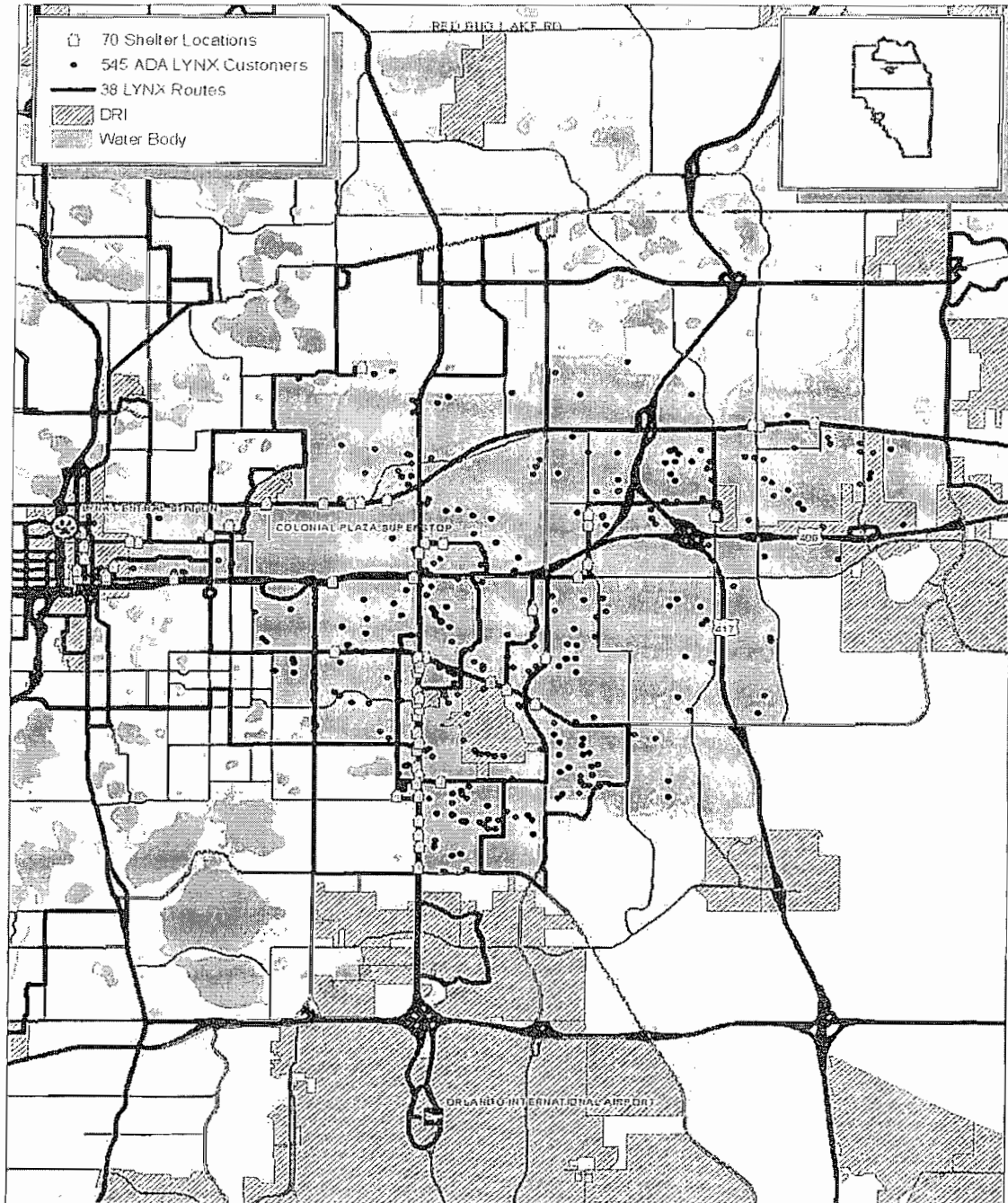




# LYNX Route Locations in Orange County Commissioner District 3

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



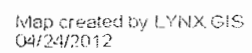
19,740,303 Annual Rides on LYNX Routes

Map created by LYNX GIS  
04/24/2012

0 0.350.7 1.4 2.1 Miles



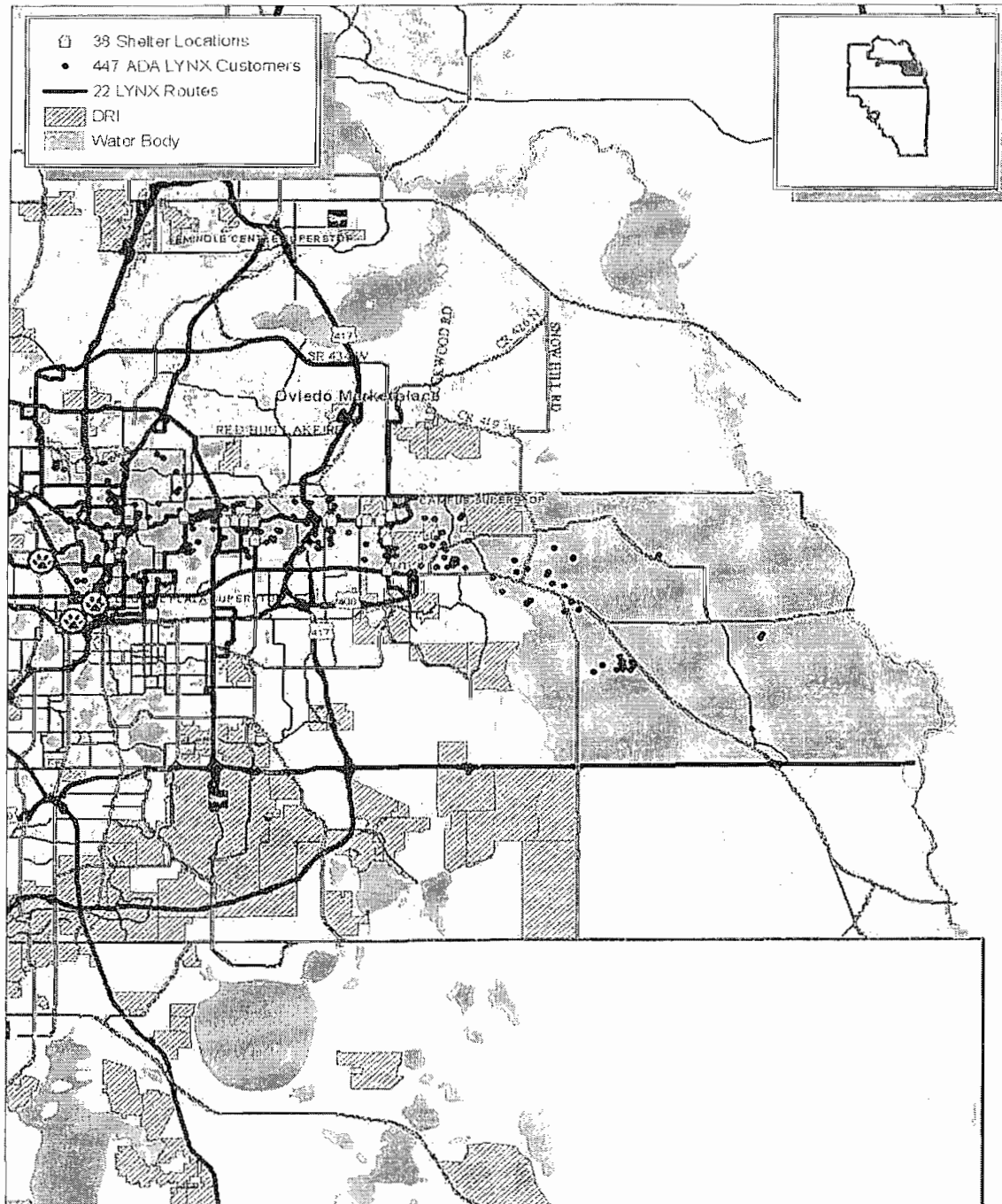
## Access LYNX ADA Customer Locations 2011



# LYNX Route Locations in Orange County Commissioner District 5

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



9,040,481 Annual Rides on LYNX Routes

Map created by LYNX GIS  
04/24/2012

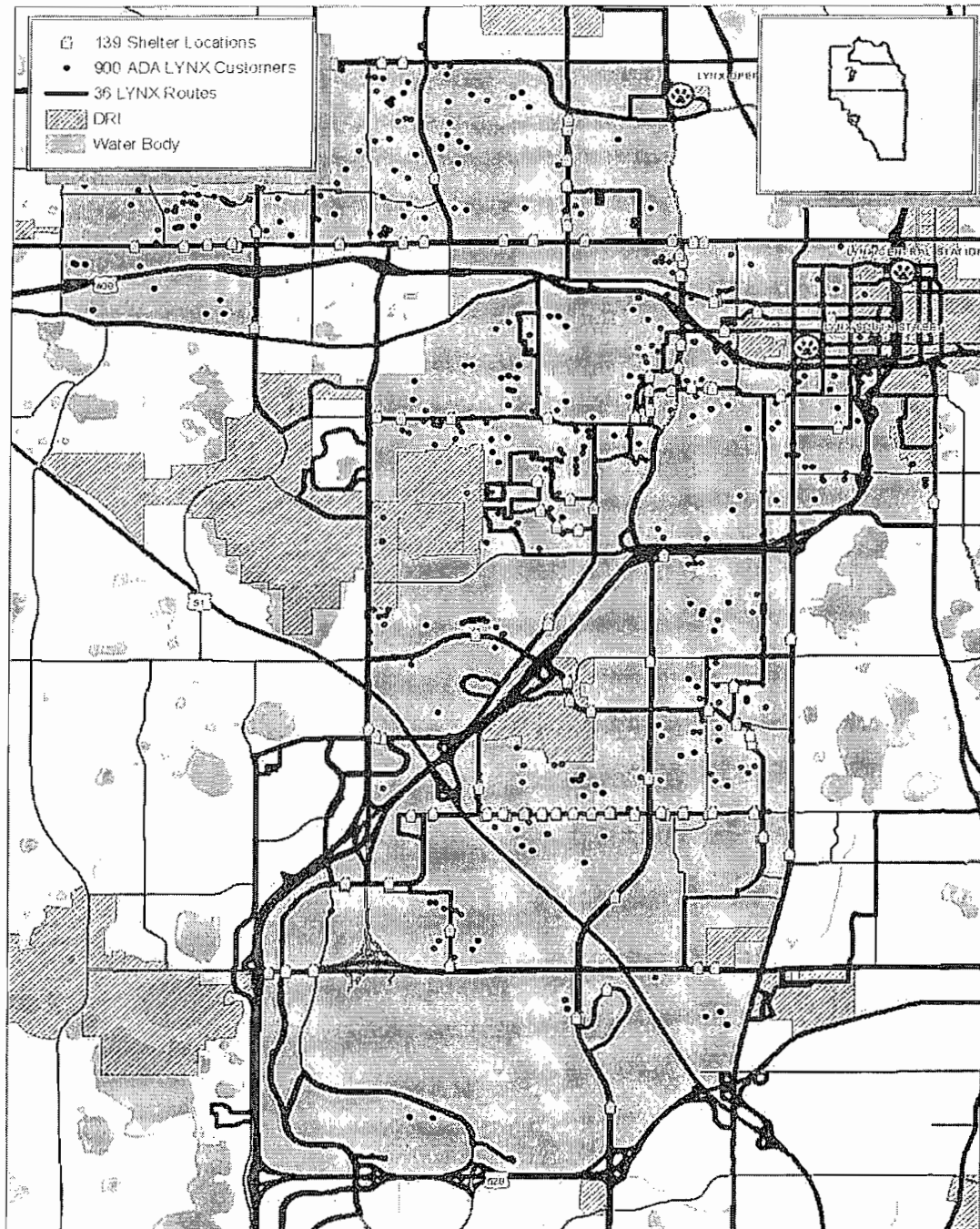
0 1 2 4 6 Miles



# LYNX Route Locations in Orange County Commissioner District 6

Total Ridership FY 2011 (October 2010 - September 2011)

Access LYNX ADA Customer Locations 2011



17,909,932 Annual Rides on LYNX Routes

Map created by LYNX GIS  
04/24/2012

0 0.25 0.5 1 1.5  
Miles



**Exhibit "B"**

**DESCRIPTION OF APPROPRIATED AMOUNT**

October 2012 - September 2013      \$33,583,056

<b>FY2013 Billing Schedule:</b>	
October 2012	\$ 2,798,588
November 2012	\$ 2,798,588
December 2012	\$ 2,798,588
January 2013	\$ 2,798,588
February 2013	\$ 2,798,588
March 2013	\$ 2,798,588
April 2013	\$ 2,798,588
May 2013	\$ 2,798,588
June 2013	\$ 2,798,588
July 2013	\$ 2,798,588
August 2013	\$ 2,798,588
September 2013	\$ 2,798,588
<b>Annual Funding Request from County</b>	<b>\$33,583,056</b>

## ADDENDUM TO AGREEMENT

25. The Funding Partner agrees to appropriate thirty-two million eight hundred ninety-three thousand fifty-six dollars and zero cents (\$32,893,056) plus an additional six hundred ninety thousand dollars and zero cents (\$690,000) to partially replace funding for Link 111, previously funded from other sources, for a maximum of thirty-three million five hundred eighty-three thousand fifty-six dollars and zero cents (\$33,583,056) to LYNX for fiscal year 2012-2013 for the provision of public transportation services within Orange County in accordance with this Agreement and to be allocated as follows:

(a) The base operating expenditures funding of \$33,583,056 shall be for fixed route bus service, Access LYNX, and other agreed upon services, including, but not limited to:

- (i) Fixed Route Service.
- (ii) Demand Response Service (NeighborLink).
- (iii) Paratransit Service (Access LYNX).

26. Service Area means generally unincorporated Orange County, but may include, on a case-by-case basis, municipalities within Orange County, other than the City of Orlando.

27. With respect to the foregoing Agreement, the following provisions are modified:

(a) In regard to Paragraph 3(a)(ii), for each monthly installment, LYNX will invoice the Funding Partner on a monthly basis and said amount shall be paid within thirty (30) days after the receipt by the Funding Partner of said invoice. However, in regard to any monthly installments that remain unpaid prior to the execution of this Agreement, those unpaid monthly installments (for which LYNX will furnish the Funding Partner invoices) will be paid within thirty (30) days after the execution date of the Agreement.

(b) Clause (iv) in Paragraph 3(b) is hereby deleted and not applicable.

(c) In regard to Clause (v) of Paragraph 3(b):

(i) The phrase "...Appropriated Amount under clause (iv)" is hereby deleted and not applicable.

(ii) The term of "one hundred twenty (120) days" in clause (ii) is hereby amended to read "ninety (90) days".

(d) In regard to the payment to be made of the Post Termination Payment, said payments will be made based upon invoicing by LYNX and said Post-Termination Payment will be made by the Funding Partner within thirty (30) days after its receipt of the invoice from LYNX.

COMPTROLLER

OFFICE OF THE COMPTROLLER

---

ORANGE  
COUNTY  
FLORIDA

**MARTHA O. HAYNIE, CPA**  
**County Comptroller**  
201 South Rosalind Avenue  
Post Office Box 38  
Orlando, Florida 32802  
Telephone: 407-836-5690  
Fax: 407-836-5599  
Website [www.occompt.com](http://www.occompt.com)

**COUNTY COMMISSION AGENDA**  
**Tuesday, November 27, 2012**

**COUNTY COMPTROLLER**

**Informational only – No Board action required**

Receipt of the following items to file for the record:

- a. Minutes of the October 3, 2012, meeting in the sunshine with County Mayor Teresa Jacobs and Commissioners John Martinez and Jennifer Thompson along with the Mayors of City of Orlando and Windermere, and the Chairmen of Brevard and Seminole Counties attending a meeting regarding the Central Florida Branding Summit.
- b. Florida Public Service Commission Consummating Order Suspending Water and Wastewater Rates and Holding Interim Revenues Subject to Refund with Interest re: Application for increase in water and wastewater rates in Orange County by Pluris Wedgefield, Inc.

Items filed for the record can be accessed at [www.occompt.com](http://www.occompt.com). Then navigate to Clerk of the BCC.

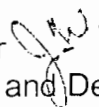


Interoffice Memo

## AGENDA ITEM

November 12, 2012

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

FROM: Jon V. Weiss, P.E., Director   
Community, Environmental and Development  
Services Department

**CONTACT PERSON: Matt Suedmeyer, Manager  
Parks and Recreation Division  
(407) 836-6202**

SUBJECT: November 27, 2012 – Discussion Item  
Orange County Trails Master Plan

The Parks and Recreation Division will be presenting the Trails Master Plan to the Board of County Commissioners (BCC) on November 27, 2012.

In January 2012 the Parks and Recreation Division hired the consulting firm AECOM to evaluate and update the previous Trails Master Plan. With assistance from County staff potential corridors were visited and analyzed for their suitability as trails. The Plan was coordinated with surrounding cities and counties as well as the State. A public workshop was held on April 17, 2012 to solicit input and comments. Cost estimates were developed and the corridors were scored and ranked based on objective criteria. Maintenance and management strategies were also developed to guide the operations of the trail system. On June 14, 2012 the Parks and Recreation Advisory Board endorsed the draft trail rankings.

With the addition of the proposed trails identified in the Plan, the County trail system will expand to nearly 170 miles.

A copy of this agenda item and all supporting documentation is in the top drawer of the BCC file cabinet in the supply room adjacent to Commissioner's Thompson's office.

**ACTION REQUESTED: Adoption of the Orange County Trails Master Plan by the Board of County Commissioners. All Districts**

JVM/MS:blh

Attachments



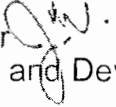


Interoffice Memorandum

AGENDA ITEM

November 12, 2012

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

FROM: Jon V. Weiss, P.E., Director   
Community, Environmental and Development  
Services Department

SUBJECT: November 12, 2012 – Discussion Item  
Regulatory Streamlining Task Force Final Report

On March 29, 2011, Orange County Board of County Commissioners appointed a 15-member Regulatory Streamlining Task Force (RSTF) to focus on streamlining development regulations and processes. The mission of the RSTF is to “support job growth and economic development by eliminating duplicative regulations, reducing process times, and improving customer service.”

Members of the RSTF include the following individuals:

Miranda Fitzgerald, Attorney (Chair)  
Jim Cooper, Developer (Vice-Chair)  
Teska Dillard, Construction  
Carmen Dominguez, Construction  
Ernesto Gonzalez, Architect  
Nate Groover, Citizen  
George Hansford, Construction  
Jason Walker, Consultant

Andrea Jernigan-Gwinn, Engineer  
Ganesh Jiawon, Construction Management  
Randy June, Engineer  
Bob Paymayesh, Engineer  
Priscilla Robinson, Construction  
Jim Sellen, Planner  
Bill Tomala, Architect

The Task Force has completed its review and made recommendations on Customer Service, the Development Review Committee, Project Management, Comprehensive Plan, Land Development Code, Infill and Redevelopment, and Technology. Miranda Fitzgerald, Chair, will present the recommendations at the November 27, 2012, Board meeting.

Page Two  
November 27, 2012 – Discussion Item  
Regulatory Streamlining Task Force Final Report

The Task Force Final Report will be submitted under separate cover.

**ACTION REQUESTED:**    **Acceptance of Regulatory Streamlining Task Force Final Report transmitting the recommendations of the Task Force. All Districts**

JVW:rep

Attachment




Interoffice M

III. DISCUSSION AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT

1

November 12, 2012

TO: Mayor Teresa Jacobs  
and the  
Board of County Commissioners

FROM: John D. Terwilliger, Director   
Administrative Services Department  
**Contact: (407) 836-7396**

SUBJECT: Discussion Agenda – November 27, 2012  
Courthouse Space Needs Report

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During the July 2012 Budget Work Sessions, Chief Judge Belvin Perry requested an additional large courtroom be provided to deal with increases in multi-party civil suits and high profile criminal cases. At the November 27, 2012, meeting of the Board of County Commissioners, I will provide the Board with an update regarding this request and a brief presentation outlining several operating improvements we have made at the courthouse.

This presentation is for informational purposes only and no Board action is requested.

cc: Ajit Lalchandani, County Administrator  
Eric Gassman, Chief Accountability Officer, Office of Accountability  
Venetta Valdengo, Deputy Director, Administrative Services Department  
Sara Flynn-Kramer, Manager, Capital Projects Division

November 12, 2012

TO: Mayor Teresa Jacobs  
AND  
Board of County Commissioners

FROM: Linda Weinberg, Deputy County Administrator 

SUBJECT: BCC Discussion Agenda Item – November 27, 2012  
Cottage Food Act

During the 2011 Legislative session, the Florida legislature passed the "Cottage Food Act" which allows individuals to manufacture, sell and store certain types of "cottage food" products (e.g. breads, baked goods, candies, jellies and jams) in their home kitchen without the need for state licensing. Gross sales for such an operation cannot exceed \$15,000 annually.

In response to a memo from Commissioner Martinez, the Mayor has asked for a Board presentation on this legislation. At the November 27 meeting, Orange County Cooperative Extension Manager, Richard Tyson, will provide an overview of the legislation and its implementation throughout Florida counties. He will be followed by Zoning Manager Mitch Gordon, who will advise the Board of the code changes which must be made to implement the Cottage Food Act in Orange County.

**ACTION REQUESTED:** Board direction regarding amending the Zoning Code to allow for the implementation of the Florida Cottage Food Act.

c: Ajit Lalchandani, County Administrator  
Chris Testerman, Assistant County Administrator  
Jon Weiss, Director, Community Environmental & Development Services  
Richard Tyson, Manager, Cooperative Extension Division  
Mitch Gordon, Manager, Zoning Division



Interoffice Memorandum  
Cooperative Extension

AGENDA ITEM

November 9, 2012

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

FROM: Richard Tyson, Manager  
Cooperative Extension Service Division

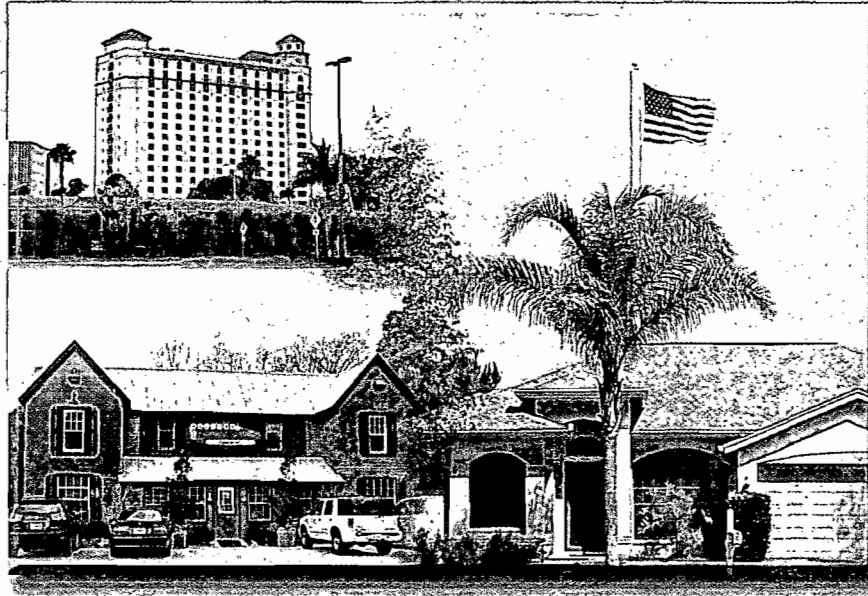
SUBJECT: Discussion Agenda Item - November 27, 2012  
Tree Replacement Trust Fund

As you may recall sometime ago, the Cooperative Extension Service Division, along with Mr. Billy Butterfield, the Chair of the Agricultural Advisory Board, made a presentation to the Board of County Commissioners (BCC) regarding use of revenue from the County's Tree Replacement Trust Fund to enhance the County's tree planting program, to include tree plantings on selected County owned properties. The BCC directed staff to identify potential projects and report back.

The staff from several departments and divisions have met several times and developed recommendations for use of the Tree Fund revenue. The staff will request the BCC's consideration of those recommendations on November 27, 2012. If you have any questions, please contact me at (407) 254-9201.

**ACTION REQUESTED:** Board direction on staff's recommendations on the use of revenue from the County's Tree Replacement Trust Fund to enhance tree plantings in the County.

c: Chris Testerman, Assistant County Administrator  
Melvin Pittman, County Administrator's Office  
Lonnie Bell, Director, Family Services Department  
Mark Massaro, P.E., Director, Public Works Department  
Jon Weiss, Director, Community, Environmental and Development Services Department  
Lori Cunniff, Deputy Director, Community, Environmental and Development Services Department  
Matt Suedmeyer, Manager, Parks and Recreation Division  
Lavon Williams, Manager, Neighborhood Preservation and Revitalization Division  
Billy Butterfield, Chair, Orange County Agricultural Advisory Board



**Orange County**  
**Board of Zoning Adjustment**  
**RECOMMENDATIONS**  
**BOOKLET**  
**November 1, 2012**

Prepared by:  
Growth Management Department, Orange County Zoning Division



# **ORANGE COUNTY GOVERNMENT**

## **BOARD of ZONING ADJUSTMENT (BZA)**

Vishaal S. Gupta	District #1
Johnny Alderman	District #2
Jamie Poulos <i>Vice Chairman</i>	District #3
Peter Betterman <i>Chairman</i>	District #4
Zachary Seybold	District #5
Ka'juel J. Washington	District #6
Rebecca E. Martinez	At Large

## ***ORANGE COUNTY ZONING DISTRICTS***

### **Agricultural Districts**

A-I.....	Citrus Rural
A-2.....	Farmland Rural
A-R.....	Agricultural-Residential District

### **Residential Districts**

R-CE.....	Country Estate District
R-CE-2.....	Rural Residential District
R-CE-5.....	Rural Country Estate Residential District
R-1, R-1A & R-1AA.....	Single-Family Dwelling District
R-1AAA & R-1AAAA.....	Residential Urban Districts
R-2.....	Residential District
R-3.....	Multiple-Family Dwelling District
X-C.....	Cluster Districts (where X is the base zoning district)
R-T.....	Mobile Home Park District
R-T-1.....	Mobile Home Subdivision District
R-T-2.....	Combination Mobile Home and Single-Family Dwelling District
R-L-D.....	Residential -Low-Density District
N-R.....	Neighborhood Residential

### **Non- Residential Districts**

P-O.....	Professional Office District
C-1.....	Retail Commercial District
C-2.....	General Commercial District
C-3.....	Wholesale Commercial District
I-1A.....	Restricted Industrial District
1-1/1-5.....	Restricted Industrial District
1-2/1-3.....	Industrial Park District
1-4.....	Industrial District

### **Other District**

P-D.....	Planned Development District
U-V.....	Urban Village District
N-C.....	Neighborhood Center
N-A-C.....	Neighborhood Activity Center



### **VARIANCE CRITERIA**

Section 30-43 of the Orange County Code Stipulates specific standards for the approval of variances. No application for a zoning variance shall be approved unless the Board of Zoning Adjustment finds that all of the following standards are met:

1. Special Conditions and Circumstances – Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same zoning district. Zoning violations or nonconformities on neighboring properties shall not constitute grounds for approval of any proposed zoning variance.
2. Not Self-Created – The special conditions and circumstances do not result from the actions of the applicant. A self-created hardship shall not justify a zoning variance; i.e., when the applicant himself by his own conduct creates the hardship which he alleges to exist, he is not entitled to relief.
3. No Special Privilege Conferred – Approval of the zoning variance requested will not confer on the applicant any special privilege that is denied by the Chapter to other lands, buildings, or structures in the same zoning district.
4. Deprivation of Rights – Literal interpretation of the provisions contained in this Chapter would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this Chapter and would work unnecessary and undue hardship on the applicant. Financial loss or business competition or purchase of the property with intent to develop in violation of the restrictions of this Chapter shall not constitute grounds for approval.
5. Minimum Possible Variance – The zoning variance approved is the minimum variance that will make possible the reasonable use of the land, building or structure.
6. Purpose and Intent – Approval of the zoning variance will be in harmony with the purpose and intent of this Chapter and such zoning variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

### **SPECIAL EXCEPTION CRITERIA:**

Subject to Section 38-78, in reviewing any request for a Special Exception, the following criteria shall be met:

1. The use shall be consistent with the Comprehensive Policy Plan.
2. The use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.
3. The use shall not act as a detrimental intrusion into a surrounding area.
4. The use shall meet the performance standards of the district in which the use is permitted.
5. The use shall be similar in noise, vibration, dust, odor, glare, heat producing and other characteristics that are associated with the majority of uses currently permitted in the zoning district.
6. Landscape buffer yards shall be in accordance with Section 24-5, Orange County Code. Buffer yard types shall track the district in which the use is permitted.

**In addition to demonstrating compliance with the above criteria, any applicable conditions set forth in Section 38-79 shall be met.**

**ORANGE COUNTY BOARD OF ZONING ADJUSTMENT  
RECOMMENDATIONS  
November 1, 2012**

<b><u>PUBLIC HEARING#</u></b>	<b><u>APPLICANT</u></b>	<b><u>DISTRICT#</u></b>	<b><u>BZA Recommendations</u></b>	<b><u>PAGE#</u></b>
SE-12-09-072	E DEAN BOLARIS	3	Approved w/Conditions	1
VA-12-11-084	DELACY L. LEITCH	3	Approved w/Conditions	10
VA-12-11-087	MARIA BATISTA	2	Approved w/Conditions	15
VA-12-11-081	CBS OUTDOOR	1	Approved	21
VA-12-11-083	TAKA TAKAS CAFÉ	3	Approved w/Conditions	30
SE-12-10-078	NEW LIFE CHRISTIAN CENTER	2	Continued	39

**E DEAN BOLARIS - SE-12-09-072**

**REQUEST:** Special Exception and Variance in R-1 zone as follows:  
1) Special Exception: To convert existing single family residence into a religious use facility; and  
2) Variance: To allow unpaved parking and drive aisles in lieu of paved.

**ADDRESS:** 10428 Mary Lou Drive

**LOCATION:** South side of Mary Lou Dr., approximately 750 ft. west of Murdock Blvd., just south of E. Colonial Dr.

**S-T-R:** 20-22-31

**TRACT SIZE:** 4.5 acres

**DISTRICT#:** 3

**LEGAL:** ORLANDO IMPROVEMENT CO NO 1 S/95 LOTS 9 & 10 BLK B

**PARCEL ID:** 20-22-31-6348-02-090

**DECISION:** Approved the Special Exception request in that the Board finds it met the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does not adversely affect general public interest; and approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions: (unanimous)

1. Development in accordance with the site plan dated 7/16/2012 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Landscaping shall be in accordance with the submitted site plan dated 7/16/2012. The type "C" buffer shall include a 6 ft. tall PVC fence and a shade tree every 40 ft. A shade tree shall be planted every 40 ft. along Mary Lou Dr.;
3. Hours of operation are from Sunday 8:00am to 7:00pm; Wednesday from 5:00pm to 9:00pm;
4. No more than 4 outdoor events annually;
5. Parking spaces may be unpaved. However, handicapped spaces and drive aisles shall be paved;
6. All development is required to pre-treat runoff for pollution abatement purposes, per Orange County Code 34-227. Discharge that flows directly into wetlands or surface waters without pretreatment is prohibited;
7. Prior to demolition or construction activities associated with existing structures, provide the Orange County Environmental Protection Division (EPD) with a Notice of Asbestos Renovation or Demolition form. For more information, contact Mike Girton at 407-836-1520;

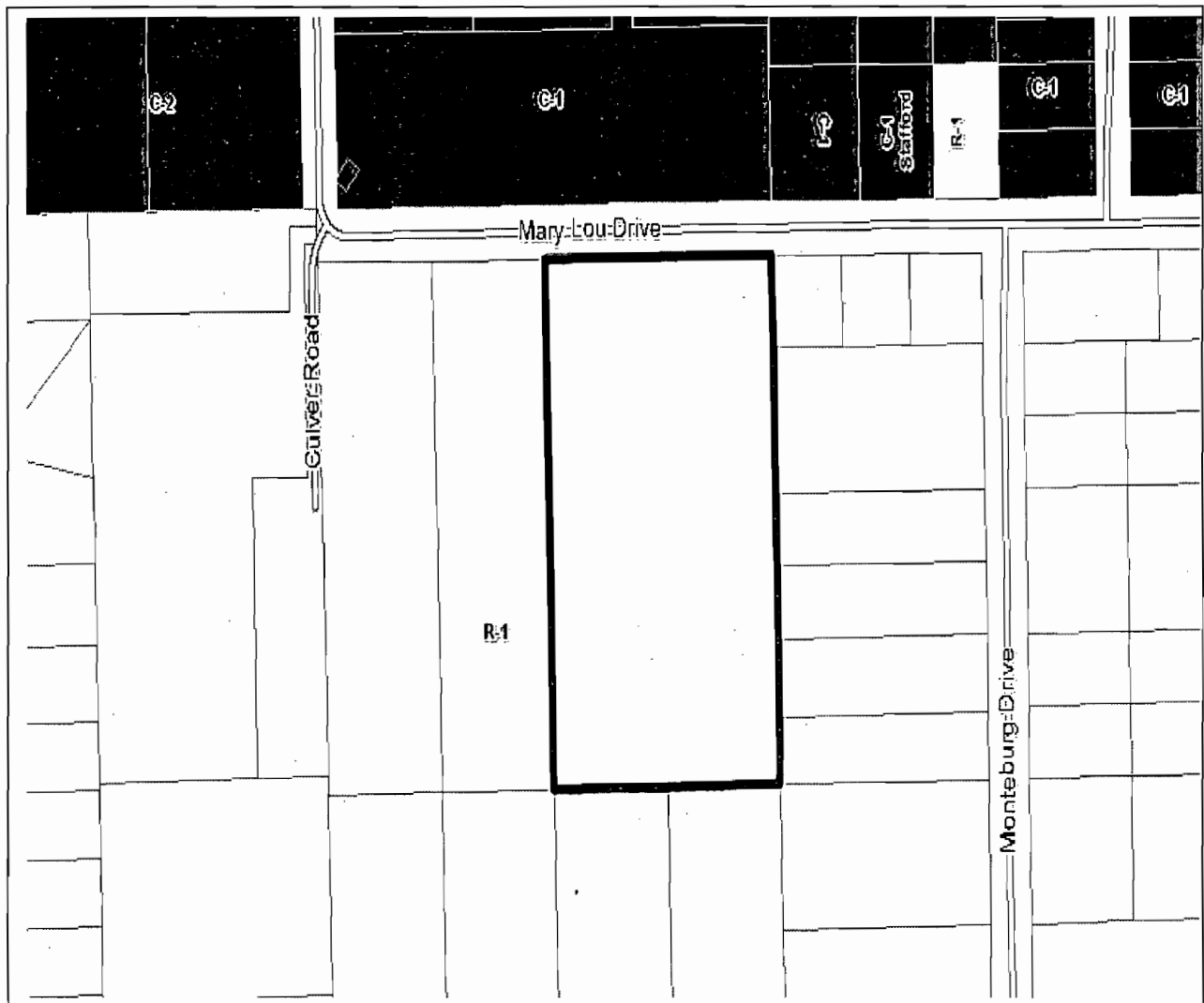
8. Any miscellaneous garbage, yard waste and construction debris shall be disposed of off-site according to the solid waste and hazardous waste regulations. Use caution if any hazardous waste is present. Call the Orange County Solid Waste Hotline at 407-836-6601 for information.
9. Parking shall be in accordance with Orange County Code Chapter 38-1746; and
10. The applicant shall obtain a permit for the religious use facility within 3 years of Orange County approval or this approval becomes null and void.

**SYNOPSIS:** The Applicant addressed the Board and stated that he would like to amend Condition #3 regarding the hours of operation. The condition was amended to 7pm on Sundays to allow additional time for services.

A community meeting was held to assess the resident's concerns. Staff reported that at the end of the meeting, the residents were satisfied with the changes to the site plan regarding buffering.

Staff received four commentaries in opposition prior to the community meeting. After the community meeting, staff received one commentary in opposition. No one spoke in opposition at the meeting.

The Board approved the request subject to ten conditions and the modified condition #3.



Applicant: E DEAN BOLARIS

BZA Number: SE-12-09-072

BZA Date: 11/01/2012

District: 3

Sec/Twn/Rge: 20-22-31-NE-A

Tract Size: 4.5 acres

Location: South side of Mary Lou Dr., approximately 750 ft. west of Murdock Blvd., just south of E. Colonial Dr.

**E. Dean Bolaris, P.A.**  
**AIA Architect**  
**7911 Thurmond Ct, Orlando Florida 32817**  
407.797.6824 email: [dbolaris@cfl.rr.com](mailto:dbolaris@cfl.rr.com)

July 17, 2012

From: Dean Bolaris

Subject: St. Jacobs – Special Exception Request  
10428 Mary Lou Drive Orlando, Florida  
Lot 9 and 10, Block "B", Orlando Improvement Co. No 1 as recorded in Plat Book "S"  
Page 95 Orange County Public Records 20-22-31-6348-02-090  
3,710 existing square foot Single Family Residence 4.51 acre site OC records

To Whom It May Concern:

Attached please find the Special Exception Application and documents for the Special Exception Application for the St. Jacobs Church request.

St. Jacobs is an Orthodox Christian Congregation which has held services by the generosity of other local churches and is purchasing this property in order to stabilize their congregation, fellowship and grow in a facility which can grow with their faith and traditions. The present congregation consists of 40 members, including parents and children. This property which consists of a 3,740 square foot residence and 3,000 square foot storage shed will allow the congregation to plant roots with their own permanent sanctuary and grow.

Operationally, the church will initially have no employees to start. The near term goals are to have permanent Reverend Priest and a support office person. Services are held every Sunday morning 8 to 12, most Wednesday evenings 6 to 8pm with additional services during Easter Christmas and other liturgical events. There may be processions around the building at Easter and occasional services, which are rare and occasional picnics and other Fellowship outside at Easter and Christmas.

The sole purpose is for the exercise of their religious services and practice. They have been and will continue to be a respectful part of the Central Florida Community.

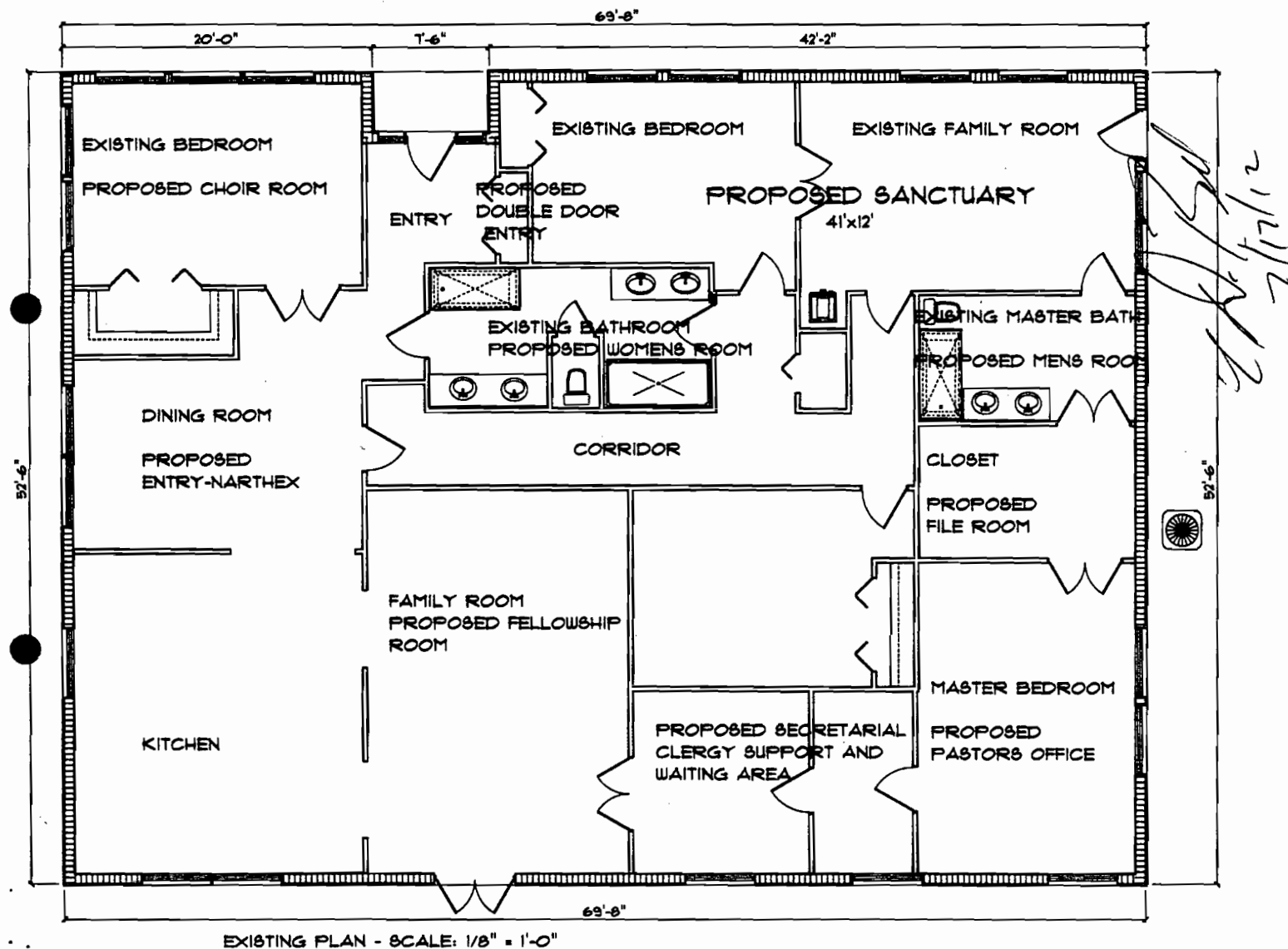
Any questions or requests for additional information feel free to contact me directly.

Sincerely,



E. Dean Bolaris









STAFF REPORT  
CASE #SE-12-09-072  
Orange County Zoning Division  
Planner: Jeffrey Ball  
Board of Zoning Adjustment  
November 1, 2012  
Commission District: 3

GENERAL INFORMATION:

APPLICANT: E DEAN BOLARIS

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception and Variance in R-1 zone as follows:

- 1) Special Exception: To convert existing single family residence into a religious use facility; and
- 2) Variance: To allow unpaved parking and drive aisles in lieu of paved.

LOCATION: South side of Mary Lou Dr., approximately 750 ft. west of Murdock Blvd., just south of E. Colonial Dr.

PROPERTY ADDRESS: 10428 Mary Lou Dr.,

PARCEL ID: 20-22-31-6348-02-090

PUBLIC NOTIFICATION: 61

TRACT SIZE: 4.5 acres

DISTRICT #: 3

ZONING: R-1

EXISTING USE(S): Single-family residence\storage shed

PROPOSED USE(S): Religious use facility

SURROUNDING USES: N – Reedy Plaza (C-1 zoning)  
S – Wetlands (R-1 zoning)  
E – Single-family residential (R-1 zoning)  
W – Single-family residential (R-1 zoning)

#### STAFF FINDINGS AND ANALYSIS:

1. The applicant is proposing to convert the existing 3,700 sq.ft. single-family residence into a religious use facility. There is an existing 2,328 sq.ft shed that will be used for storage.
2. The proposed hours of operation are Sunday mornings from 8am to 12pm and Wednesday nights from 5pm to 9pm with additional services on the holidays.
3. Based on the submitted site plan, the applicant is providing 25 unpaved parking stalls (1 space per three seats). Staff does not support unpaved parking aisles.
4. No new construction is proposed or exterior building modifications. However, the applicant will be required to apply for use permits and interior alteration permits.
5. Based on the Concurrency Management System (CMS) database, capacity is available to be encumbered for this project. This information is subject to change. The conversion from single family residence to a religious use facility will generate 1 net new trip and therefore this project is considered De Minimis or not having any additional transportation impacts. An approved De Minimis application is required prior to issuance of a building permit.

#### STAFF RECOMMENDATION:

Staff recommends approval of the request subject to the following conditions:

1. Development in accordance with the site plan dated 7/16/2012 and all other applicable regulations. Any deviations, changes, or modifications to the plan are subject to the Zoning Manager's approval. The Zoning Manager may require the changes be reviewed by the Board of Zoning Adjustment (BZA) for administrative approval or to determine if the applicant's changes require another BZA public hearing;
2. Landscaping shall be in accordance with the submitted site plan dated 7/16/2012. The type "C" buffer shall include a 6 ft. tall PVC fence and a shade tree every 40 ft. A shade tree shall be planted every 40 ft. along Mary Lou Dr.;
3. Hours of operation are from Sunday 8:00am to 12:00pm; Wednesday from 5:00pm to 9:00pm;
4. No more than 4 outdoor events annually;
5. Parking spaces may be unpaved. However, handicapped spaces and drive aisles

shall be paved;

6. All development is required to pre-treat runoff for pollution abatement purposes, per Orange County Code 34-227. Discharge that flows directly into wetlands or surface waters without pretreatment is prohibited;
7. Prior to demolition or construction activities associated with existing structures, provide the Orange County Environmental Protection Division (EPD) with a Notice of Asbestos Renovation or Demolition form. For more information, contact Mike Girton at 407-836-1520;
8. Any miscellaneous garbage, yard waste and construction debris shall be disposed of off-site according to the solid waste and hazardous waste regulations. Use caution if any hazardous waste is present. Call the Orange County Solid Waste Hotline at 407-836-6601 for information.
9. Parking shall be in accordance with Orange County Code Chapter 38-1746; and
10. The applicant shall obtain a permit for the religious use facility within 3 years of Orange County approval or this approval becomes null and void;

c.c. E DEAN BOLARIS

**DELACY L. LEITCH - VA-12-11-084**

**REQUEST:** Variance in A-2 zone to allow for a 1,413 sq. ft. detached garage in lieu of 1,000 sq. ft.  
**ADDRESS:** 1411 Oberry Hoover Road  
**LOCATION:** East side of Oberry Hoover Rd. 1,000 feet south of Iroquois Trail  
**S-T-R:** 22-22-31  
**TRACT SIZE:** 100 ft. x 337 ft.  
**DISTRICT#:** 3  
**LEGAL:** BEG SW COR OF W1/4 OF SW1/4 OF NW1/4 RUN N 300 FT TO POB TH E 336.66 FT N 100 FT W 336.66 FT S 100 FT TO POB IN SEC 22-22-31  
**PARCEL ID:** 22-22-31-0000-00-053

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions: (unanimous) The accessory building shall be designed to match the principal residence on-site.

**SYNOPSIS:** The applicant is requesting an accessory building for personal storage. The appearance of the proposed building is residential in nature. The Board questioned a similar variance granted north of the subject property and determined that this applicants request created less impacts to the surrounding properties. The BZA determined the request was reasonable. There was no opposition to the request.



Applicant: DELACY L. LEITCH

BZA Number: VA-12-11-084

BZA Date: 11/01/2012

District: 3

Sec/Twn/Rge: 22-22-31

Tract Size: 100 ft. x 337 ft.

Location: East side of Oberry Hoover Rd. 1,000 Feet south of Iroquois Trail

VA-12-11-084

September 10, 2012

Attn: Orange County Board of Zoning

I own and reside at the property located at 1411 Oberry Hoover Road, Orlando, FL 32825.

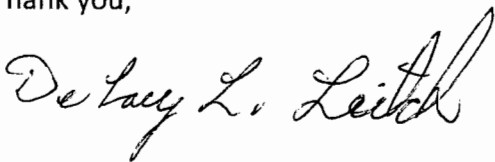
Parcel/Tangible Number: 22-22-31-0000-00053

Legal Description: BEG SW COR OF W1/4 OF SW1/4 OF NW1/4 RUN N 300 FT TO POB TH E 336.66 FT N 100 FT W 336.66 FT S 100 FT TO POB IN SEC 22-22-31

I want to build a 1,413 sq ft detached garage accessory building on my property, which is approximately 3/4 acre. Orange County only allows the detached building to be 1,000 sq ft on agricultural zoned parcels. This structure will be for personal use only. My current attached garage has been filled with motorcycles, tools, work benches, bicycles, lawn equipment, rock saw and polishing equipment, athletic and sport related equipment, and other belongings for over 15 years. I am unable to park our vehicles and do maintenance on them inside our attached garage. I can't park my vehicles in the garage when severe weather occurs. Being safety minded, I want to store flammable items (such as gas cans, oil, paint) in the detached garage. I need the additional room a detached garage accessory building would provide.

Thank you for your consideration. Please review my application and other documents and approve my variance request for detached garage/accessory building.

Thank you,



DeLacy L. Leitch

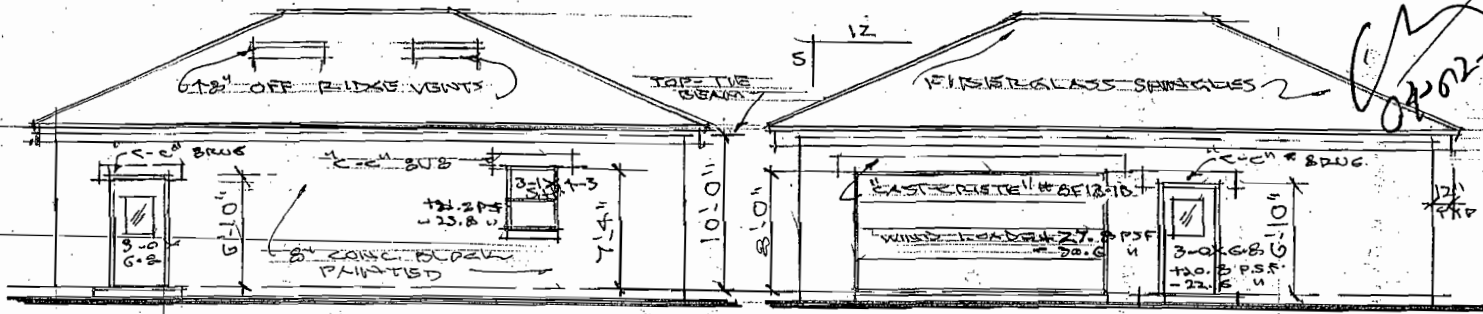
407-595-8061 / 407-399-7443

# ALLEN ARTHUR-ARCHITECT

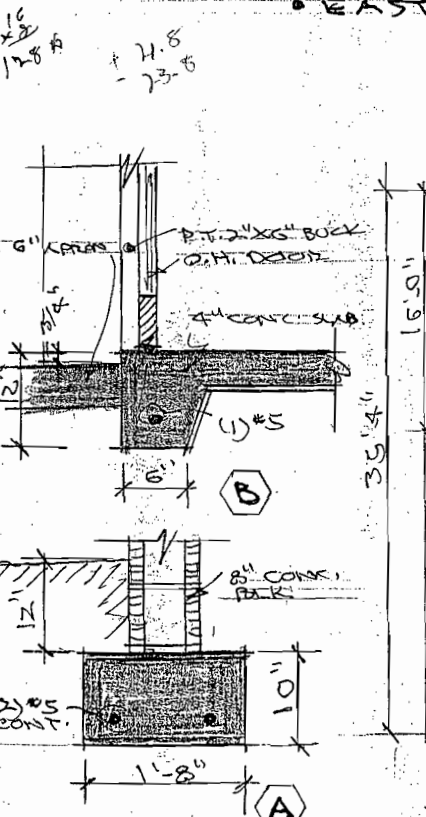
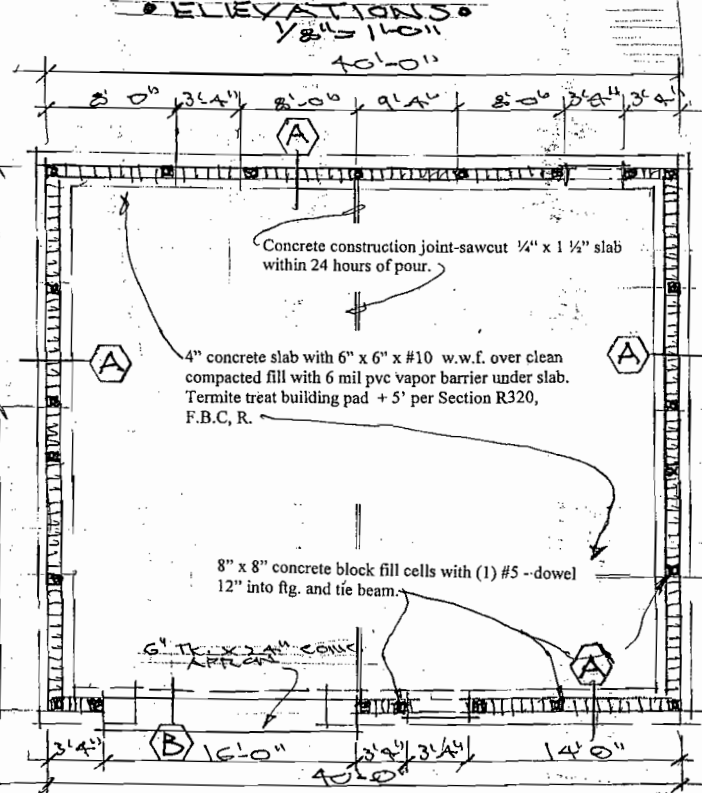
301 N. Fern Creek Avenue  
ORLANDO, FLORIDA 32803  
(407) 896-6711 FAX/DATA (407) 896-3770

## CODE DATA:

Design wind speed = 140 m.p.h. converted to 108 m.p.h. per risk factor II.  
Design per 2010 Florida Building Code, Residential and 2008 National Electrical Code.  
Exposure "B"; Iw = II; Enclosed  
One story; 1,413 sq. ft.  
All concrete shall = 2,500 p.s.i.  
All framing lumber shall equal #2 S.Y. Pine or "engineered" lumber.  
Soil bearing assumed at 2,000 P.S.F.  
Wind load-walls = +19.2 p.s.f.; -11.3 p.s.f.  
Roof live load = 20 p.s.f.; wind load = -23.1 p.s.f.  
Termite treat building pad + 5 ft. per Section R320, F.B.C. R.

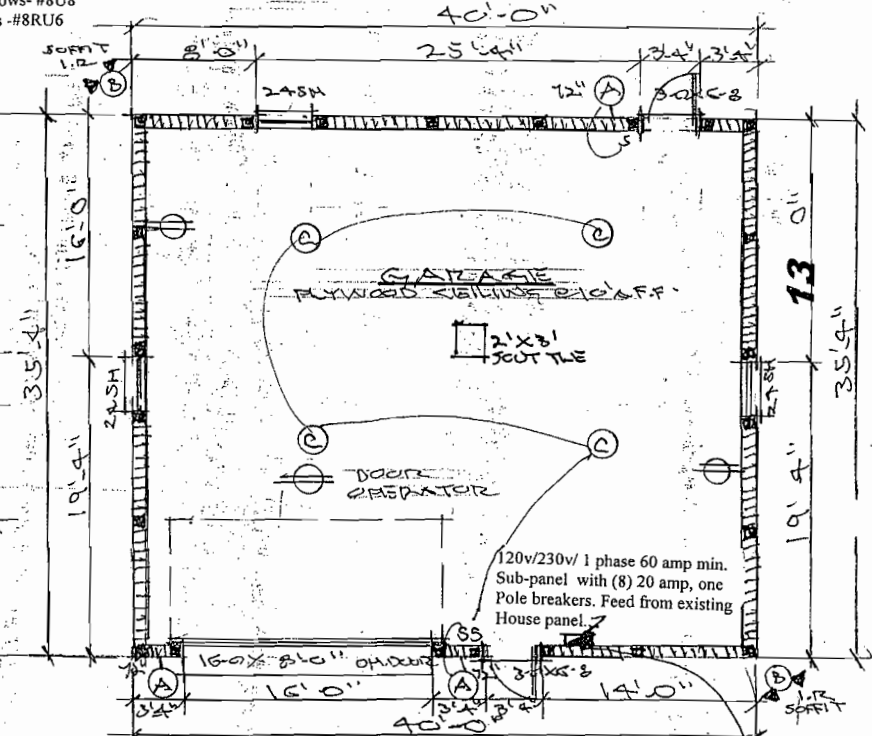


EAST ELEVATIONS WEST



FOOTING DETAILS  
3/4\" = 1'-0"

"Cast-Crete" lintels per Florida approval #FL158-R3.  
Garage- #8F12-1B  
Windows- #8U8  
Doors- #8RU6



FLOOR PLAN  
1/2\" = 1'-0"





**MARIA M. BAPTISTA - VA-12-11-087**

**REQUEST:** Variance in an R-1A zone to allow existing screen room to remain 24 ft. from the rear property in lieu of 30 ft.  
(Note: This is the result of Code Enforcement action)

**ADDRESS:** 8133 Gandy Way

**LOCATION:** 8133 Gandy Way

**S-T-R:** 29-21-29

**TRACT SIZE:** 111 ft. x 115 ft.

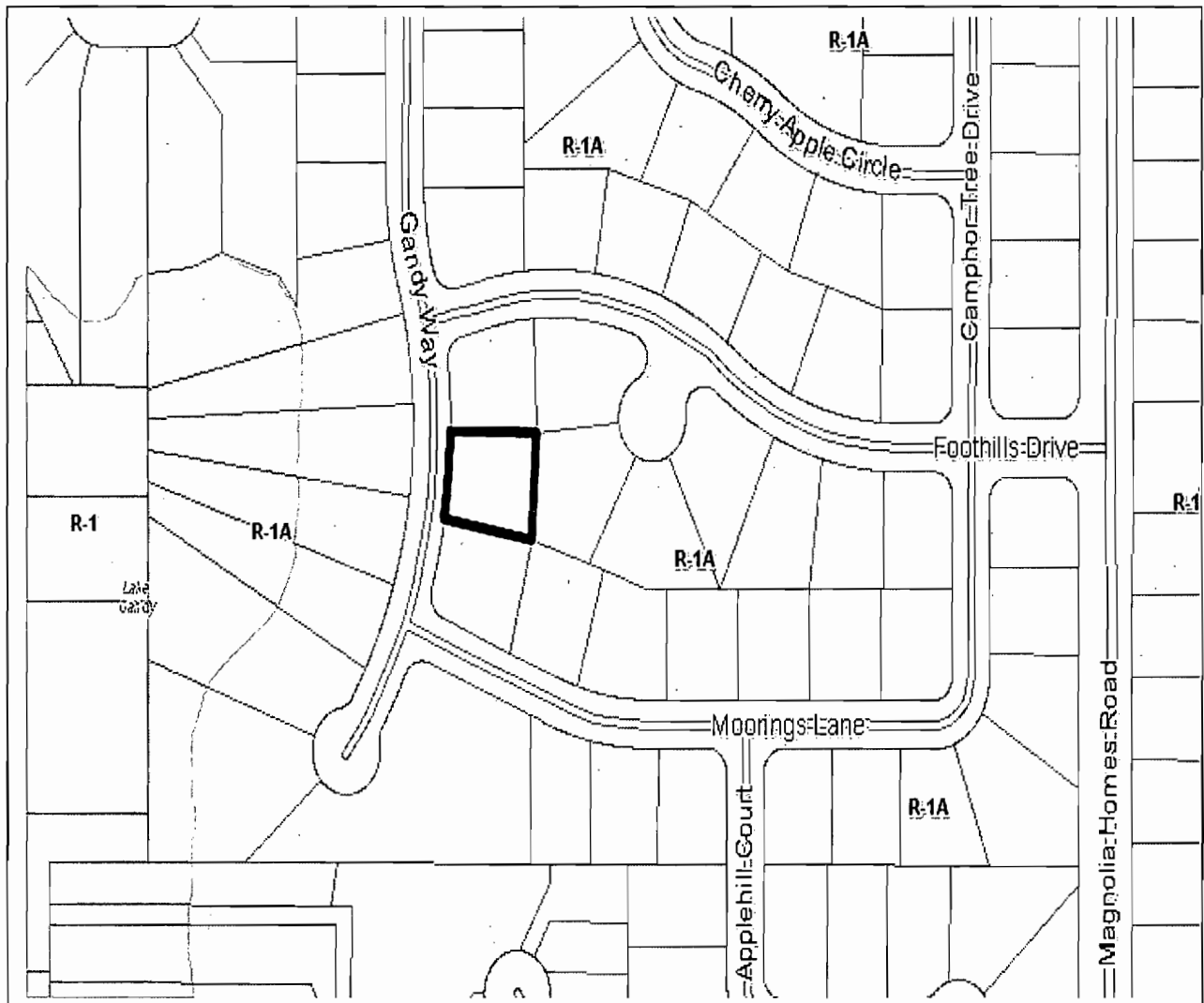
**DISTRICT#:** 2

**LEGAL:** MAGNOLIA VILLAGE UNIT ONE 9/111 LOT 89

**PARCEL ID:** 29-21-29-5446-00-890

**DECISION:** Approved the Variance request in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous): The applicant shall obtain permits within 90 days of final approval.

**SYNOPSIS:** The applicant was cited by Code Enforcement for constructing the addition without permits. The addition encroaches into the rear setback. The Board recognized that although permits should have been obtained prior to construction, the variance was minimal and did not create any adverse impacts. There was no opposition to this request.



Applicant: MARIA M. BAPTISTA

BZA Number: VA-12-11-087

BZA Date: 11/01/2012

District: 2

Sec/Twn/Rge: 29-21-29-SE-D

Tract Size: 111 ft. x 115 ft.

Location: 8133 Gandy Way

# VA-12-11-087

Cover letter:

To: Orange County Board of Zoning

From: Maria Batista. Property: 8133 Gandy Way, Orlando Florida, 32810

I, Maria Batista, owner of the property located on 8133 Gandy Way, Orlando Florida, 32810; I am requesting that the set back of my property be adjusted from 30 feet to 25 feet. I change the structure of the existing porch to an extra room for the house. After been advise for the Orange county code enforcement agent to get permit I realize the set back is not in compliance with the requirements of the zoning in this area. I truly apologize for that.

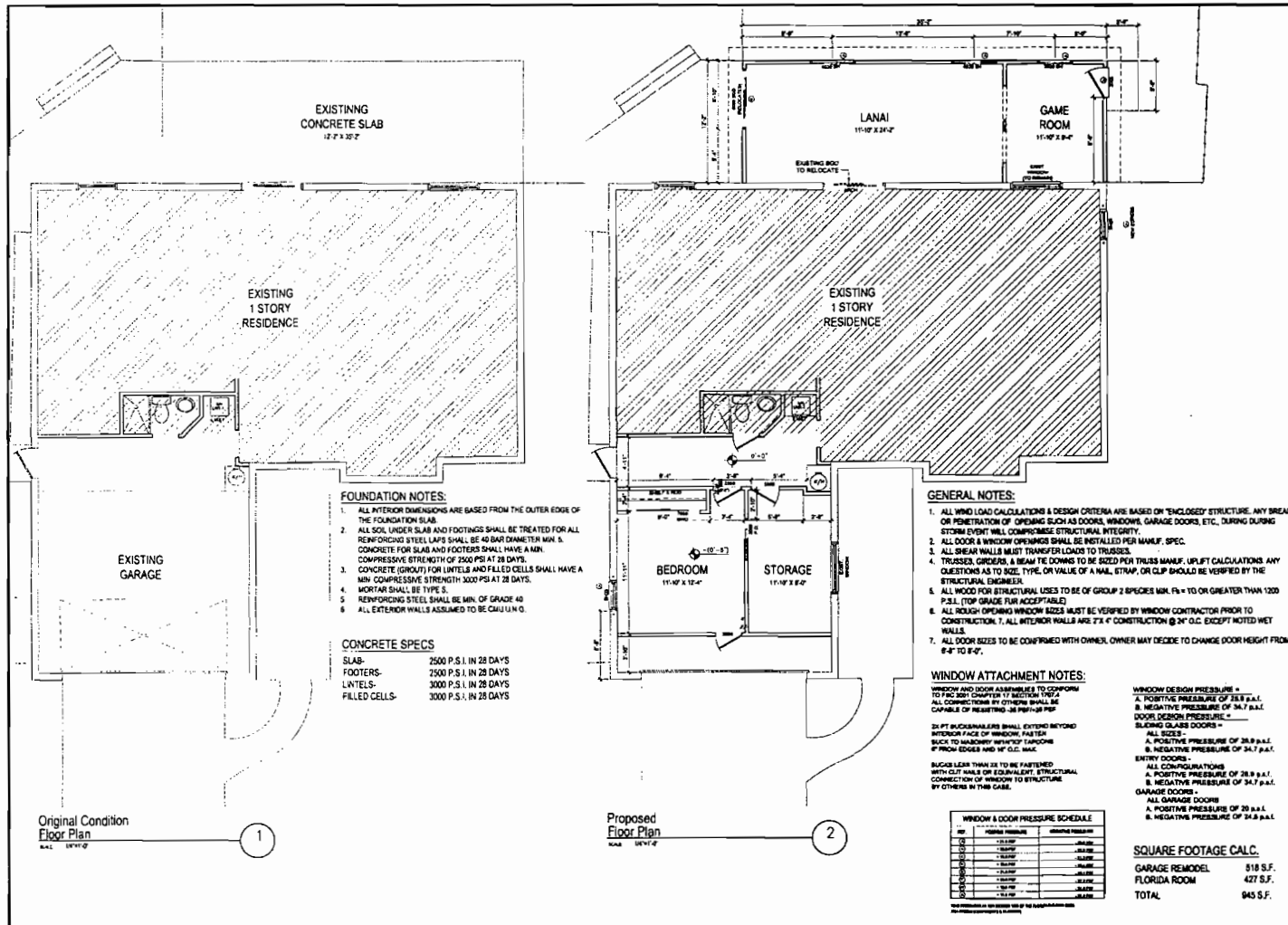
My petition today is to ask the board of Zoning to adjust my set back of the property from 30 feet to 25 feet to get the needed permits and to finish the project for the property

Regards,



Maria Batista

Owner



**DBEC**  
Design-Build Engineering  
1005 E. 17th Ave.  
Suite 100  
Orlando, FL 32801  
Tel: (407) 574-3340  
Fax: (407) 574-6594  
PE # 12058

**DRAFT/ONIC**

**NEW ADDITION / GARAGE REMODEL FOR  
BATISTA  
RESIDENCE**  
8133 GANDY WAY  
ORLANDO FL 32810

**BY** **REV.**

**SCALE**

**A-1**

# BOUNDARY SURVEY

## Legal Description:

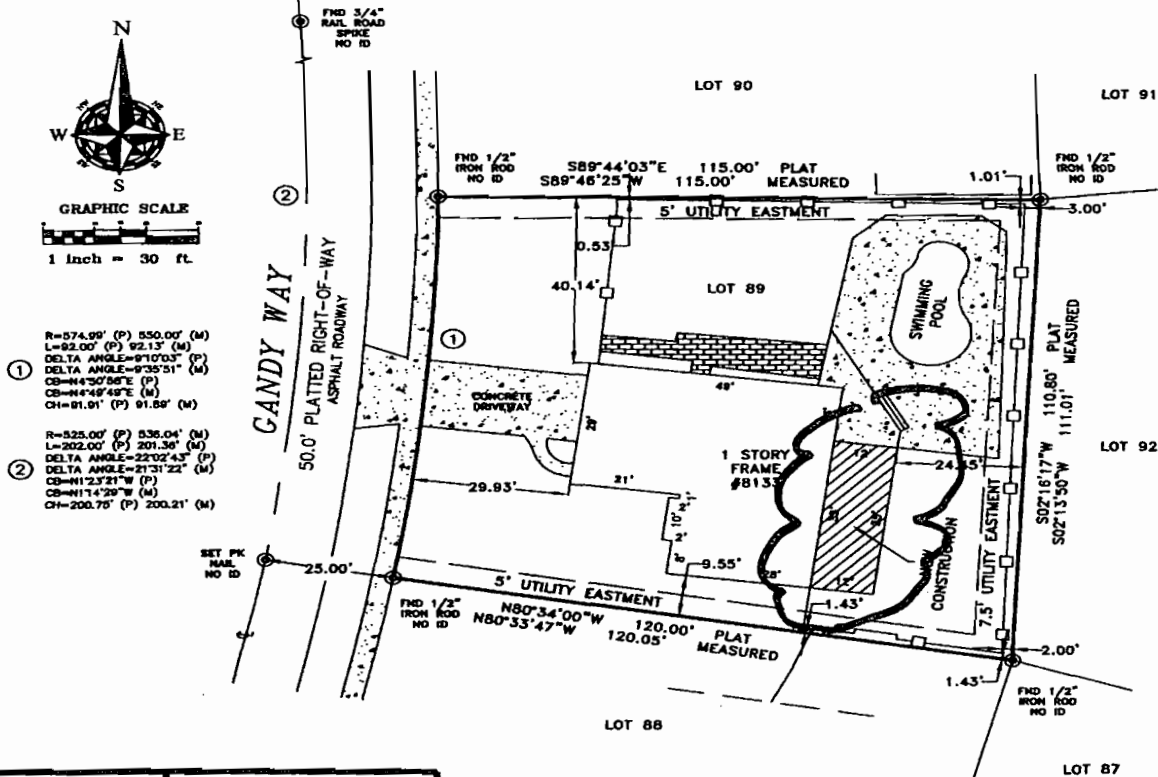
Lot 89, Magnolia Village Unit One, a subdivision according to the plat thereof recorded at Plat Book 9, Pages 111 and 112, in the Public Records of Orange County, Florida

## Certify to:

Maria M. Batista  
Eber Rodriguez

## Flood Insurance Rate Map:

Community Number:  
12095C Panel: 0145  
Suffix: F  
Flood Insurance Rate Map  
Dated 09/25/09  
Flood Zone: "X"



	BRICK		UTILITY POLE
	CONCRETE		FOUND SURVEY MONUMENT
			FOUND CONCRETE MONUMENT

## Legend:

8133 Gandy Way., Orlando, Florida 32810



**AMB SURVEYING & MAPPING**  
P.O. BOX 421378, KISSIMMEE, FLORIDA 34742-1378  
TEL. 407-414-0783 FAX 407-386-7906

## Surveyor's Notes:

- Bearing Base on: The NORTH Line of Lot 89 as being S89°44'03"E, per plat and is assumed.
- Except as shown, hereon, no underground features, utilities or foundations were located by this survey.
- The Survey depicted here is not covered by Professional Liability Insurance.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper."

THE FLOOD DATA PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE INFORMATION PROVIDED. THE LOCAL F.E.M.A. AGENCY SHOULD BE CONTACTED FOR VERIFICATION.

## Abbreviations:

P	PLAT	P.C.	POINT OF CURVATURE
F	FIELD	P.T.	POINT OF TANGENCY
IR	IRON ROD AND CAP	R	RADIUS
IP	IRON PIPE	L	LENGTH
IR	IRON ROD	Δ	DELTA ANGLE
C.M.	CONCRETE MONUMENT	CH	CHORD DISTANCE
CON	COVERED	CB	CHORD BEARING
P.O.B.	POINT OF BEGINNING	P.O.L.	POINT ON LINE
P.O.C.	POINT OF COMMENCEMENT	B.L.	BLOCK
C.L.	CENTER LINE	P.C.C.	POINT OF COMPOUND CURVATURE
R.M.	RAIL AND DISK	A/C	AIR CONDITIONER
R/W	RIGHT OF WAY	R.R.	IRON RAIL
E.M.	EASEMENT	W.P.	WITNESS POINT
CH	CHAIN LINK FENCE	P.M.	PERMANENT REFERENCE MONUMENT
UT	UTILITY	CONC.	CONCRETE
C.L.F.	CHAIN LINK FENCE	CL	CONCRETE CORNER
W.F.	WOOD FENCE	LS	LOCKED BUSINESS
C.B.	CONCRETE BLOCK	LS	LOCKED BUSINESS
REC	RECOVERED	LS	LOCKED BUSINESS
PUE	POWER AND UTILITY EASEMENT	U.E.	UTILITY EASEMENT

## Line Types:

—	CENTERLINE
-X-X-	4" IRON FENCE
-O-O-	6" WOOD FENCE
-O-O-	3" WIRE MESH FENCE
-CH-	OVERHEAD UTILITY LINES

"This Survey not intended for construction, fencing, or design"

Signature and raised seal

4/26/12  
ANGEL M. BOSQUE-POLANCO, L.S. 6581 DATE  
Florida Surveyor and Mapper."

## Certified by:

ANGEL M. BOSQUE-POLANCO  
P.S.M. LS 6581  
P.O. Box 421378, Kissimmee,  
Florida 34742-1378  
Tel (407)414-0783  
Fax (407)386-7906

## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE SURVEY OF THE HEREON DESCRIBED PROPERTY WAS PREPARED UNDER MY DIRECT SUPERVISION AND MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER SJ-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

ORDER NO.: 0012/1/2012

FIELD DATE: 4/24/2012

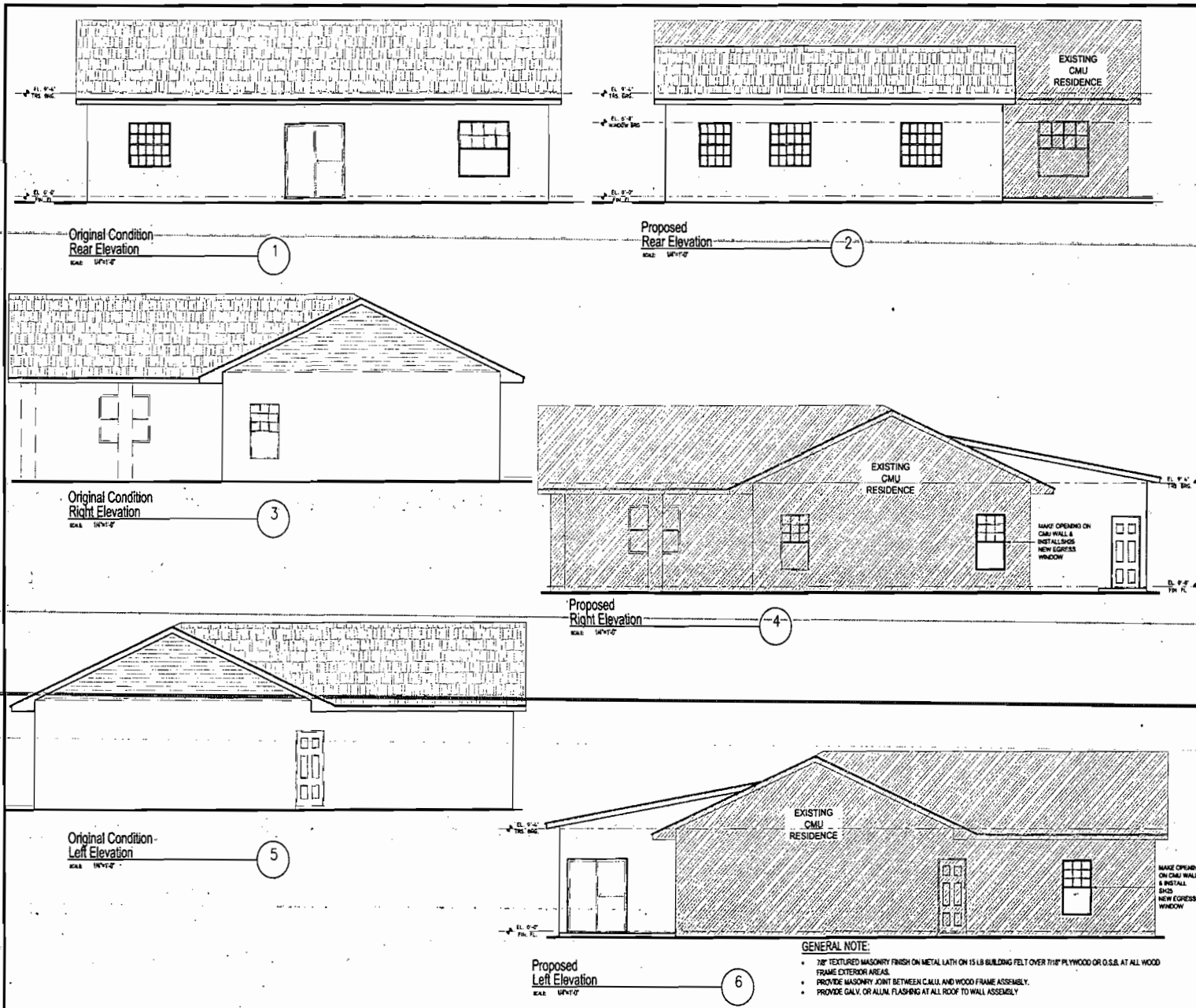
SHEET NO.:

REVIEWED BY: A.M.B.

SURVEYED BY: A.M.B.

DRAWN BY: A.M.B.

1



DBE&C  
Design Build Engineers  
& Contractors, Inc.  
10101 E. US Highway 1  
Orlando, FL 32836  
Michael A. Thompson, P.E.  
PE #41506

**DRAFT**  
NEW ADDITION & GARAGE REMODEL FOR  
**BATISTA RESIDENCE**  
8133 GANDY WAY  
ORLANDO FL 32810  
PH. (407) 574 3340 - FAX (407) 574 6294

REV. BY

LA

DATE: 07/11  
SCALE:

A-2

**CBS OUTDOOR - VA-12-11-081**

**REQUEST:** Variances in C-1 zone to replace an existing legal nonconforming billboard as follows:

- 1) Billboard is 5 ft. from a residential property line (to the west) in lieu of 200 ft.; and
- 2) Billboard is 115 ft. from a residential property line (to the west) in lieu of 200 ft.

(NOTE: New billboard will have one static face and one LED face)

**ADDRESS:** 7353 W. Sand Lake Road

**LOCATION:** North side of W. Sand Lake Rd., 1/3 mile west of Turkey Lake Rd.

**S-T-R:** 26-23-28

**TRACT SIZE:** .59 acres

**DISTRICT#:** 1

**LEGAL:** COMM SW COR OF SE1/4 OF SEC 26-23-28 TH N00-02-59E 60 FT TO POB TH N00-02-59E 204.40 FT TH N89-46-50E 125 FT TH S00-02-59W 204.40 FT TH S89-46-50W 125 FT TO POB

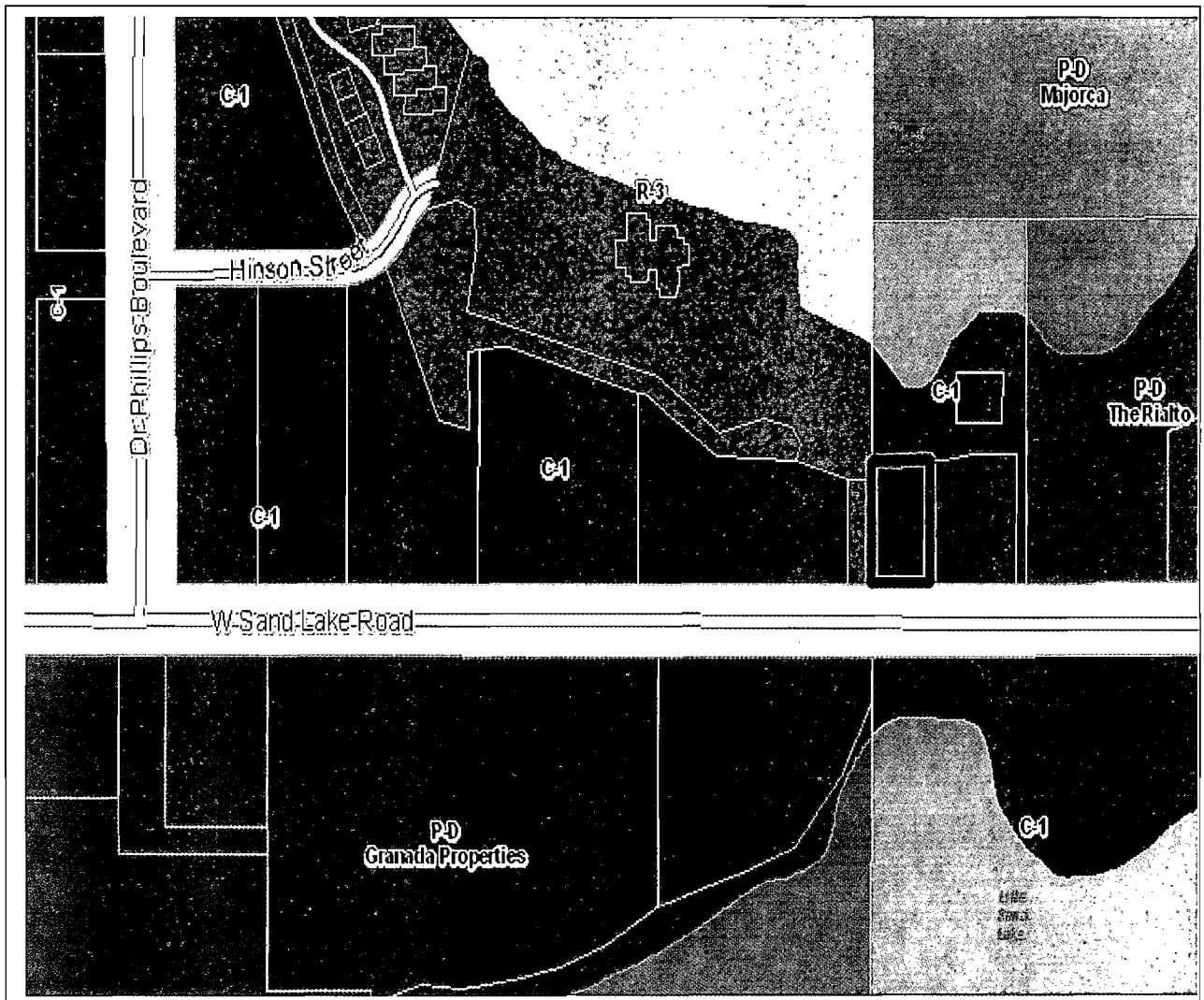
**PARCEL ID:** 26-23-28-0000-00-145

**DECISION:** Approved Variance requests #1 and #2 in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met. (unanimous)

**SYNOPSIS:** The Applicant addressed the Board and stated that he did not have anything new to add. During the discussion, staff reiterated the variances were for the setbacks from a residential zone not building setbacks and the LED face will be toward the East. The Board asked if there was any other LED billboards in the area. The applicant stated there was one on Turkey Lake Rd. which faced I-4.

There was one commentary in opposition and two letters of no objection. No one spoke in opposition during the meeting.

The Board approved the two variances with no conditions.



Applicant: CBS OUTDOOR

BZA Number: VA-12-11-081

BZA Date: 11/01/2012

District: 1

Sec/Twn/Rge: 26-23-28

Tract Size: .59 acres

Location: North side of W. Sand Lake Rd., 1/3 mile west of Turkey Lake Rd.





August 27, 2012

Orange County Zoning Division  
Attn: Board of Zoning Adjustment Requests  
201 South Rosalind Avenue, First Floor  
Orlando, Florida 32802

**Re: Application for Variance Request**

To Whom It May Concern:

I am submitting a request for a variance to rebuild an existing billboard that is less than 200 feet from residentially zoned property.

The property in questions has no physical address but has a tax parcel identification number of 26-23-28-0000-00-145 and is located along Sand Lake Road, west of Interstate 4 and east of Dr. Phillips Boulevard.

The property has an existing billboard on it that is approximately 40 feet tall with 400 square feet of advertising space on each side. The existing billboard is 10 feet from the western property line and 17.5 feet from the front property line along Sand Lake Road.

The newly rebuilt sign will be a minimum of five (5) feet from the western property boundary and will be a minimum of 15 feet from the front property boundary along the Sand Lake Road right of way.

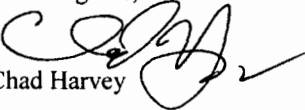
The newly constructed billboard will be 40 feet tall with advertising faces that are 10.6' X 36' (approximately 382 square feet per side). One of the advertising faces is proposed to be a digital (LED) face.

The newly constructed billboard will be located almost exactly where the existing billboard is today moving only slights to the west in order to not impact the existing foundation of the existing billboard that is proposed to be removed.

The purpose of this request is to ask that we are permitted to replace the existing billboard with a new billboard structure that will be within 5 feet of property currently zoned R-3.

I can be reached anytime at 407-975-0202 or by email at [chad.harvey@cbsoutdoor.com](mailto:chad.harvey@cbsoutdoor.com) to address any questions that may arise as a result of this request.

Kind Regards,

  
Chad Harvey

SEP-6-2012 14:16 FROM:

TO: 4079750217

P.1

September 5, 2012

Chad Harvey  
CBS Outdoor, Inc.  
2699 Lee Road, Suite 230  
Winter Park, Florida 32789

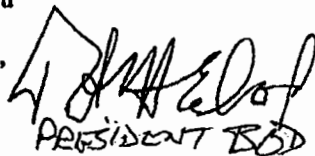
**Re: Billboard Conversion along Sand Lake Road**

Dear Mr. Harvey:

We have no objection to your request with Orange County to convert the existing billboard that you have along Sand Lake Road to a digital billboard with an LED panel.

Thank you

Sincerely,



Handwritten signature of the President of Bay View Reserve Condominium Association, Inc.

Bay View Reserve Condominium Association, Inc.

August 9, 2012

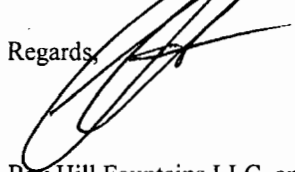
Chad Harvey  
CBS Outdoor, Inc.  
2699 Lee Road, Suite 230  
Winter Park, Florida 32765

**Re: Zoning Variance Request**

Dear Mr. Harvey:

We have no objection to your request for a variance with Orange County to rebuild the existing billboard unit on the property just east of ours as owned by Bridge LLC, with a parcel identification number of 26-23-28-0000-00-145, as a new billboard with one digital billboard face and one static face.

Regards,

  
Bay Hill Fountains LLC, and  
MDC Fountains LLC



Existing  
Billboard





Proposed



**TAKA TAKAS CAFE - VA-12-11-083**

**REQUEST:** Variances in C-2 zone to allow on-site consumption of beer and wine (no package sales) as follows:

- 1) 348 ft. from religious use facility (Kingdom Family Church) in lieu of 1000 ft.; and
- 2) 418 ft. from religious use facility (Movimiento Misionero Mundial) in lieu of 1000 ft.

(NOTE: Both churches are located inside same commercial shopping plaza as applicant's restaurant)

**ADDRESS:** 9318 Colonial Drive

**LOCATION:** South side of E. Colonial Dr., 1/4 mile east of SR 417

**S-T-R:** 19-22-31

**TRACT SIZE:** 3.6 acres

**DISTRICT#:** 3

**LEGAL:** 3527/1687 ERROR IN LEGAL DESC -- COMM SW COR LOT 8 BLK F CHENEY HEIGHTS UNIT 1 REPLAT U/50 N 39.64 FT FOR POB N 385.36 FT W 15 FT N 214.64 FT W 253.99 FT S 601.9 FT E 270.13 FT TO POB IN SEC 19-22-31

**PARCEL ID:** 19-22-31-0000-00-022

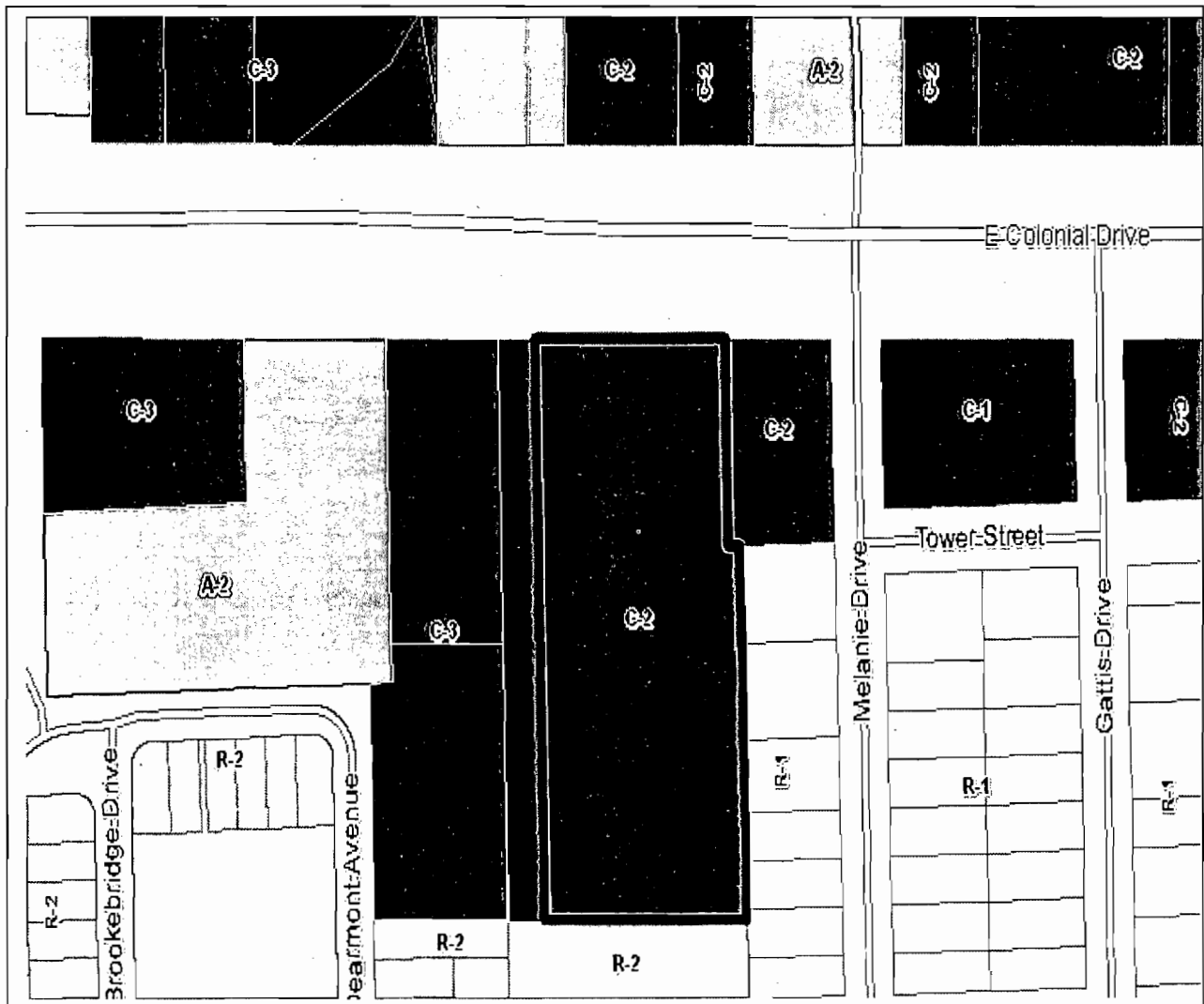
**DECISION:** Approved Variance requests #1 and #2 in that the Board made the finding that the requirements of Orange County Code, Section 30-43(3) have been met; further, said approval is subject to the following conditions (unanimous):

1. Alcoholic beverages shall not be sold or consumed on Sundays as long as there is a religious use within 1000 ft. as measured per Chapter 38, zoning requirements;
2. Approval is for Taka Takas Cafe's use only. Any future tenant shall be subject to the County's Alcoholic Beverage requirements in Chapter 38, Orange County Code;
3. Applicant shall operate 9:00 am to 9:00 pm. This condition is null and void if there are no schools or religious uses within 1000 ft. of the establishment as measured by Chapter 38, Orange County Code.

**SYNOPSIS:** The applicant wants to sell beer and wine with meals. They are a small family owned restaurant. The affected churches are storefront churches located in the same commercial plaza as the restaurant. They are both located within 1000 ft. of the restaurant. The separation distance between establishments that consume beer and wine and churches is 1000 ft. One of the churches is active and submitted a letter of no opposition. The other church is not active in Orlando and practices in the City of Miami. Staff advised the BZA that commercial retail centers are typically reserved for restaurants that serve beer and wine. In this case, the affected active church has no objection. Staff recommended that if this request is approved it should be for Taka Takas use only. One resident spoke in opposition. He felt the distance separation was meant to protect churches from intoxicated customers.



The BZA advised the resident the affected church had no opposition. The BZA concluded there were special circumstances that warranted an approval subject to conditions that would protect the community.



Applicant: TAKA TAKAS CAFE

BZA Number: VA-12-11-083

BZA Date: 11/01/2012

District: 3

Sec/Twn/Rge: 19-22-31-NW-NW

Tract Size: 3.6 acres

Location: South side of E. Colonial Dr., 1/4 mile east of SR 417



A vertical black and white photograph showing a person in a dark, textured environment, possibly a cave or tunnel. The person is positioned near the top of the frame, with their head and shoulders visible. They appear to be looking down or towards the camera. The background is dark and has a rough, uneven texture. A bright light source is visible at the top left, creating a strong contrast and illuminating the person's face and the surrounding area. The overall mood is mysterious and dramatic.


$$\begin{aligned} \frac{\partial}{\partial t} \left( \frac{1}{2} \rho \mathbf{u} \cdot \mathbf{u} \right) + \nabla \cdot \left( \frac{1}{2} \rho \mathbf{u} \otimes \mathbf{u} \right) &= -\nabla \cdot \left( \frac{1}{2} \rho \mathbf{u} \otimes \mathbf{u} \right) + \nabla \cdot \left( \frac{1}{2} \rho \mathbf{u} \otimes \mathbf{u} \right) \\ &= -\nabla \cdot \left( \frac{1}{2} \rho \mathbf{u} \otimes \mathbf{u} \right) + \nabla \cdot \left( \frac{1}{2} \rho \mathbf{u} \otimes \mathbf{u} \right) \end{aligned}$$

Sundays when the church was open. Taka Takas  
Café agreed to this & in the package you will find  
a signed letter to that effect from my client.

I realize that being granted a variance of this  
nature is irregular, but I would appreciate any  
special consideration that can be given in this  
matter.

Sincerely,

Denise Morrill

*Denise Morrill*

(321) 274-7100 ORLANDO  
(386) 698-4039 DAYTONA BEACH SHORES  
(904) 377-7610 ST. AUGUSTINE  
(386) 374-1833 FAX

DISCERNMENT FOUNDATION  
WWW.DISCERNMENTFOUNDATION.COM

Taka Takas Café INC

9318 E Colonial Dr

Orlando FL 32817

STE A-5-A6

305-781-7966

August 28, 2012

Pastor Clark,

As owner/operator of Taka Takas Café I wanted to let you know we will NOT be serving Alcohol on Sundays. We will only be serving Beer & wine Monday – Saturday.

I appreciate your support in this matter.

Thank you,

Luis Enrique Martinez Villasmil

A handwritten signature in black ink, consisting of a large, stylized 'L' and 'M' that overlap, with a horizontal line crossing through the middle of the letters.



9318 E.Colonial Dr. • Ste. B1 • Tower Square • Orlando, FL 32817  
Phone: (407) 381-9120 • [info@kingdomfamilychurch.com](mailto:info@kingdomfamilychurch.com)  
[www.kingdomfamilychurch.com](http://www.kingdomfamilychurch.com)

August 28, 2012

From: Pastor Roger Clark  
Kingdom Family Church, Inc.

To: Whom It May Concern

Re: Restricted Permission to Serve Alcohol

Denise, per our telephone conversation earlier on this date, I have no objection to Taka Takas Café serving beer and wine as long as they do not serve either on Sundays. I trust that management of the establishment will be both responsible and accountable to fulfill this agreement.

Dr. Roger Clark  
Senior Pastor



Mon to Thurs 9:00 AM / 9:00 PM  
Fri and Sat 11:00 AM / 10:00 PM  
Sun 11:00 AM / 6:00 PM

9318 E. Colonial dr Suite A-5/A-6  
Orlando, FL 32817  
Phone: (407) 601-5957  
email: [info@takatakas.com](mailto:info@takatakas.com)  
[www.takatakas.com](http://www.takatakas.com)



**NEW LIFE CHRISTIAN CENTER - SE-12-10-078**

**REQUEST:** Special Exception and Variances in R-1A zone as follows:  
1) Special Exception: To place modular unit on-site to be used for religious use purposes;  
2) Variance: To allow grass parking spaces and driving aisles in lieu of paved spaces and driving aisles; and  
3) Variance: To provide 12 parking spaces in lieu of 34 parking spaces.

**ADDRESS:** 3909 White Heron Drive

**LOCATION:** East side of White Heron Dr., east of N. Pine Hills Rd., south of North Lane

**S-T-R:** 07-22-29

**TRACT SIZE:** 4.3 acres

**DISTRICT#:** 2

**LEGAL:** PINE HILLS MANOR R/132 LOT 8 BLK B

**PARCEL ID:** 07-22-29-6974-02-070; 07-22-29-6974-02-080

**DECISION:** This case is further continued until the January 3, 2013 BZA Hearing, to allow the applicant 60 days for additional research and to schedule a Community Meeting regarding the request.



**New Life Christian Center**

**6884 Silver Star Road**

**Orlando, Florida 32818**

Special Exception Request: 3827 and 3909 White Heron Dr, Orlando Florida

Parcel ID 07-22-29-6974-02080

Parcel ID 07-22-29-6974-02070

To Whom It May Concern:

Attached please find a Special Exception Application and documents for the Special Exception Application for the New Life Christian Center request.

The New Life Christian Center currently holds services at a leased facility, 6884 Silver Star Road, Orlando, Florida and is purchasing this property in order to stabilize our congregation, fellowship, and grow in a facility which can grow with our faith traditions. The present congregation consists of about 100 members including parents and children. This property which consists of Approximately 4.3 acres will allow the congregation to plant roots with our own permanent location.

Operationally the Church will have no employees to start. Services are to be held every Sunday morning at 11:00 am to 1:00 pm and most Wednesday evenings 6:30 pm to 8:00 pm. With additional services during Easter, Christmas and other events.

The sole purpose is for the exercise of our religious services and practice. We have been and will continue to be respectful part of our Central Florida Community.

Any questions or requests for additional information feel free to contact me. Tim Brown 407-232-1151

Sincerely,



Tim Brown

New Life Christian Center Church Representative





STAFF REPORT  
CASE #SE-12-10-078  
Orange County Zoning Division  
Planner: Jeffrey Ball  
Board of Zoning Adjustment  
October 4, 2012  
Commission District: 2

GENERAL INFORMATION:

APPLICANT: NEW LIFE CHRISTIAN CENTER

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception and Variances in R-1A zone as follows:

- 1) Special Exception: To place modular unit on-site to be used for religious use purposes;
- 2) Variance: To allow grass parking spaces and driving aisles in lieu of paved spaces and driving aisles; and
- 3) Variance: To provide 12 parking spaces in lieu of 34 parking spaces.

LOCATION: East side of White Heron Dr., east of N. Pine Hills Rd., south of North Lane

PROPERTY ADDRESS: 3827 White Heron Dr., 3909 White Heron Dr.

PARCEL ID: 07-22-29-6974-02-070; 07-22-29-6974-02-080

TRACT SIZE: 4.3 acres

DISTRICT #: 2

ZONING: R-1A

EXISTING USE(S): Vacant

PROPOSED USE(S): Religious use facility

SURROUNDING USES: N – Single-family residential  
S – Single-family residential  
E – Rolling Hills Elementary School  
W – ROW/Single-family residential

#### STAFF FINDINGS AND ANALYSIS:

1. The applicant is requesting to utilize a 2,500 sq.ft. modular unit on the site to conduct religious services. The proposed modular unit will need to be approved by the Building Department.
2. The modular unit is not compatible with the surrounding site built homes in the surrounding area.
3. The subject site is located on a local residential street. Allowing this commercial use would intrude into the surrounding residential neighborhood.
4. The applicant is requesting a variance to allow for grass parking and grass drive aisles. Staff does not support grass drive aisles due to safety and maintenance concerns. Handicap spaces must be paved.
5. The applicant is requesting a variance to allow 12 parking spaces in lieu of the required 34 spaces (1space per 3 seats) with a 100 members. This equates to a 65 % deviation from the Code.
6. Services will be held, Sundays from 11 am to 1pm and Wednesdays from 6:30 to 8 pm with additional services on the Holidays.
7. The proposed plan does not show sufficient areas required for landscaping. The site plan will need to be modified to show compliance with Chapter 24 regarding landscaping.
8. Prior to earth work or construction, if one acre or more will be disturbed, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection (FDEP).
9. This parcel is within the Alternative Mobility Area and is exempt from concurrency. Based on the 3,000 sq. ft modular unit, the applicant will be required to meet 1 mobility standard.

**STAFF RECOMMENDATION:**

Staff recommends denial of the request, since it does not meet the requirements as outlined in Section 38-78, Orange County Code, specifically:

1. The proposed use is not compatible with the surrounding uses.
2. The proposed use acts as an intrusion into a residential community.

c.c. NEW LIFE CHRISTIAN CENTER



## Interoffice Memorandum

November 15, 2012

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

FROM: Jon V. Weiss, P.E., Director  
Community, Environmental and Development  
Services Department

CONTACT PERSON: **John Smogor, Chairman**  
**Development Review Committee**  
**Planning Division**  
**(407) 836-5616**

SUBJECT: November 27, 2012 – Public Hearing  
David C. Lowe, DRMP, Inc.  
Case #CDR-12-09-181  
Hunter's Creek Planned Development / Land Use Plan  
(PD/LUP) *Substantial Change* - District 1

The Hunter's Creek Planned Development (PD) is a Development of Regional Impact (DRI) generally located east of U.S. Hwy 441 and north of the Orange / Osceola County line. The overall PD contains approximately 3,995 gross acres and was formally approved by the Board of County Commissioners on November 22, 1983. The maximum Hunter's Creek development program consists of 8,915 residential units; 1,287,500 square feet of commercial land use; 1,045,500 square feet of office/industrial land use; and 520 hotel units.

Through this application, the applicant is requesting four (4) waivers from Orange County Code Sections 38-1258 and 38-1477 that address multi-family residential building setback, height, buffering/screening and parking standards for a ~9.86 acre tract only (PD Tract 330 – Lot 2). The request does not affect the approved PD development program.

A community meeting was not required by the Development Review Committee (DRC). However, the applicant presented the request to the Hunter's Creek Community Association (HCCA) on October 4, 2012 and has received a letter of support from the



HCCA. In the letter, the HCCA expresses that request will result in only minor impacts and a more desirable urban design.

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Blue Folder for public hearings and in the Planning Division for further reference.

**ACTION REQUESTED:** Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Hunter's Creek Planned Development / Land Use Plan (PD/LUP) dated "Received April 16, 2008", subject to the recommended Development Review Committee (DRC) conditions listed in the Staff Report. District 1

Attachments

**CASE # CDR-12-09-181**

Commission District: # 1

**GENERAL INFORMATION**

<b>APPLICANT</b>	David C. Lowe, DRMP, Inc.
<b>OWNER</b>	BB Hunter's Development, Inc.
<b>PROJECT NAME</b>	Hunter's Creek Planned Development / Land Use Plan (PD/LUP) Amendment ( <i>Substantial Change</i> )
<b>HEARING TYPE</b>	Board of County Commissioners (BCC) Public Hearing
<b>REQUEST</b>	<p>To grant the following four (4) waivers from Orange County Code Sections 38-1258 and 38-1477, applicable to PD Tract 330, Lot 2 only:</p> <ol style="list-style-type: none"><li>1) A waiver from Section 38-1258(b) to allow all multi-family buildings located within one hundred thirty-five (135) feet of single-family zoned property to be four (4) stories in height (not to exceed 55 feet), in lieu of three (3) stories and 40' to be located 150' from single-family property;</li><li>2) A waiver from Section 38-1258(c) to allow a maximum height of fifty-five (55) feet for all multi-family buildings, in lieu of a maximum building height of forty (40) feet;</li><li>3) A waiver from Section 38-1258(f) to eliminate the requirement to construct a six (6) foot masonry wall whenever a multi-family development is located adjacent to single-family zoned property; and</li><li>4) A waiver from Section 38-1477 to allow thirty-three (33) parking spaces to be located on Hunter's Park Lane, a private right-of-way, subject to HOA approval, in lieu of all required parking spaces to be located on the same lot.</li></ol>
<b>LOCATION</b>	Generally east of Town Loop Boulevard, south of Hunter's Park Lane.
<b>PARCEL ID NUMBER</b>	29-24-29-3208-00-022 ( <i>Tract 330 – Lot 2 only</i> )

**PUBLIC NOTIFICATION**      The notification area for this public hearing was 500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Three hundred fifteen (315) notices were mailed to surrounding property owners.

A community meeting was not required for the application.

**TRACT SIZE**                      ~9.86 Acres (*Tract 330 – Lot 2 only*)

### **IMPACT ANALYSIS**

#### **Land Use Compatibility**

The proposed amendment includes waivers from the applicable Community Village Center Signage Code and does not reflect a change to existing land use entitlements; therefore, does not result in any land use compatibility issues.

#### **Comprehensive Plan Consistency**

The underlying Future Land Use Map (FLUM) designation of the subject property is Community Village Center (CVC) and the request appears to be consistent with the Comprehensive Plan.

#### **Transportation / Concurrency**

The proposed amendment includes waivers from the applicable Community Village Center Signage Code and does not affect transportation/concurrency.

### **STAFF RECOMMENDATION**

#### **DRC RECOMMENDATION (September 12, 2012)**

**Make a finding of consistency with the Comprehensive Plan and approve the substantial change to the Hunter's Creek Planned Development / Land Use Plan (PD/LUP), subject to the following condition(s):**

1. Development shall conform to the PD Land Use Plan dated "April 16, 2008" and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, ordinance and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities or intensities, the County is not under any obligation to grant any waivers

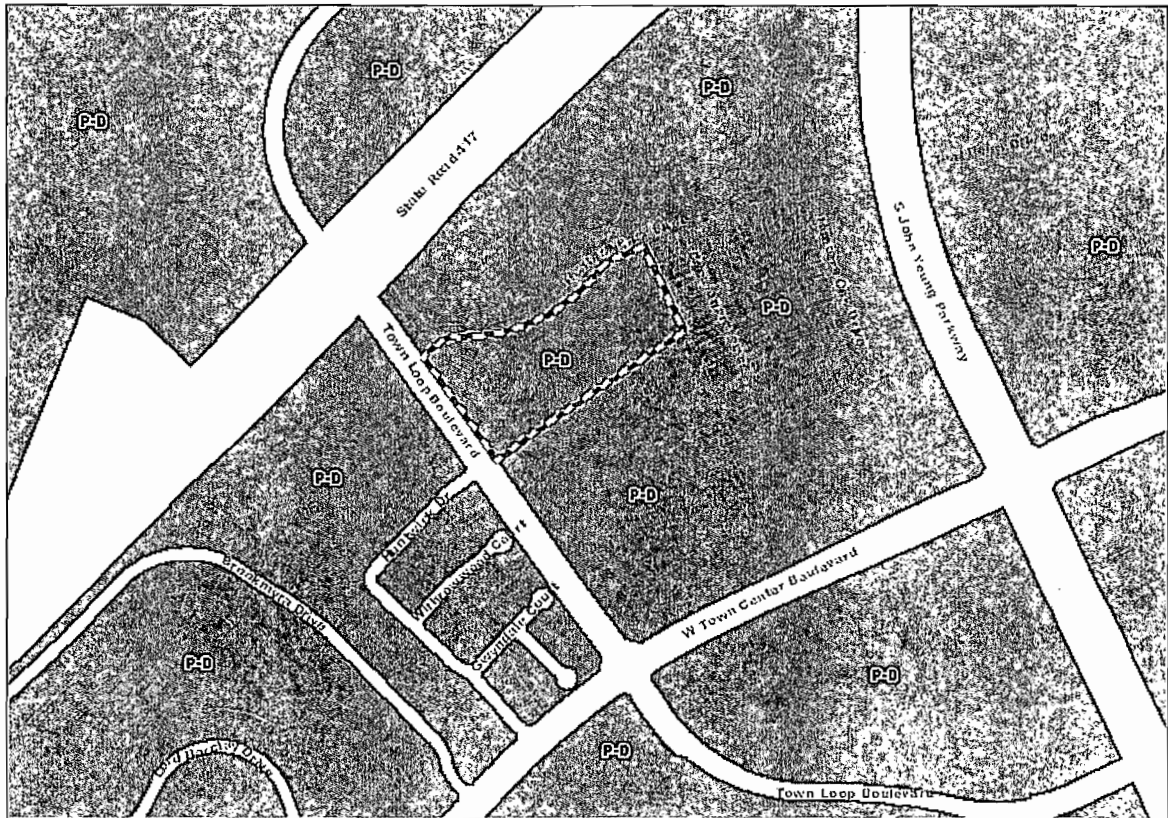
or modifications to enable the developer to achieve or obtain those desired uses, densities or intensities. In the event of a conflict or inconsistency between a condition of approval of this zoning and the land use plan dated "April 16, 2008," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
3. The following waivers from Orange County Code Sections 38-1258 and 38-1477 are granted to address multi-family residential building setbacks, height, buffering/screening and parking standards for PD Tract 300 – Lot 2 only:
  - a. A waiver from Section 38-1258(b) to allow all multi-family buildings located within one hundred thirty-five (135) feet of single-family zoned property to be four (4) stories in height (not to exceed 55 feet), in lieu of three (3) stories and 40' to be located 150' from single-family property;
  - b. A waiver from Section 38-1258(c) to allow a maximum height of fifty-five (55) feet for all multi-family buildings, in lieu of a maximum building height of forty (40) feet;
  - c. A waiver from Section 38-1258(f) to eliminate the requirement to construct a six (6) foot masonry wall whenever a multi-family development is located adjacent to single-family zoned property; and
  - d. A waiver from Section 38-1477 to allow thirty-three (33) parking spaces to be located on Hunter's Park Lane, a private right-of-way, subject to HOA approval, in lieu of all required parking spaces to be located on the same lot.
4. Additional access to Hunter Park Lane on the NE corner on lot 2 shall obtain approval from the Master HOA to access the private road.
5. All previous applicable BCC Condition of Approval shall apply: November 22, 1983, April 23, 1990, February 12, 1991, December 8, 1992, May 21, 1996, August 26, 1997, May 13, 2003, July 29, 2008, and February 17, 2009.

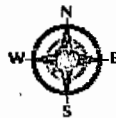
**PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION** *(February 17, 2009)*

Upon a motion by Commissioner Boyd and seconded by Commissioner Fernandez, with all members voting "AYE", the Board made a finding of consistency with the Comprehensive Policy Plan; and further, approved the substantial change request by Mike Burkhead, TBCOM Properties, LLC, Hunter's Creek Planned Development (PD) Land Use Plan (LUP), to add a one-hundred forty (140) foot camouflaged telecommunications tower, subject to conditions.

## ZONING MAP



Subject Property



Subject Property

Request: Substantial Change

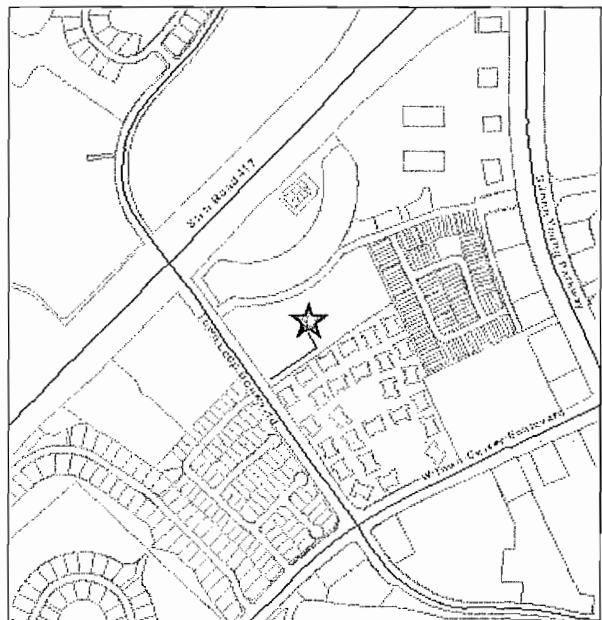
Applicant: David Lowe

District: # 1

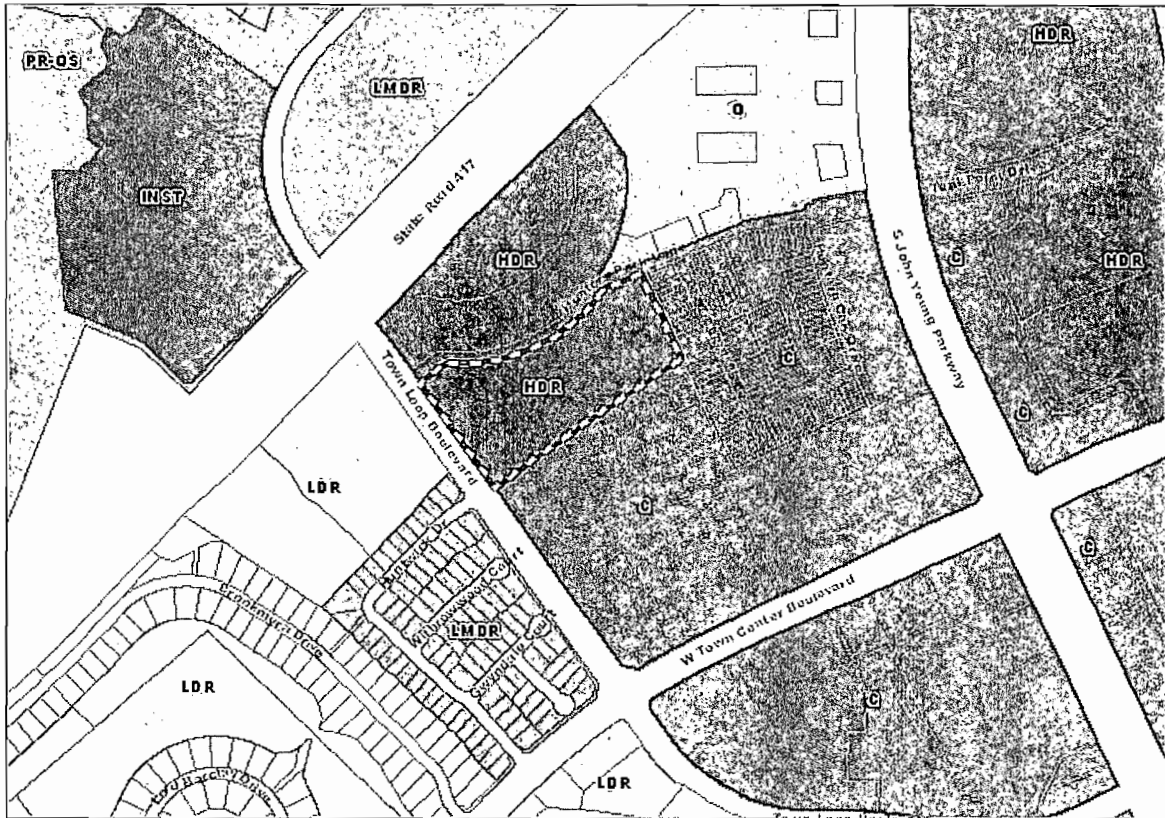
S/T/R: 29/24/29

Tract Size: 9.86 Acres

1:8,000



## FUTURE LAND USE MAP



**Subject Property**



**Subject Property**

Request: Substantial Change

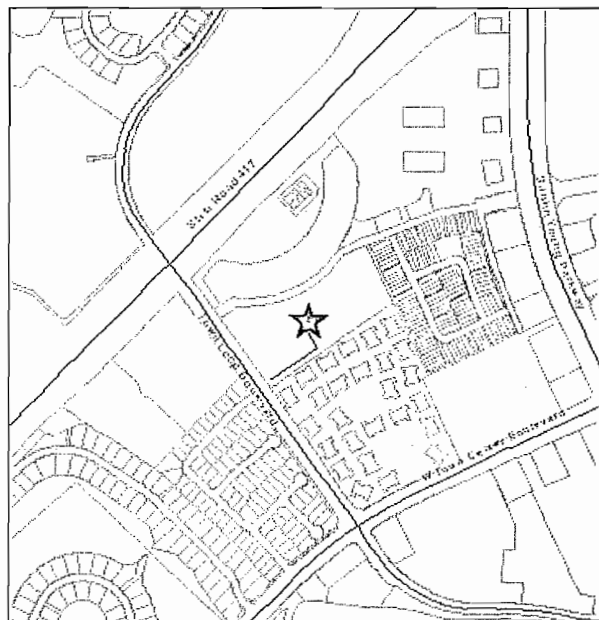
Applicant: David Lowe

District: # 1

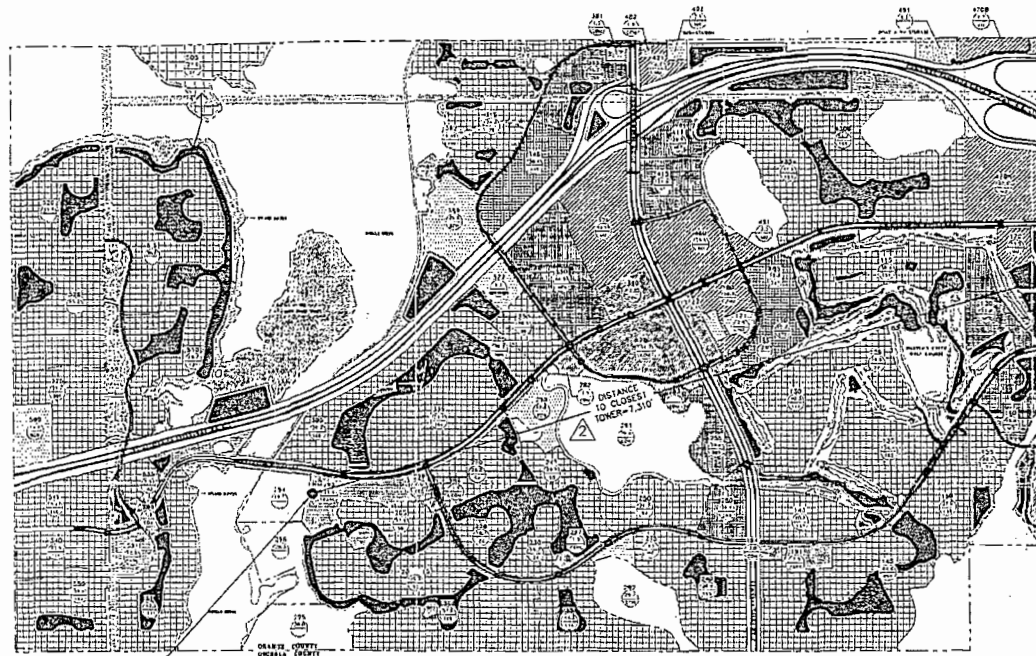
S/I/T/R: 29/24/29

Tract Size: 9.86 Acres

1:8,000



# Hunter's Creek PD/LUP



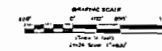
## LEGEND

- BOAT & RV STORAGE
- SINGLE FAMILY 1-3 DU/AC
- SINGLE FAMILY 3-5 DU/AC
- MULTI-FAMILY 1 8-10 DU/AC
- MULTI-FAMILY 2 10-24 DU/AC
- MIXED USE
- PARK/RECREATION
- CAMP/CONVENT/OPEN SPACE
- LAKE
- INSTITUTIONAL
- CONSERVATION AREA
- COMMERCIAL
- COKE PATH
- TELECOMMUNICATIONS FACILITY

- COMMUNICATIONS TOWER 140' FLAGPOLE
- HOTEL TOWER SHALL COMPLY WITH GROUND COUNTY SIGN CODE SECTION 35-1427

## 2008 AMENDED LAND USE PLAN

PREPARED BY: FORESITE GROUP, INC.  
 BASED ON LAND USE PLAN PREPARED BY: FORESITE GROUP, INC. 11/2007. PUBLIC MEETING LAND USE PLAN PREPARED BY: FORESITE GROUP TO SHOW TELECOMMUNICATIONS FACILITY.  
 PREPARED BY: FORESITE GROUP, INC. 11/2008. PUBLIC MEETING LAND USE PLAN PREPARED BY: FORESITE GROUP TO SHOW TELECOMMUNICATIONS FACILITY.



DEVELOPMENT ENG. MANAGER

## APPROVED PLAN

DATE: 9/12/11  
 BY: [Signature]

RECEIVED  
 10/11/11  
 PUBLIC WORKS  
 DRC OFFICE

Report  
 Division  
 7, 2012



**PUBLIC WORKS DEPARTMENT  
PUBLIC HEARING REPORTS  
NOVEMBER 27, 2012**

**BOGGY CREEK ENCLAVE PLANNED DEVELOPMENT – BOGGY CREEK ENCLAVE  
PRELIMINARY SUBDIVISION PLAN - DISTRICT 4**

The Development Review Committee reviewed the Boggy Creek Enclave Planned Development / Boggy Creek Enclave Preliminary Subdivision Plan on August 22, 2012. Staff recommends approval. Report attached.



Interoffice Memorandum

DATE: November 27, 2012

TO: Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners (BCC)

FROM: John Smogor, Planning Administrator  
Development Review Committee (DRC) Chairman

PLAN NUMBER: PSP-11-10-232

SUBJECT: **BOGGY CREEK ENCLAVE PLANNED DEVELOPMENT / BOGGY CREEK ENCLAVE PRELIMINARY SUBDIVISION PLAN**

COMMISSION DISTRICT: 4

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of August 22, 2012, to approve the Boggy Creek Enclave Planned Development / Boggy Creek Enclave Preliminary Subdivision Plan to construct 336 single-family units with a minimum living area of 1,500 square feet under heat and air on a total of 134.26 acres.

The standard of review for this public hearing is in compliance with the Orange County Subdivision Regulations. A file labeled "BCC Agenda Backup" containing a copy of this agenda item and all supporting documentation, including an 11" x 17" plan, is in the top drawer of the BCC file cabinet in the supply room adjacent to District 4 Commissioner's office. A full size set (24" x 36") plan will be available upon request in the Planning Division Office and / or the DRC Office.

The application for this request is subject to the requirements of Ordinance 2008-14, which mandates the disclosure of expenditures related to the presentation of items or lobbying of items before the BCC. A copy of these disclosure forms is available upon request.



Interoffice Memorandum

DATE: November 27, 2012

TO: Mayor Teresa Jacobs  
-AND  
Board of County Commissioners (BCC)

FROM: John Smogor, Planning Administrator  
Development Review Committee (DRC) Chairman

PLAN NUMBER: PSP-11-10-232

SUBJECT: **BOGGY CREEK ENCLAVE PLANNED DEVELOPMENT / BOGGY  
CREEK ENCLAVE PRELIMINARY SUBDIVISION PLAN**

COMMISSION DISTRICT: 4

1. REQUEST

This public hearing is to consider a recommendation from the Development Review Committee's (DRC) meeting of August 22, 2012 to approve the Boggy Creek Enclave Planned Development / Boggy Creek Enclave Preliminary Subdivision Plan to construct 336 single-family units with a minimum living area of 1,500 square feet under heat and air on a total of 134.26 acres.

2. PROJECT ANALYSIS

A. Location:	WEST OF BOGGY CREEK ROAD, SOUTH OF SR 417
B. Parcel ID:	33-24-30-0000-00-005
C. Total Acres:	134.26
D. Water Supply:	ORANGE COUNTY
E. Sewer System:	ORANGE COUNTY
F. Schools:	WYNDHAM LAKES ES CAP 828 ENR 1089 SOUTH CREEK MS CAP 1125 ENR 978 CYPRESS CREEK HS CAP 2091 ENR 3187
G. School Pop:	145
H. Parks:	MEADOW WOODS PARK - 3.1 MILES
I. Proposed Uses:	336 SINGLE-FAMILY
J. Site Data:	MAX BLDG HT: 35' (2-STORIES) MIN LIVING AREA: 1,500 SQUARE FEET MIN BLDG SETBACKS: 20' FRONT 5' SIDE 15' SIDE STREET 20' REAR
K. Fire Station:	55 - 801 GREENWAY PROFESSIONAL COURT

3. COMPREHENSIVE PLAN

This project has a Future Land Use designation of Planned Development - Low Density Residential / Low Medium Density Residential / Commercial (PD-LDR/LMDR/C). This project is therefore consistent with the CP.

**BOGGY CREEK ENCLAVE PLANNED DEVELOPMENT / BOGGY CREEK ENCLAVE  
PRELIMINARY SUBDIVISION PLAN**

4. ZONING:

PD

5. REQUESTED ACTION:

1. Development shall conform to the Boggy Creek Enclave Planned Development; Orange County Board of County Commissioners (BCC) approvals; Boggy Creek Enclave Preliminary Subdivision Plan dated "Received June 25, 2012," and to the following conditions of approval. Development based upon this approval shall comply with all applicable federal, state and county laws, ordinances and regulations, which are incorporated herein by reference, except to the extent any applicable county laws, ordinances and regulations are expressly waived or modified by these conditions, or by action approved by the BCC, or by action of the BCC. In the event of a conflict or inconsistency between a condition of approval of this preliminary subdivision plan and the actual preliminary subdivision plan dated "Received June 25, 2012," the condition of approval shall control to the extent of such conflict or inconsistency.

2. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.

3. Prior to construction plan approval, a master stormwater management plan including a drainage study to establish the 100-year flood elevation shall be submitted to the Development Engineering Division for review and approval.

4. The stormwater management system shall be designed to retain the 100-year/24-hour storm event onsite, unless documentation with supporting calculations is submitted, which demonstrates that a positive outfall is available. If the applicant can show the existence of a positive outfall for the subject basin, then the developer shall comply with all applicable state and local stormwater requirements and regulations. An emergency high water relief outfall shall be provided to assure overflow does not cause flooding of surrounding areas.

5. Roads and drainage system, including the retention pond, will be owned and maintained by Orange County with an MSBU established for stormwater system functionality. Routine maintenance, including mowing above and beyond the frequency provided by the County, shall be the responsibility of the Home Owners' Association.

**BOGGY CREEK ENCLAVE PLANNED DEVELOPMENT / BOGGY CREEK ENCLAVE  
PRELIMINARY SUBDIVISION PLAN**

6. A Municipal Service Benefit Unit (MSBU) shall be established for the standard operation and maintenance of street lighting inventory including leasing, fuel and energy costs for this project. Street lighting fixtures, poles, and luminaries used in this project shall be selected from the approved inventory list supplied by the Orange County Comptroller. Street lighting fixtures, poles, and luminaries used in this project shall be supplied and installed by the utility company that services the area of the project, as authorized by law or agreement, and thereafter maintains the street lighting inventory. The developer shall obtain approval of the street lighting fixtures, poles, and luminaries from the Orange County Comptroller Special Assessments Section via a Letter of Commitment prior to the installation of the street lighting fixtures, poles, and luminaries and prior to the plat being recorded by Orange County Comptroller Official Records Department. All installation costs and street lighting operational costs prior to the effective date of the MSBU approval by the Orange County Board of County Commissioners shall be the sole responsibility of the developer.
7. Prior to issuance of the Certificate of Completion for this project, any offsite roadway, drainage and utility improvements deemed necessary in the Preliminary Subdivision Plan must be substantially complete.
8. The applicant must apply for and obtain a capacity encumbrance letter prior to construction plan submittal and must apply for and obtain a capacity reservation certificate prior to platting. However, nothing in this condition and nothing in the decision to approve this preliminary subdivision plan shall be construed to mean that the applicant will be able to satisfy the requirements for obtaining a capacity encumbrance letter or a capacity reservation certificate.
9. At the time of platting, documentation shall be provided from Orange County Public Schools that this project is in compliance with the Capacity Enhancement Agreement. Unless the property is vested and/or exempt, the applicant shall be subject to school concurrency and required to go through the review process prior to platting.
10. Unless a Conservation Area Impact (CAI) permit is approved by Orange County consistent with Chapter 15 prior to Construction Plan approval, no conservation area or buffer encroachments shall be permitted.
11. Prior to earthwork or construction, the developer shall provide a copy of the completed National Pollutant Discharge Elimination System (NPDES) Notice of Intent (NOI) form for stormwater discharge from construction activities to the Orange County Environmental Protection Division, NPDES Administrator. The original NOI form shall be sent to the Florida Department of Environmental Protection.
12. The site shall be stabilized following grubbing, clearing, earth work or mass grading to establish a dense stand of grass, or shall incorporate other approved Best Management Practices, on all disturbed areas if development does not begin within 7 days. Final stabilization shall achieve a minimum of 70% coverage of the disturbed land area and shall include a maintenance program to ensure minimum coverage survival and overall site stabilization until site development. Prior to clearing or grubbing, approval of mass grading or construction plans, a letter of credit or cash escrow shall be submitted to the County to guarantee the required site stabilization and maintenance of all disturbed areas. The County Engineer shall establish the amount of the letter of credit.

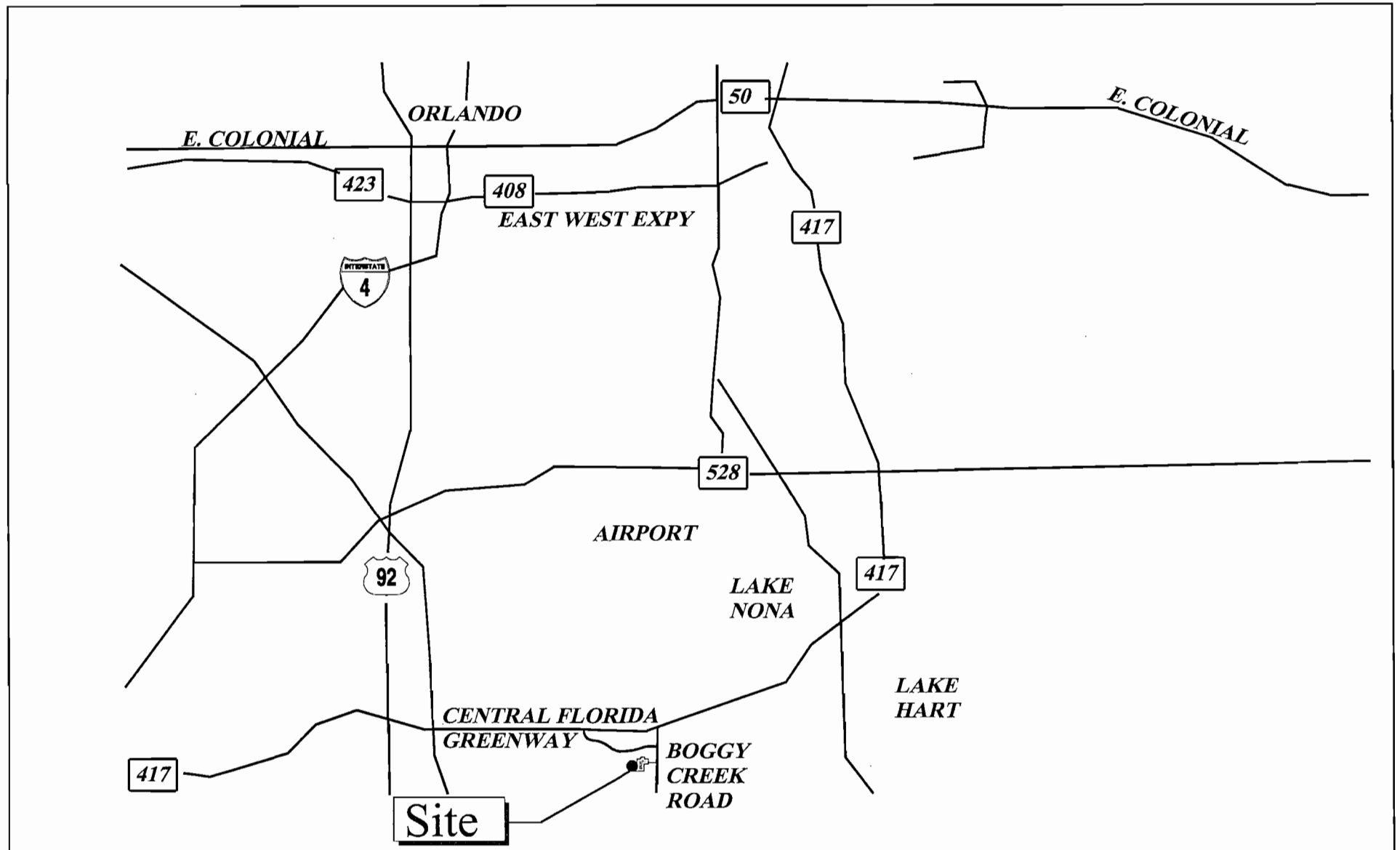
**BOGGY CREEK ENCLAVE PLANNED DEVELOPMENT / BOGGY CREEK ENCLAVE  
PRELIMINARY SUBDIVISION PLAN**

13. A Master Utility Plan and connection points shall be approved prior to Construction Plan approval.

14. This property lies within Airport Noise Land Use Control Zone "E" as defined in Section 9-603. A waiver of claim is required at platting.

15. Right-of-way along Boggy Creek Road shall be dedicated at no cost to the County with the plat or via separate instrument. Such dedication shall occur prior to December 31, 2013.

16. As soon as practicable after the issuance of the Certificate of Completion for the Stonewyck Street Extension improvements and prior to issuance of any vertical building permits, the right-of-way for Stonewyck Street Extension shall be conveyed to the County at no cost to the County.



0 5 miles

**Vanasse Hangen Brustlin, Inc.**

Fig 1 10-05-12

Boggy Creek Enclave-PD/ PSP

Location Map

## SITE DATUM

### GENERAL INFORMATION

Location: West of Boggy Creek Road, North of County Line  
Existing Land Use: Vacant  
Proposed Land Use: Single Family Detached  
Future Land Use: PD-LDR/LMDR  
Current Zoning: PD (Planned Development)  
Proposed Phasing: One (1) Phase

### ACREAGE

Gross Acreage: ± 134.26 acres  
Existing Wetlands: ± 8.15 acres  
Proposed Pond Area: ± 39.28 acres  
Net Developable Area: ± 86.88 acres

### PROPOSED LAND USES

Proposed Residential Units: 336 DU  
Gross Acreage: ± 134.26 acres  
Gross Residential Density: ± 2.5 Du/Ac  
Net Developable Acreage: ± 86.88 acres  
Net Residential Density: ± 3.87 Du/Ac  
Type of Residential: Single-Family, Detached

### DEVELOPMENT PROGRAM

Parcel	Proposed Land Use	Acres (±)	Density	Expected Unit Yield
1	Single-Family, Detached	86.88	3.87 DU/Acre	336

### DEVELOPMENT STANDARDS

Specific dimensional standards are proposed as follows:

<b><u>LOT STANDARDS</u></b>	<b>Single-Family, Detached</b>
Maximum Building Height	35-ft.
Minimum Lot Size	6,000-s.f.
Minimum Lot Width	50-ft.
Minimum Living Area	1,500 SF
Building Setbacks	
Front	20-ft.
Side	5-ft.
Street Side	15-ft.
Rear	20-ft.
Between Buildings	----
Accessory Building Setbacks	Per Zoning Code Section 38-79(114)
Pool Setbacks	Per Zoning Code Section 38-79



Wetland Setback	Per Zoning Chapter 15, Article X	Per Zoning Chapter 15, Article X	Per Zoning Chapter 15, Article X
<b><u>PD STANDARDS</u></b>			
PD Perimeter Setback	25-ft.		
Boggy Creek Setback	50-ft. (from Normal High Water Elevation)		
Ward Road Extension	30-ft.		

## OPEN SPACE, RECREATION AREAS, LANDSCAPED BUFFERS & GREENWAYS

CAD Number:	06-222
Open Space Acreage Required:	13.43 acres (or 10%)
Provided:	
Category A:	14.53 acres
Category B:	21.5 acres
Category C:	4.07 acres (16.5%) – Wetlands
TOTAL:	40.10 acres (29%)
Landscaped Buffer Width:	25 feet
Greenways:	Internal greenways will be provided within the project in the form of pedestrian facilities and will be located adjacent to internal roadways and connect to off-site sidewalk facilities
Recreation Areas (Required):	Facilities shall include active and passive recreation. A total of 2.6 acres shall be provided per Sec. 38-1253
Recreation Areas (Provided):	5.72 acres of active and passive recreation
Lighting	All site lighting will be dark sky and complies with Section XVI of the Orange County Land Development Code.

## SCHOOL IMPACTS

Capacity Enhancement:	The project has a Capacity Enhancement Agreement from Orange County Public Schools
School Population:	(336 X .431)= 145 Total

## TRAFFIC

Future Land Use	Land Use	Size	ITE Code	AADT		PM Peak	
				Trip Rate	Trips	Trip Rate	Trips
PD-LDR/LMDR	SINGLE-FAMILY DETACHED	336 DU	210	9.57	3,216	1.02	343
<b>TOTAL</b>					<b>3,216</b>		<b>343</b>

## PARKING

Required:	672 spaces
Provided:	672 spaces (All lots will have a minimum driveway length of 20-ft which will provide for the required parking per unit. Each unit will have a two car garage) Guest parking is assumed to be provided on street (50' wide min. lots on 24' asphalt roads with Type "F" curb).

## UTILITIES & SERVICES

Water Provision:	Orange County
Sanitary Sewer Provision:	Orange County
Electric:	Progress Energy
Fire Protection:	Orange County
Storm Water Management:	The project will be permitted to Orange County and South Florida Water Management District standards prior to construction plan approval
Reclaimed Water:	Orange County

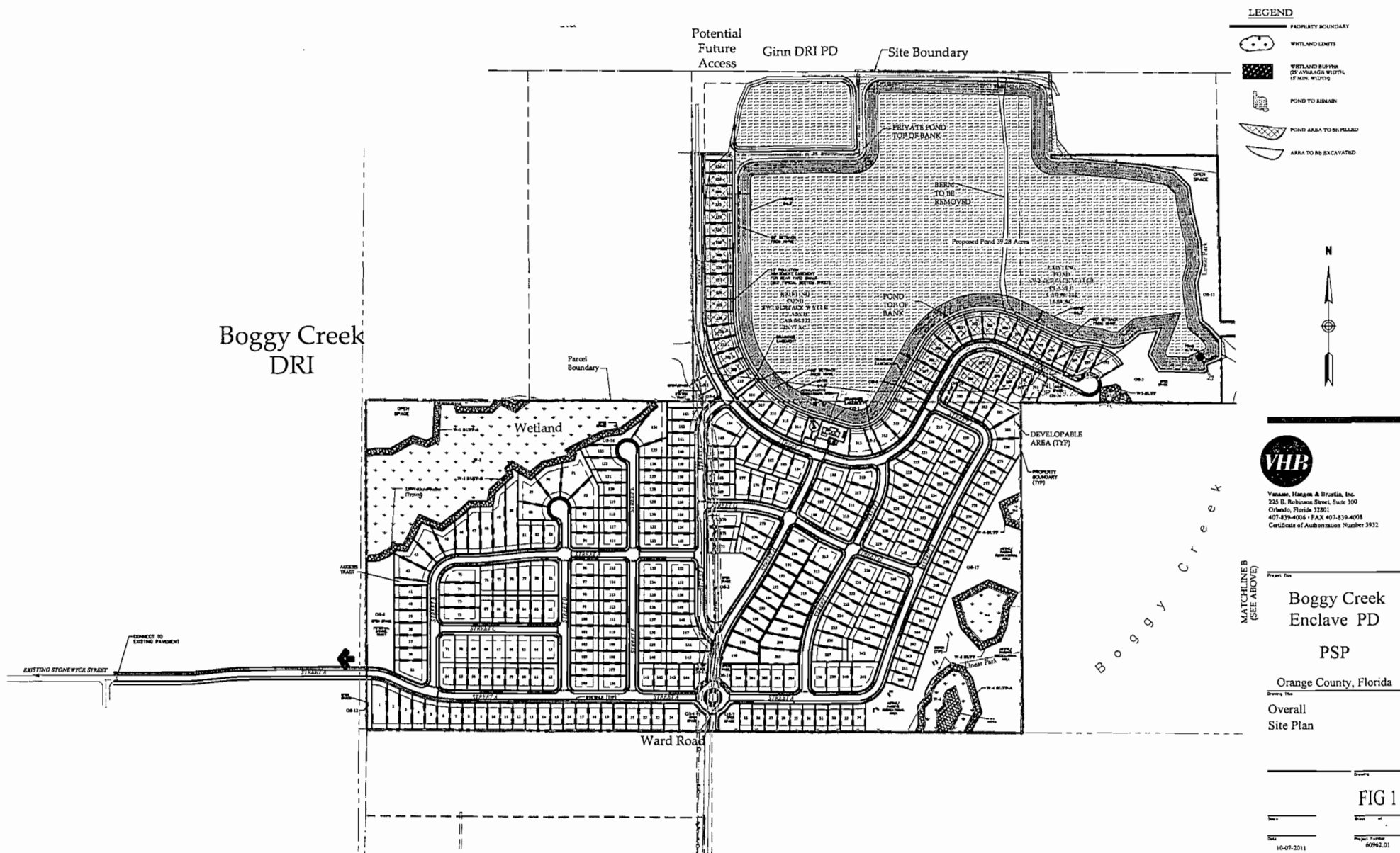
## **OWNERSHIP/MAINTENANCE**

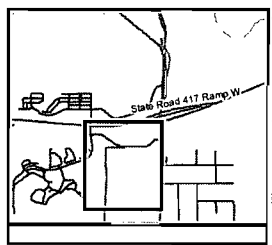
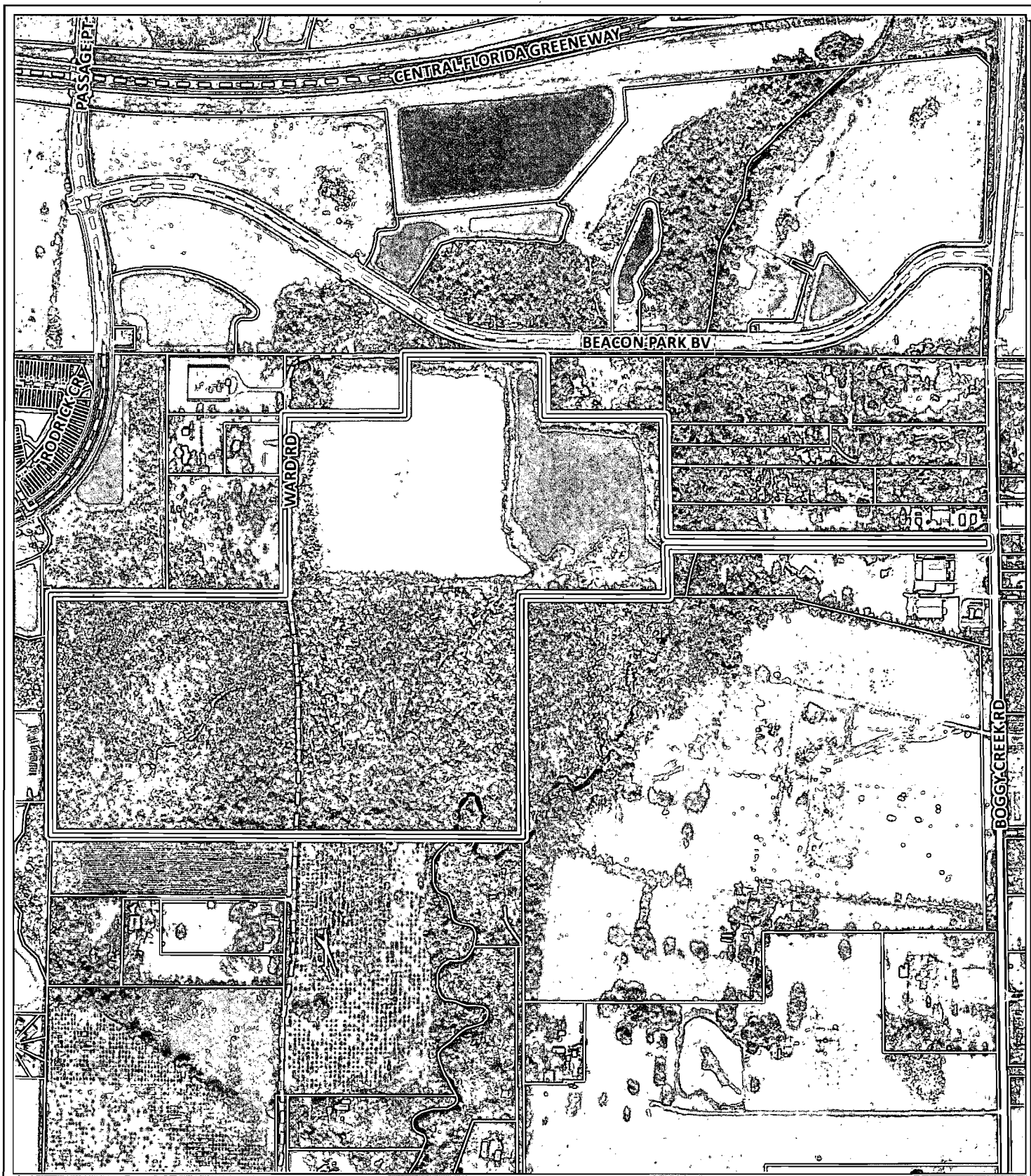
ROADWAYS	PUBLIC: TO BE OWNED AND MAINTAINED BY ORANGE COUNTY
STORMWATER TRACT	PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION
DRAINAGE EASEMENTS	PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION
SANITARY SEWER, RECLAIMED WATER & POTABLE WATER SYSTEM	PUBLIC: TO BE OWNED AND MAINTAINED BY ORANGE COUNTY UTILITIES
OPEN SPACE	PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION
NATURAL VEGETATED BUFFER TRACT	PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION WITH DEVELOPMENT RIGHTS DEDICATED TO ORANGE COUNTY
WETLAND/CONSERVATION TRACT	PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION WITH DEVELOPMENT RIGHTS DEDICATED TO ORANGE COUNTY
LANDSCAPE/WALL EASEMENTS	PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION
RECREATION TRACT	PRIVATE: TO BE OWNED AND MAINTAINED BY HOMEOWNER'S ASSOCIATION

## **NOTES**

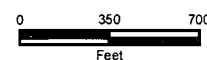
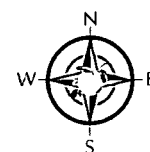
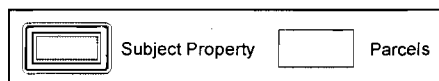
1. PROPOSED SIGNAGE SHALL COMPLY WITH CH. 31.5. BILLBOARDS AND POLE SITES SHALL BE PROHIBITED.
2. RECREATION AREAS SHALL BE PROVIDED CONSISTENT WITH SEC. 38-1253 (2.5 ACRES TO BE REQUIRED PER PROJECTED 1,000 POP)
3. DEVELOPMENT SHALL CONFORM TO APPLICABLE REQUIREMENTS OF CHAPTER 38, ARTICLE VIII, P-D PLANNED DEVELOPMENT DISTRICT AND CHAPTER 34, SUBDIVISION REGULATIONS
4. STORM MANAGEMENET SYSTEM WILL BE DESIGNED TO COMPLY WITH THE ORANGE COUNTY SUBDIVISION REGULATIONS AND THE WATER MANAGEMENT DISTRICT

5. THIS PROJECT WILL UTILIZE RECLAIM WATER FOR IRRIGATION
6. DURING CONSTRUCTION, WHEN COMBUSTIBLES ARE BROUGHT ONTO THE SITE, ACCESS ROADS AND SUITABLE TEMPORARY OR PERMANENT SUPPLY OF WATER ACCEPTABLE TO THE FIRE DEPARTMENT SHALL BE PROVIDED AND MAINTAINED.
7. ALL EXISTING STRUCTURES SHALL BE DEMOLISHED PRIOR TO NEW CONSTRUCTION
8. PERIMETER BUFFERS SHALL INCLUDE ONE (1) SHADE TREE FOR EACH FORTY (40) LINEAL FEET OR FRACTION THEREOF. THESE SHADE TREES ARE TO BE A MINIMUM OF TWELVE (12) FEET HIGH, WITH A MINIMUM CALIPER OF THREE AND ONE-HALF (3-1/2) INCHES. THE BUFFER YARD MAY BE PLACED ON PRIVATE PROPERTY WITHIN A LANDSCAPE BUFFER EASEMENT DEDICATED TO THE HOME OWNER'S ASSOCIATION
9. THE LANDSCAPE BUFFER EASEMENT MAY BE WITHIN PRIVATELY OWNED LOTS
10. THE HOMEOWNERS ASSOCIATION WILL MAINTAIN THE PARKS AND RECREATIONAL AREAS WITHIN THE DEVELOPMENT
11. ORANGE COUNTY AND OR APPLICABLE JURISDICTIONAL AGENCY PERMITS WILL BE REQUIRED PRIOR TO ANY PROPOSED WETLAND IMPACTS
12. THREE PARKING SPACES SHALL BE PROVIDED FOR THE ACTIVE RECREATION AREA.
13. APPROVAL OF THIS PLAN DOES NOT CONSTITUTE APPROVAL FOR THE CONSTRUCTION OF A BOAT DOCK. ANY PERSON DESIRING TO CONSTRUCT A BOAT DOCK WITHIN UNINCORPORATED ORANGE COUNTY (INCLUDING, BUT NOT LIMITED TO, BOARDWALKS OR OBSERVATION PIERS) SHALL FIRST APPLY FOR A PERMIT PRIOR TO INSTALLATION. "APPLICATION SHALL BE MADE TO THE ORANGE COUNTY ENVIRONMENTAL PROTECTION DIVISION. CALL 407-836-1400. REFERENCE ORANGE COUNTY CODE 15-341 (EPD)





**Boggy Creek Enclave Planned Development**  
**Boggy Creek Enclave**  
**Preliminary Subdivision Plan**



1 in = 700 ft



## Interoffice Memorandum

November 15, 2012

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

FROM: Jon V. Weiss, P.E., Director *JW.*  
Community, Environmental and Development  
Services Department

CONTACT PERSON: **John Smogor / Chairman**  
**Development Review Committee**  
**Planning Division**  
**(407) 836-5616**

SUBJECT: November 27, 2012 – Public Hearing  
Bob Ziegenfuss, Z Development Services  
Case #CDR-12-10-209  
Waterford Commons Planned Development / Land Use Plan  
(PD/LUP) Amendment (*Substantial Change*) - District 1

The Waterford Commons Planned Development (PD) is generally located south/southeast of the International Drive and Vineland Ave intersection. The overall PD contains three (3) parcels and approximately 2.98 gross acres. The PD was initially approved by the Board of County Commissioners on June 30, 1998 and has an existing development program consisting of 29,800 square feet of Tourist Commercial uses.

Through this request, the applicant is seeking the following three (3) waivers from Orange County Code Section 38-1287, which are necessary to address property line setbacks from existing structures and paving.

- 1) *A waiver from Section 38-1287(2) to reduce the minimum side building setback from the east property line (for the existing convenience store only) to five (5) feet, in lieu of a minimum side building setback of thirty (30) feet.*
- 2) *A waiver from Section 38-1287(2) to reduce the minimum side building setback from the west property line (for the existing temporary Helipad sales office only) to five (5) feet, in lieu of a minimum side building setback of thirty (30) feet.*

- 3) *A waiver from Section 38-1287(4) to reduce the minimum paving setback from the east property line (for the existing convenience store parking area only) to zero (0) feet, in lieu of a minimum paving setback of seven and one-half (7.5) feet.*

A community meeting was not required by the Development Review Committee (DRC).

Finally, the Specific Project Expenditure Report and Relationship Disclosure Form have been completed in accordance with the requirements of Ordinance 2008-14, and copies of these and the PD/LUP may be found in the Blue Folder for public hearings and in the Planning Division for further reference.

**ACTION REQUESTED:** Make a finding of consistency with the Comprehensive Plan (CP) and approve the substantial change to the Waterford Commons Planned Development / Land Use Plan (PD/LUP) dated "Received October 4, 2012", subject to the recommended Development Review Committee (DRC) conditions listed in the Staff Report. District 1

Attachments

**CASE # CDR-12-10-209**

Commission District: # 1

**GENERAL INFORMATION**

<b>APPLICANT</b>	Bob Ziegenfuss, Z Development Services
<b>OWNERS</b>	Violette-Carnes Land Holdings, LLC; E C Parkway Developments, LLC; and 7-Eleven, Inc.
<b>PROJECT NAME</b>	Waterford Commons Planned Development / Land Use Plan (PD/LUP) Amendment ( <i>Substantial Change</i> )
<b>HEARING TYPE</b>	Board of County Commissioners (BCC) Public Hearing
<b>REQUEST</b>	<p>To grant the following three (3) waivers from Orange County Code Section 38-1287, which are necessary to address property line setbacks from existing structures and paving:</p> <ol style="list-style-type: none"><li>1) <i>A waiver from Section 38-1287(2) to reduce the minimum side building setback from the east property line (for the existing convenience store only) to five (5) feet, in lieu of a minimum side building setback of thirty (30) feet;</i></li><li>2) <i>A waiver from Section 38-1287(2) to reduce the minimum side building setback from the west property line (for the existing temporary Helipad sales office only) to five (5) feet, in lieu of a minimum side building setback of thirty (30) feet; and</i></li><li>3) <i>A waiver from Section 38-1287(4) to reduce the minimum paving setback from the east property line (for the existing convenience store parking area only) to zero (0) feet, in lieu of a minimum paving setback of seven and one-half (7.5) feet.</i></li></ol>
<b>LOCATION</b>	12625, 12651 and 12655 International Drive South; generally described as south/southeast of International Drive and Vineland Avenue intersection
<b>PARCEL ID NUMBERS</b>	23-24-28-0000-00-014; 23-24-28-0000-00-017 and 23-24-28-0000-00-018



**PUBLIC NOTIFICATION**      The notification area for this public hearing was 1,500 feet [Chapter 30-40(c)(3a) of the Orange County Code requires 300 feet]. Two hundred seventy (270) notices were mailed to surrounding property owners.

A community meeting was not required for the application.

**TRACT SIZE**                      ~2.98 Acres

## **IMPACT ANALYSIS**

### **Land Use Compatibility**

The proposed amendment only addresses waivers from the applicable building setback requirements outlined in Orange County Code Section 38-1287. The request does not affect existing development entitlements; therefore, no adverse impacts or compatibility issues are anticipated.

### **Comprehensive Plan Consistency**

The underlying Future Land Use Map (FLUM) designation of the subject property is Activity Center Mixed Use (ACMU). The amendment appears to be consistent with the FLUM designation and all applicable Goals, Objectives and Policies in the Comprehensive Plan.

### **Transportation / Concurrency**

The request does not affect existing development entitlements and would not result in any transportation/concurrency issues.

## **STAFF RECOMMENDATION**

### **DRC RECOMMENDATION (October 10, 2012)**

**Make a finding of consistency with the Comprehensive Plan and approve the substantial change to the Waterford Commons Planned Development / Land Use Plan (PD/LUP), subject to the following condition(s):**

1. Development shall conform to the PD Land Use Plan dated " October 4, 2012" and shall comply with all applicable federal, state and county laws, ordinances and regulations, except to the extent that any applicable county laws, ordinances or regulations are expressly waived or modified by any of these conditions. Accordingly, the PD may be developed in accordance with the uses, densities and intensities described in such Land Use Plan, subject to those uses, densities and intensities conforming with the restrictions and requirements found in the conditions of approval and complying with all applicable federal, state and county laws, ordinance and regulations, except to the extent that any applicable county laws, ordinances or regulations are

expressly waived or modified by any of these conditions. If the development is unable to achieve or obtain desired uses, densities or intensities, the County is not under any obligation to grant any waivers or modifications to enable the developer to achieve or obtain those desired uses, densities or intensities. In the event of a conflict or inconsistency between a condition of approval of this zoning and the land use plan dated "October 4, 2012", the condition of approval shall control to the extent of such conflict or inconsistency.

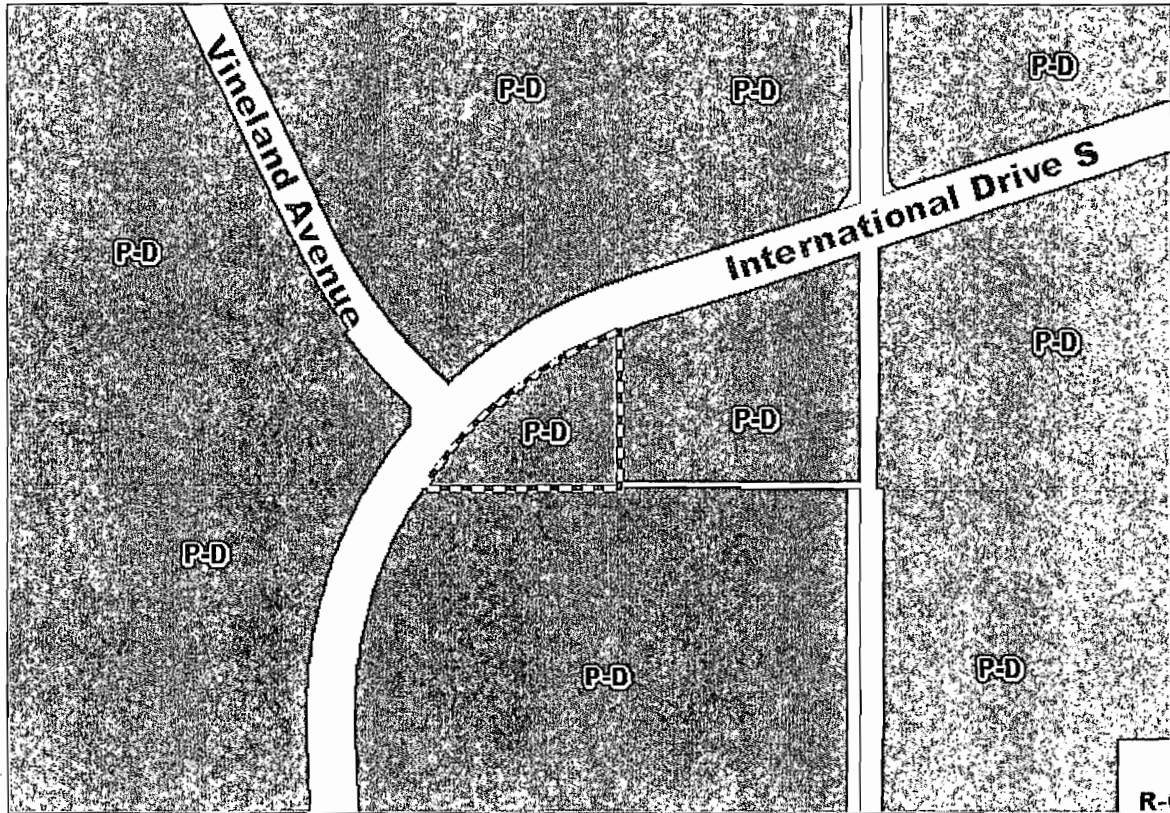
2. A waiver from Section 38-1287(2) to reduce the minimum side building setback from the east property line (for the existing convenience store only) to five (5) feet, in lieu of a minimum side building setback of thirty (30) feet
3. A waiver from Section 38-1287(2) to reduce the minimum side building setback from the west property line (for the Helipad sales office only) to five (5) feet, in lieu of a minimum side building setback of thirty (30) feet.
4. A waiver from Section 38-1287(4) to reduce the minimum paving setback from the east property line (for the existing convenience store parking area only) to zero (0) feet, in lieu of a minimum paving setback of seven and one-half (7.5) feet.
5. All previous applicable BCC Conditions of Approval dated September 22, 2009 shall apply:
  - a. This project shall comply with, adhere to, and not deviate from or otherwise conflict with any verbal or written promise or representation made by the applicant (or authorized agent) to the Board of County Commissioners at the public hearing where this development was approved, where such promise or representation, whether oral or written, was relied upon by the Board in approving the development, could have reasonably been expected to have been relied upon by the Board in approving the development, or could have reasonably induced or otherwise influenced the Board to approve the development. For purposes of this condition, a "promise" or "representation" shall be deemed to have been made to the Board by the applicant (or authorized agent) if it was expressly made to the Board at a public hearing where the development was considered or approved.
  - b. This project shall enter into the Convention Center Hotel Agreement.
6. All previous applicable Conditions of Approval dated July 8, 2008, shall apply, as modified:
  - a. Federal Aviation Authority (FAA) approval shall be obtained prior to construction plan approval.
  - b. The helicopter shall be limited to five (5) passengers on the aircraft and piston-driven / turbine engine; to exceed that will trigger a substantial change and require another public hearing before the Board of County Commissioners.

- c. The Helipad shall be used only during daylight hours.
- 7. All previous applicable Conditions of Approval dated June 30, 1998, shall apply:
  - a. Billboards and pole signs shall be prohibited.
  - b. The following International Drive Strategic Plan Conditions shall apply:
    - 1) Permitted and prohibited uses shall be those specified in Policies 1.1.3 and 1.1.6 of the International Drive Activity Center Plan.
    - 2) If the housing linkage program is in place prior to development plan approval, the development of nonresidential development shall be conditioned upon the development of residential units within the area designated activity center residential on the future land use map.
    - 3) The development guidelines of the International Drive activity center shall apply to the subject property if they are established prior to development plan submittal.
    - 4) The property owner shall be required to participate in a Property Owners' Association upon its creation.
    - 5) Stormwater management facilities shall be designed as an aesthetic feature except where determined by the County Engineer to be technically unfeasible.
    - 6) Twenty (20')-foot wide pedestrian/landscape/utility easement plus a 15-foot wide transit easement shall be provided along International Drive for a total of 35-feet (with the transit easement in front) shall be included.
    - 7) The development plan shall provide for the interconnection of adjacent development either by cross access easement or public right-of-way. This shall include connection into and continuation of an area wide transportation plan for the International Drive activity Center.
    - 8) Electrical distribution lines shall be underground.
    - 9) Participation in a shuttle service connecting area attractions, major transportation centers, and on-site development shall be provided.

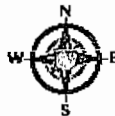
**PREVIOUS BOARD OF COUNTY COMMISSIONERS ACTION** *(September 22, 2009)*

Upon a motion by Commissioner Boyd and seconded by Commissioner Fernandez, with all members voting "AYE", the Board made a finding of consistency with the Comprehensive Policy Plan; and further, approved the substantial change request by Hugh Harling, Harling Locklin & Associates, Inc, to modify the Board of County Commission condition of approval #5 from the August 13, 2008 BCC meeting to allow the use of a five (5) passenger helicopter in lieu of a four (4) passenger helicopter and to allow the use of turbine engines in addition to the previously approved piston-driven engines; which constitutes a substantial change to the development on the described property (subject to conditions).

## ZONING MAP



Subject Property



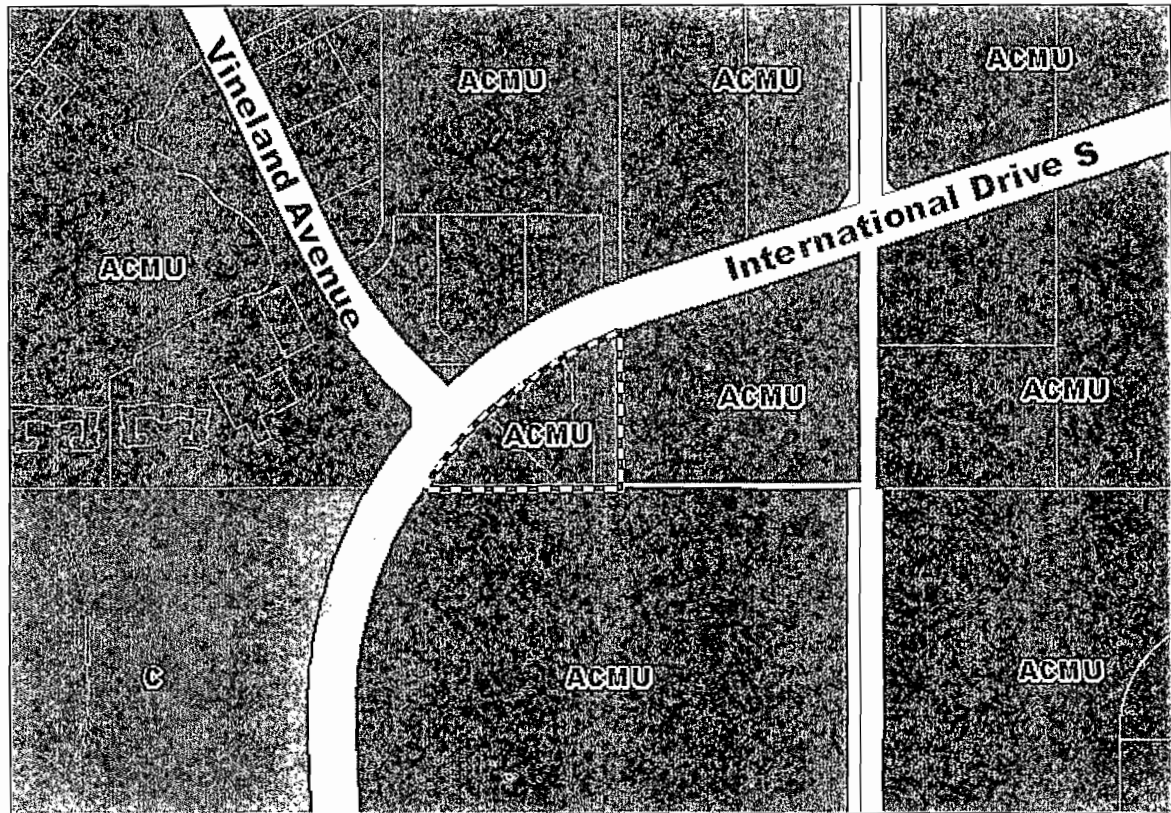
Subject Property

Request: Substantial Change  
Applicant: Bob Ziegenfuss  
District: # 1  
S/T/R: 23/24/28  
Tract Size: ~2.98 Acres

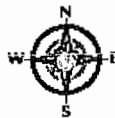
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## FUTURE LAND USE MAP



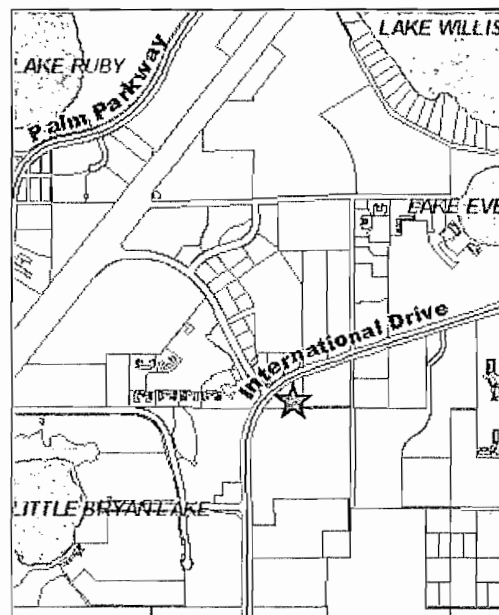
 Subject Property



 Subject Property

Request: Substantial Change  
Applicant: Bob Ziegenfuss  
District: # 1  
S/T/R: 23/24/28  
Tract Size: ~2.98 Acres

1:5,000



**DRC Staff Report**  
**Orange County Planning Division**  
**BCC Hearing Date: November 27, 2012**

**WATERFORD COMMONS PD/LUP**

<b>WATERFORD COMMONS PD/LUP</b>		<b>WATERFORD COMMONS PD/LUP</b>	
DATE: 11/15/12		DATE: 11/15/12	
DRAWN BY: CHENAO H		DATE: 11/15/12	
PROJECT NO: 2012-10		DATE: 11/15/12	
DATE: 11/15/12		DATE: 11/15/12	
DRAWN BY: CHENAO H		DATE: 11/15/12	
PROJECT NO: 2012-10		DATE: 11/15/12	
DATE: 11/15/12		DATE: 11/15/12	
DRAWN BY: CHENAO H		DATE: 11/15/12	
PROJECT NO: 2012-10		DATE: 11/15/12	

