



# 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, JUNE 19, 2012**

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

- Invocation – District 3
- 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 20**
2. Disposition of Tangible Personal Property as follows: **(Property Accounting) Page 20-21**
  - a. Trade in assets for an allowance towards the purchase of new equipment.
  - b. Donate assets valued at \$40 to Nuevo Sendero, Inc., in lieu of selling at fair market value

### **B. COUNTY ADMINISTRATOR**

1. Appointment of Augustina Peasah to the Pine Hills Local Government Neighborhood Improvement District Advisory Council as a Pine Hills Community Council representative with a term expiring June 30, 2015. **(Agenda Development Office) Page 22-23**

**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, JUNE 19, 2012**

**I. CONSENT AGENDA (Continued)**

**B. COUNTY ADMINISTRATOR (Continued)**

2. Approval and execution of the authorizing Resolution for the issuance of Multifamily Housing Revenue Bonds, to finance the acquisition and rehabilitation of Oasis Club Apartments, a proposed transaction in Orange County Florida, District #3 in an amount not to exceed \$12,200,000 of Mortgage Revenue Bonds. **(Housing Finance Authority) Page 24-52**
3. Approval and execution of the authorizing Resolution for the issuance of Multifamily Housing Revenue Bonds, to finance the acquisition and rehabilitation of Dovetail Villas Apartment Homes, a proposed transaction in Orange County Florida, District #3 in an amount not to exceed \$14,500,000 of Mortgage Revenue Bonds. **(Housing Finance Authority) Page 53-83**
4. Confirmation of the Mayor's staff reappointments for the 3rd Quarter (April - June) FY 2011-12: **(Human Resources Division) Page 84-87**
  - James W. Becker, Manager, Solid Waste, Utilities
  - Yolanda Suzette Brown, Manager, Fiscal Division, Family Services
  - Deodat Budhu, Manager, Roads & Drainage, Public Works
  - Grayling D. Forehand, Manager, Security & Transportation, Convention Center
  - Mitchell Glasser, Manager, Housing & Community Development, Community & Environmental Services
  - Mitchell Gordon, Manager, Zoning, Growth Management
  - Joseph C. Kunkel, Deputy Director, Public Works
  - Dil Luther, Manager, Animal Services, Community & Environmental Services
  - Julie R. Naditz, Manager, Highway Construction, Public Works
  - Renzo A. Nastasi, Manager, Transportation Planning, Growth Management
  - Robert C. Olin, Manager, Building Safety, Growth Management
  - Joel D. Prinsell, Deputy County Attorney, County Attorney
  - Teresa Remudo-Fries, Deputy Director, Utilities
  - Jaime Andres Salcedo, Manager, Utilities Development Engineering, Utilities
  - Jacqueline W. Torbert, Manager, Water Operations, Utilities
  - Steven Triggs, Manager, Communications, Office of Public Engagement & Citizen Advocacy
  - Tyra L. Witsell, Manager, Citizens Commission for Children, Family Services

**CONTINUED**



TUESDAY, JUNE 19, 2012

**I. CONSENT AGENDA (Continued)**

**B. COUNTY ADMINISTRATOR (Continued)**

5. Appointment of Albert John "Bert" Francis, II, CPA to the Audit Committee. **(Office of Management and Budget) Page 88**
6. Approval of budget amendments #12-46, #12-47, #12-48, and #12-49. **(Office of Management and Budget) Page 89-94**
7. Approval of budget transfer #12-1206. **(Office of Management and Budget) Page 95-96**
8. Approval of the sufficiency of the public officials' bond provided by Travelers Casualty and Surety Company. **(Risk Management Division) Page 97**

**C. ADMINISTRATIVE SERVICES DEPARTMENT**

1. Approval to award Invitation for Bids Y12-191-PD, Animal Care Supplies, to the low responsive and responsible bidder, Butler Schein Animal Health Supply. The total estimated contract award amount is \$118,452 for a 1-year term. **([Community and Environmental Services Department Animal Services Division] Purchasing and Contracts Division) Page 98-106**
2. Approval to award Invitation for Bids Y12-1019-PD, EMS Pharmaceuticals, to the low responsive and responsible bidders, Bound Tree Medical, LLC., for a 1-year term contract in the total estimated contract award amount of \$207,318.50 for Line Items 2, 6, 7, 9, 13, 15, 16, 22, 23, 28, 30, 33 and 36. **([Fire Rescue Department] Purchasing and Contracts Division) Page 107-122**
3. Approval to award Invitation for Bids Y12-1026-DG, Temporary Labor – Orange County Convention Center, to the low responsive and responsible bidders, in the total estimated aggregate amount of \$4,329,540 representing contract awards to A & Associates, Inc., Zion Employment Solutions, Trojan Labor and Command Center for 12-month periods. **([Convention Center Facilities Operations Division] Purchasing and Contracts Division) Page 123-152**
4. Approval to award Invitation for Bids Y12-747-J2, Lake Margaret Drainage Well Replacement and Abandonment, to the low responsive and responsible bidder, Henderson Wilder, Contractor. The estimated contract award amount is \$435,140.50 (Alternate Bid). **([Public Works Department Roads and Drainage Division] Purchasing and Contracts Division) Page 153-162**

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**I. CONSENT AGENDA (Continued)**

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

5. Approval to award Invitation for Bids Y12-774-RM, Orange County Administration Center and Courthouse Lighting Retrofit, to the low responsive and responsible bidder, Apollo Electrical Services, Inc. The total contract award amount is \$390,855. ([Administrative Services Department Capital Projects Division] **Purchasing and Contracts Division) Page 163-173**
6. Approval of Renewal of Software Support and Licenses for Oracle Database Products with Oracle USA, Inc., for the period June 1, 2012 through May 31, 2013, in the amount of \$650,000.09. ([Office of Accountability Information Systems Services Division] **Purchasing and Contracts Division) Page 174**
7. Approval of Contract Y12-615-LC, Incident Command Training & Assessment Simulator: Ensuing Protocol and Decision-Making Skills, with the University of Central Florida Institute for Simulation and Training at a total contract award amount of \$771,300. (Funding provided from Federal Emergency Management Administration in the amount of \$617,040 and Fire MSTU in the amount of \$154,260). ([Fire Rescue Department Training Division] **Purchasing and Contracts Division) Page 175**
8. Approval and execution by the Mayor of Resolution and Subordination of County Utility Interests between the State of Florida Department of Transportation and Orange County and authorization to record instrument for FDOT – State Road 15 (Hoffner Avenue from N. of Lee Vista Blvd. to W. of S.R. 436). District 4. (**Real Estate Management Division) Page 176-177**
9. Approval and execution by the Mayor of Notice of Reservation and authorization to disburse funds to pay recording fees and record instrument for Valencia College Lane (Goldenrod Road to Econlockhatchee Trail). District 3. (**Real Estate Management Division) Page 178-179**
10. Approval and execution by the Mayor of Notice of Reservation and authorization to disburse funds to pay recording fees and record instrument for Valencia College Lane (Goldenrod Road to Econlockhatchee Trail). District 3. (**Real Estate Management Division) Page 180-181**

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**I. CONSENT AGENDA (Continued)**

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

11. Approval and execution by the Mayor of Resolution and authorization to initiate condemnation proceedings for Valencia College Lane (Goldenrod Road to Econlockhatchee Trail) District 3. **(Real Estate Management Division) Page 182-183**
12. Approval and execution by the Mayor of Resolution and authorization to initiate condemnation proceedings for Holden Avenue (John Young Parkway to Orange Blossom Trail). District 6. **(Real Estate Management Division) Page 184-185**
13. Approval of As Is Residential Contract for Sale and Purchase with Addendum to Contract between Orange County and Christina Gonzalez, approval and execution by the Mayor of County Deed from Orange County to Christina Gonzalez and authorization to perform all actions necessary and incidental to closing for NSP Resale – 7540 Hidden Hollow Drive, Orlando FL 32822 (NCST). District 3. **(Real Estate Management Division) Page 186-187**
14. Approval of Purchase Agreement and Utility Easement between Southchase-West Property Owners Association, Inc. and Orange County and authorization to disburse funds to pay purchase price, recording fees and record instrument for SSA Transmission Main Improvements (SRWSF-Town Loop Blvd.) District 4. **(Real Estate Management Division) Page 188-189**
15. Approval of Temporary Ingress-Egress Easement between Bay Hill Fountains, L.L.C., MDC Fountains, LLC and Orange County, authorization to disburse funds to pay all recording fees and record instrument for Master Pump Station No. 3151 (Group 4A1). District 1. **(Real Estate Management Division) Page 190-191**
16. Approval of Temporary Construction Easement between Bay View Reserve Condominium Association, Inc. and Orange County, authorization to disburse funds to pay all recording fees and record instrument for Master Pump Station No. 3151 (Group 4A1). District 1. **(Real Estate Management Division) Page 192-193**
17. Approval of Utility Easement between Walt Disney Parks and Resorts U.S., Inc. (f/k/a Walt Disney World Co., f/k/a Walt Disney World Hospitality & Recreation Corporation, f/k/a Lake Buena Vista Communities, Inc.) and Orange County and authorization to record instrument for Clubhouse at NERP – Utility File #67087. District 1. **(Real Estate Management Division) Page 194-195**

**CONTINUED**



TUESDAY, JUNE 19, 2012

**I. CONSENT AGENDA (Continued)**

**D. COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT**

1. Approval of 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. **(Code Enforcement Division) Page 196-197**

LC 12-0524	LC 12-0527	LC 12-0531	LC 12-0512	LC 12-0513
LC 12-0514	LC 12-0515	LC 12-0516	LC 12-0517	LC 12-0518
LC 12-0521	LC 12-0522	LC 12-0523	LC 12-0554	LC 12-0556
LC 12-0557	LC 12-0563	LC 12-0564	LC 12-0519	LC 12-0539
LC 12-0546	LC 12-0547	LC 12-0561	LC 12-0542	LC 12-0568
LC 11-1128	LC 11-1233	LC 12-0354	LC 12-0451	LC 12-0533
LC 12-0534	LC 12-0535	LC 12-0538	LC 12-0543	LC 12-0548
LC 12-0550	LC 12-0551	LC 12-0565	LC 12-0571	LC 12-0617

2. Approval of State Financial Assistance Agreement DEP Agreement No. LP6839 Orange County Amendment No. 3 between the Florida Department of Environmental Protection and Orange County for the Little Wekiva River Water Quality Improvement Initiative to extend the grant completion date to June 30, 2014 and to add the Lake Lawne Solar Stormwater Reuse Project. District 6. **(Environmental Protection Division) Page 198-206**
3. Approval of Termination of Affordable Housing Density Bonus Agreement between Orange County and BRM Florida Buena Vista Pointe, LLC. District 1. **(Housing and Community Development Division) Page 207-210**
4. Approval of Neighborhood Stabilization Program 3 Action Plan Amendment to expand the program into the Azalea Park and Meadow Woods communities. Districts 3, 4, and 6. **(Housing and Community Development Division) Page 211-230**

**E. FAMILY SERVICES DEPARTMENT**

1. Approval of License Agreement between Orange County, Florida and A Grateful Mind International, Inc. regarding the use of Orange County's Community Centers for Pine Hills Community Center. **(Community Action Division) Page 231-241**
2. Approval of Application for Federal Assistance; Orange County, Florida Employee Cap Compliance Assurance; and Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements between Orange County and the Department of Health and Human Services Administration for Children and Families, Office of Head Start in the estimated amount of \$87,423 to offset higher costs of health insurance for the Head Start Program. **(Head Start Division) Page 242-260**

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**I. CONSENT AGENDA (Continued)**

**E. FAMILY SERVICES DEPARTMENT (Continued)**

3. Approval of Standard Contract, CBCCF Contract #:OROS016-1213, between Community Based Care of Central Florida and Orange County, Florida Division of Youth and Family Services; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts; Certification for Contracts, Grants, Loans and Cooperative Agreements for Wraparound Orange/Family Preservation/Stabilization Program; and Affidavit in the amount of \$458,141.04 for the period of July 1, 2012 through June 30, 2013 and authorization for the County Mayor or designee to approve any increases, decreases or amendments to this contract. **(Youth & Family Services Division) Page 261-294**
4. Approval of Florida Department of Children and Families Standard Contract No. GJ301, CFDA No. 93.667, between the Florida Department of Children and Families and Orange County Board of County Commissioners and Certification for Contracts, Grants, and Cooperative Agreements for the operation of the Great Oaks Village program and Emergency Shelter care beds at the Orange County Youth Shelter in the contract amount of \$2,686,978 for the period of July 1, 2012 through June 30, 2013; and approval for the County Mayor or designee to approve any increases, decreases or amendments to this contract. **(Youth & Family Services Division) Page 295-339**

**F. HEALTH SERVICES DEPARTMENT**

1. Approval of Orange County Health Services Department Physician Employment Agreement between Orange County and Rachel Semmons, M.D. for the position of Health Services Physician Fellow for the period of June 24, 2012 through June 30, 2013. **(Health Services Department) Page 340-345**

**G. PUBLIC WORKS DEPARTMENT**

1. Approval to reduce the existing posted speed limit on Avalon Park Boulevard between Crown Hill Boulevard and Tanja King Boulevard from 40 miles per hour to 35 miles per hour. District 4. **(Traffic Engineering Division) Page 346-348**
2. Approval of Installation of a traffic signal at the intersection of Turkey Lake Road at the rear entrance to Wal-Mart located at 8990 Turkey Lake Road. District 1. **(Traffic Engineering Division) Page 349-351**

**CONTINUED**



TUESDAY, JUNE 19, 2012

I. CONSENT AGENDA (Continued)

G. PUBLIC WORKS DEPARTMENT (Continued)

3. Approval of Utility Relocation Agreement between Orange County and Florida Power Corporation d/b/a Progress Energy Florida, Inc., for the Lake Underhill and Econlockhatchee Trail intersection in the amount of \$115,062.65. District 3. **(Engineering Division) Page 352-358**
4. Approval of Agreement for Traffic law Enforcement on Private Roads by and between Orange County, Florida and The Oaks of Windermere Homeowners' Association in the gated community of The Oaks of Windermere. District 1. **(Public Works Department) Page 359-367**

CONTINUED



TUESDAY, JUNE 19, 2012

**II. INFORMATIONAL ITEMS\*\***

**A. COUNTY COMPTROLLER**

1. Receipt of the following items to file for the record: **(Clerk's Office)**  
**Page 368**
  - a. Comprehensive Annual Financial Report of the Central Florida Regional Transportation Authority (d/b/a LYNX) for Year Ended September 30, 2011.
  - b. Midtown Orlando Community Development District Proposed Fiscal Year 2013 Operations Budget.
  - c. Florida Public Service Commission Consummating Order re: Petition for approval of nuclear decommissioning cost study, by Progress Energy Florida, Inc.
  - d. Florida Public Service Commission Order Granting Aqua Utilities Florida, Inc. (AUF) Motion for Reconsideration and Reconsidering and Correcting Errors re: Application for increase in water/wastewater rates in Alachua, Brevard, DeSoto, Hardee, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Paso, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, 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, JUNE 19, 2012**

**III. DISCUSSION AGENDA**

**A. COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT**

1. Authorization for the Mayor or her designee to sign Amendment No. 1 to Grant No. S0484 for the Petroleum Cleanup Program between Orange County and the Florida Department of Environmental Protection (FDEP) to expand Orange County's area of responsibility under the program to include Seminole County and to increase the FY 2011-12 authorized position table by 1 Senior Environmental Specialist and 1 Engineer III for the Petroleum Cleanup Program under the Environmental Protection Division. Program to be fully funded by FDEP. All Districts.

**-AND-**

Authorization for the Mayor or her designee to sign Amendment No. 2 to Contract No. GC702 for the Petroleum Management Storage Tanks Compliance Inspection Program between Orange County and the Florida Department of Environmental Protection (FDEP) to expand Orange County's area of responsibility under the program to include Lake, Osceola, Seminole, and Volusia Counties; to increase the FY 2011-12 authorized position table by 2 Senior Environmental Specialists for the Storage Tanks Compliance Inspection Program under the Environmental Protection Division; and authorization for the Manager of the Environmental Protection Division to execute any minor amendments or change orders under the contract that are non-substantial in nature. Program to be fully funded by FDEP. All Districts. **(Environmental Protection Division) Page 369-370**

**B. FAMILY SERVICES DEPARTMENT**

1. Head Start Update. **(Head Start Division) Page 371**

**C. COUNTY MAYOR**

1. Red Light Camera Safety Program. **Page 372-376**

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**IV. WORK SESSION AGENDA**

**A. GROWTH MANAGEMENT DEPARTMENT**

1. 2011 Growth Management Legislation Discussion Session Series. All Districts.  
**(Growth Management Department) Page 377**

**R E C E S S**



**TUESDAY, JUNE 19, 2012**

**MEETING STARTS AT 1:30 p.m.**

**Presentation of Employee Service Awards to:**

Teresa Y. Maloney (25), Code Enforcement, Community and Environmental Services; Glenn A. Hawkins (25), Kerrie Jean Furneaux (25), Lynese D. Smith (25), Security Operations, Loretta Kowalski (20), Inmate Programs and Support, Jennifer Sharper Miller (25), Community Corrections, Corrections; Jamie Harrold (20), Polly Bouler (25), Head Start, Jill Renee Heroux (30), Youth and Family Services, Henrietta D. Grubbs (20), Community Action, Family Services; R. Elaine Parker (20), Department Office, Growth Management; Bruce H. Johnson (30), Highway Construction, Johnny Spurlock (25), Roads and Drainage, Public Works; Timothy M. Jones (25), Construction, Robert A. Sutherland (25), Water, Utilities.

**Recognition of Fire Rescue Station 34**

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS**

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

**A. Ordinance**

1. An Ordinance pertaining to Section 704 of the Orange County Charter

**B. Ordinance/Comprehensive Plan**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP)

**REGULAR CYCLE PRIVATELY INITIATED FUTURE  
LAND USE ELEMENT MAP AMENDMENTS**

- |              |  |
|--------------|--|
| 2012-1-A-1-1 | Kendell Keith, Planning Design Group, LLC for Susan D. Shaw & David H. Daniels - District 1<br>Village of Bridgewater SAP (Specific Area Plan) - (Estate District) ED/GB (Greenbelt) to (Townhome) TH/APT (Apartment)/GB (Greenbelt) |
| 2012-1-A-5-1 | Professional Design Associates, Inc. for Arbour Apartments, LLC- District 5<br>MDR (Medium Density Residential) to (Planned Development) PD-HDR (High Density Residential) (Student Housing)   |

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE PRIVATELY INITIATED FUTURE LAND USE ELEMENT  
MAP AMENDMENT WITH CONCURRENT SUBSTANTIAL CHANGE**

2012-1-A-3-1 Professional Design Associates, Inc. for Econ Landing, LLP and Curry Ford Road Storage, LLC - District 3  
MDR (Medium Density Residential) and (Planned Development) PD-C (Commercial)/LMDR (Low-Medium Density Residential)/CONS (Conservation) (Senior Adult Housing) to (Planned Development) PD-C (Commercial)/LMDR (Low-Medium Density Residential)/CONS (Conservation)

**Substantial Change**

✓Applicant: Bob Cantu, Econ Landing Planned Development (PD) Land Use Plan (LUP); amend plan; District 3

√ 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>.

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE PRIVATELY INITIATED FUTURE LAND USE ELEMENT  
MAP AMENDMENT WITH CONCURRENT REZONING**

2012-1-A-4-1      RS (Rural Settlement) 1/2 to (Planned Development) PD-C  
(Commercial)/O (Office)/MDR (Medium Density  
Residential)/TH (Townhome)/RS (Rural Settlement) 1/2;  
USA expansion and removal of a portion of the property  
from the Lake Hart/Lake Whippoorwill Rural Settlement

**Rezoning**

✓Applicant: Scott Stuart, KCG, Inc. for Multiple Owners, Lake Whippoorwill  
Landing; District 4

**REGULAR CYCLE STAFF INITIATED COMPREHENSIVE PLAN MAP  
AND TEXT AMENDMENTS**

2012-1-B-FLUE-1      Text amendment to Future Land Use Element Policy  
FLU1.2.4 regarding allocation of additional lands to the  
Urban Service Area (USA) - Countywide

2012-1-B-FLUE-2      Text amendment to Future Land Use Element Policy  
FLU8.1.4 establishing the maximum densities and  
intensities for proposed Planned Developments within  
Orange County- Countywide

√ 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.

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**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE STAFF INITIATED COMPREHENSIVE PLAN MAP  
AND TEXT AMENDMENTS (Continued)**

- |                  |   |
|------------------|---|
| 2012-1-B-FLUE-4  | Text amendment to Future Land Use Element Policy FLU2.3.6 related to the conversion of residential uses to non-residential uses - Countywide  |
| 2012-1-B-FLUE-5  | Text amendments to the Future Land Use Element Policies FLU8.1.1(a), FLU8.1.1(c), and FLU8.2.5, and addition of Policies FLU8.2.5.1 and FLU8.2.5.2 related to inconsistent zoning and future land use designations and the associated requirements for rezonings and special exceptions- Countywide |
| 2012-1- B-FLUE-6 | Text update amendments to Future Land Use Element Objective and Policies (and corresponding Horizon West Town Center Specific Area Plan Policies) related to the Town Center area of Horizon West - District 1  |
| 2012-1-B-CP-1    | Text amendment to Future Land Use Element Policy FLU8.8.1 related to House Bill 7207- Countywide  |

**Ordinance**

2012-1 Regular Cycle Comprehensive Plan Amendments

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**SMALL SCALE PRIVATELY INITIATED FUTURE LAND  
USE ELEMENT MAP AMENDMENTS**

- |              |  |
|--------------|--|
| 2012-1-S-1-2 | Michael Burkhalter for West Amelia Street Family, LLC-<br>District 1<br>LDR (Low Density Residential) to C (Commercial)  |
| 2012-1-S-1-3 | Orange County Public School (OCPS) for Marianne C.<br>Greco- District 1<br>V (Village) to Village F SAP (Specific Area Plan) - School  |
| 2012-1-S-3-1 | Rebecca Wilson, Lowndes, Drosdick, Doster, Kantor &<br>Reed, P.A. for Lincoln B. Taylor, Lucille Idarola, and June<br>and Robert A. Senay - District 3<br>(Planned Development) PD-O (Office) and LDR (Low<br>Density Residential) to (Planned Development) PD-C<br>(Commercial) |
| 2012-1-S-3-2 | Michael D. Harding for Jose A. & Eloilda Rivas- District 3<br>LMDR (Low-Medium Density Residential) to O (Office)  |
| 2012-1-S-4-1 | Edward Williams - Williams Development Services, Inc. for<br>Aidjing Chen Lai Trust District 4<br>O (Office) to C (Commercial)   |
| 2012-1-S-4-2 | Edward Williams - Williams Development Services, Inc. for<br>Daniel E. and Margaret T. Szymanski- District 4<br>LMDR (Low-Medium Density Residential) and O (Office) to<br>O (Office) and C (Commercial)   |
| 2012-1-S-4-3 | Causseaux, Hewett, & Walpole, Inc. for Nelson & Virginia<br>Soto Revocable Family Trust - District 4<br>IND (Industrial) to C (Commercial)   |

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**SMALL SCALE PRIVATELY INITIATED FUTURE LAND  
USE ELEMENT MAP AMENDMENTS (Continued)**

- |              |  |
|--------------|--|
| 2012-1-S-4-4 | O'Reilly Automotive Inc. for Steak Quake Franchise Realty-Goldenrod, LLC - District 4<br>MDR (Medium Density Residential) to (Planned Development) PD-C (Commercial) |
| 2012-1-S-5-1 | Scott A. Glass, Esq. for Roxbury LLC- District 5<br>LDR (Low Density Residential) to O (Office)  |

**SMALL SCALE DEVELOPMENT PRIVATELY INITIATED AMENDMENT  
WITH CONCURRENT REZONING**

- |              |  |
|--------------|--|
| 2012-1-S-2-1 | Causseaux, Hewett, & Walpole, Inc. for Ramlee Holdings Limited Partnership - District 2<br>(Low Density Residential) LDR (RS) to (Commercial) C (RS) |
|--------------|--|

**Rezoning**

✓Applicant: Causseaux, Hewett, & Walpole, Inc. for Ramlee Holdings Limited Partnership, Zellwood Rural Settlement; District 2

**Ordinance**

2012-1 Small Scale Cycle Comprehensive Plan Amendments

√ 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>.

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**C. Board of Zoning Adjustment Appeal**

3. ✓Appellant/Applicant: Tony Rahbany; Case SE-12-04-017, April 5, 2012; District 5

**D. Conservation Area Impact**

4. ✓Applicant: Wawa, Inc., northeast intersection of West Irlo Bronson Memorial Highway and Avalon Road, Class I Wetlands Permit, 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.



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, June 19, 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 had 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.
2. Disposition of Tangible Personal Property.

Approval is requested of the following:

- a. Trade in assets for an allowance towards the purchase of new equipment.
- b. Donate assets valued at \$40 to Nuevo Sendero, Inc., a 501(c)(3) non-profit in Orange County, in lieu of selling at fair market value.



Asset Number	Asset Description	Purchase Date	Original Cost	Depreciated Value	Department/Office last using equipment	Disposition Requested	Justification
734409	HANDHELD COMPUTER, ITRON, FC200	05/18/2006	2,297.46	0.00	Utilities Customer Service	Trade in for a \$200 allowance each towards the purchase of new equipment	Assets are no longer supported for maintenance or replacement
734410	HANDHELD COMPUTER, ITRON, FC200	05/18/2006	2,297.47	0.00			
734841	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734842	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734843	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734844	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734845	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734846	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734847	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734848	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734849	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734850	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734851	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734852	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734853	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734854	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734855	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734857	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.10	160.06			
734858	HANDHELD COMPUTER, ITRON, FC200	09/28/2007	2,900.11	160.06			
737807	HANDHELD COMPUTER, ITRON, FC200	05/01/2009	2,895.00	1,079.13			
737808	HANDHELD COMPUTER, ITRON, FC200	05/01/2009	2,895.00	1,079.13			
738229	HANDHELD COMPUTER, ITRON, FC200	08/19/2009	2,171.25	940.18			
724759	HYDRAULIC POWER UNIT, HURST, JL-4GH-SV	09/30/2003	24,940.31	3,193.46	Fire Rescue	Trade in for a \$1,800 allowance towards the purchase of new equipment	Asset is not functioning and not cost effective to repair because it is also out of compliance with State of Florida Type II USAR cache list
722281	COMPUTER, DELL, SX260	05/12/2003	1,708.51	0.00	Public Defender's Office	Donate assets to Nuevo Sendero, Inc., a qualified 501(c)3 non-profit organization	Assets are surplus to County Divisions
722282	COMPUTER, DELL, SX260	05/12/2003	1,708.51	0.00			
722283	COMPUTER, DELL, SX260	05/12/2003	1,708.51	0.00			
722817	PROJECTOR, INFOCUS, LP350	09/12/2001	3,589.00	0.00	Health Department		






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

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
1

la 32802-1393

June 5, 2012

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

FROM: Cheryl J. Gillespie, Supervisor   
Agenda Development Office

SUBJECT: Appointment to Pine Hills Local Government Neighborhood  
Improvement District Advisory Council  
**CONSENT AGENDA ITEM JUNE 19, 2012**

On December 20, 2012, the Board adopted Ordinance 2011-21 creating the Pine Hills Local Government Neighborhood Improvement District Advisory Council (the "Council"). The ordinance became effective December 30, 2011. The ordinance designates two seats on the Council for representatives nominated by the Mayor, one seat for a representative nominated by the District 2 Commissioner, one seat for a representative nominated by the District 6 Commissioner, two seats for representatives nominated by the Pine Hills Community Council, and one seat for a representative nominated by the Pine Hills Safe Neighborhood Partnership. Representatives must be property owners or residents within the boundaries of the Pine Hills Local Government Neighborhood Improvement District and registered Orange County voters. The Board appoints all Council members. Terms are for three years.

There are currently two vacancies on the Council for a representative nominated by the Pine Hills Community Council due to the resignation of Allif Mohammed and for a District 6 representative. The Pine Hills Community Council has nominated Augustina Peasah to succeed Mr. Mohammed. Attached is a list of the current members of the Council that indicates the districts in which the members reside, the categories in which they are serving, and the expiration of their terms.

A copy of Ms. Peasah's advisory board application for appointment has been provided to you under separate cover. If you require further information, please let me know.

**ACTION REQUESTED:** Appointment of Augustina Peasah to the Pine Hills Local Government Neighborhood Improvement District Advisory Council as a Pine Hills Community Council representative with a term expiring June 30, 2015.

Attachment



**PINE HILLS LOCAL GOVERNMENT NEIGHBORHOOD IMPROVEMENT DISTRICT  
ADVISORY COUNCIL – CURRENT MEMBERS**

	<b><u>ORIGINAL APPOINTMENT</u></b>	<b><u>TERM EXPIRES</u></b>	<b><u>RACE</u></b>	<b><u>SEX</u></b>	<b><u>DISTRICT</u></b>
<b><u>Mayor (2)</u></b>					
Allie Braswell, Jr.	5/22/12	6/30/15	B	M	2
Shabana Khublal	5/22/12	6/30/14	Other	F	1
<b><u>District 2</u></b>					
Timothy Haberkamp	5/22/12	6/30/14	W	M	2
<b><u>District 6</u></b>					
Vacancy					
<b><u>Pine Hills Safe Neighborhood Partnership</u></b>					
Luis Cordero	5/22/12	6/30/14	H	M	1
<b><u>Pine Hills Community Council (2)</u></b>					
Frantz De Milord	5/22/12	6/30/14	B	M	6
Allif Mohammed [RESIGNED]	5/22/12	6/30/15	Other	M	1





*W.D. Morris*  
EXECUTIVE DIRECTOR

BOARD OF DIRECTORS

*Clemente Cuevas*  
CHAIRMAN

*Sascha Rizzo*  
VICE CHAIRMAN

*JEFF STUEVE*  
BOARD MEMBER

*MARSHALL SIPLIN*  
BOARD MEMBER

*Barbara Ashley Jones*  
BOARD MEMBER

## MEMORANDUM

TO: Mayor Teresa Jacobs  
and  
Orange County Board of County Commissioners

FROM: W.D. Morris, Executive Director  
Orange County Housing Finance Authority

CONTACT: Mildred Guzman, Multi-Family Program Administrator  
Orange County Housing Finance Authority  
407-894-0014, Ext. 310

DATE: May 22, 2012

SUBJECT: ORANGE COUNTY HOUSING FINANCE AUTHORITY - APPROVAL  
AND EXECUTION OF THE AUTHORIZING RESOLUTION FOR THE  
ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS, TO  
FINANCE THE ACQUISITION AND REHABILITATION OF OASIS  
CLUB APARTMENTS IN ORANGE COUNTY, FLORIDA, IN AN  
AMOUNT NOT TO EXCEED \$12,200,000.

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS MEETING  
JUNE 19, 2012 - CONSENT AGENDA.

The Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") created a requirement that all industrial development bonds issued after December 31, 1982, for the purpose of financing multifamily housing developments require approval by the Orange County Housing Finance Authority (OCHFA), and each governmental unit having jurisdiction over the area in which the bond financed facility will be located.

### BACKGROUND:

At its Board meeting of May 2, 2012, OCHFA's Board approved a Reimbursement Resolution for an amount not to exceed \$12,200,000 for financing the acquisition and rehabilitation of a multifamily development, Oasis Club Apartments, in Orange County; utilizing Mortgage Revenue Bonds.

### CURRENT:

The proposed development is submitted on behalf of Goldenrod Road Partners, Ltd, a Florida limited partnership (the "Owner"). The general partner of the Owner is ALFA Goldenrod Road, LLC, a Florida limited liability company, the managing member of which is Assisted Living Foundation of America ("ALFA"), a Texas non-profit corporation and 501(c)3 organization. ALFA is also serving as developer of the property and currently owns six (6) affordable housing developments in California, comprised of 667 total units. The proposed transaction involves: short-term tax-exempt bonds, FHA Insured 221(d)(4) loan, 4% Tax Credits, and deferral of a portion of the Developer Fee. The proposed structure of the 221(d)(4) loan provides permanent financing for the development; and the short-term collateralized tax-exempt bonds qualify the development for 4% Housing Tax Credits. The bonds will be paid-off following completion of the rehabilitation and the development is placed in service (15-18 months). The Tax-Exempt bonds will be secured at all times by qualified investments. The structure will utilize unrated bonds, which must comply with the Authority's Unrated Bond Policy.



**PROJECT DESCRIPTION:**

The Oasis Club is an existing 220-units community with 100% of the units, set-aside at 60% Area Median Income (AMI). It was built in 1995, under the 9% Tax Credit Program and is currently operating at approximately 93% occupancy. The proposed rents will range from \$671.<sup>00</sup> - \$782.<sup>00</sup> per month – a decrease from the current rents; with a unit mix of: 112-2bd/ 2ba and 108-3bd/ 3ba. The developer has estimated that \$4,771,822.<sup>00</sup> will be utilized to rehabilitate the development based on a Property Assessment /Condition Report.

<b><u>PROJECT/LOCATION</u></b>	<b><u>NO. OF UNITS</u></b>	<b><u>OWNER</u></b>	<b><u>AMOUNT</u></b>
<b>Oasis Club Apartments</b> On and around 7451 Gatehouse Circle, Orlando, Orange County, Florida 32807 <b>Commission District # 3</b>	<b>220</b>	Goldenrod Road Partners, Ltd., a Florida limited partnership	<b>\$12,200,000</b>

The following information is provided as required by the County's Debt Issuance Policy. OCHFA will produce an Official Statement and related offering documents for this bond issue.

Attachment A . . . . .	Project Description and Location Map
Attachment B . . . . .	Related Financials
Attachment C . . . . .	Proforma
Attachment D . . . . .	Financial Advisor's Summary of Sales Method
Attachment E . . . . .	OCHFA Staff Report of the 5/02/12 Board meeting and Approved Resolution
Attachment F . . . . .	Proof of Publication of TEFRA Public Hearing and TEFRA Public Hearing Minutes

The TEFRA hearing was held on Tuesday, May 22, 2012 at the Orange County Administration Building on the third floor, OMB Conference Room. The results of the Public Hearing are included as Attachment F – Public Hearing Minutes.

**ACTION REQUESTED:**

APPROVAL AND EXECUTION OF THE AUTHORIZING RESOLUTION FOR THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS, TO FINANCE THE ACQUISITION AND REHABILITATION OF OASIS CLUB APARTMENTS, A PROPOSED TRANSACTION IN ORANGE COUNTY FLORIDA, DISTRICT #3. IN AN AMOUNT NOT TO EXCEED \$12,200,000 OF MORTGAGE REVENUE BONDS.

**Attachments**

cc: Warren S. Bloom, General Counsel, OCHFA  
Joel D. Prinsell, Deputy County Attorney  
Lila McHenry, Assistant County Attorney  
Jim Moye, Chief Deputy Comptroller  
Fred Winterkamp, Manager – Fiscal & Business  
Agenda Development  
Clerk to the Board of County Commissioners



## **ATTACHMENT 'A'**

### **Project Description And Location Map**



## EXECUTIVE SUMMARY & PROPERTY DESCRIPTION

### GENERAL DESCRIPTION:

The Subject Property, known as Oasis Club Apartments, is located in Orlando, Florida at 7451 Gatehouse Circle. The Subject Property was reportedly constructed in 1995. The Subject Property consists of a 220-unit, 261,868-gross and 230,800 net rentable square foot<sup>1</sup> apartment complex with four, three-story apartment buildings, three, two and three-story apartment buildings, four, two-story apartment buildings, a clubhouse/leasing office building, and a laundry building all located on a 14.9-acre lot.

Mr. Luis Munoz of *EBI* surveyed the property on December 10, 2010 and was accompanied by, and interviewed, Ms. Melody Viveros, the Property Manager, and Mr. Anthony Spence, the Maintenance Manager. At the time of the survey, the weather was sunny and approximately 60° Fahrenheit. During the survey, representative areas of the site, buildings, common areas, mechanical spaces, and mechanical equipment and building components were observed, and more than 25 percent of the units were surveyed.

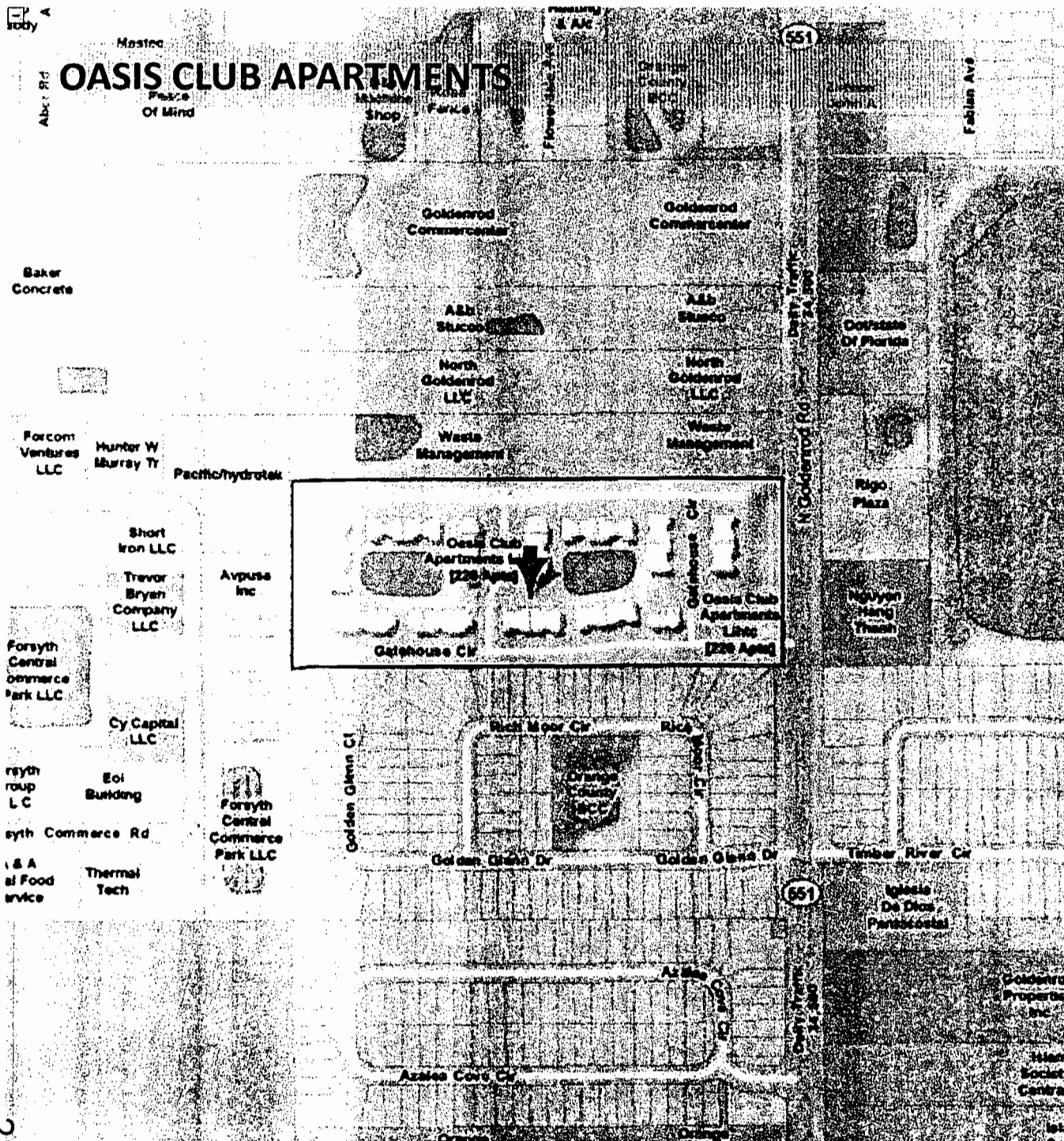
*EBI*'s Pre-Survey Questionnaire was forwarded to the designated property contact. The information requested in the questionnaire assists in *EBI*'s research of the Subject Property to obtain pertinent property data; discover existing physical deficiencies, chronic problems, the extent of repairs, if any, and their costs; and pending repairs and improvements. The Pre-Survey Questionnaire was partially completed and returned.

Overall, the Subject Property is in good to fair condition. It is *EBI*'s professional opinion that the standard Effective Useful Life (EUL) for the buildings of this type is approximately 60 years. This estimate is based on typical building life expectancy data provided by *Marshall & Swift*, and *EBI*'s observations of the Subject Property. The Actual Age of the Subject Property is approximately 15- years. Based on our observations, it is *EBI*'s opinion that the Remaining Useful Life of the Subject Property is approximately 47+ years, with the assumption that sound property maintenance practices will continue, and that all maintenance, repair, and replacement recommendations as provided in this *Report* will be implemented.

<sup>1</sup> Square footage obtained from the Owner's representative and Tax Assessor's Office



# OASIS CLUB APARTMENTS



PARCEL ID	<b><u>23-22-30-0000-00-045</u></b>
STREET ADDRESS	7451 GATEHOUSE CIR
NAME (1)	SHELTERING PALMS
MAILING ADDRESS	FLORIDA-OASIS CLUB LLC
CITY, STATE, ZIP	660 LINTON BLVD STE 204
COUNTRY	DELRAY BEACH, FL. 33444
CITY CODE	Unincorporated Orange County
MILLAGE CODE	11
PROPERTY USE CODE	<b><u>0301</u></b>
ST PLANE X-COORD	563655.56
ST PLANE Y-COORD	1537015.62
PARCEL	3022230000000045

**TAX YEAR 2012 WORKING VALUE**

LAND (MKT) VALUE	\$3,135,000
BUILDING VALUE	\$2,597,705
EXTRA FEATURE VALUE	\$0
MARKET (JUST) VALUE	\$5,732,705
ASSESSED VALUE	\$5,732,705
<a href="#">VIEW MY ELECTED REPRESENTATIVES</a>	

US CONGRESS	<u>Daniel Webster (DISTRICT 8)</u>
STATE SENATE	<u>Gary Siplin (DISTRICT 19)</u>
STATE HOUSE	<u>Scott Randolph (DISTRICT 36)</u>
COUNTY	
COMMISSIONER	<u>John Martinez (DISTRICT 3)</u>
SCHOOL BOARD	<u>Daryl Flynn (DISTRICT 2)</u>



## **ATTACHMENT 'B'**

### **Related Financials**



#### XIV. FINANCING PLAN

Financing Plan: The Oasis Club project will include two primary financing elements: 1) short term collateralized tax exempt bonds and 2) FHA insured 221(d)(4) loan. The current dislocation in the tax exempt market has created a situation where it is more cost effective to obtain a taxable FHA loan in the conventional market than it is to issue long term tax exempt bonds. Oasis Club will also be financed with an allocation of 4% Low Income Tax Credits ("LIHTCs") from Florida Housing Finance Corporation ("FHFC") and a deferral of a portion of the Developer Fee. This proposed structure includes an FHA loan to provide permanent financing for the development and short term collateralized tax exempt bonds to qualify the development for 4% Low Income Housing Tax Credits. The tax exempt bonds will be fully repaid following completion of the rehabilitation and notification that the units have been "placed in service." The tax exempt bonds will be secured at all times by qualified investments and will not be secured by a mortgage. At this time, it is contemplated that the bonds will be unrated. Upon closing of the tax exempt bonds, the proceeds will be held in an escrow account in qualified investments. When a draw request is presented for the FHA loan, the FHA lender will advance funds for the payment of the project costs and will request issuance of a GNMA Construction Loan Certificate ("CLC") in an amount equal to the advance. Upon issuance of the GNMA CLC, the GNMA purchaser will advance the purchase price to the Trustee for deposit in the Indenture to repay the tax exempt bonds. Upon receipt of the GNMA CLC proceeds, the trustee will release tax exempt bond proceeds in a like amount to reimburse the FHA lender for their original loan advance. Once the development has been completed and notice is provided to the Trustee, the Trustee will apply funds on deposit in the Indenture to fully redeem the outstanding tax exempt bonds.

Thereafter, only the permanent FHA loan will remain outstanding. The FHA loan will have an interest rate of 3.50% with a term of 40 years, fully amortizing, and an additional Mortgage Insurance Premium (MIP) payment of .45% on the original issuance. The HFA Lender for this project is Bellwether Real Estate Capital, LLC (national firm with offices at 1360 E 9<sup>th</sup> Street, Suite 300 Cleveland, OH 44114 Tel (216-907-0087). The HUD application process has started. As such, at this point of the application process FHA lenders do not issue letters until HUD initial approval.

Oasis Club the project will be capitalized with tax credit equity from RBC or substantially similar equity investor who will be the 99.99% Limited Partner in the limited partnership. RBC will be allocated substantially all of the low income housing tax credits and substantially all of the profits and losses in exchange for an equity investment. Finally, the developer will be deferring a portion of the Developer Fee. The construction period is expected to be 9 months to be followed by a 6 month lease-up and stabilization period prior to conversion.



<b>Financing Source</b>	<b>Amount</b>	<b>% of Development Cost</b>	<b>\$ Per Unit</b>
HUD 221(d)(4) Loan	\$13,180,816	64%	\$59,913
LIHTC Equity (4% credits)	\$5,287,845	25%	\$24,036
Deferred Developer Fee	\$2,224,465	11%	\$10,111
Subtotal	<b>\$20,693,127</b>	<b>100.0%</b>	<b>\$94,060</b>
Tax-Exempt Bonds (Short Term)	\$12,000,000		
<b>Total</b>	<b>\$32,693,127</b>		

**XIX. TAX-EXEMPT BOND FINANCING EXPLANATION.**

Financing Explanation: We believe that this property is an ideal candidate to receive a 4% Housing Credit allocation. To qualify for the 4% Housing Credit program, an issuance of Tax-Exempt Bonds is a required financing component.



## **ATTACHMENT 'C'**

### **Proforma**



**Oasis Club**

Revenue Growth	2.5%
Expense Growth	3.5%

	220 Per Unit	PROFORMA Year 1	PROFORMA Year 2	PROFORMA Year 3	PROFORMA Year 4	PROFORMA Year 5	PROFORMA Year 6	PROFORMA Year 7	PROFORMA Year 8	PROFORMA Year 9
Avg Economic Occupancy		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
		93.00%	93.00%	93.00%	93.00%	93.00%	93.00%	93.00%	93.00%	93.00%
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Gross Potential Rent	\$8,706	\$1,916,296	\$1,963,178	\$2,012,258	\$2,062,584	\$2,114,128	\$2,166,982	\$2,221,156	\$2,276,685	\$2,333,602
Economic Vacancy	(\$509)	(\$134,071)	(\$137,422)	(\$140,858)	(\$144,380)	(\$147,989)	(\$151,689)	(\$155,481)	(\$159,368)	(\$163,352)
NET RENTAL INCOME	\$8,096	\$1,781,225	\$1,825,756	\$1,871,400	\$1,918,185	\$1,966,139	\$2,015,293	\$2,065,675	\$2,117,317	\$2,170,250
Other Income	\$174	\$38,306	\$39,264	\$40,245	\$41,251	\$42,283	\$43,340	\$44,423	\$45,534	\$46,672
Washer/Dryer	\$57	\$19,153	\$19,632	\$20,123	\$20,626	\$21,141	\$21,670	\$22,212	\$22,767	\$23,336
Cable fees	\$174	\$38,306	\$39,264	\$40,245	\$41,251	\$42,283	\$43,340	\$44,423	\$45,534	\$46,672
TOTAL OPERATING REVENUE	\$8,532	\$1,876,990	\$1,923,915	\$1,972,013	\$2,021,313	\$2,071,846	\$2,123,642	\$2,176,733	\$2,231,151	\$2,286,930
OPERATING EXPENSES										
Management Fees	\$280	\$61,687	\$63,846	\$66,080	\$68,393	\$70,787	\$73,265	\$75,829	\$78,483	\$81,230
Office, Model & Staff Units	\$128	\$28,152	\$29,137	\$30,157	\$31,213	\$32,305	\$33,436	\$34,606	\$35,817	\$37,071
Administrative Total	\$250	\$65,000	\$66,925	\$68,917	\$69,979	\$73,114	\$66,323	\$67,809	\$69,975	\$72,424
Leasing and Marketing Total	\$120	\$26,400	\$27,324	\$28,280	\$29,270	\$30,295	\$31,355	\$32,452	\$33,588	\$34,764
Payroll Total	\$1,160	\$263,000	\$261,855	\$271,020	\$280,506	\$290,323	\$300,485	\$311,002	\$321,887	\$333,163
Repairs & Maintenance Total	\$800	\$110,000	\$113,850	\$117,835	\$121,959	\$126,228	\$130,645	\$135,218	\$139,951	\$144,849
Contracts Total	\$800	\$132,000	\$136,620	\$141,402	\$146,351	\$151,473	\$156,775	\$162,262	\$167,941	\$173,819
Utilities Total	\$740	\$165,000	\$170,775	\$176,752	\$182,938	\$189,341	\$195,968	\$202,827	\$209,926	\$217,273
Replacement Reserve	\$300	\$66,000	\$68,310	\$70,701	\$73,175	\$75,737	\$78,387	\$81,131	\$83,970	\$86,909
Real Estate Taxes**	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$400	\$88,000	\$91,080	\$94,268	\$97,567	\$100,982	\$104,516	\$108,174	\$111,961	\$115,879
TOTAL OPERATING EXPENSES	\$4,475	\$985,239	\$1,019,722	\$1,055,412	\$1,092,352	\$1,130,584	\$1,170,155	\$1,211,110	\$1,253,499	\$1,297,371
NET OPERATING INCOME	\$4,083	\$891,751	\$904,193	\$916,600	\$928,961	\$941,262	\$953,487	\$965,623	\$977,653	\$989,559
Debt Service	(\$3,055)	(\$672,049)	(\$672,049)	(\$672,049)	(\$672,049)	(\$672,049)	(\$672,049)	(\$672,049)	(\$672,049)	(\$672,049)
Net Cash Flow	\$999	\$219,702	\$232,144	\$244,551	\$256,912	\$269,213	\$281,438	\$293,574	\$305,603	\$317,510
Debt Service Coverage Ratio		1.33	1.35	1.36	1.38	1.40	1.42	1.44	1.45	1.47

\*\*Assumes County Tax Exemption based on FL law, (Howevr HUD/HFA will not underwrite this tax exemption)



PROFORMA Year 10	PROFORMA Year 11	PROFORMA Year 12	PROFORMA Year 13	PROFORMA Year 14	PROFORMA Year 15
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0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
93.00%	93.00%	93.00%	93.00%	93.00%	93.00%
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

<b>\$2,391,942</b>	<b>\$2,451,741</b>	<b>\$2,513,034</b>	<b>\$2,575,860</b>	<b>\$2,640,257</b>	<b>\$2,706,263</b>
(\$167,436)	(\$171,622)	(\$175,912)	(\$180,310)	(\$184,818)	(\$189,438)
<b>\$2,224,506</b>	<b>\$2,280,119</b>	<b>\$2,337,122</b>	<b>\$2,395,550</b>	<b>\$2,455,439</b>	<b>\$2,516,825</b>
\$47,839	\$49,035	\$50,261	\$51,517	\$52,805	\$54,125
\$23,919	\$24,517	\$25,130	\$25,759	\$26,403	\$27,063
\$47,839	\$49,035	\$50,261	\$51,517	\$52,805	\$54,125
<b>\$2,344,103</b>	<b>\$2,402,706</b>	<b>\$2,462,774</b>	<b>\$2,524,343</b>	<b>\$2,587,462</b>	<b>\$2,652,138</b>

<b>\$84,073</b>	<b>\$87,015</b>	<b>\$90,061</b>	<b>\$93,213</b>	<b>\$96,475</b>	<b>\$99,852</b>
<b>\$38,368</b>	<b>\$39,711</b>	<b>\$41,101</b>	<b>\$42,540</b>	<b>\$44,028</b>	<b>\$45,569</b>
<b>\$74,959</b>	<b>\$77,583</b>	<b>\$80,298</b>	<b>\$83,109</b>	<b>\$86,018</b>	<b>\$89,028</b>
<b>\$35,980</b>	<b>\$37,240</b>	<b>\$38,543</b>	<b>\$39,892</b>	<b>\$41,288</b>	<b>\$42,734</b>
<b>\$344,813</b>	<b>\$356,881</b>	<b>\$369,372</b>	<b>\$382,300</b>	<b>\$395,681</b>	<b>\$409,530</b>
<b>\$149,919</b>	<b>\$155,166</b>	<b>\$160,597</b>	<b>\$166,218</b>	<b>\$172,035</b>	<b>\$178,056</b>
<b>\$179,902</b>	<b>\$186,199</b>	<b>\$192,716</b>	<b>\$199,461</b>	<b>\$206,442</b>	<b>\$213,668</b>
<b>\$224,878</b>	<b>\$232,749</b>	<b>\$240,895</b>	<b>\$249,326</b>	<b>\$258,053</b>	<b>\$267,085</b>
<b>\$89,951</b>	<b>\$93,100</b>	<b>\$96,358</b>	<b>\$99,731</b>	<b>\$103,221</b>	<b>\$106,834</b>
<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>\$119,935</b>	<b>\$124,133</b>	<b>\$128,477</b>	<b>\$132,974</b>	<b>\$137,628</b>	<b>\$142,445</b>
<b>\$1,342,779</b>	<b>\$1,389,777</b>	<b>\$1,438,419</b>	<b>\$1,488,763</b>	<b>\$1,540,870</b>	<b>\$1,594,801</b>

<b>\$1,001,324</b>	<b>\$1,012,929</b>	<b>\$1,024,355</b>	<b>\$1,035,580</b>	<b>\$1,046,581</b>	<b>\$1,057,337</b>
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<b>(\$672,049)</b>	<b>(\$672,049)</b>	<b>(\$672,049)</b>	<b>(\$672,049)</b>	<b>(\$672,049)</b>	<b>(\$672,049)</b>
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<b>\$329,275</b>	<b>\$340,880</b>	<b>\$352,306</b>	<b>\$363,530</b>	<b>\$374,532</b>	<b>\$385,288</b>
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<b>1.49</b>	<b>1.51</b>	<b>1.52</b>	<b>1.54</b>	<b>1.56</b>	<b>1.57</b>
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**ATTACHMENT 'D'**  
**Financial Advisor's  
Summary of Sales Method**



**MEMORANDUM**

<b>TO:</b>	W.D. Morris, Executive Director
<b>FROM:</b>	Bob Detjen
<b>SUBJECT:</b>	Orange County Housing Finance Authority Multifamily Housing Revenue Bonds (Oasis Club Apartments)
<b>DATE:</b>	May 23, 2012

CSG Advisors serves as Financial Advisor to the Orange County Housing Finance Authority in connection with multifamily debt issues. In that capacity we are asked to comment on proposed multifamily debt issues under certain circumstances prior to submitting the TEFRA approval request to Orange County.

**Summary Description**

The applicant for Oasis Club Apartments is Goldenrod Road Partners, Ltd, a Florida Limited Liability Company whose sole member is Assisted Living Foundation of America (ALFA), a Texas non-profit corporation. The primary contact person for Goldenrod Road Partners is Ari Majer, located in Los Angeles, CA. ALFA currently owns six affordable rental housing developments in California consisting of 667 total units.

The development is an existing apartment community located at 7451 Gatehouse Circle, Orlando, Florida consisting of a total of 220 apartment units. The sponsors have proposed that Orange County Housing Finance Authority issue up to \$12,200,000 of multifamily housing revenue bonds to finance a first lien mortgage loan. The bond proceeds along with other sources described below will be used by the applicant for the acquisition and rehabilitation of Oasis Club Apartments.

In accordance with the tax exempt bond requirements, a minimum of 40% of the rental units will be set aside for rental to persons or families with household incomes of 60% or less of the Area Median Income.

In addition to net proceeds of the bonds, the sources of funds for this development anticipate the following financing sources: (a) Federal Tax Credit equity in the amount of \$5,287,845 and (b) deferred developer fee in the amount of \$2,224,465. The proposed financing plan anticipates acquisition, construction, financing and other development costs currently expected to total approximately \$32,693,127.



## **Proposed Debt Structure**

The multifamily mortgage revenue bonds will be short term construction bond only and will be secured at all times by qualified investment grade investments. The bonds will be privately placed and are not expected to be rated by a major rating agency. The bonds will be fully redeemed upon completion of construction, in part from the proceeds of the sale of a taxable GNMA security securing an FHA 220(d)(4) insured first mortgage loan on the property. The bonds will bear a fixed or variable rate of interest and will meet all of the underwriting requirements of the Orange County Housing Finance Authority for such underwritten and publically offered bonds.

## **Method of Bond Sale**

The Applicant has not designated a bond underwriter or structuring agent.

## **Equity**

The tax credits will be purchased by a to-be-determined equity investor in return for a 99.99% limited partnership interest in the property.

## **Credit Underwriting**

Pursuant to Orange County Housing Finance Authority's policy, the proposed financing will be subject to credit underwriting by a third party firm qualified in affordable housing real estate underwriting and loan servicing. A credit underwriting report acceptable to the Orange County Housing Finance Authority will be required prior to authorizing the issuance of the bonds.

## **Investment of Proceeds**

To the extent bond proceeds will be available to be drawn down during construction, the Orange County Housing Finance Authority will require such proceeds be invested pursuant to its investment policy. If applicable, CSG Advisors will oversee competitive bidding of any investment agreements.



**ATTACHMENT 'E'**

**OCHFA Staff Report of the  
5/02/12 Board Meeting and  
Approved Resolution**





ORANGE COUNTY  
HOUSING FINANCE AUTHORITY

APPROVED  
BY ORANGE COUNTY HOUSING FINANCE  
AUTHORITY BOARD OF DIRECTORS

ORCMA 5/2/12

W.D. MORRIS  
EXECUTIVE DIRECTOR

DISCUSSION ITEM

MEMORANDUM

BOARD OF DIRECTORS

CLEMENTE CUEVAS  
CHAIRMAN

SASCHA RIZZO  
VICE CHAIRMAN

JEFF STUEVE  
BOARD MEMBER

MARSHALL SIPLIN  
BOARD MEMBER

BARBARA ASHLEY-JONES  
BOARD MEMBER

TO: OCHFA Board of Directors

FROM: W.D. Morris, Executive Director

DATE: April 24, 2012

RE: **CONSIDER APPROVAL OF THE REIMBURSEMENT  
RESOLUTION FOR MULTI-FAMILY TAX-EXEMPT BONDS  
PROPOSAL SUBMITTED FOR INDUCEMENT UNDER THE 2012  
OPEN CYCLE PROCESS FOR THE OASIS CLUB APARTMENTS,  
NOT-TO-EXCEED \$12.2MM – REGION 14.  
MAY 2, 2012 REGULAR BOARD OF DIRECTORS' MEETING**

**BACKGROUND**

On April 23, 2012, the Authority received the Oasis Club Apartments proposal under the 2012 Open Cycle Allocation Process. The Open Cycle process allows developers to submit Multi-Family proposals for the Authority's consideration throughout the year, or as long as Volume Cap Allocation remains available.

Once the Reimbursement Resolution is approved by the Board, staff will conduct a TEFRA Hearing; subsequent to the TEFRA Hearing, staff will submit a package to the Board of County Commissioners' (BCC) for an Authorizing Resolution approval. After BCC approval, the request will be submitted to the Division of Bond Finance for Volume Cap Allocation.

**CURRENT**

The proposed development is submitted on behalf of the Goldenrod Road Partners, LTD, a Florida Limited Partnership; and the developer of the project is Assisted Living Foundation of America (ALFA), a 501(c)3 organization, established as a Texas non-profit corporation. ALFA Goldenrod LLC, a Florida Limited Liability company, whose sole member is ALFA. The Developer, ALFA, currently owns six (6) affordable housing developments in California, consisting of 667-units.

The Oasis Club is an existing 220-unit community with 100% of the units, set-aside at 60% Area Median Income (AMI). This community was built in 1995, under the 9% Tax Credit Program and is currently operating at approximately 93% occupancy. The proposed rents will range from \$671.<sup>00</sup> - \$782.<sup>00</sup> per month – a decrease from the current rents; with a unit mix of: 112-2bd/ 2ba and 108-3bd/ 3ba.



The proposed transaction involves (1) short-term tax-exempt bonds (2) FHA Insured 221(d)(4) loan; (3) 4% Tax Credits; and (4) deferral of a portion of the Developer Fee. The proposed structure of the 221(d)(4) loan provides permanent financing for the development; and the short-term collateralized tax-exempt bonds qualify the development for 4% Housing Tax Credits. The bonds will be paid-off following completion of the rehabilitation and the development is placed in service (15-18 months). The Tax-Exempt bonds will be secured at all times by qualified investments. The structure will utilize unrated bonds, which must comply with the Authority's Unrated Bond Policy.

The development is located in Unincorporated Orange County (Region-14), City of Orlando, at 7451 Gatehouse Circle, off Goldenrod Rd. – just south of E. Colonial Dr. The proposed development meets the Authority's Threshold Criteria for inducement. A copy of the Reimbursement Resolution and Analysis of Proformas are included for your review.

#### **ACTION REQUESTED**

Board approval of the Reimbursement Resolution in an amount not-to-exceed \$12.2MM for the proposed Multi-Family development, Oasis Club Apartments and authorization for staff and Board Counsel to take the required steps to complete the TEFRA Hearing process, with subsequent submission to the Division of Bond Finance.



*ORCMA 1 5/2/12*

RESOLUTION NO. 2012-04

**A RESOLUTION DECLARING THE OFFICIAL INTENT  
OF ORANGE COUNTY HOUSING FINANCE AUTHORITY  
TO REIMBURSE ITSELF AND/OR GOLDENROD ROAD  
PARTNERS, LTD. FROM THE PROCEEDS OF DEBT FOR  
CERTAIN EXPENSES TO BE INCURRED WITH RESPECT  
TO A CERTAIN MULTIFAMILY HOUSING PROJECT;  
AND AUTHORIZING CERTAIN INCIDENTAL ACTIONS.**

**WHEREAS**, in connection with the acquisition and rehabilitation of a certain multifamily housing residential rental facility described herein by Orange County Housing Finance Authority (the "Issuer") through a loan to Goldenrod Road Partners, Ltd. (the "Owner"), the Issuer and the Owner expect to incur expenses for which the Issuer and/or the Owner will advance internal funds; and

**WHEREAS**, the Issuer intends to reimburse itself and the Owner for all or a portion of such expenses from the proceeds of debt to be issued by the Issuer and loaned to the Owner.

**NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY  
HOUSING FINANCE AUTHORITY:**

1. **Findings.** It is hereby found, ascertained, determined and resolved that:

(a) There is a shortage of low, middle and moderate housing available as rentals in Orange County, Florida;

(b) This shortage of housing cannot be relieved except through the encouragement of investment by private enterprise;

(c) The financing, acquisition and rehabilitation of rental housing for low, middle, and moderate income persons and families in Orange County, Florida, constitutes a public purpose;

(d) A multifamily housing project consisting of 220 units, located at 7451 Gatehouse Circle, Orlando, Orange County, Florida 32807, to be rehabilitated by the Owner, currently known as Oasis Club (the "Development"), will assist in alleviating the shortage of rental housing for low, middle and moderate income residents of Orange County;

(e) The Owner has requested the Issuer to issue revenue bonds (the "Bonds") in an amount which, together with other available funds, will be sufficient to finance the cost of the acquisition and rehabilitation of the Development and to pay other costs and fees incidental to the issuance of the Bonds. The Bonds are to be secured by certain assets, revenues and moneys described in the trust indenture securing such bonds. By virtue of the provisions of Section 142 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations in effect thereunder or under the 1954 Code, the interest on the Bonds will be excludable from gross income for federal income tax purposes if certain criteria fixed by said provisions (the "Tax Requirements") are met;



(f) The Tax Requirements provide, among other things, that if, as in the case of the Development, the original use of a development commences (or the acquisition of a development occurs) on or after the date that obligations are issued to provide such development, an official intent with respect to such obligations must be adopted by the issuer of such obligations within 60 days after the commencement of the construction or acquisition of such development;

(g) The Owner has agreed or will agree (i) to make all units available for rental by members of the general public and (ii) not to rent any unit to the owner of the Development or to any person related (as defined in said Treasury regulations) to such owner.

**2. Declaration of Official Intent.** The Issuer hereby declares its official intent to reimburse itself and the Owner from the proceeds of tax-exempt debt to be incurred by the Issuer or the Owner, respectively, for expenses incurred with respect to the Development within 60 days prior to the date of this Resolution and subsequent to the date of this Resolution. This Resolution is intended as a declaration of official intent under Treasury Regulation § 1.150-2. The tax-exempt debt to be issued to finance the Development is expected not to exceed an aggregate principal amount of \$12,200,000.

**3. Further Authorization.** The Issuer hereby authorizes Staff, General Counsel and Bond Counsel to negotiate and prepare a plan of financing and to commence the structuring of a debt instrument or instruments to provide up to \$12,200,000 in tax-exempt financing for the Development in order to maintain rental units for low, middle, or moderate income persons and families in a qualifying housing development, including reimbursement for qualified costs incurred pursuant to Treasury Regulation § 1.150-2. The financing of the qualifying housing development shall, however, be conditioned upon the following:

(a) The plan of financing for the development shall include a rent schedule to be approved by the Issuer.

(b) The plan of financing shall include tenant income restriction provisions in compliance with section 142(d) of the Code.

(c) The Owner shall not discriminate in the use, occupancy or rental of the units against persons or families with children.

(d) Any non-revenue units for Owner use, such as models and manager apartments, must be financed at Owner's expense from other than Bond proceeds.

**4. Conditions.** In the event that the Issuer and the Owner are unable to reach an agreement with respect to the terms and details of the Bonds or the contracts therefor, or if other circumstances prevent the issuance of the Bonds, there shall be no resultant liability on either the Issuer or the Owner nor shall any third party have any rights against either the Issuer or the Owner by virtue of this resolution. The obligation of the Issuer to issue the Bonds pursuant to this Resolution is further conditioned upon the following:

(a) The information contained in the application of the Owner and now on file with the Issuer shall not change in any material respect. Any such material change shall be brought to



the attention of the Issuer immediately in writing for further consideration by the Issuer and its General Counsel and Bond Counsel.

(b) A public hearing shall have been conducted as required by Section 147(f) of the Code.

(c) Upon issuance and delivery of the Bonds there shall be delivered to the Issuer an opinion of Bond Counsel to the effect that the Bonds are valid and binding obligations of the Issuer and that interest on the Bonds is excludable from gross income for federal income tax purposes.

(d) The Bonds shall be issued and delivered within 12 months from the date of adoption of this Resolution, unless such date is extended by resolution of the Issuer.

**5. Other Conditions.** The Owner has agreed to comply with all land use restrictions relating to tax-exempt financing including but not limited to those promulgated pursuant to Section 142(d) of the Code. The Owner acknowledges that the adoption of this resolution in no way implies final approval of the proposed transaction, such transaction being subject to all policies, guidelines and procedures of the Issuer and a majority affirmative vote of its Board.

**6. Incidental Action.** Any member of the Issuer and General Counsel and Bond Counsel to the Issuer are hereby authorized to take such actions as may be necessary to carry out the purpose of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



7. **Effective Date**. This Resolution shall take effect immediately upon its adoption.

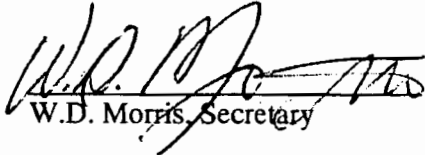
Passed this 2<sup>nd</sup> day of May, 2012.

[S E A L]

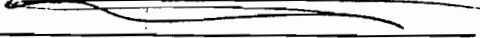
ORANGE COUNTY HOUSING FINANCE  
AUTHORITY

By: Clemente Cuenca

ATTEST:

  
W.D. Morris, Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By:   
Greenberg Traurig, P.A.  
General Counsel

182,497,742  
011296027300



## **ATTACHMENT 'F'**

### **Proof of Publication of TEFRA Public Hearing and TEFRA Public Hearing Minutes**



**NOTICE OF PUBLIC HEARING  
ORANGE COUNTY HOUSING FINANCE AUTHORITY  
RESIDENTIAL RENTAL PROJECTS**

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its (i) not to exceed \$14,500,000 Multifamily Housing Revenue Bonds, Series [to be designated] (Dovetail Villas Apartment Homes), and (ii) not to exceed \$12,200,000 Multifamily Housing Revenue Bonds, Series [to be designated] (Oasis Club) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition and rehabilitation of the following residential rental projects:

<b><u>PROJECT/LOCATION</u></b>	<b><u>NO. OF UNITS</u></b>	<b><u>OWNER</u></b>
(i) <b>Dovetail Villas Apartment Homes</b> On and around 5916 Mausser Drive, Orlando, Orange County, Florida 32822	<b>232</b>	Agape Dovetail Villas, Limited Partnership, a Florida limited partnership
(i) <b>Oasis Club</b> On and around 7451 Gatehouse Circle, Orlando, Orange County, Florida 32807	<b>220</b>	Goldenrod Road Partners, Ltd., a Florida limited partnership

The public hearing will be held at the following time and location:

<b><u>TIME</u></b>	<b><u>LOCATION</u></b>
(i) <b>Dovetail Villas Apartment Homes</b> 10:00 to 10:30 A.M. Tuesday, May 22, 2012	Orange County Administration Center 3 <sup>rd</sup> Floor, OMB Conference Room 201 South Rosalind Avenue Orlando, Florida 32801
(ii) <b>Oasis Club</b> 10:45 to 11:15 A.M. Tuesday May 22, 2012	

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before May 18, 2012. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority  
2211 E. Hillcrest Street  
Orlando, Florida 32803  
Attention: Executive Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, 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.



# Orlando Sentinel

Orange Cnty Financing Authy  
2211 HILLCREST STREET

ORLANDO, FL 32803

Before the undersigned authority personally appeared Pam L. Davis/Tamela Vargas/Deborah M. Toney, who on oath says that s/he is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published in Orange County, Florida; that the attached copy of advertisement, being a Public Hearing in the matter of DOVETAIL/OASIS MEETINGS in the Orange County \_\_, was published in said newspaper in the issue(s); of

05/05/12

Affiant further says that the said Orlando Sentinel is a newspaper published in said Orange County, Florida, and that the said newspaper has heretofore been continuously published in said Orange County, Florida, each week day and has been entered as second-class mail matter at the post office in said Orange County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that s/he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 8 day of May, 2012, Pam L. Davis/Tamela Vargas/Deborah M. Toney, who is personally known to me and who did take an oath.

*Tamela Vargas*  
*Deborah M. Toney*



DEBORAH M. TONEY  
NOTARY PUBLIC  
STATE OF FLORIDA  
Commission #0003852  
Expires 11/10/2017

## Public Hearing Notices

NOTICE OF PUBLIC HEARING  
ORANGE COUNTY HOUSING FINANCE  
AUTHORITY-RESIDENTIAL RENTAL PROJECTS

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its (i) not to exceed \$14,500,000 Multifamily Housing Revenue Bonds, Series (to be designated) (Dovetail Villas Apartment Homes), and (ii) not to exceed \$12,200,000 Multifamily Housing Revenue Bonds, Series (to be designated) (Oasis Club) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition and rehabilitation of the following residential rental projects:

### PROJECT/LOCATION

(i) Dovetail Villas Apartment Homes  
On and around 5916 Mausser Drive,  
Orlando, Orange County, Florida 32822

NO. OF UNITS  
232

### OWNER

Agape Dovetail Villas, Limited Partnership, a Florida limited partnership

### PROJECT/LOCATION

(ii) Oasis Club  
On and around 7451 Gatehouse Circle,  
Orlando, Orange County, Florida 32807

NO. OF UNITS  
220

### OWNER

Goldenrod Road Partners, Ltd., a  
Florida limited partnership

The public hearing will be held at the following time and location:

### TIME

(i) Dovetail Villas Apartment Homes  
10:00 to 10:30 A.M.  
Tuesday, May 22, 2012

### (ii) Oasis Club

10:45 to 11:15 A.M. Tuesday May 22, 2012

### LOCATION

Orange County Administration Center  
3rd Floor, OMB Conference Room 201  
South Rosalind Avenue Orlando, Florida 32801

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before May 18, 2012. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing  
Finance Authority  
2211 E. Hillcrest Street  
Orlando, Florida 32803  
Attention: Executive Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, 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.

COR1185764

5/5/2012





ORANGE COUNTY  
HOUSING FINANCE AUTHORITY

W.D. Morris  
EXECUTIVE DIRECTOR

BOARD OF DIRECTORS

Clemente Cuevas  
CHAIRMAN

Sascha Rizzo  
VICE CHAIRMAN

Jeffery A. Stueve  
BOARD MEMBER

Barbara Ashley Jones  
BOARD MEMBER

MARSHALL SIPLIN  
BOARD MEMBER

**MEMORANDUM**

TO: **FILE**  
FROM: Mildred Guzman, Multi Family Program Administrator  
DATE: May 22, 2012  
RE: TEFRA Hearing Meeting Minutes for Multi Family Housing Tax Exempt Bonds

Today, Tuesday, May 22, 2012 at 10:45 AM. a TEFRA Public Hearing was conducted in Orange County at the Orange County Administration Center, 3<sup>rd</sup> floor, OMB Conference Room.

The meeting was presided over by Mildred Guzman, Multi-Family Program Administrator. Those in attendance were: W.D. Morris, OCHFA and Ms. Yuan Cochran, OCFBS

The purpose of the hearing was to receive public comments regarding the issuance by the Orange County Housing Finance Authority of Multi-Family Housing Revenue Bonds for the finance, acquisition and rehabilitation of a proposed multi-family development in Orange County as follows:

PROJECT/LOCATION	NO. OF UNITS	OWNER	AMOUNT NOT TO EXCEED
<b>Oasis Club Apartments</b> On and around 7451 Gatehouse Circle, Orlando, Orange County, Florida 32807 <b>Commission District # 3</b>	<b>220</b>	Goldenrod Road Partners, Ltd., a Florida limited partnership	<b>\$12,200,000</b>

No comments, oral or written, were presented during the hearing. The meeting was adjourned at 11:15 AM.



2012 - -  
**RESOLUTION**

**WHEREAS**, the **ORANGE COUNTY HOUSING FINANCE AUTHORITY** (the "Authority") was created pursuant to Ordinance 78-18, codified in the Code of Orange County at Section 2-151 *et seq*; and

**WHEREAS**, the Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") has created a requirement that all industrial development bonds issued after December 31, 1982, for the purpose of financing multifamily housing developments require approval by the Authority, and each governmental unit having jurisdiction over the area in which the bond financed facility is located; and

**WHEREAS**, such approval is to be given after a public hearing for which reasonable notice has been given; and

**WHEREAS**, the Authority is contemplating the issuance of up to \$12,200,000 Orange County Housing Finance Authority Multifamily Housing Revenue Bonds, Series [to be designated] (Oasis Club) (the "Bonds"), the proceeds of which would finance the acquisition and rehabilitation of a residential rental project for persons of low, middle and moderate income (the "Project"), to be owned by Goldenrod Road Partners, Ltd., a limited partnership formed under the laws of the State of Florida.

**PROJECT/LOCATION**

**NUMBER OF UNITS**

Oasis Club

220

On and around 7451 Gatehouse Circle, Orlando,  
Orange County, Florida

**WHEREAS**, a public hearing was held at 10:45 A.M. on Tuesday, May 22, 2012, with regard to financing this qualified housing development, at the place and time described in the Notice of Public Hearing attached hereto as Exhibit A, which Notice was published at least 14 days in advance of the hearing date in a newspaper of general circulation in Orange County; and

**WHEREAS**, the Authority has presented the issue in the aggregate principal amount set forth above for approval to the Board of County Commissioners of Orange County;

**THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:**

**SECTION 1. Authority.** This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapters 125 and 166, Florida Statutes, and other applicable provisions of law.

**SECTION 2. Findings.** The Board hereby finds, determines and declares as follows:



The Board is the elected legislative body of Orange County and has jurisdiction over the Project located in Orange County, Florida.

**SECTION 3. Approval.** For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Board hereby approves the issuance of the Bonds to finance the Project, acknowledging, however, that the Bonds will not be issued until the Authority gives its final approval to the issuance of the Bonds.

**SECTION 4. Limited Approval.** The approval given herein shall be solely for the purpose of satisfying the requirements of Section 147(f) of the Code and shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any rezoning application or approval or acquiescence to the alteration of existing zoning or land use or approval for any regulatory permit relating to the Project, or creating any vested right with respect to any land use regulations, and the Board shall not be construed by virtue of its adoption of this Resolution to have made any such endorsement, finding or recommendation or to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard. Further, the approval by the Board of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and rehabilitation of the Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.



**SECTION 5. Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 19<sup>th</sup> day of June, 2012.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Orange County Mayor

Attest: Martha O. Haynie, Orange  
County Comptroller as Clerk of the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk



**EXHIBIT A**  
**NOTICE OF PUBLIC HEARING**  
**ORANGE COUNTY HOUSING FINANCE AUTHORITY**  
**RESIDENTIAL RENTAL PROJECTS**

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its (i) not to exceed \$14,500,000 Multifamily Housing Revenue Bonds, Series [to be designated] (Dovetail Villas Apartment Homes), and (ii) not to exceed \$12,200,000 Multifamily Housing Revenue Bonds, Series [to be designated] (Oasis Club) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition and rehabilitation of the following residential rental projects:

PROJECT/LOCATION	NO. OF UNITS	OWNER
(i) <u>Dovetail Villas Apartment Homes</u> On and around 5916 Mäusser Drive, Orlando, Orange County, Florida 32822	232	Agape Dovetail Villas, Limited Partnership, a Florida limited partnership
(ii) <u>Oasis Club</u> On and around 7451 Gatehouse Circle, Orlando, Orange County, Florida 32807	220	Goldenrod Road Partners, Ltd., a Florida limited partnership

The public hearing will be held at the following time and location:

TIME	LOCATION
(i) <u>Dovetail Villas Apartment Homes</u> 10:00 to 10:30 A.M. Tuesday, May 22, 2012	Orange County Administration Center 3 <sup>rd</sup> Floor, OMB Conference Room 201 South Rosalind Avenue Orlando, Florida 32801
(ii) <u>Oasis Club</u> 10:45 to 11:15 A.M. Tuesday May 22, 2012	

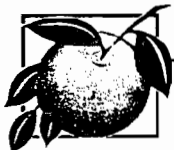
Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before May 18, 2012. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority  
2211 E. Hillcrest Street  
Orlando, Florida 32803  
Attention: Executive Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, 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.

182,541,385  
011296027300





*W.D. Morris*  
EXECUTIVE DIRECTOR

**MEMORANDUM**

**BOARD OF DIRECTORS**

*Clemente Cuevas*  
CHAIRMAN


*Sascha Rizzo*  
VICE CHAIRMAN

*JEFF STUEVE*  
BOARD MEMBER

*MARSHALL SIPLIN*  
BOARD MEMBER

*Barbara Ashley Jones*  
BOARD MEMBER

TO: Mayor Teresa Jacobs  
and  
Orange County Board of County Commissioners

FROM: W.D. Morris, Executive Director   
Orange County Housing Finance Authority

CONTACT: Mildred Guzman, Multi-Family Program Administrator  
Orange County Housing Finance Authority  
407-894-0014, Ext. 310

DATE: May 22, 2012

SUBJECT: ORANGE COUNTY HOUSING FINANCE AUTHORITY - APPROVAL AND  
EXECUTION OF THE AUTHORIZING RESOLUTION FOR THE ISSUANCE  
OF MULTIFAMILY HOUSING REVENUE BONDS, TO FINANCE THE  
ACQUISITION AND REHABILITATION OF DOVETAIL VILLAS  
APARTMENT HOMES, A PROPOSED TRANSACTION IN ORANGE  
COUNTY, FLORIDA, IN AN AMOUNT NOT TO EXCEED \$14,500,000.

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS MEETING  
JUNE 19, 2012 - CONSENT AGENDA.

The Tax Equity and Fiscal Responsibility Act of 1982 ("TEFRA") created a requirement that all industrial development bonds issued after December 31, 1982, for the purpose of financing multifamily housing developments require approval by the Orange County Housing Finance Authority (OCHFA), and each governmental unit having jurisdiction over the area in which the bond financed facility will be located.

**BACKGROUND:**

At its Board meeting of May 2, 2012, OCHFA's Board approved a Reimbursement Resolution for an amount not to exceed \$14,500,000 for financing the acquisition and rehabilitation of a multifamily development, Dovetail Villas Apartment Homes, in Orange County; utilizing Mortgage Revenue Bonds.

**CURRENT:**

The proposed transaction is submitted on behalf of the American Agape Foundation, Inc. (AAFI), the proposed developer of the project; a non-for-profit entity based in San Antonio, Texas and incorporated in Delaware. AAFI was founded in 1988, and is the current owner of six (6) affordable multi-family developments; one of which is in Florida. Agape Dovetail Villas, LLC (General Partner) is the borrower and is a Florida not-for-profit entity, created by the AAFI for the express purpose of the acquisition, rehabilitation and ownership of the development. Agape Dovetail Villas, LLC is the sole member of the General Partnership, having Mike Goodwin as its President.



**PROJECT DESCRIPTION:**

The proposed transaction is for an existing 232-unit community; with existing set-aside of 50% of the units at 60% Area Median Income (AMI) and 50% at Market rate rents. The proposed set-asides are 100% at 60% AMI, with rents ranging from \$586.<sup>00</sup> - \$868.<sup>00</sup> per month. The unit mix consists of 32-1bd/ 1ba; 126-2bd/ 2ba; 66-3bd/ 2ba and 8-4bd/ 2ba. The developer has estimated that \$2,412,829 will be utilized to rehabilitate the development based on a Property Assessment /Condition Report. The proposed transaction involves a Private Placement structure whereby, the bonds will be purchased by America First Tax Exempt Investors, LP. (AFTEI) The company was established in 1998, for the purpose of acquiring, holding, selling and dealing with portfolio of federally tax-exempt mortgage revenue bonds, which were issued to provide construction and/or permanent financing of multi-family residential properties.

<u>PROJECT/LOCATION</u>	<u>NO. OF UNITS</u>	<u>OWNER</u>	<u>AMOUNT</u>
Dovetail Villas Apartment Homes On and around 5916 Mausser Drive, Orlando, Orange County, Florida 32822 Commission District # 3	232	Agape Dovetail Villas, Limited Partnership, a Florida limited partnership	\$14,500,000

The following information is provided as required by the County's Debt Issuance Policy. OCHFA will produce an Official Statement and related offering documents for this bond issue.

Attachment A . . . . .	Project Description and Location Map
Attachment B . . . . .	Related Financials
Attachment C . . . . .	Proforma
Attachment D . . . . .	Financial Advisor's Summary of Sales Method
Attachment E . . . . .	OCHFA Staff Report of the 5/02/12 Board meeting and Approved Resolution
Attachment F . . . . .	Proof of Publication of TEFRA Public Hearing and TEFRA Public Hearing Minutes

The TEFRA hearing was held on Tuesday, May 22, 2012 at the Orange County Administration Building on the third floor, OMB Conference Room. The results of the Public Hearing are included as Attachment F – Public Hearing Minutes.

**ACTION REQUESTED:**

APPROVAL AND EXECUTION OF THE AUTHORIZING RESOLUTION FOR THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS, TO FINANCE THE ACQUISITION AND REHABILITATION OF DOVETAIL VILLAS APARTMENT HOMES, A PROPOSED TRANSACTION IN ORANGE COUNTY FLORIDA, DISTRICT #3. IN AN AMOUNT NOT TO EXCEED \$14,500,000 OF MORTGAGE REVENUE BONDS.

**Attachments**

cc: Warren S. Bloom, General Counsel, OCHFA  
Joel D. Prinsell, Deputy County Attorney  
Lila McHenry, Assistant County Attorney  
Jim Moye, Chief Deputy Comptroller  
Fred Winterkamp, Manager – Fiscal & Business  
Agenda Development  
Clerk to the Board of County Commissioners



## **ATTACHMENT 'A'**

### **Project Description And Location Map**



# THE DEVELOPMENT

Dovetail Villas Apartments  
5916 Mausser Drive  
Orlando, FL 32822

Year Built - Phase I 72 Units 1981  
Phase II 160 Units 1994

Land Area - 17.4 Acres

Development Type - Garden Style Apartments

Construction - Slab on grade. Wood Framing. Masonry and wood panel exterior

Number of Buildings - 29 (24 Residential)

Number of Units - 232

Rentable Square Feet - 253,336

Description of Units -

1 Bedroom 1 Bath (Phase I)	8 @ 875 Sq. Ft.
1 Bedroom 1 Bath (Phase II)	24 @ 707 Sq. Ft.
2 Bedroom 2 Bath (Phase I)	28 @ 1,150 Sq. Ft.
2 Bedroom 2 Bath (Phase I)	2 @ 1,375 Sq. Ft.
2 Bedroom 2 Bath TH (Phase I)	12 @ 1,385 Sq. Ft.
2 Bedroom 2 Bath (Phase II)	84 @ 1,008 Sq. Ft.
3 Bedroom 2 Bath (Phase I)	22 @ 1,375 Sq. Ft.
3 Bedroom 2 Bath (Phase II)	44 @ 1,397 Sq. Ft.
4 Bedroom 2 Bath (Phase II)	8 @ 1,397 Sq. Ft.

Rental Rates - Maximum tenant Paid Rent set by Housing Credit Guidelines

1 Bedroom	\$586
2 Bedroom	\$698
3 Bedroom	\$797
4 Bedroom	\$868



Amenities -

Business Center With Free Internet Access

Activity Center

Library

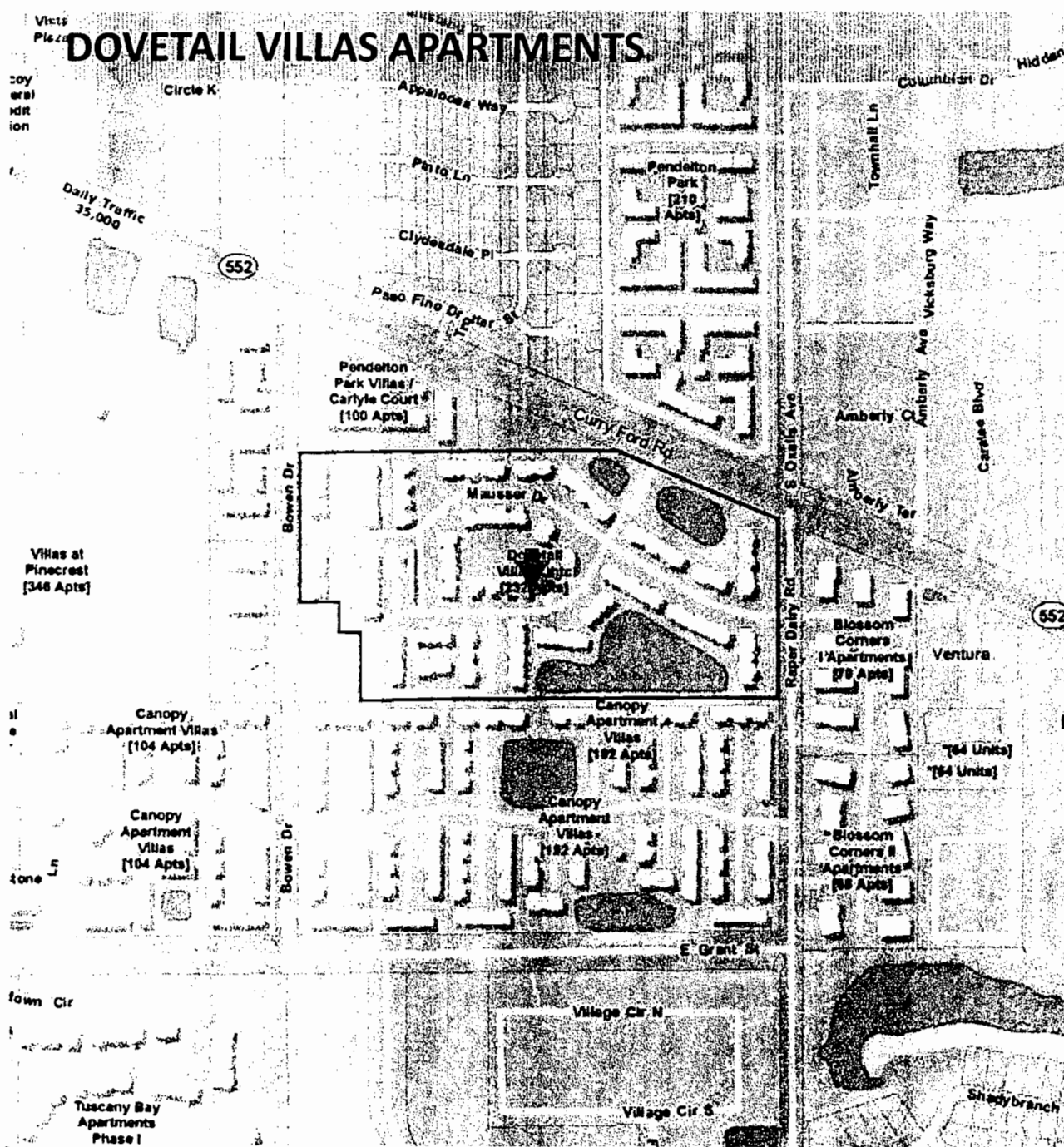
Swimming Pool

Sports Court

Dog Run

Washer Dryer Hook-Ups in Each Unit





**PARCEL ID** 03-23-30-2176-00-010  
**STREET ADDRESS** 5916 MAUSSER DR  
**NAME (1)** AOH-DOVETAIL VILLAS LLC  
**MAILING ADDRESS** 7334 BLANCO RD STE 200  
**CITY, STATE, ZIP** SAN ANTONIO, TX. 78216  
**COUNTRY**  
**CITY CODE** Orlando  
**MILLAGE CODE** 08  
**PROPERTY USE CODE** 0301  
**ST PLANE X-COORD** 558490.02  
**ST PLANE Y-COORD** 1521860.22  
**PARCEL** 302303217600010

**TAX YEAR 2012 WORKING VALUE**

**LAND (MKT) VALUE** \$3,480,000  
**BUILDING VALUE** \$4,225,820  
**EXTRA FEATURE VALUE** \$0  
**MARKET (JUST) VALUE** \$7,705,820  
**ASSESSED VALUE** \$7,705,820

**VIEW MY ELECTED REPRESENTATIVES**

**US CONGRESS** Daniel Webster (DISTRICT 8)  
**STATE SENATE** Gary Siplin (DISTRICT 19)  
**STATE HOUSE** Darren Soto (DISTRICT 49)  
**COUNTY COMMISSIONER** John Martinez (DISTRICT 3)  
**SCHOOL BOARD** Daryl Flynn (DISTRICT 2)



## **ATTACHMENT 'B'**

### **Related Financials**



# FINANCING PLAN

The Financing Plan consists of four elements:

1. Multifamily Mortgage Revenue Bonds issue by the Orange County Housing Finance Agency (\$13,320,000). Upon issue, the bonds will be privately placed. The Bond Investor will be the America First Tax Exempt Investors, L.P. See attached information.
2. Multifamily 4% non-competitive Housing Credits issued by the Florida Housing Finance Corporation. The Application for the Housing Credits will be submitted when this Application for MMRB funding enters underwriting (\$6,334,046 estimated equity funding from the sale of the Housing Credits).
3. Deferral of approximately 66% of the Developer Fee associated with this transaction (\$2,112,569).
4. A \$1 million City/County contribution.



**DOVETAIL VILLAS**  
**CLASSIFICATION OF APPLICATION OF FUNDS**

Category	Costs	Residential Depreciable	Commercial Depreciable	Nondepreciable	Expensed	Amortized	Historic Credit	30% PV Credit	70% PV Credit
<b>To Purchase Land and Buildings</b>									
Land	750,000			750,000					
Existing Structures	13,397,269	13,397,269						13,397,269	
Demolition	0			0					
Other	0	0		0					
Other	0								
<b>For Site Work</b>									
Walks	0	0							0
Curb & Gutter	0	0							0
Street Paving	0	0							0
Other	0	0							0
<b>For Rehabilitation and New Construction</b>									
New Construction	0	0					0		0
Rehabilitation	3,402,667	3,402,667					0	3,402,667	
Rehabilitation Contingency	170,133	170,133					0	170,133	
Contractor General Requirements	0	0					0	0	
Contractor Overhead	0	0					0	0	
Contractor Profit	0	0					0	0	
Relocation Costs	0	0					0	0	
Covered Parking (non-basis)	0	0				0			0
<b>For Contingency</b>									
Construction Contingency	0	0					0		0
Soft Cost Contingency	0	0					0		0
Other	0	0							
<b>For Architectural and Engineering Fees</b>									
Architect Fee - Design	105,000	105,000					0	105,000	
Architect Fee - Supervision	0	0					0	0	
Third Party Reports	0	0					0	0	
Landscape Architect	0	0					0	0	
Dougherty & Company - Real Estate Analysis	0	0					0	0	
Survey	5,000	5,000					5,000	5,000	
Lender's Arch. Review	0	0					0	0	
Title & recording	75,000	75,000					0	75,000	
Other	0	0							
<b>For Interim Costs</b>									
Construction Insurance	0	0					0		0
Construction Interest-Bonds	500,000	500,000					0	500,000	
Construction Interest-Neg Arb	0	0					0	0	
Real Estate Taxes	0	0					0	0	
Predevelopment Loan Interest (est.)	0	0					0	0	
Real Estate Attorney	90,000	90,000					0	90,000	
<b>For Financing Fees and Expenses</b>									
Financing Fees/Costs	0					0			
Relocation Costs	75,000					75,000			
Permanent Loan Origin Fee	0					0			
Permanent Loan Credit Enhancement	0					0			
Cost of Issuance	477,100					477,100			
Title and Recording	0					0			
Counsel's Fee	0					0			
Other Fees	0					0			
Other Lender Fees	0					0			
<b>Subtotal</b>	<b>19,047,169</b>	<b>17,745,069</b>	<b>0</b>	<b>750,000</b>	<b>0</b>	<b>552,100</b>	<b>5,000</b>	<b>13,397,269</b>	<b>4,347,800</b>
<b>For Soft Costs</b>									
Property Appraisal (Feasibility)	5,000	5,000					0		5,000
Market Study	5,000	5,000					0		5,000
Environmental Report/PCA Report	3,000	3,000					0		3,000
Tax Credit Fees - Underwriter	0					0	0		0
Tax Credit Consultants	0	0					0		0
Real Estate Consultants	0	0					0		0
Cost Certification	20,749	20,749					0		20,749



**DOVETAIL VILLAS**  
**CLASSIFICATION OF APPLICATION OF FUNDS**

Category	Costs	Residential Depreciable	Commercial Depreciable	Nondepreciable	Expensed	Amortized	Historic Credit	30% PV Credit	70% PV Credit
Tax Credit Fees Pd to State	73,697					73,697			
<b>For Syndication Costs</b>									
Organizational (Partnership)	0					0			
Bridge Loan Fees and Expenses	0					0			
Tax Credit Consultants	0			0					
Legal	0			0					
	0	0							
<b>For Developer's Fees</b>									
Developer's Overhead	0	0					0		0
Developer's Fee	3,190,000	3,190,000					0	2,408,675	781,325
General Partner Fee	0	0					0		0
Other	0	0							
<b>For Project Reserves</b>									
Contingency	0				0				
Debt Service Reserve	422,000			422,000					
Insurance	0				0				
Income from Project Operations	0				0				
Other	0				0				
<b>Subtotal</b>	<b>3,719,446</b>	<b>3,223,749</b>	<b>0</b>	<b>422,000</b>	<b>0</b>	<b>73,697</b>	<b>0</b>	<b>2,408,675</b>	<b>815,073</b>
<b>Subtotal from previous page</b>	<b>19,047,169</b>	<b>17,745,069</b>	<b>0</b>	<b>750,000</b>	<b>0</b>	<b>552,100</b>	<b>5,000</b>	<b>13,397,269</b>	<b>4,347,800</b>
<b>Total</b>	<b>22,766,615</b>	<b>20,968,818</b>	<b>0</b>	<b>1,172,000</b>	<b>0</b>	<b>625,797</b>	<b>5,000</b>	<b>15,805,944</b>	<b>5,162,873</b>



## **ATTACHMENT 'C'**

### **Proforma**



# PRO FORMA

Attached is the aggregated fifteen (15) year pro forma operating projection. Attached to that are the current Maximum Allowable Rent schedule with the current Utility Allowance schedule, the schedule detailing Other Income, the schedule showing the details of the aggregated Expense categories, and the schedule of Inflation and Vacancy Factors used for the out year projections.



DOVETAIL VILLAS																	
FORECAST OF NET CASH FLOW		11,980,275	10,183,234														
	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	TOTALS
<b>INCOME</b>																	
RENTAL INCOME - LOW INCOME UNIT	676,608	2,080,570	2,132,584	2,185,899	2,240,546	2,296,560	2,353,974	2,412,823	2,473,144	2,534,973	2,598,347	2,663,306	2,729,889	2,798,136	2,868,089	2,939,791	37,985,239
RENTAL INCOME - MARKET RATE UNIT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
RENTAL SUBSIDIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OTHER INCOME	44,080	134,885	137,583	140,335	143,142	148,005	148,925	151,904	154,942	158,041	161,202	164,426	167,715	171,069	174,490	177,980	2,376,724
GROSS INCOME	720,688	2,215,455	2,270,167	2,326,234	2,383,686	2,442,565	2,502,899	2,564,727	2,628,086	2,693,014	2,759,549	2,827,732	2,897,604	2,969,205	3,042,579	3,117,771	40,361,963
LESS: VACANCIES	(72,069)	(177,236)	(181,613)	(186,099)	(190,695)	(195,405)	(200,232)	(205,178)	(210,247)	(215,441)	(220,764)	(226,219)	(231,808)	(237,536)	(243,406)	(249,422)	(3,243,370)
TOTAL INCOME BEFORE OPERATING	648,619	2,038,219	2,088,554	2,140,135	2,192,993	2,247,160	2,302,667	2,359,549	2,417,839	2,477,573	2,538,785	2,601,513	2,665,796	2,731,669	2,799,173	2,868,349	37,118,593
<b>OPERATING EXPENSES</b>																	
ADMINISTRATIVE	51,128	157,987	162,727	167,609	172,637	177,818	183,150	188,645	194,304	200,133	206,137	212,321	218,691	225,252	232,010	238,970	2,989,517
OPERATING	142,954	441,727	454,979	468,628	482,687	497,168	512,083	527,445	543,268	559,666	576,353	593,644	611,453	629,797	648,691	668,152	8,358,595
MAINTENANCE	88,059	272,101	280,264	288,872	297,332	306,252	315,440	324,903	334,650	344,690	355,031	365,682	376,652	387,952	399,591	411,579	5,148,850
REAL ESTATE TAXES	46,687	144,200	148,526	152,982	157,571	162,298	167,167	172,182	177,347	182,667	188,147	193,791	199,605	205,593	211,761	218,114	2,728,618
REPLACEMENT RESERVE	27,067	81,200	83,636	86,145	88,729	91,391	94,133	96,957	99,866	102,862	105,948	109,126	112,400	115,772	119,245	122,822	1,537,299
ISSUER FEE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRUSTEE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ASSET MANAGEMENT FEE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL OPERATING EXPENSES	355,875	1,097,215	1,130,132	1,164,036	1,198,956	1,234,925	1,271,973	1,310,132	1,349,435	1,389,918	1,431,618	1,474,564	1,518,801	1,564,366	1,611,298	1,659,637	20,762,879
7.75%	3,777,342	12,141,987	12,366,735	12,594,826	12,826,284	13,061,097											
NET OPERATING CASH FLOW	292,744	941,004	958,422	976,099	994,037	1,012,235	1,030,694	1,049,417	1,068,404	1,087,655	1,107,169	1,126,949	1,146,995	1,167,303	1,187,875	1,208,712	16,355,714
DEBT SERVICE - BOND DEBT	(187,971)	(751,849)	(836,825)	(836,711)	(836,303)	(840,600)	(839,300)	(837,700)	(840,800)	(838,300)	(840,500)	(837,100)	(838,400)	(839,100)	(839,200)	(838,700)	(11,840,659)
DEBT SERVICE COVERAGE	1.56	1.25	1.15	1.17	1.19	1.20	1.23	1.25	1.27	1.30	1.32	1.35	1.37	1.39	1.42	1.44	
CASH FLOW AVAILABLE FOR 2ND MO	104,773	189,155	121,597	139,388	157,734	171,835	191,394	211,717	227,604	249,355	266,669	289,849	308,595	328,203	348,675	370,012	3,676,355
Add back RE Tax	161,440	333,355	270,123	292,370	315,305	333,933	358,561	383,899	404,951	432,022	454,816	483,640	508,200	533,796	560,436	588,126	6,404,973
DEBT SERVICE - 2ND MORTGAGE	(94,577)	(94,577)	(60,798)	(69,894)	(78,887)	(85,818)	(95,697)	(105,859)	(113,802)	(124,678)	(133,335)	(144,925)	(160,019)	0	0	0	(1,252,646)
DEBT SERVICE COVERAGE	1.11	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	6.17	0.00	0.00	0.00
CASH FLOW AVAILABLE FOR 3RD MO	161,636	427,933	330,921	362,065	394,172	419,750	454,258	489,757	518,753	556,699	588,150	628,564	766,776	861,999	909,111	958,138	8,828,682
DEBT SERVICE - 3RD MORTGAGE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DEBT SERVICE COVERAGE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CASH FLOW AVAILABLE FOR DEVELOP	161,636	427,933	330,921	362,065	394,172	419,750	454,258	489,757	518,753	556,699	588,150	628,564	766,776	861,999	909,111	958,138	8,828,682
DEBT SERVICE - DEVELOPER NOTE	(161,636)	(427,933)	(330,921)	(362,065)	(394,172)	(419,750)	(295,796)	0	0	0	0	0	0	0	0	0	(2,392,273)
CASH FLOW AVAILABLE FOR INCENTIVE MANAGEMENT FEE	0	(0)	0	(0)	0	0	158,462	489,757	518,753	556,699	588,150	628,564	766,776	861,999	909,111	958,138	6,436,409
INCENTIVE MANAGEMENT FEE	0	0	0	0	0	0	(118,847)	(367,318)	(389,065)	(417,524)	(441,113)	(471,423)	(575,082)	(646,499)	(681,833)	(718,604)	(4,827,308)
CASH FLOW AVAILABLE BEFORE TRANSFER FROM/(TO) RESERVES	0	(0)	0	(0)	0	0	39,615	122,439	129,688	139,175	147,037	157,141	191,694	215,500	227,278	239,534	1,609,101
TRANSFER FROM/(TO) LEASE-UP RES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRANSFER FROM/(TO) OPERATING R	0	0	(0)	0	(0)	(0)	(0)	0	0	0	0	0	0	0	0	0	0
CASH FLOW AVAILABLE FOR DISTRIB	0	0	0	0	0	0	39,615	122,439	129,688	139,175	147,037	157,141	191,694	215,500	227,278	239,534	1,609,101



**ATTACHMENT 'D'**  
**Financial Advisor's  
Summary of Sales Method**



**MEMORANDUM**

<b>TO:</b>	W.D. Morris, Executive Director
<b>FROM:</b>	Bob Detjen
<b>SUBJECT:</b>	Orange County Housing Finance Authority Multifamily Housing Revenue Bonds (Dovetail Villas Apartments)
<b>DATE:</b>	May 23, 2012

CSG Advisors serves as Financial Advisor to the Orange County Housing Finance Authority in connection with multifamily debt issues. In that capacity we are asked to comment on proposed multifamily debt issues under certain circumstances prior to submitting the TEFRA approval request to Orange County.

**Summary Description**

The applicant for Dovetail Villas Apartments is Agape Dovetail Villas, Limited Partnership. The Partnership and its General Partner entities are under sponsorship of, and are subordinates of, the American Agape Foundation, Inc. (AAFI), a Delaware not-for-profit developer and owner of multifamily affordable housing properties that is based in San Antonio, Texas and whose President is Mike Goodwin. AAFI was founded in 1988 and has been the Developer, Owner or General Partner of affordable housing properties in Texas, Arkansas, Oklahoma, Kansas, and Missouri. AAFI subordinate entities are currently the owners of nine affordable multifamily properties, including one in Florida. The Borrower Principals are Florida not-for-profit entities established for the express purpose of the acquisition and rehabilitation of the Dovetail Villas Apartments.

The development is an existing apartment community located at 5916 Mausser Drive, Orlando, Florida consisting of a total of 232 apartment units. The sponsors have proposed that Orange County Housing Finance Authority issue up to \$14,500,000 of multifamily housing revenue bonds to finance a first lien mortgage loan. The bond proceeds along with other sources described below will be used by the applicant for the acquisition and rehabilitation of Dovetail Villas Apartments.

In accordance with the tax exempt bond requirements, a minimum of 40% of the rental units will be set aside for rental to persons or families with household incomes of 60% or less of the Area Median Income.

In addition to net proceeds of the bonds, the sources of funds for this development anticipate the following financing sources: (a) an Orange County or City of Orlando contribution in the amount



of \$1,000,000, (b) Federal Tax Credit equity in the amount of \$6,334,046 and (c) deferred developer fee in the amount of \$2,112,569. The proposed financing plan anticipates acquisition, construction, financing and other development costs currently expected to total approximately \$22,766,615.

### **Proposed Debt Structure**

The multifamily mortgage revenue bonds will have up to a thirty-two (32) year term and will be secured by a thirty (30) year first mortgage loan with a thirty-five (35) year amortization. The bonds will be privately placed, and are not expected to be rated by a major rating agency. The bonds will bear either a fixed rate of interest over the life of the bonds subject to the Purchaser, and will meet all of the underwriting requirements of the Orange County Housing Finance Authority for such unrated and privately placed bonds.

### **Method of Bond Sale**

The bond purchaser will be the American First Tax Exempt Investors, L.P. The Applicant has not designated a bond underwriter or structuring agent.

### **Equity**

The tax credits will be purchased by a to-be-determined equity investor in return for a 99.99% limited partnership interest in the property.

### **Credit Underwriting**

Pursuant to Orange County Housing Finance Authority's policy, the proposed financing will be subject to credit underwriting by a third party firm qualified in affordable housing real estate underwriting and loan servicing. A credit underwriting report acceptable to the Orange County Housing Finance Authority will be required prior to authorizing the issuance of the bonds.

### **Investment of Proceeds**

To the extent bond proceeds will be available to be drawn down during construction, the Orange County Housing Finance Authority will require such proceeds be invested pursuant to its investment policy. If applicable, CSG Advisors will oversee competitive bidding of any investment agreements.



**ATTACHMENT 'E'**

**OCHFA Staff Report of the  
5/02/12 Board Meeting and  
Approved Resolution**





ORANGE COUNTY  
HOUSING FINANCE AUTHORITY

APPROVED  
BY ORANGE COUNTY HOUSING FINANCE  
AUTHORITY BOARD OF DIRECTORS

OROMAN 5/2/12

W.D. MORRIS  
EXECUTIVE DIRECTOR

DISCUSSION ITEM

## MEMORANDUM

BOARD OF DIRECTORS

CLEMENTE CUEVAS  
CHAIRMAN

SASCHA RIZZO  
VICE CHAIRMAN

JEFF STUEVE  
BOARD MEMBER

MARSHALL SIPLIN  
BOARD MEMBER

BARBARA ASHLEY-JONES  
BOARD MEMBER

TO: OCHFA Board of Directors

FROM: W.D. Morris, Executive Director

DATE: April 23, 2012

RE: **CONSIDER APPROVAL OF THE REIMBURSEMENT RESOLUTION  
FOR MULTI-FAMILY TAX-EXEMPT BONDS PROPOSAL  
SUBMITTED FOR INDUCEMENT UNDER THE 2012 OPEN CYCLE  
PROCESS FOR THE DOVETAIL VILLAS APARTMENTS, NOT-TO-  
EXCEED \$14.5MM – REGION 14.**  
MAY 2, 2012 REGULAR BOARD OF DIRECTORS' MEETING

### BACKGROUND

On April 19, 2012, the Authority received the Dovetail Villas Apartments proposal under the 2012 Open Cycle Allocation Process. The Open Cycle process allows developers to submit Multi-Family proposals for the Authority's consideration throughout the year, or as long as Volume Cap Allocation remains available.

Once the Reimbursement Resolution is approved by the Board, staff will conduct a TEFRA Hearing; subsequent to the TEFRA Hearing, staff will submit a package to the Board of County Commissioners' (BCC) for an Authorizing Resolution approval. After BCC approval, the request will be submitted to the Division of Bond Finance for Volume Cap Allocation.

### CURRENT

The proposed development is submitted on behalf of the American Agape Foundation, Inc. (AAFI), the proposed developer of the project; a non-for-profit entity is based in San Antonio, Texas and incorporated in Delaware. AAFI was founded in 1988, and is the current owner of six (6) affordable multi-family developments; one of which is in Florida. Agape Dovetail Villas, LLC (General Partner) is the borrower and is a Florida not-for-profit entity, created by the American Agape Foundation, Inc. for the express purpose of the acquisition, rehabilitation and ownership of the development. Agape Dovetail Villas, LLC is the sole member of the General Partnership, having Mike Goodwin as its President. The development is an existing 232-unit community; with existing set-aside of 50% of the units at 60% Area Median Income (AMI) and 50% at Market rate rents. The proposed set-asides are 100% at 60% AMI, with rents ranging from \$586.<sup>00</sup> - \$868.<sup>00</sup> per month. The unit mix consists of 32-1bd/ 1ba; 126-2bd/ 2ba; 66-3bd/ 2ba and 8-4bd/ 2ba.



As reflected in the proposal, the developer has estimated that \$2,412,829 will be utilized to rehabilitate the development. The proposed transaction involves a Private Placement structure whereby, the bonds will be purchased by America First Tax Exempt Investors, LP. (AFTEI). The company was established in 1998, for the purpose of acquiring, holding, selling and dealing with portfolio of federally tax-exempt mortgage revenue bonds, which were issued to provide construction and/or permanent financing of multi-family residential properties. AFTEI is a subsidiary of Burlington Capital Group, an International Investment Management Organization, headquartered in Omaha Nebraska. The development is located in Orlando (Region 14), at 5916 Mausser Dr. – east of Raper Dairy Rd on Curry Ford Rd. The Proposed development meets the Authority's Threshold Criteria for inducement. A copy of the Reimbursement Resolution and Analysis of Proformas are included for your review.

#### **ACTION REQUESTED**

Board approval of the Reimbursement Resolution in an amount not-to-exceed \$14.5MM for the proposed Multi-Family development, Dovetail Villas Apartments and authorization for staff and Board Counsel to take the required steps to complete the TEFRA Hearing process, with subsequent submission to the Division of Bond Finance.



RESOLUTION NO. 2012-03

**A RESOLUTION DECLARING THE OFFICIAL INTENT  
OF ORANGE COUNTY HOUSING FINANCE AUTHORITY  
TO REIMBURSE ITSELF AND/OR AGAPE DOVETAIL  
VILLAS, LIMITED PARTNERSHIP FROM THE  
PROCEEDS OF DEBT FOR CERTAIN EXPENSES TO BE  
INCURRED WITH RESPECT TO A CERTAIN  
MULTIFAMILY HOUSING PROJECT; AND  
AUTHORIZING CERTAIN INCIDENTAL ACTIONS.**

WHEREAS, in connection with the acquisition and rehabilitation of a certain multifamily housing residential rental facility described herein by Orange County Housing Finance Authority (the "Issuer") through a loan to Agape Dovetail Villas, Limited Partnership (the "Owner"), the Issuer and the Owner expect to incur expenses for which the Issuer and/or the Owner will advance internal funds; and

WHEREAS, the Issuer intends to reimburse itself and the Owner for all or a portion of such expenses from the proceeds of debt to be issued by the Issuer and loaned to the Owner.

**NOW, THEREFORE, BE IT RESOLVED BY THE ORANGE COUNTY  
HOUSING FINANCE AUTHORITY:**

1. **Findings.** It is hereby found, ascertained, determined and resolved that:

(a) There is a shortage of low, middle and moderate housing available as rentals in Orange County, Florida;

(b) This shortage of housing cannot be relieved except through the encouragement of investment by private enterprise;

(c) The financing, acquisition and rehabilitation of rental housing for low, middle, and moderate income persons and families in Orange County, Florida, constitutes a public purpose;

(d) A multifamily housing project consisting of 232 units, located at 5916 Mausser Drive, Orlando, Orange County, Florida 32822, to be rehabilitated by the Owner, currently known as Dovetail Villas Apartment Homes (the "Development"), will assist in alleviating the shortage of rental housing for low, middle and moderate income residents of Orange County;

(e) The Owner has requested the Issuer to issue revenue bonds (the "Bonds") in an amount which, together with other available funds, will be sufficient to finance the cost of the acquisition and rehabilitation of the Development and to pay other costs and fees incidental to the issuance of the Bonds. The Bonds are to be secured by certain assets, revenues and moneys described in the trust indenture securing such bonds. By virtue of the provisions of Section 142 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury regulations in effect thereunder or under the 1954 Code, the interest on the Bonds will be excludable from



gross income for federal income tax purposes if certain criteria fixed by said provisions (the "Tax Requirements") are met:

(f) The Tax Requirements provide, among other things, that if, as in the case of the Development, the original use of a development commences (or the acquisition of a development occurs) on or after the date that obligations are issued to provide such development, an official intent with respect to such obligations must be adopted by the issuer of such obligations within 60 days after the commencement of the construction or acquisition of such development;

(g) The Owner has agreed or will agree (i) to make all units available for rental by members of the general public and (ii) not to rent any unit to the owner of the Development or to any person related (as defined in said Treasury regulations) to such owner.

2. **Declaration of Official Intent.** The Issuer hereby declares its official intent to reimburse itself and the Owner from the proceeds of tax-exempt debt to be incurred by the Issuer or the Owner, respectively, for expenses incurred with respect to the Development within 60 days prior to the date of this Resolution and subsequent to the date of this Resolution. This Resolution is intended as a declaration of official intent under Treasury Regulation § 1.150-2. The tax-exempt debt to be issued to finance the Development is expected not to exceed an aggregate principal amount of \$14,500,000.

3. **Further Authorization.** The Issuer hereby authorizes Staff, General Counsel and Bond Counsel to negotiate and prepare a plan of financing and to commence the structuring of a debt instrument or instruments to provide up to \$14,500,000 in tax-exempt financing for the Development in order to maintain rental units for low, middle, or moderate income persons and families in a qualifying housing development, including reimbursement for qualified costs incurred pursuant to Treasury Regulation § 1.150-2. The financing of the qualifying housing development shall, however, be conditioned upon the following:

(a) The plan of financing for the development shall include a rent schedule to be approved by the Issuer.

(b) The plan of financing shall include tenant income restriction provisions in compliance with section 142(d) of the Code.

(c) The Owner shall not discriminate in the use, occupancy or rental of the units against persons or families with children.

(d) Any non-revenue units for Owner use, such as models and manager apartments, must be financed at Owner's expense from other than Bond proceeds.

4. **Conditions.** In the event that the Issuer and the Owner are unable to reach an agreement with respect to the terms and details of the Bonds or the contracts therefor, or if other circumstances prevent the issuance of the Bonds, there shall be no resultant liability on either the Issuer or the Owner nor shall any third party have any rights against either the Issuer or the Owner by virtue of this resolution. The obligation of the Issuer to issue the Bonds pursuant to this Resolution is further conditioned upon the following:



(a) The information contained in the application of the Owner and now on file with the Issuer shall not change in any material respect. Any such material change shall be brought to the attention of the Issuer immediately in writing for further consideration by the Issuer and its General Counsel and Bond Counsel.

(b) A public hearing shall have been conducted as required by Section 147(f) of the Code.

(c) Upon issuance and delivery of the Bonds there shall be delivered to the Issuer an opinion of Bond Counsel to the effect that the Bonds are valid and binding obligations of the Issuer and that interest on the Bonds is excludable from gross income for federal income tax purposes.

(d) The Bonds shall be issued and delivered within 12 months from the date of adoption of this Resolution, unless such date is extended by resolution of the Issuer.

5. **Other Conditions.** The Owner has agreed to comply with all land use restrictions relating to tax-exempt financing including but not limited to those promulgated pursuant to Section 142(d) of the Code. The Owner acknowledges that the adoption of this resolution in no way implies final approval of the proposed transaction, such transaction being subject to all policies, guidelines and procedures of the Issuer and a majority affirmative vote of its Board.

6. **Incidental Action.** Any member of the Issuer and General Counsel and Bond Counsel to the Issuer are hereby authorized to take such actions as may be necessary to carry out the purpose of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



7. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

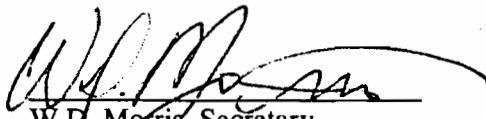
Passed this 2<sup>nd</sup> day of May, 2012.

[S E A L]


ORANGE COUNTY HOUSING FINANCE  
AUTHORITY

By: Clemente C. Cruz

ATTEST:

  
W.D. Morris, Secretary

APPROVED AS TO LEGAL SUFFICIENCY:

By:   
Greenberg Traurig, P.A.  
General Counsel

182,497,371  
011296027300



## **ATTACHMENT 'F'**

### **Proof of Publication of TEFRA Public Hearing and TEFRA Public Hearing Minutes**



**NOTICE OF PUBLIC HEARING  
ORANGE COUNTY HOUSING FINANCE AUTHORITY  
RESIDENTIAL RENTAL PROJECTS**

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its (i) not to exceed \$14,500,000 Multifamily Housing Revenue Bonds, Series [to be designated] (Dovetail Villas Apartment Homes), and (ii) not to exceed \$12,200,000 Multifamily Housing Revenue Bonds, Series [to be designated] (Oasis Club) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition and rehabilitation of the following residential rental projects:

<u>PROJECT/LOCATION</u>	<u>NO. OF UNITS</u>	<u>OWNER</u>
(i) <b>Dovetail Villas Apartment Homes</b> On and around 5916 Mausser Drive, Orlando, Orange County, Florida 32822	<b>232</b>	Agape Dovetail Villas, Limited Partnership, a Florida limited partnership
(i) <b>Oasis Club</b> On and around 7451 Gatehouse Circle, Orlando, Orange County, Florida 32807	<b>220</b>	Goldenrod Road Partners, Ltd., a Florida limited partnership

The public hearing will be held at the following time and location:

<u>TIME</u>	<u>LOCATION</u>
(i) <b>Dovetail Villas Apartment Homes</b> 10:00 to 10:30 A.M. Tuesday, May 22, 2012	Orange County Administration Center 3 <sup>rd</sup> Floor, OMB Conference Room 201 South Rosalind Avenue Orlando, Florida 32801
(ii) <b>Oasis Club</b> 10:45 to 11:15 A.M. Tuesday May 22, 2012	

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before May 18, 2012. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority  
2211 E. Hillcrest Street  
Orlando, Florida 32803  
Attention: Executive Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, 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.



# Orlando Sentinel

Orange Cnty Financing Authy  
2211 HILLCREST STREET

ORLANDO, FL 32803

Before the undersigned authority personally appeared Pam L. Davis/Tamela Vargas/Deborah M. Toney, who on oath says that s/he is the Legal Advertising Representative of Orlando Sentinel, a daily newspaper published in Orange County, Florida; that the attached copy of advertisement, being a Public Hearing in the matter of DOVETAIL/OASIS MEETINGS in the Orange County \_\_, was published in said newspaper in the issue(s); of

05/05/12

Affiant further says that the said Orlando Sentinel is a newspaper published in said Orange County, Florida, and that the said newspaper has heretofore been continuously published in said Orange County, Florida, each week day and has been entered as second-class mail matter at the post office in said Orange County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that s/he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

The foregoing instrument was acknowledged before me this 8 day of May, 2012, Pam L. Davis/Tamela Vargas/Deborah M. Toney, who is personally known to me and who did take an oath.

*Tamela Vargas*  
*Deborah M. Toney*

(Seal)  
DEBORAH M. TONEY  
NOTARY PUBLIC  
STATE OF FLORIDA  
My Comm. # 0003852  
Expires 11/10/2014

## Public Hearing Notices

NOTICE OF PUBLIC HEARING  
ORANGE COUNTY HOUSING FINANCE  
AUTHORITY-RESIDENTIAL RENTAL PROJECTS

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its (i) not to exceed \$14,500,000 Multifamily Housing Revenue Bonds, Series (to be designated) (Dovetail Villas Apartment Homes), and (ii) not to exceed \$12,200,000 Multifamily Housing Revenue Bonds, Series (to be designated) (Oasis Club) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition and rehabilitation of the following residential rental projects:

### PROJECT/LOCATION

(i) Dovetail Villas Apartment Homes  
On and around 5916 Mausser Drive,  
Orlando, Orange County, Florida 32822

### NO. OF UNITS

232

### OWNER

Agape Dovetail Villas, Limited Partnership, a Florida limited partnership

### PROJECT/LOCATION

(ii) Oasis Club  
On and around 7451 Gatehouse Circle,  
Orlando, Orange County, Florida 32807

### NO. OF UNITS

220

### OWNER

Goldenrod Road Partners, Ltd., a Florida limited partnership

The public hearing will be held at the following time and location:

### TIME

(i) Dovetail Villas Apartment Homes  
10:00 to 10:30 A.M.  
Tuesday, May 22, 2012

### (ii) Oasis Club

10:45 to 11:15 A.M. Tuesday May 22, 2012

### LOCATION

Orange County Administration Center  
3rd Floor, OMB Conference Room 201  
South Rosalind Avenue Orlando, Florida 32801

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before May 18, 2012. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

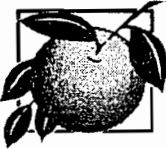
Orange County Housing  
Finance Authority  
2211 E. Hillcrest Street  
Orlando, Florida 32803  
Attention: Executive Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, 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.

COR1185764

5/5/2012





ORANGE COUNTY  
HOUSING FINANCE AUTHORITY

W.D. Morris  
EXECUTIVE DIRECTOR

**BOARD OF DIRECTORS**

Clemente Cuevas  
CHAIRMAN


Sascha Rizzo  
VICE CHAIRMAN

Jeffery A. Stueve  
BOARD MEMBER

Barbara Ashley Jones  
BOARD MEMBER

MARSHALL SIPLIN  
BOARD MEMBER

**MEMORANDUM**

TO: **FILE**  
FROM:  Mildred Guzman, Multi Family Program Administrator  
DATE: May 22, 2012  
RE: TEFRA Hearing Meeting Minutes for Multi Family Housing Tax Exempt Bonds

Today, Tuesday, May 22, 2012 at 10:00 AM. a TEFRA Public Hearing was conducted in Orange County at the Orange County Administration Center, 3<sup>rd</sup> floor, OMB Conference Room.

The meeting was presided over by Mildred Guzman, Multi-Family Program Administrator. Those in attendance were: W.D. Morris, OCHFA and Ms. Yuan Cochran, OCFBS

The purpose of the hearing was to receive public comments regarding the issuance by the Orange County Housing Finance Authority of Multi-Family Housing Revenue Bonds for the finance, acquisition and rehabilitation of an existing multi-family development in Orange County as follows:

PROJECT/LOCATION	NO. OF UNITS	OWNER	AMOUNT NOT TO EXCEED
Dovetail Villas Apartment Homes On and around 5916 Mausser Drive, Orlando, Orange County, Florida 32822 Commission District # 3	232	Agape Dovetail Villas, Limited Partnership, a Florida limited partnership	\$14,500,000

No comments, oral or written, were presented during the hearing. The meeting was adjourned at 10:30 AM.



2012 - -  
**RESOLUTION**

**WHEREAS**, the **ORANGE COUNTY HOUSING FINANCE AUTHORITY** (the “Authority”) was created pursuant to Ordinance 78-18, codified in the Code of Orange County at Section 2-151 *et seq*; and

**WHEREAS**, the Tax Equity and Fiscal Responsibility Act of 1982 (“TEFRA”) has created a requirement that all industrial development bonds issued after December 31, 1982, for the purpose of financing multifamily housing developments require approval by the Authority, and each governmental unit having jurisdiction over the area in which the bond financed facility is located; and

**WHEREAS**, such approval is to be given after a public hearing for which reasonable notice has been given; and

**WHEREAS**, the Authority is contemplating the issuance of up to \$14,500,000 Orange County Housing Finance Authority Multifamily Housing Revenue Bonds, Series [to be designated] (Dovetail Villas Apartment Homes) (the “Bonds”), the proceeds of which would finance the acquisition and rehabilitation of a residential rental project to be owned by Agape Dovetail Villas Limited Partnership, a limited partnership formed under the laws of the State of Florida, for persons of low, middle and moderate income (the “Project”).

**PROJECT/LOCATION**

**NUMBER OF UNITS**

Dovetail Villas Apartment Homes

232

On and around 5916 Mausser Drive, Orlando,  
Orange County, Florida

**WHEREAS**, a public hearing was held at 10:00 A.M. on Tuesday, May 22, 2012, with regard to financing this qualified housing development, at the place and time described in the Notice of Public Hearing attached hereto as Exhibit A, which Notice was published at least 14 days in advance of the hearing date in a newspaper of general circulation in Orange County; and

**WHEREAS**, the Authority has presented the issue in the aggregate principal amount set forth above for approval to the Board of County Commissioners of Orange County;

**THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY:**

**SECTION 1. Authority.** This Resolution is adopted pursuant to the Constitution of the State of Florida, Chapters 125 and 166, Florida Statutes, and other applicable provisions of law.

**SECTION 2. Findings.** The Board hereby finds, determines and declares as follows:



The Board is the elected legislative body of Orange County and has jurisdiction over the Project located in Orange County, Florida.

**SECTION 3. Approval.** For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the Board hereby approves the issuance of the Bonds to finance the Project, acknowledging, however, that the Bonds will not be issued until the Authority gives its final approval to the issuance of the Bonds.

**SECTION 4. Limited Approval.** The approval given herein shall be solely for the purpose of satisfying the requirements of Section 147(f) of the Code and shall not be construed as (i) an endorsement of the creditworthiness of the Borrower or the financial viability of the Project, (ii) a recommendation to any prospective purchaser to purchase the Bonds, (iii) an evaluation of the likelihood of the repayment of the debt service on the Bonds, or (iv) approval of any rezoning application or approval or acquiescence to the alteration of existing zoning or land use or approval for any regulatory permit relating to the Project, or creating any vested right with respect to any land use regulations, and the Board shall not be construed by virtue of its adoption of this Resolution to have made any such endorsement, finding or recommendation or to have waived, or be estopped from asserting, any rights or responsibilities it may have in that regard. Further, the approval by the Board of the issuance of the Bonds by the Authority shall not be construed to obligate the County to incur any liability, pecuniary or otherwise, in connection with either the issuance of the Bonds or the acquisition and rehabilitation of the Project, and the Authority shall so provide in the financing documents setting forth the details of the Bonds.



**SECTION 5. Effective Date.** This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED this 19<sup>th</sup> day of June, 2012.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners

By: \_\_\_\_\_  
Orange County Mayor

Attest: Martha O. Haynie, Orange  
County Comptroller as Clerk of the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk



**EXHIBIT A**  
**NOTICE OF PUBLIC HEARING**  
**ORANGE COUNTY HOUSING FINANCE AUTHORITY**  
**RESIDENTIAL RENTAL PROJECTS**

Notice is hereby given that the Orange County Housing Finance Authority (the "Authority") will conduct a public hearing concerning the proposed issuance by the Authority of its (i) not to exceed \$14,500,000 Multifamily Housing Revenue Bonds, Series [to be designated] (Dovetail Villas Apartment Homes), and (ii) not to exceed \$12,200,000 Multifamily Housing Revenue Bonds, Series [to be designated] (Oasis Club) (the "Bonds"). The proceeds of the Bonds would be used to finance the acquisition and rehabilitation of the following residential rental projects:

PROJECT/LOCATION	NO. OF UNITS	OWNER
(i) <u>Dovetail Villas Apartment Homes</u> On and around 5916 Mausser Drive, Orlando, Orange County, Florida 32822	232	Agape Dovetail Villas, Limited Partnership, a Florida limited partnership
(i) <u>Oasis Club</u> On and around 7451 Gatehouse Circle, Orlando, Orange County, Florida 32807	220	Goldenrod Road Partners, Ltd., a Florida limited partnership

The public hearing will be held at the following time and location:

TIME	LOCATION
(i) Dovetail Villas Apartment Homes 10:00 to 10:30 A.M. Tuesday, May 22, 2012	Orange County Administration Center 3 <sup>rd</sup> Floor, OMB Conference Room 201 South Rosalind Avenue Orlando, Florida 32801
(ii) Oasis Club 10:45 to 11:15 A.M. Tuesday May 22, 2012	

Interested persons are invited to submit written comments or present oral comments at the hearing regarding the proposed issuance of the Bonds. Written comments should be received by the Authority on or before May 18, 2012. Oral comments will be limited to no more than 3 minutes per person. Written comments or notice of intent to present oral comments should be directed to:

Orange County Housing Finance Authority  
2211 E. Hillcrest Street  
Orlando, Florida 32803  
Attention: Executive Director

SECTION 286.0105, FLORIDA STATUTES, STATES THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY A BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT A MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, 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.

182,541,374  
011296027300





ORANGE COUNTY MAYOR  
**TERESA JACOBS**

P.O. Box 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393  
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
4

**DATE:** May 24, 2012  
**TO:** The Board of County Commissioners  
**FROM:** Mayor Teresa Jacobs  
**RE:** Confirmation of County Mayor's Staff Reappointments

1. Confirmation of the County Mayor's Staff Reappointments for the 3rd Quarter (April - June) FY 2011-2012:

**Name:** James W. Becker  
**Title:** Manager  
**Division:** Solid Waste  
**Department:** Utilities  
**Hire Date:** September 6, 1989  
**Date Assigned to**  
**Current Position:** April 18, 1999

**Name:** Yolanda Suzette Brown  
**Title:** Manager  
**Division:** Fiscal  
**Department:** Family Services  
**Hire Date:** March 22, 1993  
**Date Assigned to**  
**Current Position:** June 5, 2007

**Name:** Deodat Budhu  
**Title:** Manager  
**Division:** Roads & Drainage  
**Department:** Public Works  
**Hire Date:** August 8, 1990  
**Date Assigned to**  
**Current Position:** June 27, 1999



Name: **Grayling D. Forehand**  
Title: Manager  
Division: Security  
Department: Convention Center  
Hire Date: August 21, 1995  
Date Assigned to  
Current Position: April 23, 2001

Name: **Mitchell Glasser**  
Title: Manager  
Division: Housing & Community Development  
Department: Community & Environmental Services  
Hire Date: April 18, 1990  
Date Assigned to  
Current Position: May 18, 1997

Name: **Mitchell Gordon**  
Title: Manager  
Division: Zoning  
Department: Growth Management  
Hire Date: July 18, 1983  
Date Assigned to  
Current Position: April 16, 2000

Name: **Joseph C. Kunkel**  
Title: Deputy Director  
Department: Public Works  
Hire Date: August 11, 1986  
Date Assigned to  
Current Position: April 14, 2008

Name: **Dil Luther**  
Title: Manager  
Division: Animal Services  
Department: Community & Environmental Services  
Hire Date: February 18, 1991  
Date Assigned to  
Current Position: May 15, 2012



Name: **Julie R. Naditz**  
Title: Manager  
Division: Highway Construction  
Department: Public Works  
Hire Date: October 10, 1988  
Date Assigned to  
Current Position: April 25, 2005

Name: **Renzo A. Nastasi**  
Title: Manager  
Division: Transportation Planning  
Department: Growth Management  
Hire Date: January 21, 1997  
Date Assigned to  
Current Position: April 25, 2004

Name: **Robert C. Olin**  
Title: Manager  
Division: Building Safety  
Department: Growth Management  
Hire Date: October 16, 1989  
Date Assigned to  
Current Position: April 25, 2004

Name: **Joel D. Prinsell**  
Title: Deputy County Attorney  
Department: County Attorney  
Hire Date: March 11, 1985  
Date Assigned to  
Current Position: May 22, 2005

Name: **Teresa Remudo-Fries**  
Title: Deputy Director  
Department: Utilities  
Hire Date: April 19, 1999  
Date Assigned to  
Current Position: April 19, 1999



Name: **Jaime Andres Salcedo**  
Title: Manager  
Division: Utilities Development Engineering  
Department: Utilities  
Hire Date: December 23, 1996  
Date Assigned to  
Current Position: April 14, 2008

Name: **Jacqueline W. Torbert**  
Title: Manager  
Division: Water Operations  
Department: Utilities  
Hire Date: November 18, 1991  
Date Assigned to  
Current Position: June 4, 1995

Name: **Steven Triggs**  
Title: Manager  
Division: Communications  
Department: Office of Public Engagement & Citizen Advocacy  
Hire Date: April 23, 2001  
Date Assigned to  
Current Position: April 23, 2001

Name: **Tyra L. Witsell**  
Title: Manager  
Division: Citizens Commission for Children  
Department: Family Services  
Hire Date: February 17, 1992  
Date Assigned to  
Current Position: May 16, 1999

### **Action Requested**

Confirmation by the Board of County Commissioners of the County Mayor's staff reappointments for the 3rd Quarter (April - June) FY 2011-2012.

RC:JN

C: Ajit M. Lalchandani, County Administrator  
Eric Gassman, Chief Accountability Officer  
J. Ricardo Daye, Director, Human Resources





Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
5

AGENDA ITEM

May 18, 2012

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

FROM: Randy Singh, Manager, Office of Management & Budget *R.S.*

SUBJECT: Consent Agenda Item for June 19, 2012  
Audit Committee Appointment

In accordance with Administrative Regulation 6.14, "Auditor Selection and Oversight," the Board of County Commissioners (BCC) has established an audit committee. The audit committee consists of:

1. One (1) staff representative of the BCC to be recommended by the County Mayor and appointed by the BCC.
2. One (1) representative of the Comptroller's Office to be appointed by County Comptroller and serve as Committee chair.
3. One (1) representative of all the other elected officials to be recommended by the County Mayor and appointed by the BCC and rotated for each subsequent auditor contract period.
4. Two (2) citizens, one of who should be a CPA that does not do public audit work, to be recommended by the County Mayor and appointed by the BCC.

Currently, there is a vacancy on the committee for a representative required under number 4 above. Board approval is requested for the appointment of Albert John "Bert" Francis, II, CPA. Mr. Francis is the Assistant Vice President and Chief Financial Officer for the University of Central Florida Foundation, Inc.

**ACTION REQUESTED: Appointment of Albert John "Bert" Francis, II, CPA to the Audit Committee.**

RS/tp

c: Eric Gassman, Chief Accountability Officer





Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
6

AGENDA ITEM

May 31, 2012

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

FROM: Randy Singh, Manager, Office of Management & Budget (OMB) *R.S.*

SUBJECT: Consent Agenda Items for June 19, 2012  
Budget Amendments #12-46, #12-47, #12-48, and #12-49

Provided for Board approval are copies of the budget amendments processed by the Office of Management and Budget.

**ACTION REQUESTED:** Approval of budget amendments #12-46, #12-47, #12-48, and #12-49.

**NOTE TO THE CLERK:** Please return one copy of the cover memo and the approved budget amendments to OMB. Deliver original budget amendments with a copy of the memo to the Comptroller Finance Department/Accounting Support.

RS/tp

Attachments





# Interoffice Memorandum

## AGENDA ITEM

May 25, 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 June 19, 2012  
Budget Amendment #12-46, 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 Services Department

On September 13, 2011, the Board of County Commissioners approved the awarded budget for the Weatherization Assistance Program/Low Income Home Energy Assistance Program in the amount of \$516,088. The U.S. Department of Health & Human Services through the Florida Department of Economic Opportunity awarded modification no. 1 in the amount of \$344,058, for a total grant award of \$860,146. 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 assistant 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:

Account Number	Classification	Amount
7031-068-7456-3140	Health and Human Services	\$ 344,058
	<b>TOTAL REVENUES</b>	<b>\$ 344,058</b>

### Expenditures:

Account Number	Classification	Amount
2HH-7031-065-7456-1120	Regular Salaries and Wages	\$ 51,700
2HH-7031-065-7456-2110	FICA Taxes	3,955
2HH-7031-065-7456-2120	Retirement Contribution	2,756
2HH-7031-065-7456-2130	Life and Health Insurance	13,500
2HG-7031-065-7456-3125	Indirect Costs	17,265
2HD-7031-065-7456-3219	Residential Rehab Construction Assistance	252,815
2HF-7031-068-7456-3219	Residential Rehab Construction	(1,652)
2HE-7031-065-7456-4110	Toll Charges	1,719
2HI-7031-065-7456-6438	Membership Dues	2,000
	<b>TOTAL EXPENDITURES</b>	<b>\$ 344,058</b>

RS/PM/tp

c: County Administrator  
Clerk of the Board of County Commissioners  
Finance  
File





Interoffice Memorandum

AGENDA ITEM

May 31, 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 June 19, 2012  
Budget Amendment #12-47, Fund #7022  
Low Income Home Energy Assistance Program (LIHEAP)  
Contract #12EA-0F-12-00-01-022  
Community Action Division/Family Services Department

On September 24, 2011, the Board of County Commissioners approved the estimated budget for the Low Income Home Energy Assistance Program (LIHEAP) in the amount of \$5,332,744. The U.S. Department of Health and Human Services through the Florida Department of Economic Opportunity awarded the grant in the amount of \$3,813,919, which represents a decrease in the amount of \$1,518,825. LIHEAP provides energy assistance to low-income families. Payments are made directly to energy suppliers.

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>
7022-062-7481-3140	Health and Human Services	\$ (1,518,825)
	<b>TOTAL REVENUES</b>	<u>\$ (1,518,825)</u>



Mayor Teresa Jacobs  
-AND-  
Board of County Commissioners  
Consent Agenda Item for June 19, 2012  
May 31, 2012  
Page 2

**Expenditures:**

<b>Account Number</b>	<b>Classification</b>	<b>Amount</b>
3QQ-7022-062-7482-1120	Regular Salaries and Wages	\$ (10,235)
3QQ-7022-062-7482-2110	FICA Taxes	(1,866)
3QQ-7022-062-7482-2120	Retirement Contribution	(1,427)
3QQ-7022-062-7482-2130	Life and Health Insurance	(11,500)
3QQ-7022-062-7482-2131	HSA/FSA Contribution	(950)
3QT-7022-062-7482-3125	Indirect Costs	(8,000)
3QR-7022-062-7482-4110	Other Supplies (Not including printing)	(1,277)
3QU-7022-062-7483-1120	Regular Salaries and Wages	(25,615)
3QU-7022-062-7483-1130	Other Salaries and Wages	(169,036)
3QU-7022-062-7483-2110	FICA Taxes	(1,828)
3QU-7022-062-7483-2120	Retirement Contribution	(1,727)
3QU-7022-062-7483-2130	Life and Health Insurance	(23,500)
3QU-7022-062-7483-2131	HSA/FSA Contribution	(1,850)
3QV-7022-062-7483-4110	Other Supplies (Not including printing)	(2,447)
3QV-7022-062-7483-4120	Software < \$1,000	(1,579)
3QV-7022-062-7483-4121	Computer Equipment < \$500	(2,000)
3QW-7022-062-7484-3215	Welfare Vendor Payments	(404,700)
3QX-7022-062-7486-3215	Welfare Vendor Payments	(816,915)
3QY-7022-062-7487-3215	Welfare Vendor Payments	(32,373)
<b>TOTAL EXPENDITURES</b>		<b>\$ (1,518,825)</b>

RS/PM/tp

c: County Administrator  
Clerk of the Board of County Commissioners  
Finance  
File





# Interoffice Memorandum

## AGENDA ITEM

May 31, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *R.S.*

SUBJECT: Consent Agenda Item for June 19, 2012  
Budget Amendment #12-48, Fund #7169  
Substance Abuse and Mental Health Services Administration Grant  
(SAMHSA)/System of Care Project for Children  
Agreement #5U79SM059038-03  
Youth and Family Services Division/Family Services Department

On September 24, 2011, the Board of County Commissioners approved an estimated budget for the Substance Abuse and Mental Health Services Administration (SAMHSA)/System Care Project for Children for FY 2012 in the amount of \$2,000,000. The U.S. Department of Health and Human Services approved carry-over dollars in the amount of \$500,000; however, the budget that rolled in FY 2012 had a carry-over budget of \$655,629, which represents a decrease of \$155,629. This is the third year of the grant, which covers the period from September 30, 2011 through September 30, 2012 for a total grant award of \$2,500,000. This grant is for the purpose of developing and implementing a coordinated and integrated model of care for children's mental health services in Orange County.

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
7169-062-7509-3140	Health and Human Services	\$ (155,629)
	TOTAL REVENUES	<u>\$ (155,629)</u>

### Expenditures:

Account Number	Classification	Amount
2GY-7169-062-7509-3197	Contractual Services Not	\$ (155,629)
	Otherwise Specified	
	TOTAL EXPENDITURES	<u>\$ (155,629)</u>

RS/PM/tp

c: County Administrator  
Clerk of the Board of County Commissioners  
Finance  
File



**AGENDA ITEM**

May 31, 2012

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

FROM: Randy Singh, Manager, Office of Management and Budget *R.S.*

SUBJECT: Consent Agenda Item for June 19, 2012  
Budget Amendment #12-49, Fund #7012  
HIV Emergency Relief Project Grants  
Agreement #2 H89HA00030-19-00  
Youth and Family Services Division/Family Services Department

On September 24, 2011, the Board of County Commissioners approved an estimated budget for the HIV Emergency Relief Grant in the amount of \$8,590,823. The U.S. Department of Health and Human Services approved the award in the amount of \$8,796,014, which represents an increase of \$205,191. The HIV Emergency Relief Grant program provides health and support services for persons with HIV spectrum disease. The grant budget period is from March 1, 2012 through February 28, 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:**

<b>Account Number</b>	<b>Classification</b>	<b>Amount</b>
7012-062-7296-3140	Health and Human Services	\$ 205,191
	<b>TOTAL REVENUES</b>	<u>\$ 205,191</u>

**Expenditures:**

<b>Account Number</b>	<b>Classification</b>	<b>Amount</b>
4CG-7012-062-7300-3197	Contractual Services Not Otherwise Specified	\$ 100
4CD-7012-062-7301-3197	Contractual Services Not Otherwise Specified	41,082
4CF-7012-062-7304-3197	Contractual Services Not Otherwise Specified	86,609
4CA-7012-062-7308-3197	Contractual Services Not Otherwise Specified	77,400
	<b>TOTAL EXPENDITURES</b>	<u>\$ 205,191</u>

RS/PM/tp

c: County Administrator  
Clerk of the Board of County Commissioners  
Finance  
File





Interoffice Memorandum

I. CONSENT AGENDA  
COUNTY ADMINISTRATOR  
7

**AGENDA ITEM**

May 31, 2012

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

FROM: Randy Singh, Manager, Office of Management & Budget (OMB) *RS*

SUBJECT: Consent Agenda Item for June 19, 2012  
Budget Transfer #12-1206

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 #12-1206.**

**PLEASE NOTE:** Please return a copy of this memorandum and copy of the budget transfer to OMB, and forward the original to the Comptroller Finance Department.

RS/tp

Attachment



## BUDGET TRANSFER REQUEST

**AGENDA ITEM**

CONTROL NO 12-1206

(To be assigned by OMB)

BCC

tp

FUND NO 7702

DEPARTMENT(S) Housing &amp; Community Development

DATE: 06/19/12

Request the following transfer be made for the reason(s) stated:

pg 1 of 1

	AGENCY	ORGANIZATION	OBJECT	APPR	AMOUNT FROM	AMOUNT TO
NO.	023	0475	9550	SVR	\$ 950,000	
TITLE		CDBG - Reserves	Reserve - Future Capital Outlay			
NO.	065	9120	3219	3LQ		\$ 700,000
TITLE		Housing Rehabilitation	Residential Rehab Construction Assistance			
NO.	065	9921	3219	9LN		\$ 250,000
TITLE		CDBG - Acquisition SFR	Residential Rehab Construction Assistance			
NO.						
TITLE						
NO.						
TITLE						
NO.						
TITLE						
NO.						
TITLE						
NO.						
TITLE						
NO.						
TITLE						
TOTAL:					\$ 950,000	\$ 950,000

JUSTIFICATION (to be completed by OMB): This budget transfer is necessary to fund repair and rehabilitation costs of houses for low income families and houses that were bought by the Community Development Block Grants (CDBG) under the Neighborhood Stabilization Program. There were a higher number of rehabilitation projects requested than originally anticipated. CDBG reserves are available to fund these projects.

REQUESTED BY: Original on file  
(Department Manager)

RECOMMENDED BY:

*Randy Joseph*  
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 Memo. ....

DATE: June 4, 2012

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

FROM: John L. Petrelli, Manager, Risk Management Division *J. Petrelli*

SUBJECT: Semi-Annual Public Officials Bonds Review and Approval

**AGENDA ITEM**

Section 137.05, Florida Statutes requires Board review and approval in January and June of each year of all Orange County public officials bonds. Listed below are the bonds provided by Travelers Casualty & Surety Company of America.

<u>Name</u>	<u>Title</u>	<u>Amount Of Bond</u>
Teresa Jacobs	County Mayor	\$2,000
S. Scott Boyd	County Commissioner	\$2,000
Fredrick C. Brummer	County Commissioner	\$2,000
John M. Martinez	County Commissioner	\$2,000
Jennifer Thompson	County Commissioner	\$2,000
Ted Edwards	County Commissioner	\$2,000
Tiffany Moore Russell	County Commissioner	\$2,000
Martha O. Haynie	Comptroller	\$5,000
Lydia Gardner	Clerk of Courts	\$5,000
Earl K. Wood	Tax Collector	\$2,000
William E. Donegan	Property Appraiser	\$1,000

As of June 1, 2012 Travelers Casualty & Surety Company had an A.M. Best's financial strength rating of A+, XIV.

**RECOMMENDATION:**

Approval of the sufficiency of the public officials' bonds provided by Travelers Casualty & Surety Company of America.

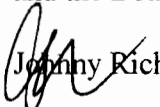
JLP/sm

c: Eric Gassman, Chief Accountability Officer



May 25, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Philip Browder, Senior Fiscal Coordinator, Animal Services Division

PHONE: 407-254-9149

SUBJECT: Award of Invitation for Bids Y12-191-PD, Animal Care Supplies

RECOMMENDATION:

Approval to award Invitation for Bids Y12-191-PD, Animal Care Supplies, to the low responsive and responsible bidder, Butler Schein Animal Health Supply, for a 1-year term contract in the total estimated contract award amount of \$118,452. Further request authorization for the Purchasing and Contracts Division to renew the contract for four additional one-year periods. The Animal Services Division anticipates that the entire contract amount will be ordered on an annual basis. The Animal Services Division and the Business Development Division concur with this recommendation.

PURPOSE:

This contract will provide supplies to support the Animal Services Division in the treatment of animals under the care of the County.

DISCUSSION:

Seven bids were received in response to this Invitation for Bids. The bids were evaluated for price, responsiveness and responsibility. Award is recommended to the low responsive and responsible bidder, Butler Schein Animal Health Supply. Even though the total amount for the items recommended to be awarded totals \$401,085.05, the Animal Services Division only anticipates using \$118,452. Therefore the contract will be awarded for a total estimated award amount of \$118,452 instead of the \$401,085.05 bid amount. All remaining line items were awarded within the authority of the Purchasing and Contracts Division. The bids of Tronx and Interboro were determined to be non-responsive due to exceptions taken to the terms of the contract.

Bid tabulation is attached.



Bid tabulation is attached.

Animal Care Supplies, Y12-191

Page 2

LINE ITEM NUMBER	Butler Schein Animal Health	Webster Veterinary Supplies	Merrit Vet Supplies	HSB Vet Supplies	Clearwater Distribution	Tronx	Interboro
3	50.50	55	123.50	60	No Bid	Non- Responsive	Non- Responsive
4	57	61	147	75	No Bid		
7	128.50	132.50	223.50	147.50	No Bid		
13	38,660	41,250	No Bid	61,500	No Bid		
17	144.40	179	198	210	No Bid		
19	9,631.20	No Bid	11,340	10,423.20	No Bid		
20	236.60	No Bid	265	260	No Bid		
27	306	502.50	799.20	510	No Bid		
28	306	502.50	772.50	510	No Bid		
29	494.40	1,005	1,599	1,020	No Bid		
30	3,530	5,000	3,770	3,600	No Bid		
33	879.20	No Bid	No Bid	No Bid	No Bid		
36	1,440	1,696	1,552	1,600	No Bid		
38	233.20	244	264	711.20	No Bid		
39	48.25	58.75	56.25	50	No Bid		
46	3,112	3,280	3,248	3,520	3,680		
47	1,556	1,640	1,624	1,960	1,840		
55	487.20	566.40	603.20	644	No Bid		
61	6,211.60	6,650	No Bid	No Bid	No Bid		
62	1,009.50	1,075	1,047.50	No Bid	No Bid		
80	698	796	708	810	No Bid		
81	265.20	279	270	299.40	No Bid		
83	185,625	185,625	No Bid	No Bid	No Bid		
84	77,625	77,625	No Bid	No Bid	No Bid		
85	23,520	23,520	No Bid	No Bid	No Bid		
87	130.80	138	142.50	No Bid	No Bid		
89	3,910	12,575	4,410	3,950	No Bid		
93	20,097	30,300	23,310	21,000	No Bid		
94	16,140	20,175	18,720	16,500	No Bid		
99	867.50	925	877.50	925	No Bid		
106	524	620	640	560	No Bid		
109	524	620	640	560	No Bid		
110	524	620	640	560	No Bid		
111	524	620	640	560	No Bid		
112	524	620	640	560	No Bid		
113	524	620	640	560	No Bid		
114	524	620	640	560	No Bid		






Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

May 1, 2012

TO: Perry Davis, Senior Purchasing Agent  
Purchasing & Contracts Division

FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **IFB #Y12-191, Animal Care Supplies**

The Business Development Division evaluated the **5** bids submitted for this project and found that **none** of the bidders are 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





**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

Butler Animal Health Supply, LLC; dba Butler Schein Animal Health Supply

Business Address (Street/P.O. Box, City and Zip Code):

400 Metro Place North

Dublin, OH 43017

Business Phone: ( 614 ) 761-9095

Facsimile: ( 614 ) 210-5611

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:**  
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

n/a

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: ( )

Facsimile: ( )



**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

\_\_\_ YES ☒ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

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(Use additional sheets of paper if necessary)



**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Kimberly E. Allen  
Signature of Bidder

April 18, 2012  
Date

Print Name and Title of Person completing this form:

Kimberly E. Allen

STATE OF Ohio :  
COUNTY OF Franklin :

I certify that the foregoing instrument was acknowledged before me this 18 day of April, 20 12 by Kimberly E. Allen. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 18 day of April, in the year 2012.



**RENEE A. SCHAEFF**  
Notary Public, State of Ohio  
My Commission Expires 07-14-12  
(Notary Seal)

Renee A. Schaeff  
Signature of Notary Public  
Notary Public for the State of Ohio  
My Commission Expires: 7/14/12

\_\_\_\_\_  
Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)



## **ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form:   X    
This is a Subsequent Form:       

### **Part I**

**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_

Butler Animal Health Supply, LLC; dba Butler Schein Animal Health Supply

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

n/a

**List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity:           n/a            
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_



**Part II**  
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
n/a			
		<b>TOTAL EXPENDED THIS REPORT</b>	<b>\$ 0</b>



Part III  
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 4/18/2012

Kimberly E. Allen  
Signature of ☐ Principal or ☐ Principal's Authorized Agent  
(check appropriate box)

PRINT NAME AND TITLE: Kimberly E. Allen, President,  
Commercial Division

STATE OF Ohio :  
COUNTY OF Franklin :

I certify that the foregoing instrument was acknowledged before me this 18 day of April, 20 12 by Kimberly E. Allen. ~~He~~/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 18 day of April in the year 2012.



**RENEE A. SCHAAF**  
Notary Public, State of Ohio  
(Notary Seal)  
My Commission Expires 07-14-12

Renee A. Schaaf  
Signature of Notary Public  
Notary Public for the State of Ohio  
My Commission Expires: 7/14/2012


Staff signature and date of receipt of form \_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.



Interoffice Memorandum

May 29, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Henry V. Preston, Chief Logistics, Fire Rescue Department

PHONE: 407-836-9037

SUBJECT: Award of Invitation for Bids Y12-1019-PD, EMS Pharmaceuticals

RECOMMENDATION:

Approval to award Invitation for Bids Y12-1019-PD, EMS Pharmaceuticals, to the low responsive and responsible bidder, Bound Tree Medical, LLC., for a 1-year term contract in the total estimated contract award amount of \$207,318.50 for Line Items 2, 6, 7, 9, 13, 15, 16, 22, 23, 28, 30, 33 and 36. Further request authorization for the Purchasing and Contracts Division to renew the contract for two additional one-year periods. The Fire Rescue Department and the Business Development Division concur with this recommendation.

PURPOSE:

This contract will provide pharmaceuticals to the Fire Rescue Department for the delivery of emergency medical services (EMS) to the citizens of Orange County.

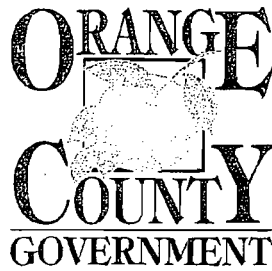
DISCUSSION:

Three bids were received in response to this Invitation for Bids. The bids were evaluated for price, responsiveness and responsibility. Award is recommended to the low responsive responsible bidder, Bound Tree Medical, LLC. The bids of Physicians Sales & Service and Bound Tree Medical, LLC were rejected for Line Items 30 and 35, respectively for failure to bid on the required item and for submission of a bid for an unacceptable item. All remaining line items were awarded within the authority of the Purchasing and Contracts Division.



LINE ITEM NUMBER	Bound Tree Medical	Physicians Sales & Service	Henry Schein
1	9,375	8,175	60,180
2	7,500	8,500	9,500
3	1,368	1,296	1,444
4	592.50	637.50	525
5	3,600	2,400	4,270
6	8,500	9,000	17,500
7	728	760	840
8	1,245	1,875	1,120
9	1,230	1,760	2,230
10	172	346	156
11	8,700	8,640	8,025
12	6,690	6,756	6,042
13	6,375	7,750	11,725
14	708	702	2,346
15	1,080	1,467	1,338
16	112,950	116,532	127,143
17	5,710	5,720	5,280
18	2,017.50	3,060	1,680
19	1,900	1,960	1,540
20	516	604	448
21	1,260	950	1,100
22	35,625	41,550	38,300
23	15,288	24,360	15,960
24	26,400	27,876	20,046
25	381	1,764	354
26	9,015	19,660	8,235
27	1,450	1,425	2,515
28	3,400	5,870	5,420
29	9,000	9,000	8,217.50
30	895	Non-Responsive	2,385
31	885	1,230	675
32	No Bid	No Bid	No Bid
33	19,750	No Bid	24,630
34	1,350	No Bid	850
35	Non-Responsive	No Bid	955,380
36	372.50	No Bid	702.50






Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

May 18, 2012

TO: Perry Davis, Senior Purchasing Agent  
Purchasing & Contracts Division


FROM: Kesi Warren, Senior Contract Administrator   
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

**PROJECT: IFB #Y12-1019-PD, EMS Pharmaceuticals**

The Business Development Division evaluated the 3 bids submitted for this project and found that **none** of the bidders are 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





**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

Bound Tree Medical, LLC

Business Address (Street/P.O. Box, City and Zip Code):

5000 Tuttle Crossing Blvd Dublin, OH 43016

Business Phone: ( 800 ) 533-0523

Facsimile: ( 800 ) 257-5713

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:**  
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Heather Legg

Business Address (Street/P.O. Box, City and Zip Code):

5000 Tuttle Crossing Blvd Dublin, OH 43016

Business Phone: ( 800 ) 533-0523

Facsimile: ( 800 ) 257-5713



**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES   x   NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

\_\_\_ YES   x   NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES   x   NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

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(Use additional sheets of paper if necessary)



Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Andrew Love  
Signature of Bidder

05/01/12  
Date

Print Name and Title of Person completing this form:

Andrew Love/Vice President of Marketing

STATE OF Ohio :  
COUNTY OF Franklin :

I certify that the foregoing instrument was acknowledged before me this 1 day of May, 2012 by Andrew Love. He/she is personally known to me or has produced Bound Tree Medical, LLC as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 1st day of May, in the year 2012.



Michelle M. Root  
Signature of Notary Public  
Notary Public for the State of Ohio  
My Commission Expires: April 24, 2015

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)



## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: \_\_\_\_\_  
This is a Subsequent Form: \_\_\_\_\_

### Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_

Bound Tree Medical, LLC/5000 Tuttle Crossing Blvd Dublin, OH 43016

Name and Address of Principal's Authorized Agent, if applicable: Not Applicable

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
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Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_



**Part II**  
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
Not Applicable			
		<b>TOTAL EXPENDED THIS REPORT</b>	\$



Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 05/01/12

Andrew Love  
Signature of ☐ Principal or ☐ Principal's Authorized Agent  
(check appropriate box)

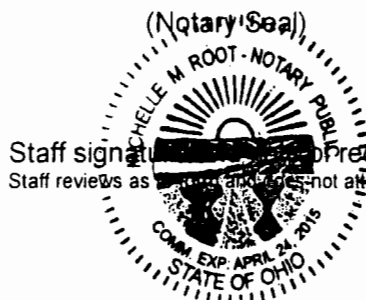
PRINT NAME AND TITLE: Andrew Love/Vice President of Marketing

STATE OF Ohio :  
COUNTY OF Franklin :

I certify that the foregoing instrument was acknowledged before me this 1 day of May, 2012 by Andrew Love. He/she is personally known to me or has produced Bound Tree Medical, LLC as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 1st day of May, in the year 2012.

Daphne M. Root  
Signature of Notary Public  
Notary Public for the State of Ohio  
My Commission Expires: April 24, 2015



Staff signature \_\_\_\_\_ Receipt of form \_\_\_\_\_  
Staff reviews as \_\_\_\_\_ and does not attest to the accuracy or veracity of the information provided herein.

S:\dcrosby\ethics pkg - final forms and ords\2010 workgroup\specific project expenditure form 3-1-11



## AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) Bound Tree Medical, LLC, Do hereby authorize (print agent's name), Andrew Love, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) Vice President of Marketing, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

05/01/12

Date

Andrew Love

Signature of Bidder

STATE OF Ohio :

COUNTY OF Franklin :

I certify that the foregoing instrument was acknowledged before me this 1 day of May, 2012 by Andrew Love. He/she is personally known to me or has produced Bound Tree Medical, LLC as identification and did/did not take an oath.

1st Witness my hand and official seal in the county and state stated above on the day of May, in the year 2012.



Michelle M. Reat

Signature of Notary Public

Notary Public for the State of Ohio

My Commission Expires: April 24, 2015







**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

\_\_\_ YES ☒ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

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---

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(Use additional sheets of paper if necessary)



Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

[Signature] Date 5/2/12  
Signature of Bidder

Print Name and Title of Person completing this form:

JOSE A. GARRINGER, Vice President

STATE OF SOUTH CAROLINA  
COUNTY OF RICHMOND

2<sup>nd</sup> I certify that the foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of May, 2012 by JOSE A. GARRINGER (He) she is personally known to me or has produced Personally as identification and did/did not take an oath.

2<sup>nd</sup> Witness my hand and official seal in the county and state stated above on the 2<sup>nd</sup> day of May, in the year 2012.

(Notary Seal)

[Signature]  
Signature of Notary Public  
Notary Public for the State of SC  
My Commission Expires: 13<sup>th</sup> Sept. 2014

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)



## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: ☒

This is a Subsequent Form: ☐

### Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_

Henry Schein Inc

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: NOT APPLICABLE  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
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**Part II**  
**Expenditures:**

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- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
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The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
<i>NOT APPLICABLE</i>			
		<b>TOTAL EXPENDED THIS REPORT</b>	\$



Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 5/30/12

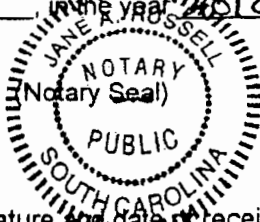
[Signature]  
Signature of a Principal or a Principal's Authorized Agent  
(check appropriate box)

PRINT NAME AND TITLE: VASE A. GARRINGER  
VICE PRESIDENT

STATE OF SOUTH CAROLINA  
COUNTY OF RICHLAND

I certify that the foregoing instrument was acknowledged before me this 30<sup>th</sup> day of May, 2012 by VASE A. GARRINGER. He/she is personally known to me or has produced personally known as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 30<sup>th</sup> day of May, in the year 2012.



[Signature]  
Signature of Notary Public  
Notary Public for the State of South Carolina  
My Commission Expires: 2-4-15

Staff signature and date of receipt of form \_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

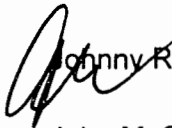




Interoffice Memorandum

May 30, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: John McGowan, Facility Operations Manager, Convention Center  
407-685-5838

SUBJECT: Award of Invitation for Bids Y12-1026-DG, Temporary Labor –  
Orange County Convention Center

RECOMMENDATION:

Approval to award Invitation for Bids Y12-1026-DG, Temporary Labor – Orange County Convention Center, to the low responsive and responsible bidders in the total estimated aggregate amount of \$4,329,540 representing contract awards to A & Associates, Inc., Zion Employment Solutions, Trojan Labor and Command Center for 12 months periods. Further request authorization for the Purchasing and Contracts Division to renew the contract for four additional 12 month periods. The Convention Center and Business Development Division concur with this recommendation.

PURPOSE:

To provide temporary labor in order to supplement the County work force during large convention/tradeshows events at Orange County Convention Center.

DISCUSSION:

Seventeen bids were received in response to the solicitation. The bids were evaluated for price, responsiveness and responsibility. The bid of JAG Professional Resources is not recommended due to performance deficiencies on a previous County contract. Also, four contracts are required to meet anticipated labor demands which are driven by customer requirements. Although the low cost contractor will be given the first opportunity to provide services, experience has shown that the Convention Center's demands for quality and quantity cannot be provided by a single vendor. The aggregate amount represents the total bids for the four recommended bidders. Approval of an aggregate total for award to the four bidders will provide the Convention Center with the flexibility required to use multiple contractors to meet their needs within the fiscal constraints of the aggregate amount. Therefore, award to multiple vendors is necessary to ensure that the workforce required is available in a timely manner. Award is recommended to the low responsive and responsible bidders, A & Associates, Inc., Zion Employment Solutions, Trojan Labor and Command Center.

The bid tabulation is attached.



A & Associates, Inc.	\$1,010,500
Zion Employment Solutions	\$1,028,140
Trojan Labor	\$1,132,500
Command Center	\$1,158,400
LLT Management	\$1,159,450
Remedy Intelligent Staffing	\$1,159,560
Level Resources	\$1,173,000
Tampa Service Company, Inc.	
dba Pacesetter Personnel Services	\$1,176,360
Resource Staffing	\$1,189,980
Cleanevent, USA	\$1,206,210
United Service Companies	\$1,221,000
Ace Staffing	\$1,222,000
Marathon Staffing Services, Inc.	\$1,272,840
Ace Staffing Unlimited, Inc.	\$1,274,000
CareerUSA	\$1,283,900
Labor Ready/True Blue, Inc.	\$1,338,020
JAG Professional Resources	Non-responsible






Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

April 17, 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-Y12-1026-DG, Temporary Labor-Orange County Convention Center**

The Business Development Division evaluated the 17 bids submitted for this project and found that this contract may be awarded to **Zion Employment Solutions**, a certified Minority/ Women Business Enterprise bidder. The Orange County certified firm did not exceed the low bid by more than 5% on contract awards from \$750,000.01 to \$2,000,000.00, in accordance with the County's M/WBE Ordinance, Section 17-324.

c: Errick Young, Business Development Division





**Y12-1026-DG, Temporary Labor-Orange County Convention Center**

<b>Rank</b>	<b>Bidder</b>	<b>Bid Amount</b>	<b>\$ Over Low Bid</b>	<b>% Difference From Low Bid (5%)</b>	<b>\$ Over 2nd Low Bid</b>	<b>% Difference From 2nd Low Bid</b>
Low Bid	A & Associates, Inc.	\$1,010,500.00				
2nd Low	Zion Employment Solutions (AFAM)	\$1,028,140.00	\$17,640	1.75%		
3rd Low	Trojan Labor	\$1,132,500.00	\$122,000	12.07%	\$104,360	10.15%
5th Low	Command Center	\$1,158,400.00	\$147,900	14.64%	\$130,260	12.67%
6th Low	LLT Management	\$1,159,450.00	\$148,950	14.74%	\$131,310	12.77%
7th Low	Remedy Intelligent Staffing	\$1,159,560.00	\$149,060	14.75%	\$131,420	12.78%
8th Low	Level Resources	\$1,173,000.00	\$162,500	16.08%	\$144,860	14.09%
9th Low	Pacesetter Personnel Services	\$1,176,360.00	\$165,860	16.41%	\$148,220	14.42%
10th Low	Resource Staffing	\$1,189,980.00	\$179,480	17.76%	\$161,840	15.74%
11th Low	Cleanevent, USA	\$1,206,210.00	\$195,710	19.37%	\$178,070	17.32%
12th Low	United Service Companies	\$1,221,000.00	\$210,500	20.83%	\$192,860	18.76%
13th Low	Ace Staffing (AF(IS)	\$1,222,000.00	\$211,500	20.93%	\$193,860	18.86%
14th Low	Marathon Staffing Services	\$1,272,840.00	\$262,340	25.96%	\$244,700	23.80%
15th Low	Ace Staffing Unlimited, Inc.	\$1,274,000.00	\$263,500	26.08%	\$245,860	23.91%
16th Low	CareerUSA	\$1,283,900.00	\$273,400	27.06%	\$255,760	24.88%
17th Low	Labor Ready/True Blue, Inc.	\$1,338,020.00	\$327,520	32.41%	\$309,880	30.14%



**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

Command Center

Business Address (Street/P.O. Box, City and Zip Code):

354 Story Road  
Ocoee Florida 34761

Business Phone: 407, 347-3182

Facsimile: 407, 347-3186

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:**  
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Michael Regsdale

Business Address (Street/P.O. Box, City and Zip Code):

354 Story Road  
Ocoee Florida 34761

Business Phone: 407, 347-3182

Facsimile: 407, 347-3186



**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES \_\_\_ ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

\_\_\_ YES \_\_\_ ☒ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES \_\_\_ ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

NA -

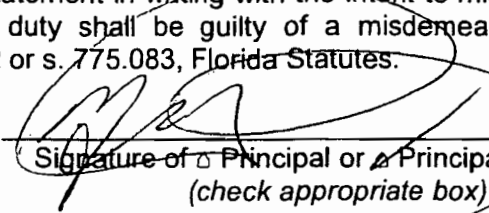
(Use additional sheets of paper if necessary)



Part III  
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 4/2/2012

  
Signature of ☐ Principal or ☒ Principal's Authorized Agent  
(check appropriate box)

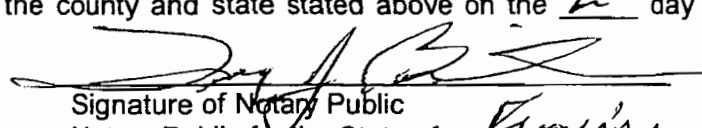
PRINT NAME AND TITLE: Michael Ragsdale  
Manager

STATE OF Florida  
COUNTY OF ORANGE

I certify that the foregoing instrument was acknowledged before me this 2nd day of April, 2012 by MICHAEL RAGSDALE. He/she is personally known to me or has produced Florida identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 2nd day of April, in the year 2012.



  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: Dec 13, 2013

Staff signature and date of receipt of form \_\_\_\_\_

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.



## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form:         
This is a Subsequent Form:       

### Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

Command Center 354 Story Road Winter Garden, FL 34761

Name and Address of Principal's Authorized Agent, if applicable: Michael Ragsdale

354 Story Road Winter Garden, Florida 34761

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: NA -  
Are they registered Lobbyist? Yes ☐ or No ☒
2. Name and address of individual or business entity: NA -  
Are they registered Lobbyist? Yes ☐ or No ☒
3. Name and address of individual or business entity: NA  
Are they registered Lobbyist? Yes ☐ or No ☒
4. Name and address of individual or business entity: NA  
Are they registered Lobbyist? Yes ☐ or No ☒
5. Name and address of individual or business entity: NA  
Are they registered Lobbyist? Yes ☐ or No ☒
6. Name and address of individual or business entity: NA  
Are they registered Lobbyist? Yes ☐ or No ☒
7. Name and address of individual or business entity: NA  
Are they registered Lobbyist? Yes ☐ or No ☒
8. Name and address of individual or business entity: NA  
Are they registered Lobbyist? Yes ☐ or No ☒



**Part II****Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
None			0
NA			0
NA			0
NA			0
NA			0
NA			0
NA			0
NA			0
NA			0
NA			0
None	None -	<b>TOTAL EXPENDED THIS REPORT</b>	\$ 0



Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder

Date

4/2/2012

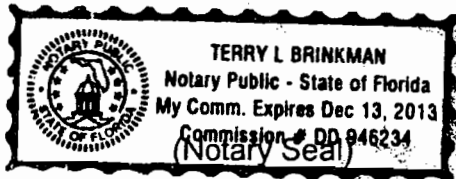
Print Name and Title of Person completing this form:

Michael Ragsdale Manager

STATE OF FLORIDA :  
COUNTY OF ORANGE :

I certify that the foregoing instrument was acknowledged before me this 2nd day of April, 2012 by MICHAEL RAGSDALE. He/she is personally known to me or has produced FL ID identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 2nd day of April, in the year 2012.



Signature of Notary Public

Notary Public for the State of FLORIDA  
My Commission Expires: Dec 13, 2013

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)



AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) COMMAND CENTER INC, Do hereby authorize (print agent's name) MICHAEL PAGSDALE, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) IFB #Y12-1026-DG, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

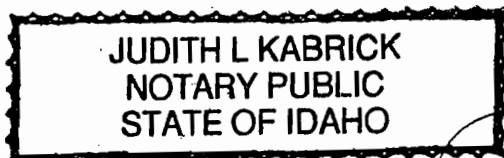
5/30/2012  
Date

[Signature]  
Signature of Bidder

STATE OF IDAHO  
COUNTY OF KOOTENAI

30<sup>th</sup> day of MARCH, 2012 by GLENN WELSTAD. He/she is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification and did ~~not~~ take an oath.

30<sup>th</sup> Witness my hand and official seal in the county and state stated above on the day of MARCH, in the year 2012.



(Notary Seal)

[Signature]  
Signature of Notary Public  
Notary Public for the State of IDAHO

My Commission Expires: 7/21/12



**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

Zion Employment Solutions

Business Address (Street/P.O. Box, City and Zip Code):

5021 Eggleston Ave Ste A.  
Orlando, FL 32804

Business Phone: (321) 363-3979

Facsimile: (407) 429-3918

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:**  
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

N/A

Business Address (Street/P.O. Box, City and Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

Business Phone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_



**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES \_\_\_ ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

\_\_\_ YES \_\_\_ ☒ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES \_\_\_ ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

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(Use additional sheets of paper if necessary)



Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Renata Danner  
Signature of Bidder

Date 4-5-12

Print Name and Title of Person completing this form:

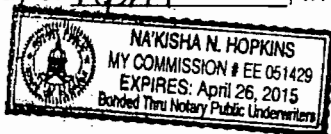
Renata Danner HR Manager

STATE OF Florida :

COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 5 day of April, 2012 by Renata Danner. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 5 day of April, in the year 2012.



(Notary Seal)

Na'Kisha N. Hopkins  
Signature of Notary Public  
Notary Public for the State of FL  
My Commission Expires: 4-26-2015

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)



## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

**This is the initial Form:**

**This is a Subsequent Form:**

## Part I

**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_

Zion Employment Solutions, Neville Long 5021 Eggleston Ave. Orl.  
Name and Address of Principal's Authorized Agent, if applicable:

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

Renata Danner, 5021 Eggleston Ave Ste A, Orlando, FL 32804

**List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: None N/A  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_



**Part II**  
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
N/A			
		TOTAL EXPENDED THIS REPORT	\$ <del>0</del>



Part III  
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 4-5-12

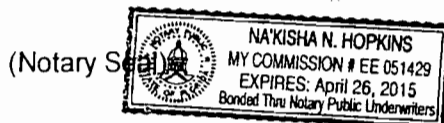
Renata Danner  
Signature of ☐ Principal or ☐ Principal's Authorized Agent  
(check appropriate box)

PRINT NAME AND TITLE: Renata Danner, HR Mgr

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 5 day of April, 2012 by Renata Danner. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 5 day of April, in the year 2012.



Na'Kisha N. Hopkins  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: 4-26-2015

Staff signature and date of receipt of form \_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.



**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

A & ASSOCIATES

Business Address (Street/P.O. Box, City and Zip Code):

5401 SOUTH KIRKMAN ROAD

ORLANDO, FL 32819

Business Phone: ( 407 ) 574-3403

Facsimile: ( 407 ) 574-2218

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:**  
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

MS. EVELYN LOONEY

Business Address (Street/P.O. Box, City and Zip Code):

8144 OKEECHOBEE BOULEVARD

WEST PALM BEACH, FL 33411

Business Phone: ( 561 ) 533-5303

Facsimile: ( 561 ) 533-3858

INITIALS/DATE:

gh 04/03/12



**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

\_\_\_ YES ☒ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

---

---

---

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(Use additional sheets of paper if necessary)



Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Evelyn Looney  
Signature of Bidder

04/03/2012

Date

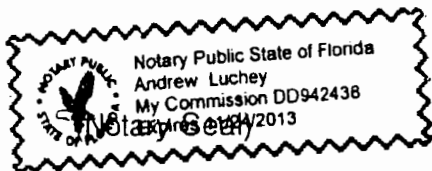
Print Name and Title of Person completing this form:

MS. EVELYN LOONEY, VP OF OPERATIONS

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I certify that the foregoing instrument was acknowledged before me this  
3RD day of APRIL, 2012 by MS. EVELYN LOONEY. He/she is  
personally known to me or has produced \_\_\_\_\_ as  
identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on  
the 3RD day of APRIL, in the year 2012.



Andrew Luchey  
Signature of Notary Public  
Notary Public for the State of FLORIDA  
My Commission Expires: 11/24/2013

Staff signature and date of receipt of form

Evelyn Looney  
Staff reviews as to form and does not attest to the accuracy or veracity of the  
information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)

INITIALS/DATE:

EL, 04/03/12



## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: \_\_\_\_\_ X  
This is a Subsequent Form: \_\_\_\_\_

## Part I

**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_

A & ASSOCIATES, 5401 SOUTH KIRKMAN ROAD, SUITE 200, ORLANDO, FL 32819

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

MS. EVELYN LOONEY, 8144 OKEECHOBEE BOULEVARD, WEST PALM BEACH, FL 33411

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: NONE-----  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: NONE-----  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: NONE-----  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: NONE-----  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: NONE-----  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: NONE-----  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: NONE-----  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: NONE-----  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_

INITIALS/DATE:

04/03/12



**Part II**  
**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
NONE-----			
NONE-----			
NONE-----			
NONE-----			
NONE-----			
NONE-----			
NONE-----			
NONE-----			
NONE-----			
NONE-----			
		<b>TOTAL EXPENDED THIS REPORT</b>	<b>\$ 0</b>

INITIALS/DATE:

*gh* 04/03/12

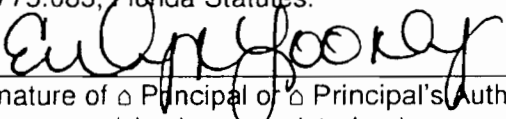


Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 04/03/2012

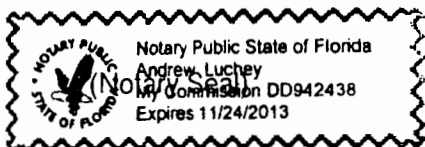
  
Signature of ☐ Principal or ☒ Principal's Authorized Agent  
(check appropriate box)

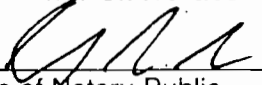
PRINT NAME AND TITLE: MS. EVELYN LOONEY, VP OF OPERATIONS

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I certify that the foregoing instrument was acknowledged before me this 3RD day of APRIL, 2012 by MS. EVELYN LOONEY. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3RD day of APRIL, in the year 2012.



  
Signature of Notary Public  
Notary Public for the State of FLORIDA  
My Commission Expires: 11/24/2013

Staff signature and date of receipt of form \_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.





AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) A & ASSOCIATES, Do hereby authorize (print agent's name), MS. EVELYN LOONEY, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) TEMPORARY LABOR - ORANGE COUNTY CONVENTION CENTER TERM CONTRACT Y12-1026-DG, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

04/03/2012

Date

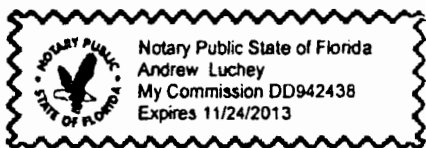
Signature of Bidder

*[Handwritten Signature]*

STATE OF FLORIDA :  
COUNTY OF PALM BEACH :

I certify that the foregoing instrument was acknowledged before me this 3RD day of APRIL, 2012 by MS. EVELYN LOONEY. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3RD day of APRIL, in the year 2012.



(Notary Seal)

*[Handwritten Signature]*

Signature of Notary Public  
Notary Public for the State of FLORIDA

My Commission Expires: 11/24/2013

INITIALS/DATE:

*[Handwritten Initials]* 04/03/12



**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Purchasing and Contracts Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON PROPOSER:**

Legal Name of Applicant:

Anna J. Kovalenko

Business Address (Street/P.O. Box, City and Zip Code):

2926 N. Orange Blossom Trail

Deland, FL 32804

Business Phone: (407) 826-1615 Ext 2

Facsimile: (407) 826-1618

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:**  
**(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

n/a

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_



**Part II**

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES ☒ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

\_\_\_ YES ☒ NO

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

\_\_\_ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

\_\_\_\_\_  
-  
\_\_\_\_\_  
-  
\_\_\_\_\_

(Use additional sheets of paper if necessary)



Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder

Date

3/30/2012

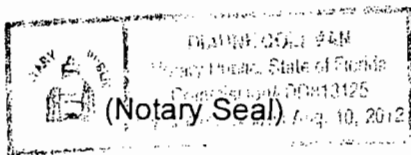
Print Name and Title of Person completing this form:

Anna J. Kovalevko

STATE OF Florida  
COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 30 day of March, 2012 by ANNA KOVALENKO. He/she is personally known to me or has produced FLD # as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 30 day of March, in the year 2012.



Signature of Notary-Public  
Notary Public for the State of FL  
My Commission Expires: \_\_\_\_\_

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

form oc ce 2p (relationship disclosure form - procurement) (3-1-11)



## ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the Initial Form: ☒  
This is a Subsequent Form: ☐

### Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): Trojan Labor;

Anna Kovachenko 2926 N. Orange Blom Trail Orlando, FL 32804

Name and Address of Principal's Authorized Agent, if applicable: none

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: \_\_\_\_\_ n/a  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_ n/a  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_ n/a  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_ n/a  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_ n/a  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_ n/a  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_ n/a  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_ n/a  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_



**Expenditures:**

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s. 112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
			none
			none
			none
			none
			none
			none
			none
			none
			none
			none
		<b>TOTAL EXPENDED THIS REPORT</b>	\$ 0

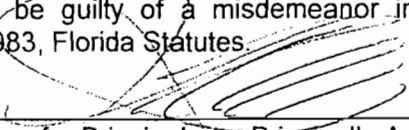


Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 3/30/2012

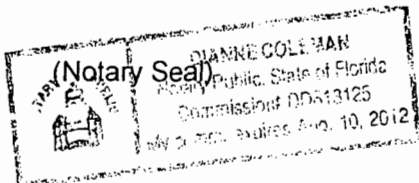
  
\_\_\_\_\_  
Signature of ☐ Principal or ☐ Principal's Authorized Agent  
(check appropriate box)

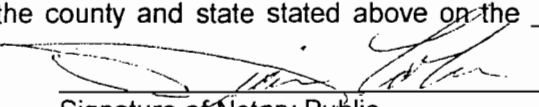
PRINT NAME AND TITLE: ANNA KOVALENKO

STATE OF Fla :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 30 day of March, 2012 by ANNA KOVALENKO. He/she is personally known to me or has produced 70 D.X. as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 30 day of March, in the year 2012.



  
\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of Fla  
My Commission Expires: \_\_\_\_\_

Staff signature and date of receipt of form \_\_\_\_\_

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.



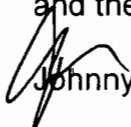


Interoffice Memorandum

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
4

May 17, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny M. Richardson, Manager, Purchasing and Contracts Division

CONTACT: Deodat Budhu, Manager, Roads and Drainage Division  
PHONE: (407) 836-7871

SUBJECT: Award of Invitation for Bids Y12-747-J2  
Lake Margaret Drainage Well Replacement and Abandonment

**RECOMMENDATION**

Approval to award Invitation for Bids Y12-747-J2, Lake Margaret Drainage Well Replacement and Abandonment, to the low responsive and responsible bidder, Henderson Wilder, Contractor. The estimated contract award amount is \$435,140.50 (Alternate Bid). Sufficient funds are available in account 1023-072-5035-6330. The Roads and Drainage Division and the Business Development Division concur with this recommendation.

**PURPOSE**

This contract includes the work necessary to properly abandon an existing drainage well and the construction of three replacement drainage wells at a nearby location. Primary tasks include geophysical logging and flow testing of the replacement wells, the construction and modification of existing various storm drainage pipes, structures, sheet pile wall, and connection to existing storm drainage systems. Other work includes activities related to mobilization, dewatering, erosion control countermeasures and site restoration. This project is located in central Orange County.

**DISCUSSION**

Two bids were received. The bid of AAA Construction Managers Inc. failed to submit a valid bid bond and was therefore determined non-responsive. The low bidder, Henderson Wilder, Contractor, achieved the M/WBE goal with 30.86% participation. The solicitation contained an alternate bid for an optional installation method for the drainage well surface casing. The base bid required the use of mud-rotary drilling installation method for installing the surface casing. The alternate bid allowed the installation method by impact driving. The alternate method was determined to be more cost effective. A survey of potential bidders who did not compete indicated they were focusing on existing projects and lacked the resources to concurrently perform this work. Staff's evaluation of their bid confirmed that the bid was reasonable based on historical pricing for similar work. Henderson Wilder, Contractor has a satisfactory record of performance for this type of work and has been determined to be responsible. Therefore, award is recommended to Henderson Wilder, Contractor (Alternate Bid).



Y12-747-J2 Lake Margaret Drainage Well Replacement and Abandonment  
Page 2 of 2

<u>Bids Received</u>	<u>Base Bid:</u>	<u>Alternate Bid:</u>
Henderson Wilder, Contractor	\$443,540.50	\$435,140.50
AAA Construction Managers Inc.	non-responsive	





Interoffice Memorandum

**BUSINESS DEVELOPMENT DIVISION**

April 18, 2012

TO: John Schmidt, Senior Contract Administrator  
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **Y12-747-J2 / Lake Margaret Drainage Well Replacement and Abandonment - Alternate**

The Business Development Division evaluated the 1 bid submitted for this project and found that the apparent low bidder Henderson Wilder, Contractor met the Orange County MWBE participation goal of 25%. They reported 30.86% MWBE participation in their bid. Please note the following certified MWBE participation:

Mbe-hm	Uribe Site Development	\$131,890.00
Wbe-wf	Winter Garden Grassing	\$2,404.25
<b>Total MWBE Participation</b>		<b>\$134,294.25 (30.86%)</b>

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 - ALTERNATE**

## **IFB-Y12-747-J2 /Lake Margaret Drainage Well Replacement and Abandonment**

<b>Rank</b>	<b>Bidder</b>	<b>Bid Amount</b>	<b>M/WBE \$'s in Bid</b>	<b>% M/WBE (Goal 25%)</b>	<b>GFE</b>	<b>\$ Over Low Bid</b>	<b>% Difference From Low Bid (7%)</b>	<b>\$ Over 2nd Low Bid</b>	<b>% Difference From 2nd Low Bid</b>	<b>EEO % M / W</b>
Low Bid	Henderson Wilder, Contractor	\$435,140.50	\$134,294.25	30.86%	na					0 / 16



For Staff Use Only:

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

**LAKE MARGARET DRAINAGE WELL REPLACEMENT AND ABANDONMENT**

Case or Bid No. Y12-747 -J2

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

This lobbying expenditure form shall be completed in full and filed with all application submittals.  
This form shall remain cumulative and shall be filed with the department processing your application.  
Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: \_\_\_\_\_

This is a Subsequent Form: \_\_\_\_\_

**Part I**

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

Henderson Wilder, Contractor 1143 Meadow Lane Orlando FL 32807

Name and Address of Principal's Authorized Agent, if applicable: N/A

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
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Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
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Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_



For Staff Use Only:

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

**LAKE MARGARET DRAINAGE WELL REPLACEMENT AND ABANDONMENT**

Case or Bid No. Y12-747 -J2

Company Name: Henderson Wilder, Contractor

**Part II**

**Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" does not include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s. 112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
	<i>None</i>		
		<b>TOTAL EXPENDED THIS REPORT</b>	<b>\$</b>



For Staff Use Only:

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

**LAKE MARGARET DRAINAGE WELL REPLACEMENT AND ABANDONMENT**

Case or Bid No. Y12-747 -J2

Company Name: Henderson Wilder, Contractor

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 4/16/12

Henderson Wilder

Signature of ☐ Principal or ☐ Principal's Authorized Agent

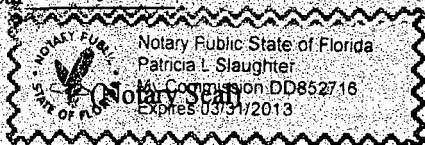
(check appropriate box)

PRINT NAME AND TITLE: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

I certify that the foregoing instrument was acknowledged before me this 16TH day of APRIL, 2012 by HENDERSON WILDER. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16TH day of APRIL in the year 2012.



Patricia L. Slaughter  
Signature of Notary Public  
Notary Public for the State of FLORIDA  
My Commission Expires: 3-31-13



For Staff Use Only:

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number Y12-747 -J2

**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I****INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**Legal Name of Applicant: Henderson Wilder, Contractor

Business Address (Street/P.O. Box, City and Zip Code):

1143 Meadow LaneOrlando, Florida 32807Business Phone (407) 948-6955Facsimile (407) 275-1339**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**

(Agent Authorization Form also required to be attached)

Name of Applicant's Authorized Agent: N/A

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_



For Staff Use Only:

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y12-747 -J2**

Company Name: Henderson Wilder Contractor

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES ☒ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

\_\_\_ YES ☒ NO

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

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---

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(Use additional sheets of paper if necessary)



For Staff Use Only:

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y12-747 -J2**

Company Name: Henderson Wilder, Contractor

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Henderson Wilder  
Signature of Applicant

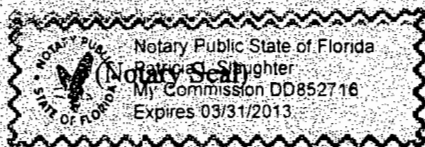
Date: 4/16/12

Print Name and Title of Person completing this form: Henderson Wilder

STATE OF Florida  
COUNTY OF Orange

I certify that the foregoing instrument was acknowledged before me this 16TH day of APRIL, 2012, by HENDERSON WILDER. He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 16TH day of APRIL, in the year 2012.



Patricia L. Slaughter  
Signature of Notary Public  
Notary Public for the State of FLORIDA  
My Commission Expires: 3-31-13





Interoffice Memorandum

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
5

May 29, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Sara Flynn-Kramer, Acting Manager, Capital Projects Division  
(407) 836-0048

SUBJECT: Award of Invitation for Bids Y12-774-RM, Orange County  
Administration Center and Courthouse Lighting Retrofit

RECOMMENDATION:

Approval to award Contract Y12-774-RM, Orange County Administration Center and Courthouse Lighting Retrofit, to the low responsive and responsible bidder, Apollo Electrical Services, Inc., in the total contract award amount of \$390,855. Funds are available in accounts 5864 065 8197 6210 and 1023 043 2050 6210. This project is 82% funded by a Federal Energy Efficiency and Conservation Block Grant (EECBG). The Business Development Division and the Capital Projects Division concur with this recommendation.

PURPOSE:

This project will replace the existing lighting at the Orange County Administration Center and the Courthouse with energy efficient lighting. The work is located at following locations:

Orange County Administration Center, 201 South Rosalind Avenue, Orlando, Florida and:

Orange County Courthouse and Orange County Courthouse Building E, 425 N. Orange Avenue, Orlando, Florida

DISCUSSION:

The low bidder, Apollo Electrical Services, Inc., failed to achieve the desired M/WBE participation goal with 0% participation. The bid of the low M/WBE compliant bidder, General Mechanical Corporation, was not within 7% of the low bid to allow application of the sliding scale. Apollo Electrical Services, Inc. and Continental Electric Co. of FL, Inc. were deemed non-responsible for failure to provide similar projects experience.



A protest was filed by Apollo Electrical Services, Inc. The protest involved determination of requisite qualifications to be determined a responsible bidder for this project. The protest was upheld at protest review and determination of non-responsible was reversed. Therefore, award is recommended to Apollo Electrical Services, Inc.

**Bids Received:**

Apollo Electrical Services, Inc.  
Continental Electric Co. of FL, Inc.  
General Mechanical Corporation  
A & K Energy Conservation, Inc.  
Heron Electric, Inc.  
Power Engineering, Group, Inc.

**Bid Amount:**

\$390,855.00  
\$420,347.00  
\$445,000.00  
\$458,150.00  
\$485,072.27  
\$520,021.00





**BUSINESS DEVELOPMENT DIVISION**

April 5, 2012

TO: Ray Mobley, Senior Contract Administrator  
Purchasing & Contracts Division

FROM: Dexter Watts, Senior Contract Administrator  
Business Development Division

SUBJECT: Business Development Division Bid Evaluation

PROJECT: **Y12-774-RM / Orange County Administration Center and Courthouse Lighting Retrofit**

The Business Development Division evaluated the 4 lowest bids of the 6 bids submitted for this project and found that the apparent low bidder Orange County certified MWBE Apollo Electrical Services, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide good faith effort documentation.

The second low bid submitted by Continental Electric Co. of FL, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide good faith effort documentation.

The third low bid submitted by General Mechanical Corporation met the Orange County MWBE participation goal of 25%. They reported 87.15% MWBE participation in their bid.

The fourth low bid submitted by A & K Energy Conservation, Inc. did not meet the Orange County MWBE participation goal of 25%. They reported 0% MWBE participation in their bid and did not provide 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.

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-Y12-774-RM / Orange County Administration Center and Courthouse Lighting Retrofit										
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	Apollo Electrical Services, Inc. [mbe-hm]	\$390,855.00	\$0.00	0.00%	no					36 / 8
2nd Low	Continental Electric Co. of FL, Inc.	\$420,347.00	\$0.00	0.00%	no	\$29,492.00	7.55%			44 / 6
3rd Low	General Mechanical Corporation	\$445,000.00	\$387,811.00	87.15%	na	\$54,145.00	13.85%	\$24,653.00	5.86%	8 / 25
4th Low	A & K Energy Conservation, Inc.	\$458,150.00	\$0.00	0.00%	no	\$67,295.00	17.22%	\$37,803.00	8.99%	12 / 15
5th Low	Heron Electric, Inc. [mbe-afam]	\$485,072.27	\$0.00	0.00%	no	\$94,217.27	24.11%	\$64,725.27	15.40%	71 / 16
6th Low	Power Engineering Group, Inc. [mbe-am]	\$520,021.00	\$0.00	0.00%	no	\$129,166.00	33.05%	\$99,674.00	23.71%	73 / 9



For Staff Use Only:  
Initially submitted on \_\_\_\_\_  
Updated On \_\_\_\_\_

**ORANGE COUNTY ADMINISTRATION CENTER AND COURTHOUSE LIGHTING  
RETROFIT**

Case or Bid No. Y12-774 -RM

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

This lobbying expenditure form shall be completed in full and filed with all application submittals.  
This form shall remain cumulative and shall be filed with the department processing your application.  
Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: \_\_\_\_\_  
This is a Subsequent Form: \_\_\_\_\_

**Part I**

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

DONALD A WYATT 19046 BATES AVE EVISTIS, FL 32736

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_

N/A



For Staff Use Only:

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

**ORANGE COUNTY ADMINISTRATION CENTER AND COURTHOUSE LIGHTING  
RETROFIT**

Case or Bid No. Y12-774 -RM

Company Name: APOLLO ELECTRICAL SVCS, INC.**Part II****Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s. 112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
		<b>TOTAL EXPENDED THIS REPORT</b>	<b>\$</b>



For Staff Use Only:

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

**ORANGE COUNTY ADMINISTRATION CENTER AND COURTHOUSE LIGHTING  
RETROFIT**

Case or Bid No. **Y12-774 -RM**

Company Name: APOLLO ELECTRICAL SVCS, INC.

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 4/3/12

[Signature]

Signature of ☐ Principal or ☐ Principal's Authorized Agent


(check appropriate box)

PRINT NAME AND TITLE: DONALD A WYATT - V.P.

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 3rd day of April, 2012 by Donald A. Wyatt. He/she is personally known to me or has produced FIDC as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3rd day of April, in the year 2012.

(Notary Seal)  [Signature]  
DEBRA L. WESLEY, Notary Public  
MY COMMISSION # EP 0000000  
EXPIRES: May 8, 2015  
Notary Public for the State of Florida  
My Commission Expires: 5/8/15



For Staff Use Only:

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y12-774 -RM**

**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Purchasing and Contracts Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I****INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**Legal Name of Applicant: APOLLO ELECTRICAL SVCS, INC.

Business Address (Street/P.O. Box, City and Zip Code):

4947 PALMETTO AVEWINTER PARK, FL 32792Business Phone (A07) 657-2488Facsimile (A07) 657-2282**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:**

(Agent Authorization Form also required to be attached)

Name of Applicant's Authorized Agent:

DONALD A WYATT

Business Address (Street/P.O. Box, City and Zip Code):

4947 PALMETTO AVE.WINTER PARK, FL 32792Business Phone (A07) 657-2488Facsimile (A07) 657-2282



OC CE FORM 2P

FOR PROCUREMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y12-774 -RM**

Company Name: APOLLO ELECTRICAL SVCS, INC.

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES ☒ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

\_\_\_ YES ☒ NO

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

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(Use additional sheets of paper if necessary)



For Staff Use Only:

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

Bid Number **Y12-774 -RM**Company Name: APOLLO ELECTRICAL SVCS, INC.**Part III****ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Donald A. Wyatt  
Signature of Applicant


Date: 4/3/12

Print Name and Title of Person completing this form: DONALD A. WYATT - U.P.

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 3 day of April, 2012 by Donald A. Wyatt. He/she is personally known to me or has produced FID as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3rd day of April, in the year 2012.

(Notary Seal)  DEBRA L. WESLEY Signature of Notary Public  
MY COMMISSION # EE 87000 Public for the State of Florida  
EXPIRES: May 8, 2011 My Commission Expires: 5/8/12



AGENT AUTHORIZATION FORM  
FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA



I/WE, (PRINT BIDDER, OFFEROR, QUOTER OR RESPONDENT NAME)

APOLLO ELECTRICAL SVCS, INC, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT  
(PRINT AGENT'S NAME), DONALD A WYATT, TO EXECUTE ANY PETITIONS OR  
OTHER DOCUMENTS NECESSARY TO AFFECT THE **CONTRACT APPROVAL PROCESS** MORE SPECIFICALLY  
DESCRIBED AS FOLLOWS, IFB NO. Y12- 756-RM, ORANGE COUNTY ADMINISTRATION CENTER  
AND COURTHOUSE LIGHTING RETROFIT, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY  
ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS **CONTRACT** AND TO ACT IN ALL  
RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS CONTRACT.

Date:

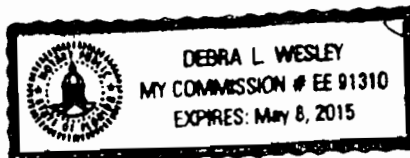
4/3/12

[Signature]  
Signature of Bidder, Offeror, Quoter or Respondent

STATE OF Florida :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of  
April, 2012 by Donald A. Wyatt. He/she is personally known to me or has  
produced FD as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 3<sup>rd</sup> day  
of April, in the year 2012.



(Notary Seal)


[Signature]  
Signature of Notary Public  
Notary Public for the State of Florida

My Commission Expires: 5/8/12



May 11, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Jimmy Richardson, Manager, Purchasing and Contracts  
Division

CONTACT: Rafael Mena, Chief Information Officer, Information Systems  
and Services Division  
Phone 407-836-5200

SUBJECT: Renewal of Software Support and Licenses for Oracle  
Database Products

RECOMMENDATION:

Approval of Renewal of Software Support and Licenses for Oracle Database Products with Oracle USA, Inc., for the period June 1, 2012 through May 31, 2013 in the amount of \$650,000.09. The Information Systems and Services Division concurs with this recommendation.

PURPOSE:

Oracle Database products hold the data for countywide and departmental applications. Some of these applications include: Advantage Financial Systems, Human Resources, Kronos Time and Attendance, Growth Management, Geographical Information Systems, Central Addressing, Integrated Criminal Justice Information Systems, Corrections Inmate Management, Corrections Medical, Public Safety 311 and 911, Health Services, Family Services, Utility Billing and Professional Standards.

DISCUSSION:

Oracle Corporation is the only contractor authorized to support and maintain their products. Resellers under the General Services Administration (GSA) contracts can sell maintenance and support and will mark-up the costs 2-3% per line item. However, the actual services will be delivered by Oracle with the GSA contractors solely acting as middlemen. This was demonstrated in prior procurements. Renewing the applications directly with Oracle will save the County approximately \$13,000 this year.


Therefore, staff concluded that contracting directly with Oracle for this proprietary software maintenance is in the County's best interest. This approach offers the County the lowest service cost and allows for direct contract administration activities with Oracle without having to go through a third party.



Interoffice Memorandum

June 11, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM:  Johnny Richardson, Manager, Purchasing and Contracts Division

CONTACT: Chief Mike Wajda, Division Chief of Training, Fire Rescue Department  
PHONE: 407-254-9005

SUBJECT: Approval Contract Y12-615-LC, Incident Command Training &  
Assessment Simulator: Ensuing Protocol and Decision-Making Skills

RECOMMENDATION:

Approval of Contract Y12-615-LC, Incident Command Training & Assessment Simulator: Ensuing Protocol and Decision-Making Skills, with the University of Central Florida Institute for Simulation and Training, in the total contract award amount of \$771,300. Funding for this project is provided from Federal Emergency Management Administration in the amount of \$617,040 and Fire MSTU dollars in the amount of \$154,260.

PURPOSE:

This project is focused on developing and implementing a performance-based curriculum for acquisition of the skills, knowledge and criteria that constitute successful command decisions. These decisions are a critical factor to ensure the safety of the first responders and citizens.

DISCUSSION:

The project will lead to significant enhancement in the way the Fire Rescue Department approaches Incident Command. From a training, competency, evaluation and promotional perspective, this program will provide objective and measurable data on incident command skills.

The one year training program includes five objectives:

1. Conversion of curriculum to new format for classroom and simulator use
2. Technical assistance from UCF on the purchase, installation and operation of the simulation equipment
3. Purchase of appropriate computer hardware and AV equipment for the simulator development
4. Virtual Reality Incident Command Simulation Software Development and Testing
5. Training for fire department instruction staff

The simulators will remain the property of the County and will be used to meet the training objective for present and future requirements. This project is consistent with goals of the United State Fire Administration.





Interoffice Mem

REAL ESTATE MANAGEMENT ITEM 1

**DATE:** May 25, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *JD*  
Administrative Services Department

**FROM:** Russell L. Corriveau, Acquisition Agent *RLC*  
Real Estate Management Division

**CONTACT PERSON:** William K. Hurt, Jr., Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7087

**ACTION REQUESTED:** APPROVAL AND EXECUTION BY THE MAYOR OF RESOLUTION  
AND SUBORDINATION OF COUNTY UTILITY INTERESTS  
BETWEEN THE STATE OF FLORIDA DEPARTMENT OF  
TRANSPORTATION AND ORANGE COUNTY AND  
AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** FDOT – State Road 15 (Hoffner Avenue from N. of Lee Vista Blvd. to W.  
of S.R. 436)  
  
District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of state  
road widening improvements.

**ITEMS:** Resolution  
  
Subordination of County Utility Interests (FDOT Parcel 117.2R)  
Revenue: None  
Size: 23,174 square feet



**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Public Works Department  
Utilities Department

**REMARKS:** This action enables the Florida Department of Transportation (FDOT) to utilize the property encumbered by Orange County Utility Easements. This Subordination was previously approved by the Board of County Commissioners on August 30, 2011, however, the legal description has since been updated to reflect current construction plans. This Subordination supersedes the previous subordination recorded in Official Records Book 10269, Page 2134.

FDOT to pay recording fees and record instrument.

**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  
9

REAL ESTATE MANAGEMENT ITEM 2

**DATE:** May 25, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *DT*  
Administrative Services Department

**FROM:** Gary Roberts, Acquisition Agent *GR*  
Real Estate Management Division

**CONTACT PERSON:** William K. Hurt, Jr., Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7087

**ACTION REQUESTED:** APPROVAL AND EXECUTION BY THE MAYOR OF NOTICE OF RESERVATION AND AUTHORIZATION TO DISBURSE FUNDS TO PAY RECORDING FEES AND RECORD INSTRUMENT

**PROJECT:** Valencia College Lane (Goldenrod Road to Econlockhatchee Trail)  
  
District 3

**PURPOSE:** To provide for access, construction, operation and maintenance of roadway improvements.

**ITEM:** Notice of Reservation (Instrument 1055.1)  
Size: 221 square feet

**BUDGET:** Account No.: 6682-001-0061-4499



**FUNDS:** \$ 27.00 Payable to Orange County Comptroller  
(recording fees)

**APPROVALS:** Real Estate Management Division  
County Attorneys Office  
Public Works Department

**REMARKS:** Retention Tract A of Valencia Palms subdivision was dedicated in fee simple to Orange County by plat. A portion of Tract A is needed for road right-of-way in connection with the widening of Valencia College Lane. The Notice of Reservation reserves the needed property for road purposes in perpetuity.

**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 Mer

I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
10

REAL ESTATE MANAGEMENT ITEM 3

**DATE:** May 25, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *JD*  
Administrative Services Department

**FROM:** Gary Roberts, Acquisition Agent *GR*  
Real Estate Management Division

**CONTACT  
PERSON:** William K. Hurt, Jr., Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7087

**ACTION  
REQUESTED:** APPROVAL AND EXECUTION BY THE MAYOR OF NOTICE OF  
RESERVATION AND AUTHORIZATION TO DISBURSE FUNDS TO  
PAY RECORDING FEES AND RECORD INSTRUMENT

**PROJECT:** Valencia College Lane (Goldenrod Road to Econlockhatchee Trail)  
  
District 3

**PURPOSE:** To provide for access, construction, operation and maintenance of  
roadway improvements.

**ITEMS:** Notice of Reservation (Instrument 1086A.1)  
Size: 3,000 square feet

**BUDGET:** Account No.: 6682-001-0061-4499



**FUNDS:** \$ 27.00 Payable to Orange County Comptroller  
(recording fees)

**APPROVALS:** Real Estate Management Division  
County Attorneys Office  
Public Works Department

**REMARKS:** A portion of County owned property known as the E-40 Canal is needed for road right-of-way in connection with the widening of Valencia College Lane. The Notice of Reservation reserves the needed property for road purposes in perpetuity.

**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 4

**DATE:** May 29, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director   
Administrative Services Department

**FROM:** Elizabeth Price Jackson, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION BY THE MAYOR OF RESOLUTION  
AND AUTHORIZATION TO INITIATE CONDEMNATION  
PROCEEDINGS

**PROJECT:** Valencia College Lane  
(Goldenrod Road to Econlockhatchee Trail)  
  
District 3

**PURPOSE:** Acquisition of two fee simple parcels for right-of-way and three temporary  
construction easements required for road widening improvements.

**ITEM:** Resolution (Parcels 1046/7046A/7046B and 1047/7047)

**BUDGET:** Account No.: 6682-001-0061-4499

**APPROVALS:** Real Estate Management Division  
Public Works Department



**REMARKS:** This is the seventh submittal of parcels for this project to be acquired through eminent domain.

**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  
12

REAL ESTATE MANAGEMENT ITEM 5

**DATE:** May 29, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director  
Administrative Services Department

**FROM:** Virginia G. Williams, Senior Title Examiner  
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL AND EXECUTION BY THE MAYOR OF RESOLUTION  
AND AUTHORIZATION TO INITIATE CONDEMNATION  
PROCEEDINGS

**PROJECT:** Holden Avenue  
(John Young Parkway to Orange Blossom Trail)  
  
District 6

**PURPOSE:** Acquisition of one fee simple parcel for right-of-way, one fee simple  
parcel for water retention, one perpetual easement for slope and fill, and  
one perpetual easement for drainage and slope and fill required for road  
widening improvements.

**ITEM:** Resolution (Parcels 8013 and 1051/9051/8051)

**BUDGET:** Account Nos.: 1034-072-3045-6110 and 1023-072-3045-6110

**APPROVALS:** Real Estate Management Division  
Public Works Department



**REMARKS:** This is the fourth submittal of parcels for this project to be acquired through eminent domain.

**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 M


I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
13

REAL ESTATE MANAGEMENT ITEM 6

**DATE:** May 21, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director   
Administrative Services Department

**FROM:** Elizabeth Price Jackson, Senior Title Examiner   
Real Estate Management Division

**CONTACT PERSON:** Ann Caswell, Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION REQUESTED:** APPROVAL OF AS IS RESIDENTIAL CONTRACT FOR SALE AND PURCHASE WITH ADDENDUM TO CONTRACT BETWEEN ORANGE COUNTY AND CHRISTINA GONZALEZ, APPROVAL AND EXECUTION BY THE MAYOR OF COUNTY DEED FROM ORANGE COUNTY TO CHRISTINA GONZALEZ AND AUTHORIZATION TO PERFORM ALL ACTIONS NECESSARY AND INCIDENTAL TO CLOSING

**PROJECT:** NSP Resale – 7540 Hidden Hollow Drive, Orlando, FL 32822 (NCST)  
District 3

**PURPOSE:** To sell a renovated former foreclosure property to a qualified buyer under the Neighborhood Stabilization Program.

**ITEMS:** As Is Residential Contract for Sale and Purchase with Addendum to Contract  
County Deed  
Revenue: \$100,000 (less closing costs and NSP assistance)\*



**REVENUE:** Account No.: 7702-065-9900-6870

**APPROVALS:** Real Estate Management Division  
County Attorney's Office  
Housing & Community Development Division

**REMARKS:** This property was purchased as part of the Neighborhood Stabilization Program (NSP). The house has been renovated and is being returned to private ownership under the terms of the NSP.

\*The revenue (sales price) is \$100,000 or the lender's appraised value, whichever is less, subject to the approval of the lender's appraisal by the Manager or Assistant Manager of the Real Estate Management Division, provided the lender's appraisal is no more than 10% less than the contract sales price. Orange County will pay closing costs, except documentary stamp tax, and may provide up to \$20,000 NSP assistance from the County's revenue. The buyer will execute a mortgage to the County in the amount of the closing costs and NSP assistance provided, which mortgage will be forgiven if the buyer occupies the house a minimum of 15 years. The County's assistance includes Community Development Block Grant funding.

Grantee to pay documentary stamp tax.

**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  
14

REAL ESTATE MANAGEMENT ITEM 7

**DATE:** May 11, 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 *RLC*  
Real Estate Management Division

**CONTACT PERSON:** William K. Hurt, Jr., Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7087

**ACTION REQUESTED:** APPROVAL OF PURCHASE AGREEMENT AND UTILITY  
EASEMENT BETWEEN SOUTHCHASE-WEST PROPERTY  
OWNERS ASSOCIATION, INC. AND ORANGE COUNTY AND  
AUTHORIZATION TO DISBURSE FUNDS TO PAY PURCHASE  
PRICE, RECORDING FEES AND RECORD INSTRUMENT

**PROJECT:** SSA Transmission Main Improvements (SRWSF-Town Loop Blvd.)  
  
District 4

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility  
facilities.

**ITEMS:** Purchase Agreement  
  
Utility Easement (Instrument 804.1)  
Cost: \$22,000  
Total size: 21,730 square feet

**BUDGET:** Account No.: 4420-038-1508-25-6110



**FUNDS:** \$22,000.00 Payable to Southchase-West Property Owners Association, Inc.  
(purchase price)

\$44.00 Payable to the Orange County Comptroller  
(recording fees)

**APPROVALS:** Real Estate Management Division  
Utilities Department

**REMARKS:** The approval of this easement will allow for the South Service Area expansion of utility service and water transmission in south Orange County.

Grantor to pay documentary stamp tax.

**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.**





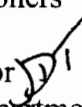
Interoffice Memo

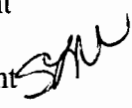
I. CONSENT AGENDA  
ADMINISTRATIVE SERVICES  
DEPARTMENT  
15

REAL ESTATE MANAGEMENT ITEM 8

**DATE:** May 25, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director   
Administrative Services Department

**FROM:** Sabrina L. Miller, Acquisition Agent   
Real Estate Management Division

**CONTACT PERSON:** William K. Hurt, Jr., Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7087

**ACTION REQUESTED:** APPROVAL OF TEMPORARY INGRESS-EGRESS EASEMENT  
BETWEEN BAY HILL FOUNTAINS, L.L.C., MDC FOUNTAINS, LLC  
AND ORANGE COUNTY, AUTHORIZATION TO DISBURSE FUNDS  
TO PAY ALL RECORDING FEES AND RECORD INSTRUMENT

**PROJECT:** Master Pump Station No. 3151 (Group 4A1)  
  
District 1

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility facilities.

**ITEM:** Temporary Ingress-Egress Easement (Instrument 701B.1)  
Cost: Donation  
Size: 4,790 square feet  
Term: 3 years

**BUDGET:** Account No.: 4420-038-1428-90-6110

**FUNDS:** \$44.70 Payable to Orange County Comptroller  
(all recording fees)



**APPROVALS:** Real Estate Management Division  
Utilities Department

**REMARKS:** Orange County Utilities is rehabilitating Master Pump Station No. 3151.  
This easement provides access to the pump station for a period of three (3)  
years.

**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  
16

REAL ESTATE MANAGEMENT ITEM 9

**DATE:** May 25, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *DT*  
Administrative Services Department

**FROM:** Sabrina L. Miller, Acquisition Agent *SLM*  
Real Estate Management Division

**CONTACT PERSON:** William K. Hurt, Jr., Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7087

**ACTION REQUESTED:** APPROVAL OF TEMPORARY CONSTRUCTION EASEMENT  
BETWEEN BAY VIEW RESERVE CONDOMINIUM ASSOCIATION,  
INC. AND ORANGE COUNTY, AUTHORIZATION TO DISBURSE  
FUNDS TO PAY ALL RECORDING FEES AND RECORD  
INSTRUMENT

**PROJECT:** Master Pump Station No. 3151 (Group 4A1)  
  
District 1

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility  
facilities.

**ITEM:** Temporary Construction Easement (Instrument 702A.1)  
Cost: Donation  
Size: 21,144 square feet  
Term: 3 years

**BUDGET:** Account No.: 4420-038-1428-90-6110

**FUNDS:** \$36.20 Payable to Orange County Comptroller  
(all recording fees)



**APPROVALS:** Real Estate Management Division  
Utilities Department

**REMARKS:** Orange County Utilities is rehabilitating Master Pump Station No. 3151.  
This easement provides a staging area to store construction equipment and materials for a period of three (3) years.

**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 Mem

REAL ESTATE MANAGEMENT ITEM 10

**DATE:** May 25, 2012

**TO:** Mayor Teresa Jacobs  
and the  
Board of County Commissioners

**THROUGH:** John D. Terwilliger, Director *JDT*  
Administrative Services Department

**FROM:** Linda Hinote, Title Examiner *LH*  
Real Estate Management Division

**CONTACT  
PERSON:** Ann Caswell, Assistant Manager

**DIVISION:** Real Estate Management  
Phone: 836-7082

**ACTION  
REQUESTED:** APPROVAL OF UTILITY EASEMENT BETWEEN WALT DISNEY  
PARKS AND RESORTS U.S., INC. (F/K/A WALT DISNEY WORLD  
CO., F/K/A WALT DISNEY WORLD HOSPITALITY &  
RECREATION CORPORATION, F/K/A LAKE BUENA VISTA  
COMMUNITIES, INC.) AND ORANGE COUNTY AND  
AUTHORIZATION TO RECORD INSTRUMENT

**PROJECT:** Clubhouse at NERP – Utility File #67087  
  
District 1

**PURPOSE:** To provide for access, construction, operation, and maintenance of utility  
facilities as a requirement of development.

**ITEM:** Utility Easement  
Cost: Donation  
Size: 336 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.**



I. CONSENT AGENDA  
COMMUNITY AND ENVIRONMENTAL  
SERVICES DEPARTMENT  
DEPARTMENT

1



INTEROFFICE MEMORANDUM  
CODE ENFORCEMENT DIVISION

2450 W. 33<sup>RD</sup> Street – 2<sup>ND</sup> Floor  
Orlando, Florida 32839

**AGENDA ITEM**

**DATE:** May 23, 2012

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

**FROM:** Robert Spivey, Manager, Code Enforcement Division *BSol*

**CONTACT PERSON**

**AND PHONE:** Lily Gonzalez, Administrative Support Supervisor – 407-836-4253

**SUBJECT:** June 19, 2012, Consent Agenda Item(s)  
Resolutions for Special Assessment Liens – 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 12-0524	1	Scott K. March	\$ 120.06
LC 12-0527	1	Scott March	\$ 158.10
LC 12-0531	1	Paul Vincent Phelps	\$ 158.10
LC 12-0512	2	Tangerine Development LLC	\$ 310.08
LC 12-0513	2	Tangerine Development LLC	\$ 314.70
LC 12-0514	2	Tangerine Development LLC	\$ 289.50
LC 12-0515	2	Tangerine Development LLC	\$ 510.89
LC 12-0516	2	Tangerine Development LLC	\$ 375.30
LC 12-0517	2	Tangerine Development LLC	\$ 339.90
LC 12-0518	2	Tangerine Development LLC	\$ 339.90
LC 12-0521	2	Jennifer A. Resto	\$ 241.60
LC 12-0522	2	Owen Lee McDonald	\$ 489.40
LC 12-0523	2	Clara Jones & Michael N. Jones & Frances Jones	\$ 133.02
LC 12-0554	2	Manor Park LLC	\$ 709.14
LC 12-0556	2	Roges Joseph & Amonise L. Joseph	\$ 102.90
LC 12-0557	2	Carlos Vargas & Maria E. Martinez Mendoza & Miguel Vargas	\$ 204.42
LC 12-0563	2	Anthony D. Hardy & Colleen A. Hardy	\$ 267.53
LC 12-0564	2	Todd Boyd & Deborah Boyd	\$ 267.10
LC 12-0519	3	Abraham Gruber	\$ 189.49



LC 12-0539	3	Manohar H. Jain Trustee	\$ 546.54
LC 12-0546	3	Orlando Partners LLC & Jeffrey T. Kiser & Lydia Kiser & Robert Stephensen	\$1,196.93
LC 12-0547	3	Orlando Partners LLC & Jeffrey T. Kiser & Lydia Kiser & Robert Stephensen	\$ 636.54
LC 12-0561	4	Fred Ortega	\$ 115.74
LC 12-0542	5	James Perine & Jody Perine & Andrew Perine & Chris Baldwin	\$ 334.10
LC 12-0568	5	Sheila Powell Newberry	\$ 228.67
LC 11-1128	6	Randy Smith & Yolanda S. Smith	\$ 132.57
LC 11-1233	6	Dagma Martinez	\$ 150.13
LC 12-0354	6	Yudelka Rosario	\$ 143.08
LC 12-0451	6	Osvaldo Bosque & Maria Bosque	\$ 163.60
LC 12-0533	6	Alphonzo L. McKinney & Debra M. McKinney	\$ 279.48
LC 12-0534	6	Lisa Jackson-Crawford	\$ 109.98
LC 12-0535	6	Lonnie Sanders	\$ 91.38
LC 12-0538	6	Michael H. Zink	\$ 115.26
LC 12-0543	6	Norman Beard Jr. & Elnora W. Beard	\$ 113.70
LC 12-0548	6	Victor S. Abreu & Edwin Abreu & Wilson Samuel Abreu	\$ 202.24
LC 12-0550	6	Earl Braxton	\$ 96.42
LC 12-0551	6	J P F D Investment Corp.	\$ 126.90
LC 12-0565	6	David Indar	\$ 140.64
LC 12-0571	6	Dindyal Narain	\$ 223.59
LC 12-0617	6	Loretta E. Tomlinson	\$ 232.87

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 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.

Please certify one copy of each Resolution for the recording of Special Assessment Liens and return to Randy Gosa in the Code Enforcement Division.

Attachments

c: Chris Testerman, Assistant County Administrator  
Melvin Pittman, Director, Community and Environmental Services Department






**Interoffice Memorandum**  
**COMMUNITY AND ENVIRONMENTAL SERVICES DEPARTMENT**

**AGENDA ITEM**

May 29, 2012

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

FROM: Lori Cunniff, Manager  
Environmental Protection Division 

SUBJECT: June 19, 2012, Consent Item  
Florida Department of Environmental Protection  
Grant Agreement No. LP6839, Amendment No. 3  
Little Wekiva River Water Quality Improvement Initiative

The Environmental Protection Division (EPD) is requesting approval of Amendment No. 3 to the Florida Department of Environmental Protection (FDEP) Grant Agreement No. LP6839 (Agreement). This Amendment will extend the deadline of the referenced grant from December 31, 2012 to June 30, 2014, and amend the project work plan to include an additional project.

The Board of County Commissioners approved the original \$1,000,000 Agreement in June 2008, subsequently, Amendments 1 and 2 extended the expiration dates of the Agreement to allow additional time to complete the C-7 Canal Detention Pond project constructed for the purpose of water quality improvement on Lake Lawne, a Total Maximum Daily Load (TMDL) impaired lake. This project has since been completed under budget, leaving \$177,201.04 in unexpended grant funds remaining.

As part of this Amendment, EPD sought and has been granted approval to utilize the remaining funds from this Agreement for an additional project known as the South Lake Lawne Solar Stormwater Reuse project. This innovative and demonstrative project will take untreated stormwater from Pine Hills Road and surrounding areas, and collect it into a two-stage pond designed to meet the proposed new stormwater quality standards.

The pond's first stage will consist of a sedimentation and floatable screening area where the majority of this material will be contained. Clarified effluent from the first pond will then flow into the second stage "storage" pond. This portion will not only store the treated water for additional nutrient/pollutant removal, but will also be used as an alternative source of irrigation supply for Barnett Park. The irrigation system will also be innovative in that it will be completely a solar powered system. This project will reduce nutrients/pollutants from entering Lake Lawne, help meet the TMDL reduction requirements, and will also be a self-sustaining water source for irrigation needs, thereby reducing current potable water requirements used for irrigation.



May 29, 2012

Grant Agreement No. LP6839, Amendment No. 3

Page Two

This Amendment was reviewed by the County Attorney's Office and approved as to form.

**ACTION REQUESTED:**      **Approval of State Financial Assistance Agreement DEP Agreement No. LP6839 Orange County Amendment No. 3 between the Florida Department of Environmental Protection and Orange County for the Little Wekiva River Water Quality Improvement Initiative to extend the grant completion date to June 30, 2014 and to add the Lake Lawne Solar Stormwater Reuse Project. District 6**

Attachments

c:      Ajit Lalchandani, County Administrator  
Chris Testerman, Assistant County Administrator  
Melvin Pittman, Director, Community and Environmental Services Department  
Joel D. Prinsell, Deputy County Attorney  
Patria Morales, Management and Budget Advisor, Office of Management and Budget  
Hildegardis Melendez, Comptroller's Office



**STATE FINANCIAL ASSISTANCE AGREEMENT  
DEP AGREEMENT NO. LP6839  
ORANGE COUNTY  
AMENDMENT NO. 3**

THIS AGREEMENT as entered into on the 17<sup>th</sup> day of June, 2008, and amended on the 13<sup>th</sup> day of December, 2010, and the 6<sup>th</sup> day of February, 2012, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and ORANGE COUNTY (hereinafter referred to as the "Grantee" or "Recipient") is hereby amended.

WHEREAS, the Grantee has requested a revision in the scope of work and a reallocation of the budget for the project; and,

WHEREAS, the Grantee has requested an extension of the term of the Agreement in order to complete the project as planned; and,

WHEREAS, the Department has determined that an extension of time to complete the project would be in the best interest of the State; and,

WHEREAS, the Grantee understands that certification forward of State Fiscal Year 2007-2008 funds supporting this Amendment beyond June 30<sup>th</sup> of each year is subject to the approval of the Governor's Office; and,

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period; and,

WHEREAS, the Grantee understands that if the Governor's Office does not approve the Department's request to certify the funds forward, the Grantee will not be eligible for reimbursement for the activities covered by the remaining unpaid State Fiscal Year 2007-2008 funds; and,

WHEREAS, additional changes to the Agreement are necessary.

NOW, THEREFORE, the parties hereto agree as follows:

1. The opening paragraph of the Agreement is hereby revised to change the reference to the Grantee from "ORANGE COUNTY, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as 'Grantee' or 'Recipient'), a local government under the laws of the State of Florida" to "ORANGE COUNTY, whose address is 201 South Rosalind Avenue, Orlando, Florida 32801 (hereinafter referred to as 'Grantee' or 'Recipient'), a Charter County and political subdivision of the State of Florida".
2. Section 2. is hereby revised to change the completion date of the Agreement from December 31, 2012, to June 30, 2014, and to include the following language as a separate paragraph.



The Grantee understands and agrees that certification forward of the State Fiscal Year 2007-2008 funds supporting this Agreement beyond June 30<sup>th</sup> of each year is subject to the approval of the Governor's Office.

3. **Attachment A-2**, Revised Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-3**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to any prior **Attachment A(s)** shall hereinafter refer to **Attachment A-3**, Revised Project Work Plan.

4. In all other respects, the Agreement of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



This Amendment 3 to State Financial Assistance Agreement LP6839 shall be executed in two or more counterparts, either of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the State Financial Assistance Agreement to be executed on its behalf by the Deputy Division Director of the Department and the Grantee has caused this amendment to be executed on its behalf by its Authorized Representative. The effective date of this amendment shall be as set forth below by the Deputy Director of the Department of Environmental Protection, Division of Water Resource Management.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

By: \_\_\_\_\_  
Deputy Director  
Division of Water Resource Management

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

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

\_\_\_\_\_  
Tommy Williams, DEP Grant Manager

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

By: \_\_\_\_\_  
Deputy Clerk

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Amendment, a resolution, statement, or other document authorizing that person to sign the Amendment on behalf of the Grantee must accompany the Amendment.

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/Number</u>	<u>Description (include number of pages)</u>
Attachment	A-3	Revised Project Work Plan (4 pages)



**ATTACHMENT A-3**  
**REVISED GRANT WORK PLAN**  
**LP6839**  
**ORANGE COUNTY**

**Project Title:** Lake Lawne Solar Stormwater Reuse Project: Little Wekiva River Water Quality Improvement Initiative

**Project Location:** This project is located at the south side of Lake Lawne, a TMDL-impaired lake, and the headwaters of the Little Wekiva River system.

**Project Background:** Lake Lawne (WBID 3004C) has been identified as a nutrient (nitrogen and phosphorus) impaired water body in the Group 2 Middle St. Johns River Basin and has been assigned a TMDL (Gao, 2007). Lake Lawne is the first lake (headwaters) in the Little Wekiva River Basin system. It has six (6) distinct canal/ditch outfalls (point sources) entering the lake. These two projects will significantly reduce the loadings from two of these point sources.

**C-7 Wet Detention Pond Project:** The C-7 Canal conveyed untreated runoff from a 108 acre residential drainage basin into Lake Lawne. This canal was deeply cut into the existing landscape, and has caused excessive draining of hardwood wetland areas adjacent to the canal. A water quality improvement feasibility study for the C-7 canal was performed by Environmental Research and Design (ERD), Inc. during 2007, and a wet detention pond was recommended with a residence time that should achieve 75% removal of total phosphorus from the residential basin. This project constructed the recommended 3.77 acre (@ normal high water elevation) wet detention pond on a 7 acre undeveloped parcel adjacent to Lake Lawne with a system to re-circulate surface water through the pond. Existing land use on the parcel is a combination of wooded, disturbed land, and altered wetlands. The detention pond bisects the existing C-7 canal and replaces the existing deep canal to provide stormwater treatment for the 108 acre residential watershed as well as restore normal sheet flow into the altered wetlands. The property for the project is already under the ownership of Orange County, and Capital Improvement Projects (CIP) budget funds have been identified for matching costs. Discharges from the detention pond will be released in a diffuse manner, restoring the historical natural overland flows.

The work outlined under the original workplan for the C-7 wet detention pond project was successfully completed, and we are now in the monitoring phase of the project. Orange County would like to request that the remaining funds be used for an additional water quality project outlined below that would serve not only Lake Lawne but also the Little Wekiva River system, both TMDL nutrient-impaired systems. In addition, Orange County would like to request approval, as part of this amendment, for reimbursement for funds expended for engineering, design and permitting that have been invoiced for the Lake Lawne Solar Reuse Projects since July 1, 2011.

**Lake Lawne Solar Reuse Project:** This innovative and demonstrative project will take untreated stormwater from Pine Hills Road and surrounding area and collect it into a new 2-stage pond designed to meet proposed new stormwater quality standards. This pond's first (1<sup>st</sup>) stage will consist of a sedimentation and floatable screening area where the majority of suspended and floatable materials will be retained. The clarified effluent from this first pond will then flow into



the second (2<sup>nd</sup>) stage "storage" pond. This portion will not only store the pre-treated water but will also be used as an alternative source of irrigation for the adjacent public county park. The irrigation system will be operated entirely by a solar-powered system. This will not only remove nutrients from entering Lake Lawne but will also be a self-sustaining water source for irrigation needs and in part reduce the current potable water requirements.

#### **Project Description:**

**C-7 Wet Detention Pond Project:** This project will design, permit and construct a wet detention pond and a system to re-circulate surface water during periods of low flow, with a 120 day residence time that should remove 75% of the phosphorus from this sub basin's stormwater entering Lake Lawne. The TMDL Report: Nutrient TMDLs for Spring Lake (WBID 2987A), Lake Florida (WBID 2998A), Lake Orienta (WBID 2998C), Lake Adalaide (WBID 2998E), Lake Lawne (WBID 3004C), Silver Lake (3004D), and Bay Lake (WBID 3004G) in the Wekiva Study Area by Xueqing Gao prepared on November 2, 2007 describes the nature of the impairments to Lake Lawne. These include nitrogen and phosphorus which lead to algal blooms. A report by CDM on the Little Wekiva prepared in 2007 describes the Little Wekiva and Lake Lawne watershed, and also identifies the land uses and pollutant loads. A feasibility study on the watershed, specific site location, loading rates and cost estimates was performed by ERD, Inc. and documented in the report Lake Lawne C-7 Canal Nutrient Reduction Feasibility Evaluation, July 2007.

The loading from this sub-basin is 77 pounds of phosphorus per year.

The project will include the following tasks or activities:

#### **Task 1.0 Prepare Construction Plans**

**Cost:** \$75,000.00 (\$75,000.000 Orange County Funding)

**Deliverable 1a:** Scope of Work

**Deliverable 1b:** Purchase Order for Design Firm

**Deliverable 1c:** Construction Plans

**Deliverable 1d:** Water Management District Permit

**Performance Measures:** Pond permitted and designed on time

**Completion Date:** Completed

**Budget Information:** Engineering Design & Permitting was paid for by Orange County Funding.

**Contractual:** \$75,000.00

#### **Task 2.0 Construction**

**Cost:** \$1,549,349.27 (\$801,550.32 FDEP Funding, \$747,798.95 Orange County land value and Orange County Funding)

**Deliverable 2a:** Select Contractor

**Deliverable 2b:** Notice to Proceed

**Deliverable 2c:** Invoice for Purchase of Solarbee Aeration System

**Deliverable 2d:** As Built Plans

**Performance Measures:** Pond completed and as built plans submitted.

**Timeline for Completion:** Completed

**Budget Information:** FDEP Funding, Orange County Funding and land value were utilized for the construction cost.

**Contractual:** \$1,549,349.27



**Task 3.0 Post Construction Monitoring**

**Cost:** \$24,248.64

**Deliverable 3a.** Monitoring Plan and QAPP

**Deliverable 3b:** Invoice for Purchase of Auto Samplers

**Deliverable 3c.** Photos of Installed Auto Samplers

**Deliverable 3d.** Quarterly reports of Samples Analyzed

**Deliverable 3e.** Final Monitoring Report

**Performance Measures:** Final report submitted on time

**Timeline for Completion:** May 2013

**Budget Information:** FDEP Funding \$21,248.64 for purchase of auto samplers, Orange County \$3,000.00 in kind services.

**Lake Lawne Solar Stormwater Reuse Project:**

The project will divert untreated stormwater from Pine Hills Road and the surrounding area into a new wet detention pond, with a reuse component, before entering Lake Lawne. Currently, stormwater enters Lake Lawne through an open ditch on the south end of the lake, draining approximately 177 acres (Dierberg, et. al. 1993). This project will utilize a portion of the existing open ditch that runs through the Orange County Park (Barnett Park).

Once the stormwater reaches the new pond, it will enter a deeper basin to allow the sediments to settle. This portion will be deep enough to function as a stilling basin, but not deep enough to allow anoxic conditions to develop, which have the potential to release nutrients into the water column. This portion of the pond will be positioned and constructed to allow for easier service and maintenance than the rest of the pond system.

The pond will then transition into a traditional wet pond system. The pond will incorporate appropriate depths to ensure that short circuiting does not happen and to ensure that anoxic areas do not develop. The third treatment element of the project will incorporate irrigation from the pond (stormwater reuse) on the County park site by means of solar powered pumps. Wells will be installed alongside the pond banks, in the manner outlined in Section 15.0 Stormwater Harvesting Design Criteria (FDEP 2010 Draft). The use of four (4) feet of native soils or clean fill should remove bacteria, turbidity, algal cells and toxins that may be produced by certain species of algae that might grow in a stormwater pond.

Any of the unused treated stormwater will be allowed to discharge to Lake Lawne. All other elements of this project will be consistent with the permitting requirements in place at the time of permit application. This project is within the jurisdiction of the St. Johns River Water Management District and will comply with all of their requirements.

**Project Tasks:****Task 1.0 Prepare Construction Plans**

**Cost:** \$149,594.94 (\$74,797.47 FDEP Funding, \$74,797.47 Orange County Funding)

**Deliverable 1a:** Construction Plans

**Deliverable 1b:** Water Management District Approved Permit

**Performance Measures:** Pond permitted and designed on time

**Financial Consequences:** All discrepancies with the final construction plans shall be reviewed and corrected by the contractor prior to bid and final payment.

**Completion Date:** July 2012



**Budget Information:** Professional services are being paid by Orange County Funding and FDEP Funding. Professional services that will be subcontracted include design, engineering, and permitting.

**Contractual:** \$149,594.94

**Task 2.0 Construction**

**Cost:** \$201,807.15 (\$102,403.57 FDEP Funding, \$99,403.58 Section 319 Grant, Orange County Funding)

**Deliverable 2a:** Select Contractor

**Deliverable 2b:** Notice to Proceed

**Deliverable 2c:** As-Built Plans

**Performance Measures:** Pond permitted and constructed on time

**Financial Consequences:** All discrepancies with construction will be the responsibility of the contractor to correct before each payment request is approved and processed..

**Completion Date:** March 2013

**Budget Information:** FDEP Funding, Orange County Funding and a Section 319 Grant will be utilized for the construction cost.

**Contractual:** \$201,807.15

**Post Construction Monitoring:** The post construction monitoring and final report will be performed as part of a 319 grant. A copy of the final report will be submitted to FDEP.

**Land:** The land for this project is owned by the County.

**Total Budget by Task:**

Task	DEP Grant Funding	Matching Funds and Source	
		Matching Funds	Source of Funds
1 <b>Prepare Construction Plans:</b> C-7 Wet Detention Project	\$0	\$75,000.00	Orange County Funds
Lake Lawne Solar Reuse Project	\$74,797.47	\$74,797.47	Orange County Funds
2 <b>Construction:</b> C-7 Wet Detention Project	\$801,550.32	\$747,798.95	Land, Orange County Funds
Lake Lawne Solar Reuse Project	\$102,403.57	\$99,403.58	Section 319 Grant, Orange County Funds
3 Post-Project Monitoring (C-7 Wet Detention Project)	\$21,248.64 (Purchase of Autosamplers)	\$3,000.00	Orange County In-Kind Services
Total:	\$1,000,000.00	\$1,000,000.00	
Project Total:	\$2,000,000.00		






Interoffice Memorandum

AGENDA ITEM

May 28, 2012

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

FROM: Mitchell L. Glasser, Manager  
Housing and Community Development Division 

SUBJECT: Consent Agenda Item – June 19, 2012  
Termination of Affordable Housing Density Bonus Agreement

BRM Florida Buena Vista Pointe, LLC, is the owner of Buena Vista Pointe, located at 11856 Reedy Creek Drive, Orlando, Florida. The owner is in the process of refinancing this affordable rental complex through a program of the Department of Housing and Urban Development (HUD). During the title work, it was discovered that Orange County executed an Affordable Housing Density Bonus Agreement with the original developer, Cypress Point Limited Partnership, dated October 5, 1993. The time frame for the Density Bonus Agreement was for 15 years.

The obligations set forth in the Density Bonus Agreement have been fulfilled since that time and the owner is in compliance with the agreement. The owner wishes to removed this cloud on the title. Thus, BRM Florida Buena Vista Pointe, LLC is now requesting the Density Bonus Agreement be terminated, which requires approval by the Board of County Commissioners. The County Attorney's Office and the Housing and Community Development Division have reviewed the original Density Bonus Agreement and the attached Termination of Affordable Housing Density Bonus Agreement and recommend approval of the termination agreement.

**ACTION REQUESTED: Approval of Termination of Affordable Housing Density Bonus Agreement between Orange County and BRM Florida Buena Vista Pointe, LLC. District 1.**

Attachment

c: Chris Testerman, Assistant County Administrator  
Melvin Pittman, Director, Community and Environmental Services Department  
Pat Bythwood, Manager, Fiscal and Human Resources Division/CES Department



Prepared By and Return To:

Michael J. Kirwin, P.L.  
Kirwin Norris, P.A.  
15 W. Church Street, Suite 301  
Orlando, Florida 32801

**TERMINATION OF  
AFFORDABLE HOUSING DENSITY BONUS AGREEMENT**

**WHEREAS**, Buena Vista at Cypress Point Limited Partnership, a Texas limited partnership (the "Developer") and Orange County, Florida, a political subdivision of the State of Florida (the "County"), are parties to that certain Affordable Housing Density Bonus Agreement dated October 5, 1993, and recorded in Official Records Book 4634, Page 4336, Public Records of Orange County, Florida (the "Bonus Density Agreement"); and

**WHEREAS**, the Bonus Density Agreement imposed restrictive covenants (the "Restrictive Covenants") pertaining to the development of real property in Orange County, Florida, more particularly described in the Bonus Density Agreement (the "Property"); and

**WHEREAS**, the Restrictive Covenants have terminated and expired pursuant to Section 12 of the Bonus Density Agreement, and the Developer and County desire to execute this instrument to confirm the termination of the Restrictive Covenants and to release the Property from the encumbrance and all restrictions (including, without limitation, the Restrictive Covenants) contained in the Bonus Density Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and County hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into the body of this instrument as if fully set forth herein.

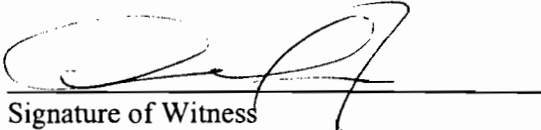
2. Termination of Bonus Density Agreement. The Bonus Density Agreement is hereby terminated, and the Property is hereby released from the encumbrance of the Bonus Density Agreement and all restrictions contained therein including, without limitation, the Restrictive Covenants.

[SIGNATURE PAGES FOLLOW]

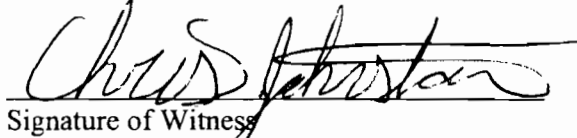


IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials.

Signed, sealed and delivered  
in the presence of:

  
Signature of Witness

David Fen  
Print Name

  
Signature of Witness


Chris Johnston  
Print Name

DEVELOPER:

**BUENA VISTA AT CYPRESS POINT  
LIMITED PARTNERSHIP**, a Texas limited  
Partnership

By: BRM Florida Buena Vista Pointe, LLC,  
a Florida limited liability company, its  
general partner


By: BRM Florida Holdings, LLC, a  
Florida limited liability company,  
its sole member

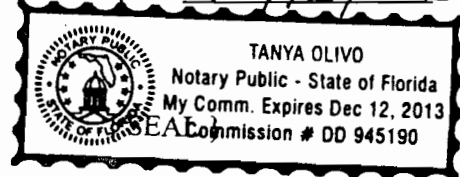
By:   
Lou Vogt, Manager

Date: 5/25/2012

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25 day of May, 2012, by Lou Vogt, as Manager of BRM Florida Holdings, LLC, a Florida limited liability company, the sole member of BRM Florida Buena Vista Pointe, LLC, a Florida limited liability company, the general partner of Buena Vista At Cypress Point Limited Partnership, a Texas limited Partnership. He is personally known to me or has produced \_\_\_\_\_ as identification.

  
Print Name: Tanya Olivo  
Notary Public, State of Florida  
Commission No. DD945190  
My commission expires: 12/12/2013





**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

ORANGE COUNTY, FLORIDA

BY: Board of County Commissioners

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

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

BY: \_\_\_\_\_  
Deputy Clerk





Interoffice Memorandum

AGENDA ITEM

May 28, 2012

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

FROM: Mitchell L. Glasser, Manager  
Housing and Community Development Division

SUBJECT: Consent Agenda Item – June 19, 2012  
Amendment to Neighborhood Stabilization Program 3 (NSP3)

The Neighborhood Stabilization Program (NSP) was created by the Housing Economic Recovery Act (HERA) of 2008 to respond to the rising residential foreclosures and property abandonment and to stabilize communities negatively impacted by foreclosures. Orange County's NSP is concentrated on acquisition, rehabilitation, and sale of foreclosed homes to low and moderate income homebuyers.

Orange County's Neighborhood Stabilization Program currently operates in the Pine Hills, Azalea Park, Union Park, Holden Heights/Oak Ridge, and the Meadow Woods target areas. In March 2011, the Department of Housing and Urban Development allocated an additional \$11.5 million to Orange County for NSP3 and Pine Hills was selected as the target area. To date, the County has been successful in purchasing 28 homes under NSP3. Subsequently, the homes are rehabilitated and resold to income qualified new owners.

The number of available foreclosed properties in Pine Hills has been reduced substantially, and this has slowed the staff's ability to acquire properties. NSP3 has a strict expenditure deadline that will not be met with the pace of available properties only in the Pine Hills area. Therefore, to expedite the use of the NSP3 grant funds, staff is recommending expanding the NSP3 program into two additional target areas: Azalea Park and Meadow Woods. The Azalea Park and Meadow Woods communities have also been identified as having a high number of foreclosures. The expansion of the NSP3 target areas will expedite the expenditure of the funds by the deadline required by the program.

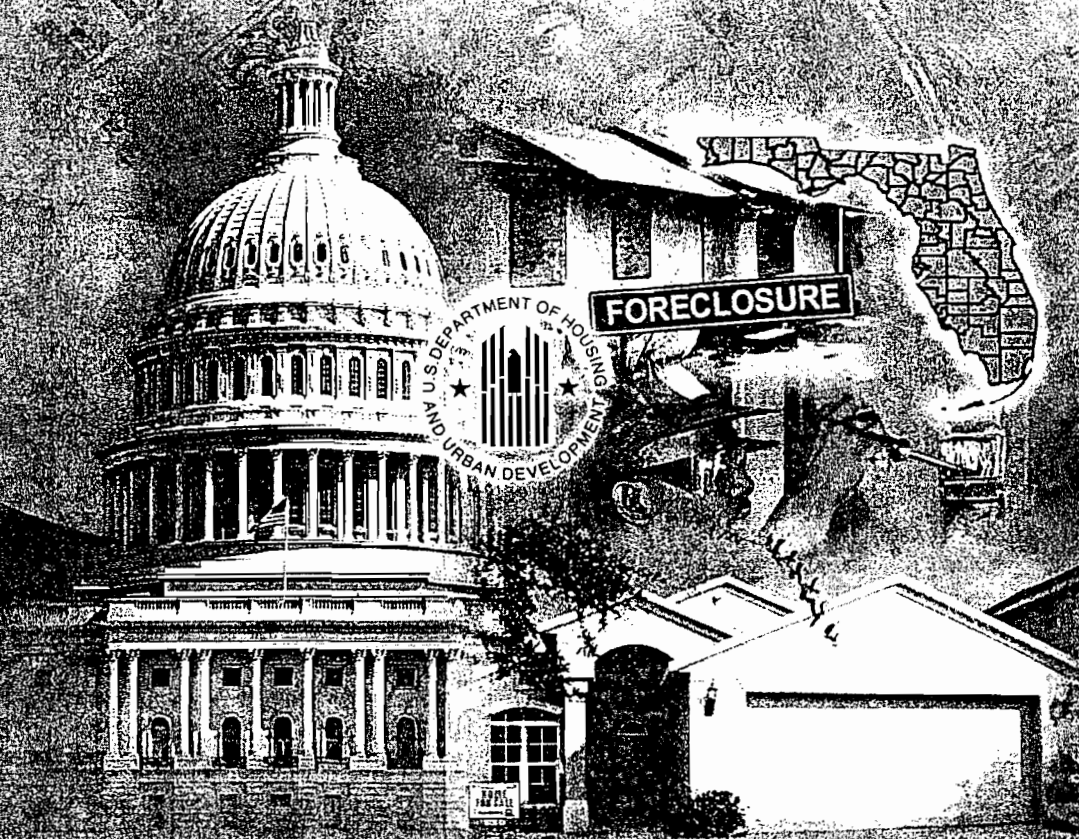
**ACTION REQUESTED:** Approval of Neighborhood Stabilization Program 3 Action Plan Amendment to expand the program into the Azalea Park and Meadow Woods communities. Districts 3, 4, and 6.

Attachment

c: Chris Testerman, Assistant County Administrator  
Melvin Pittman, Director, Community and Environmental Services Department  
Pat Bythwood, Manager, Fiscal and Human Resources Division/CES Department



# Neighborhood Stabilization Program 3 Action Plan Amendment



**HOUSING & COMMUNITY DEVELOPMENT DIVISION**

525 East South Street  
Orlando, Florida 32801

407-836-5150  
[www.ocfl.net](http://www.ocfl.net)



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## **I. INTRODUCTION**

The Orange County Housing and Community Development Division is submitting an amendment to the Action Plan for the Neighborhood Stabilization Program 3 (NSP3). The Amendment will expand program activities into two additional target areas, and expedite the use of grant funds allocated. The Azalea Park and Meadow Woods communities have been identified as target areas with a high number of foreclosures, and likely will face a significant rise in home foreclosures in the future. With the real estate market beginning to recover, the number of available foreclosed properties has been reduced substantially, which has slowed our ability to acquire properties. The expansion of our NSP3 target areas will ensure that we will meet the expenditure deadlines required by the program. A summary of the data identifying the geographic areas of greatest need is provided in Exhibit A1, A2 of the NSP3 Amendment. Orange County will utilize NSP3 funding to help stabilize the following communities:

Pine Hills  
Azalea Park  
Meadow Woods

The amended NSP3 Action Plan will be available for public comment at the Orange County Library, Orange County Housing and Community Development Division and web site: <http://netapps.ocfl.net/nsp/Links.aspx> from May 21 through June 6, 2012. Public comments received and responses will be incorporated into this Plan. It is our belief that this amendment will stabilize communities and ensure compliance with the goals and objectives of the NSP3 program.

## **II. AREA OF GREATEST NEED**

Orange County is amending its Neighborhood Stabilization Program (NSP3) Action Plan to include the Azalea Park and Meadow Woods communities. We reviewed data from HUD's mapping tool as well as locally obtained foreclosure data to identify these areas of greatest need. We limited our review to areas that had a need score of 17 or greater from the planning date provided by HUD.

The areas selected for our NSP3 program, are areas in which our investment will have an impact and stabilize the neighborhoods. The targeted communities exemplify many of the characteristics worthy of being an NSP3 target area. The areas have a high foreclosure need score, high number of delinquent and foreclosed homes, large number of vacant homes and large percent of high cost mortgages which indicate predatory lending practices. Our NSP3 investment and additional investments from Orange County and the private sector will be an impetus for these communities becoming a stable, sustainable, and integral component of our overall community.



## **A. Neighborhood Description**

The amended target areas for the NSP3 Program will include the areas referred to, locally, as Azalea Park and Meadow Woods. The planning and map data for these areas were generated at the HUD NSP3 mapping tool website and are attached as Exhibit A1 and A2. The Azalea Park Community is ripe for redevelopment given its proximity to downtown, its street grid, solid housing stock and available sites for redevelopment. The Meadow Woods community has a newer housing stock and has been impacted adversely by questionable lending practices over the years. Maps of the target are attached as Exhibit B1, and B2.

### **Azalea Park**

The Azalea Park Community consists of 36,666 households, of which 47.9 percent earn less than 80 percent of the Area Median Income. There were 1,606 vacant properties in May 2011. Additionally 18.43 percent of the properties were more than 90 days delinquent and there were 1,622 foreclosure starts in 2011. Housing values have dropped by 36.7 percent through June 2010 since the peak in home values.

### **Meadow Woods**

The Meadow Woods Community consists of 27,930 households of which 30.94 percent earn less than 80 percent of the Area Median Income. There were 443 vacant properties in May 2011. Additionally 18.13 percent of the properties were more than 90 days delinquent and there were 2,044 foreclosure starts in 2011. Housing values have dropped by 36.7 percent through June 2010 since the peak in home values.

## **III. TARGET AREA IMPACT**

It is important to note that an integral goal of the Neighborhood Stabilization Program is ensuring that the investment of NSP3 funding will have an impact, and stabilize our target area. To ensure that our efforts are impacting and stabilizing our target areas, the following table illustrates the resources that will be allocated to our Azalea Park/Meadow Woods areas:

**Target Area Impact**

<b>Program</b>	<b>Units to be Impacted</b>	<b>Required Impact</b>
NSP3	530	---
SHIP	100	---
HOME	100	---
<b>TOTAL</b>	<b>730</b>	<b>730</b>



In addition to the resources identified above, Community Development Block Grant (CDBG) funds may be allocated to these areas to conduct much needed infrastructure improvements and purchase additional foreclosures. It is anticipated that these improvements will complement the foreclosure related investments and attract new investments to the area. The final component of our efforts to impact this area will be to provide an opportunity for homeowners that are currently involved in foreclosure to remain in their home. To that end, we will utilize the Hardest Hit Fund, which is being funded by the U.S. Department of Treasury, and administered by the Florida Housing Finance Agency. Orange County was allocated approximately \$23 million to provide foreclosure counseling, and subsidize mortgage payments for up to 18 months for qualified homeowners. We will coordinate implementation of this program in the Azalea Park/Meadow Woods target areas to mitigate the number of foreclosures, and complement our efforts to stabilize this area.



## IV. EXHIBITS

### A1

#### A. Planning Data

Neighborhood ID: 3544433

**NSP3 Planning Data**

Grantee ID: 1209500C,1222920E

Grantee State: FL

Grantee Name: ORANGE COUNTY,ORLANDO

Grantee Address:

Grantee Email:

Neighborhood Name: AzaleaPk5-7-12

Date:2012-05-07 00:00:00

#### NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 19.39

State Minimum Threshold NSP3 Score: 17

Total Housing Units in Neighborhood: 36666

Area Benefit Eligibility

Percent Persons Less than 120% AMI: 72.94

Percent Persons Less than 80% AMI: 47.9

Neighborhood Attributes (Estimates)

*Vacancy Estimate* USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem. The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified. In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.



USPS Residential Addresses in Neighborhood: 38613

Residential Addresses Vacant 90 or more days (USPS, March 2010): 1606

Residential Addresses NoStat (USPS, March 2010): 805

*Foreclosure Estimates* HUD has developed a model for predicting where foreclosures are likely. That model estimates serious delinquency rates using data on the leading causes of foreclosures - subprime loans (HMDA Census Tract data on high cost and highly leveraged loans), increasing unemployment (BLS data on unemployment rate change), and fall in home values (FHFA data on house price change). The predicted serious delinquency rate is then used to apportion the state total counts of foreclosure starts (from the Mortgage Bankers Association) and REOs (from RealtyTrac) to individual block groups.

Total Housing Units to receive a mortgage between 2004 and 2007: 13951

Percent of Housing Units with a high cost mortgage between 2004 and 2007: 33.2

Percent of Housing Units 90 or more days delinquent or in foreclosure: 18.43

Number of Foreclosure Starts in past year: 1622

Number of Housing Units Real Estate Owned July 2009 to June 2010: 483

HUD is encouraging grantees to have small enough target areas for NSP 3 such that their dollars will have a visible impact on the neighborhood. Nationwide there have been over 1.9 million foreclosure completions in the past two years. NSP 1, 2, and 3 combined are estimated to only be able to address 100,000 to 120,000 foreclosures.

To stabilize a neighborhood requires focused investment. Estimated number of properties needed to make an impact in identified target area (20% of REO in past year): 321 Supporting Data Metropolitan Area (or non-metropolitan area balance) percent fall in home value since peak value (Federal Housing Finance Agency Home Price Index through June 2010): -36.7 Place (if place over 20,000) or county unemployment rate June 2005\*: 3.3

Place (if place over 20,000) or county unemployment rate June 2010\*: 11

\*Bureau of Labor Statistics Local Area Unemployment Statistics Market Analysis:

HUD is providing the data above as a tool for both neighborhood targeting and to help inform the strategy development. Some things to consider:

1. Persistent Unemployment. Is this an area with persistently high unemployment? Serious consideration should be given to a rental strategy rather than a homeownership strategy.
2. Home Value Change and Vacancy. Is this an area where foreclosures are largely due to a combination of falling home values, a recent spike in unemployment, and a relatively low vacancy rate? A down payment assistance program may be an effective strategy
3. Persistently High Vacancy. Are there a high number of substandard vacant addresses in the target area of a community with persistently high unemployment? A demolition/land bank strategy with selected acquisition rehab for rental or lease-purchase might be considered.
4. Historically low vacancy that is now rising. A targeted strategy of acquisition for homeownership and rental to retain or regain neighborhood stability might be considered.
5. Historically high cost rental market. Does this market historically have very high rents with low vacancies? A strategy of acquiring properties and developing them as long-term affordable rental might be considered.



#### Latitude and Longitude of corner points

-81.314020 28.451487 -81.309557 28.451411 -81.300201 28.451336 -81.292391 28.450129 -  
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#### Blocks Comprising Target Neighborhood

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## A2

Neighborhood ID: 1685272  
Grantee ID: 1209500C,1222920E  
Grantee State: FL  
Grantee Name: ORANGE COUNTY,ORLANDO  
Grantee Address:  
Grantee Email:  
Neighborhood Name: Meadow Woods 5-9-12  
Date:2012-05-09 00:00:00  
NSP3 Score

The neighborhoods identified by the NSP3 grantee as being the areas of greatest need must have an individual or average combined index score for the grantee's identified target geography that is not less than the lesser of 17 or the twentieth percentile most needy score in an individual state. For example, if a state's twentieth percentile most needy census tract is 18, the requirement will be a minimum need of 17. If, however, a state's twentieth percentile most needy census tract is 15, the requirement will be a minimum need of 15. If more than one neighborhood is identified in the Action Plan, HUD will average the Neighborhood Scores, weighting the scores by the estimated number of housing units in each identified neighborhood.

Neighborhood NSP3 Score: 19.53  
State Minimum Threshold NSP3 Score: 17  
Total Housing Units in Neighborhood: 26708

Area Benefit Eligibility  
Percent Persons Less than 120% AMI: 54.01  
Percent Persons Less than 80% AMI: 30.65  
Neighborhood Attributes (Estimates)

### *Vacancy Estimate*

USPS data on addresses not receiving mail in the last 90 days or "NoStat" can be a useful measure of whether or not a target area has a serious vacancy problem. For urban neighborhoods, HUD has found that neighborhoods with a very high number vacant addresses relative to the total addresses in an area to be a very good indicator of a current for potentially serious blight problem. The USPS "NoStat" indicator can mean different things. In rural areas, it is an indicator of vacancy. However, it can also be an address that has been issued but not ever used, it can indicate units under development, and it can be a very distressed property (most of the still flood damaged properties in New Orleans are NoStat). When using this variable, users need to understand the target area identified. In addition, the housing unit counts HUD gets from the US Census indicated above are usually close to the residential address counts from the USPS below. However, if the Census and USPS counts are substantially different for your identified target area, users are advised to use the information below with caution. For example if there are many NoStats in an area for units never built, the USPS residential address count may be larger than the Census number; if the area is a rural area largely served by PO boxes it may have fewer addresses than housing units.



USPS Residential Addresses in Neighborhood: 30785

Residential Addresses Vacant 90 or more days (USPS, March 2010): 409

Residential Addresses NoStat (USPS, March 2010): 785

-81.457915 28.369841 -81.457872 28.360702 -81.457829 28.348164 -81.425385 28.347937 -  
81.399121 28.347899 -81.373844 28.347975 -81.346979 28.348013 -81.292562 28.348051 -  
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81.456370 28.370860 -81.456757 28.370860 -81.457143 28.370256

Blocks Comprising Target Neighborhood



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## B. Target Area Maps


B1



**HUD.GOV**  
U.S. Department of Housing and Urban Development  
Secretary Shaun Donovan

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**Neighborhood Stabilization Program Grants**

The Neighborhood Stabilization Program (NSP) provides grants to address the problems associated with homes that have been foreclosed upon and are creating economic problems for their communities.

Map Options: [Clear](#) | [Reset](#)  
Click Mode: [Zoom](#) | [Info](#)

NSP3 Legend (%): [Tract Outline](#)

[LOG OUT](#)

[Click here for an Overview](#)

**NSP3 Options**

12 Current Zoom Level

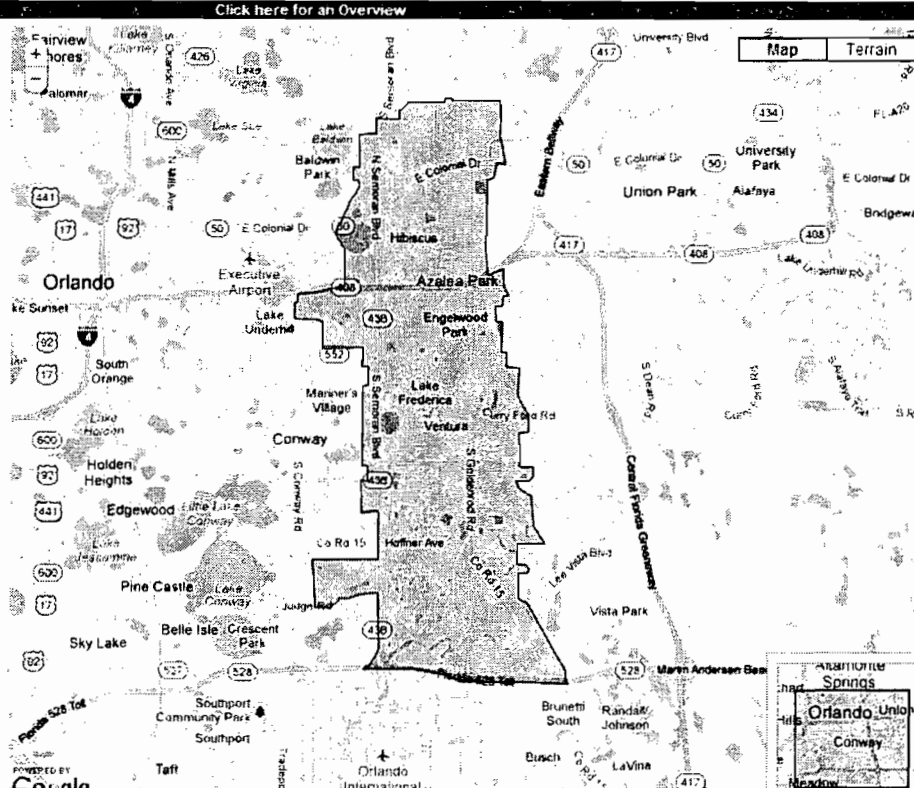
☐ Show Tracts Outline (Zoom 11+)

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[VIEW PROJECTS](#)


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Map data ©2012 Google - Terms of Use


The NSP3 mapping tool now provides a summary NSP3 score for all projects drawn. Click on "View Projects", which will list all of the projects (target areas) that have data calculated. It shows the NSP3 score for each target area along with the total estimated housing units in that area. At the bottom of the list is a sum of all housing units in all target areas and the NSP3 score for all target areas drawn. Grantees are advised to know their state minimum and if the summary score is less than the state minimum the grantee should delete, add, or revise target areas. Note that if you delete or add, the tool only recalculates after you close the "View Projects" box and reopen it. HUD also advises grantees to think carefully about the size of their target areas in total. If those target areas have a very large number of total housing units relative to the dollars available, HUD will likely ask that the grantee reduce the number and/or size of their target areas.




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 U.S. Department of Housing and Urban Development  
 Secretary Shaun Donovan

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[Map Options](#) | [Clear](#) | [Reset](#)

[Click Mode: Zoom](#) | [Info](#)

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[LOG OUT](#)

[Click here for an Overview](#)

#### NSP3 Options

12 Current Zoom Level

☒ Show Tracts Outline (Zoom 11+)

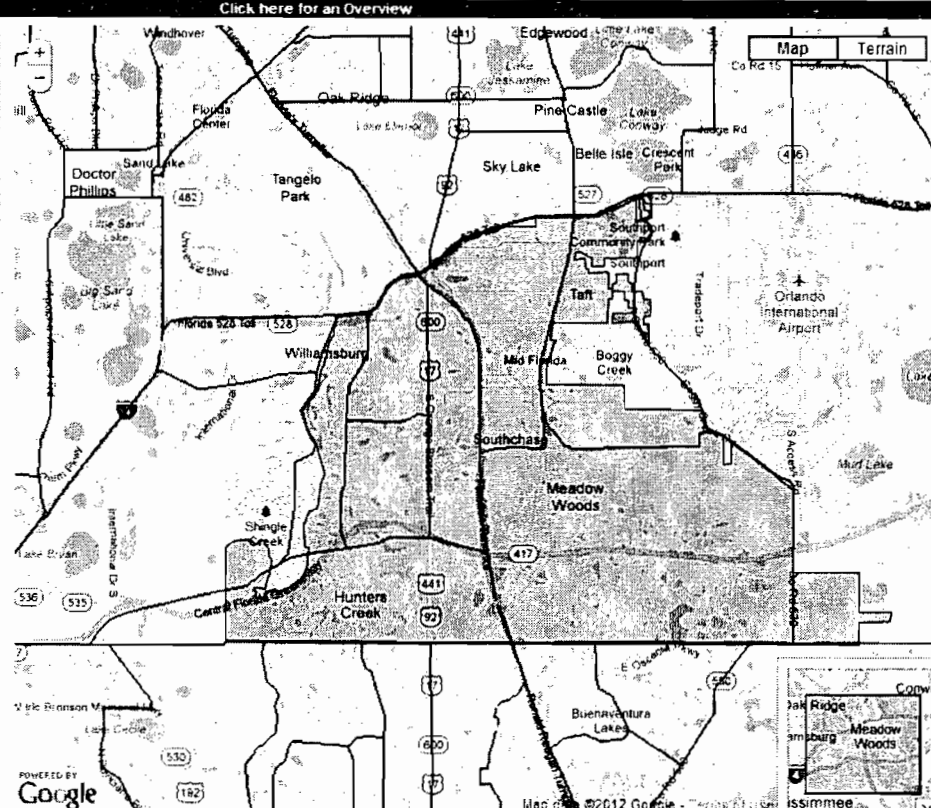
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[VIEW DATA](#)

[VIEW PROJECTS](#)

[METHODOLOGY](#) | [INSTRUCTIONS](#)

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May 21, 2012

## AGENDA ITEM

TO: Mayor Teresa Jacobs  
And

Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director  
Family Services Department

FROM: Karl H. Anderson, Manager  
Community Action Division

CONTACT: Mike Robinson, Health and Family Services Administrator  
(407) 836-8918

SUBJECT: License agreement with A Grateful Mind International, Inc. for Pine Hills  
Community Center  
**June 19, 2012 Consent Agenda**

Orange County's Family Services Department, through its Community Action Division, operates and manages Pine Hills Community Center. A Grateful Mind International, Inc. is a nonprofit group that requests use of designated space at Pine Hills Community Center to provide services beneficial to the citizens and general public of Orange County. This license agreement sets out conditions of the use of space and of the community partnership with Community Action Division. The term of the license agreement is one year with two additional 1 year automatic renewals.

**ACTION REQUESTED: Approval of License Agreement between Orange County, Florida and A Grateful Mind International, Inc. regarding the use of Orange County's Community Centers for Pine Hills Community Center.**

/KA

### Attachment

C: Linda Weinberg, Deputy County Administrator  
Lonnie Bell, Director, Family Services Department  
Wanzo Galloway, County Attorney's Office  
John Petrelli, Risk Management  
Jamilie Clemens, Grants Supervisor  
Andrea Jones, OMB  
Yolanda Brown, Fiscal Manager



**LICENSE AGREEMENT**  
**Between**  
**ORANGE COUNTY, FLORIDA**  
**And**  
**A GRATEFUL MIND INTERNATIONAL, INC.**

**Regarding the**  
**USE OF ORANGE COUNTY'S COMMUNITY CENTERS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Orange County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as "County") and **A Grateful Mind International, Inc.**, an entity properly organized under the laws of the State of Florida (hereinafter referred to as "Agency").

**RECITALS**

WHEREAS, County is the owner of that certain real property located in Orange County, Florida, called the **Pine Hills Community Center** located at **6408 Jennings Road, Orlando, FL 32818-5313** listed on Attachment A (herein referred to as "Premises"); and

WHEREAS, Agency seeks a license to enter the Premises to provide its services outlined hereinafter for the use and benefit of the citizens and general public of Orange County; and

WHEREAS, the County agrees to permit Agency on the Premises under the terms and conditions set forth in this Agreement; which may include a referenced attachment and exhibit, and thereby made a part of this Agreement; and

WHEREAS, the Agency's services herein serves a valid public purpose; and

WHEREAS, County and Agency agree that their mutual understanding and cooperation are necessary for the parties to conduct their respective programs, projects, activities and services on the Premises.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of this Agreement.

Section 2. Purpose of License. The purpose of the license is for the use of the Premises. The Premises shall be utilized by the Agency under the administrative management and approval of the County's Community Action Division (herein after referred to as "CAD") in accordance with its divisional policies and procedures and only for the lawful purposes outlined herein. The consumption or use of alcoholic beverages is expressly prohibited on the Premises at all times.

Agency shall use a portion of the Premises during the following periods: Monday through Friday 8:00 a.m. to 5:00 p.m. Agency may also use common areas such as meetings/conference rooms, etc. with the consent of the Center Manager or his/her designee.



Section 3. Services to be Provided. Agency shall provide the following services during the dates and times herein specified within Attachment A.

Section 4. Value of Services. The value of the services provided by this Agreement shall be on an in-kind basis and there shall be no monetary payment made for services rendered.

Section 5. Indemnity, Safety and Insurance

a. Indemnity: If there are any claims for damages attributed to the negligence, errors or omissions of the AGENCY, their agents or employees while providing the services called for herein, it is understood and agreed the AGENCY shall defend, indemnify and hold harmless the COUNTY from any and all losses, costs, liabilities, damages, and expenses arising out of such claims or litigation asserted as a result hereof. However, the AGENCY shall not be responsible for acts or omissions of the COUNTY, its agents, or employees, or of third parties, which result in bodily injury to persons or property. In the event the AGENCY is a state department or division or a political subdivision of the State of Florida indemnification shall follow the provisions of Section 768.28, Florida Statutes.

b. Protection of Persons and Property:

- i. The AGENCY shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this License. The AGENCY shall take all reasonable precautions for the safety and protection of:
  - All employees and all persons whom the AGENCY suffers to be on the premises and other persons who may be affected thereby;
  - All property, materials and equipment on the premises under the care, custody or control of the AGENCY; and
  - Other property at or surrounding the premises including trees, shrubs, lawn, walk, pavement, and roadways.
- ii. AGENCY agrees that the COUNTY does not guarantee the security of any equipment or personal property brought by the AGENCY, its agents or employees onto the COUNTY property and that the COUNTY shall in no way be liable for damage, destruction, theft or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft or loss.
- iii. The AGENCY shall comply with and shall ensure that its contractors comply with , all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes but is not limited to the following:
  - Occupational Safety & Health Act (OSHA)National
  - Institute for Occupational Safety & Health
  - (NIOSH)National Fire Protection Association (NFPA)



The AGENCY must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address below:

<http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

- iv. In any emergency affecting the safety of persons or property, the AGENCY will act with reasonable care and discretion to prevent any threatened damage, injury or loss.
- v. The Agency agrees to ensure confidentiality of client information related to any client of the Agency or the County related to this agreement and to limit access to the premises to duly authorized staff or clients receiving specified services. Agency shall maintain space in appropriate condition as to customary wear and cleanliness and return furnishings and equipment to its original order upon vacating premises after each use.
- vi. The Agency will comply with and shall ensure that its contractors comply with County's insurance requirements as set forth in paragraph 6, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

c. Insurance

- i. The AGENCY agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY's review or acceptance of insurance maintained by AGENCY is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by the AGENCY under this Contract.
- ii. The AGENCY shall require and ensure that each of its sub-contractors/consultants providing services hereunder (If any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.
- iii. The AGENCY shall have in force the following insurance coverage, and will provide Certificates of Insurance to the COUNTY prior to commencing operations under this Contract to verify such coverage:
  - 1. Workers' Compensation - The AGENCY shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or



disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the COUNTY if services are being provided at COUNTY facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any AGENCY using an employee leasing arrangement shall complete the Leased Employee Affidavit attached herein as Exhibit XX.

2. Commercial General Liability - The AGENCY shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. AGENCY further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. Sexual abuse and molestation coverage with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
3. Business Automobile Liability - The AGENCY shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the AGENCY does not own automobiles the AGENCY shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
4. Commercial Crime or Third Party Fidelity Bond- The commercial crime policy or fidelity bond shall include coverage for employee dishonesty on a blanket basis with limits of not less than the full amount of this agreement as specified in Article II, Section 1 or as amended from time to time. The bond shall be endorsed to cover third-party liability and shall include a third-party beneficiary clause in favor of the COUNTY. The bond shall include a minimum twelve (12) month discovery period when written on a claims-made basis.
5. Professional Liability - Any Organization providing Professional services (i.e., medical, counseling, etc.) shall provide Professional liability coverage with limits of not less than \$1,000,000 per occurrence.



- iv. If the AGENCY is an agency or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the AGENCY may self-insure its liability with coverage limits of \$100,000 per person and \$200,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the COUNTY.
- v. When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of AGENCY'S most recent annual report or financial statement. For policies written on a "Claims-Made" basis the AGENCY agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the AGENCY agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the AGENCY of the obligation to provide replacement coverage.
- vi. The AGENCY agrees to endorse the COUNTY as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- vii. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
- viii. Any request for an exception to these insurance requirements must be submitted in writing to the COUNTY for approval.
- ix. The AGENCY shall provide to the COUNTY current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the AGENCY shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above (Exhibit XX). For continuing service contracts renewal certificates shall be submitted upon request by either the COUNTY or its certificate management representative. The certificates shall clearly indicate that the AGENCY has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the COUNTY. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:



Orange County Board of County Commissioners  
Attention: Linda Carson  
Purchasing and Contracts Division  
400 East South Street  
Orlando, Florida 32801

Section 6. Term and Termination. The initial term of this License shall be for one (1) year commencing from the date of full execution of this Agreement with two (2) additional one (1) year automatic renewals. The maximum term of this Agreement shall be for no more than three consecutive (3) years from the date of full execution of this Agreement. The parties understand and agree that this Agreement is a license to enter upon Premise and confers no rights to occupancy of the Premises by the Agency. The County, in its sole discretion, may terminate this license at any time.

Section 7. Evaluation. Each year during the term of this Agreement, the Organization shall submit monthly reports, twelve (12) in total, documenting the services it has provided on the Premises. Said reports must be provided to CAD's Division Manager or his/her designee, at the Community Center where services are provided. The report must be provided on or before the 5<sup>th</sup> business day of the month that follows each month. SEE ATTACHMENT "B" for the report format.

Section 8. Assignment. This Agreement is intended for the exclusive privilege and benefit of the undersigned; any assignment to another agency, department, entity, or person, is strictly prohibited and shall vest in the non-assigning party the immediate right to terminate, unless provided, in advance, by written instrument executed by both parties.

Section 9. No Third-Party Beneficiary. It is specifically agreed between the County and the Organization that this Agreement is not intended, by any of the provisions of any part of this Agreement, to create or establish in any third party, the public or any member thereof, the rights of a third-party beneficiary hereunder, or to create or authorize any private right of action by any person or entity not a signatory to this Agreement. The duties, obligations and responsibility of the County and the Organization with respect to third parties shall remain as imposed by law.

Section 10. Sovereign Immunity. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors and agents. However, nothing contained herein shall constitute a waiver by any party of its sovereign immunity under Section 768.28, Florida Statutes.

Section 11. Breach of Agreement. The failure of Agency, its employees or contractor(s) to comply with any covenant or condition of this Agreement shall constitute a breach of the Agreement. If the breach of this Agreement is not material and can be readily cured, the County may, in its sole and absolute discretion, give Agency ten (10) calendar days written notice and an opportunity to cure the breach within thirty (30) days before terminating this Agreement. Nothing herein shall be construed to interfere with the County's absolute right to terminate this License Agreement without cause.



Section 12. Compliance with Applicable Laws. The Agency shall observe and comply with all applicable federal, state and local rules, orders, laws and regulations pertaining to the use of the Premises. Nothing in this Agreement shall be construed to relieve Agency of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.

Section 13. Effective Date. The effective date of this Agreement shall be the date it is executed by the County.

Section 14. Notices. All notices to either party shall be given by certified mail, return receipt requested, or in person with proof of delivery.

Notices to the County shall be submitted to:

Orange County Administrator  
Orange County Administration Building  
201 S. Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

And

Karl Anderson, Manager  
Orange County Family Services Department  
Community Action Division  
2100 East Michigan Street  
Orlando, Florida 32806-4914

Notices to the Agency shall be submitted to:

Cindy Rand, CEO  
A Grateful Mind International, Inc.  
P.O. Box 721915  
Orlando, Florida 32872-1915

Section 14. Entire Agreement. The entire agreement between parties with respect to the subject matter herein is contained in this Agreement. No other agreement, oral or written, regarding the subject matter herein shall be deemed to exist or to bind the parties hereto.



IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the dates indicated 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

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

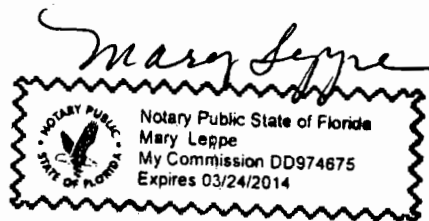
**A GRATEFUL MIND INTERNATIONAL,  
INC.**

By: *Cindy Rand*  
Cindy Rand

Printed Name

\_\_\_\_\_  
CEO  
Title

Date: 5/9/12



NOTARY

STATE OF: FLORIDA  
County of: ORANGE

Sworn to (or affirmed) and subscribed before me this 9th day of May, 2012  
by Cindy Rand.



**EXHIBIT XX**

**LEASED EMPLOYEE AFFIDAVIT**

**TERM CONTRACT #Y\_\_\_\_\_**

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

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



## **Attachment A**

### **Program Location**

Pine Hills Community Center  
6408 Jennings Road  
Orlando, FL 32818-5313

### **Program Description**

The program is a nonprofit entity that provides multi-faceted assistance to individuals and families who are experiencing a financial crisis with the goal of helping them become self-sufficient. The program also works in partnership with schools doing mentoring and providing needed supplies and accessories to students in need. The goal is to help families move beyond the immediate crisis and to empower them by teaching skills to achieve self-sufficiency.

### **Days the services will be provided:**

Services will primarily be provided Monday through Friday from 8:00 a.m. until 5:00 p.m., but services may be provided at other times on a case-by-case basis.

### **Services Provided:**

- Food pantry
- Information and referrals
- Educational resources such as workshops to provide self-sufficiency skills, job search skills, and knowledge of resources
- Clothing
- Limited monetary assistance to individuals or families experiencing a financial crisis
- School supplies and accessories to students
- Mentoring for students
- Meals on wheels for the homeless (outreach)

### **Outcomes and Measureable Objectives:**

- Information and referrals
  - Clients assisted
  - Clients who become employed
- Workshops and informational seminars
  - Number and titles of workshops and seminars
  - Number of attendees
- School support
  - Number of students receiving supplies, backpacks etc.
  - Number of supplies, etc.





Interoffice Memo

I. CONSENT AGENDA  
FAMILY SERVICES  
DEPARTMENT  
2

AGENDA ITEM

June 7, 2012

TO: Mayor Teresa Jacobs  
and  
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director  
Family Services Department

FROM: Jacquelyn Jenkins, Manager  
Head Start Division  
Contact: Khadija Pirzadeh, 68912  
Jacquelyn Jenkins, 68998

*Lonnie C Bell*  
*Jacquelyn Jenkins*

SUBJECT: Application for Federal Assistance related to  
Cost-of-Living Adjustment  
BCC Meeting 6/19/12 Consent Agenda/All Districts

The Head Start Division requests Board approval of the Application for Federal Assistance related to Cost of Living Adjustment (COLA) between the Department of Health and Human Services, Administration for Children and Families, Office of Head Start and Orange County. The total COLA grant request is \$87,423. This grant, which is funded under the American Recovery and Reinvestment Act, will provide a .72% COLA adjustment to offset higher operating costs of maintaining a quality Head Start Program. COLA funds in the estimated amount of \$87,423 will be used to cover the higher costs of health insurance. The required non-federal match in the amount of \$21,856 is derived from the donation of goods and services from the County.

The Application for Federal Assistance includes a compendium of required Certifications and Assurances for non-construction programs, debarment, suspension, and other responsibility matters, drug-free workplace, environmental tobacco smoke, lobbying and employee compensation cap compliance. The application and certifications and assurances have been reviewed by the County Attorney's Office and Risk Management Division. The term of the grant is from October 1, 2011 through September 30, 2012. The Head Start Policy Council approved the COLA grant at their meeting on May 17, 2012.

**ACTION REQUESTED:** Approval of the Application for Federal Assistance, Orange County Employee Cap Compliance Assurance; and Certification regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements between Orange County and Department of Health and Human Services Administration for Children and Families, Office of Head Start in the estimated amount of \$87,423 to offset higher costs of health insurance for the Head Start Program.

JJ/kp

Attachments

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 Brown, Manager, Fiscal Division, Department of Human Services  
Jamilie Clemens, Grants Supervisor, Finance Division  
Patria Morales, Grants Coordinator, Office of Management & Budget



# APPLICATION FOR FEDERAL ASSISTANCE

2. DATE SUBMITTED:	Applicant Identifier 04CH3133
3. DATE RECEIVED BY STATE:	State Application Identifier
4. DATE RECEIVED BY FEDERAL AGENCY:	Federal Identifier 04CH3133 - 000

1. TYPE OF SUBMISSION	
Application	Preapplication
<input type="checkbox"/> Construction	<input type="checkbox"/> Construction
<input checked="" type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction

## 5. APPLICANT INFORMATION

Legal Name: Orange County, Florida	Organizational Unit:
Organizational DUNS: 064797251	Department: HHS: Office of Head Start
Address:	Division: HHS: Office of Head Start
Street: 2100 East Michigan Street, Suite 201	Name and telephone number of the person to be contacted on matters involving this application (give area code)
City: Orlando	Prefix: Middle Name:
County: N/A	First Name:
State: FL Zip Code: 32806	Last Name:
Country: N/A	Suffix:
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 591101610	Email:
	Phone Number (give area code) Fax Number (give area code)

8. TYPE OF APPLICATION			
<input type="checkbox"/> New	<input type="checkbox"/> Continuation	<input type="checkbox"/> Revision	
If Revision, enter appropriate letter(s) in box(es):		<input type="checkbox"/>	<input type="checkbox"/>
Other (specify)			

7. TYPE OF APPLICANT (enter appropriate letter in box)	<input type="checkbox"/>
Other (specify)	

9. NAME OF FEDERAL AGENCY:
HHS / ACF / OHS

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 93.600
TITLE (Name of Program): Head Start / Early Head Start
12. AREAS AFFECTED BY PROJECT (Cities, Counties, States etc.):

## 11. DESCRIPTION TITLE OF APPLICANT'S PROJECT:

13. PROPOSED PROJECT:
Start Date: 10/01/2011 Ending Date: 09/30/2012

14. CONGRESSIONAL DISTRICTS OF:
a. Applicant: b. Project:

## 15. ESTIMATED FUNDING

## 16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON

Date:

b. NO ☐ PROGRAM IS NOT COVERED BY E.O. 12372

☐ OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW

a. Federal	\$87,423
b. Applicant	\$21,856
c. State	\$0
d. Local	\$0
e. Other	\$0
f. Program Income	\$0
g. Total	\$109,279

## 17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes," attach an explanation.

☒ No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED

a. Authorized Representative		
Prefix: Hon.	First Name: Teresa	Middle Name:
Last Name: Jacobs		Suffix:
b. Title: Authorizing Official		c. Telephone number: (407)836-6590
d. Signature of Authorized Representative:		e. Date Signed:



OHHS GRANT APPLICATION  
ORANGE COUNTY HEAD STATR DIVISION  
PART III-BUDGET INFORMATION

PA 22 COLA PERMANENT (.72%)  
FY 2011-2012

<b>I OHHS GRANT STAFF-(Section B, Line 6a)</b>		<b>Total COST</b>	
Cost of Living to Head Start Employees		\$87,423	
<b>II</b>	<b><u>Fringe Benefits (Section B, Line 6b)</u></b>		
	<u>Percentage</u>	<u>Base</u>	<u>Amount</u>
	FICA		\$0
	Health Insurance		\$87,423
	Retirement		\$0
	Total Fringe		\$87,423
<b>III</b>	<b><u>Travel (Section B, Line 6c)</u></b>		
	None		
<b>IV</b>	<b><u>Equipment (Section B, Line 6D)</u></b>		
	None		
<b>V</b>	<b><u>Supplies (Section B, Line 6e)</u></b>		
<b>VI</b>	<b><u>Contractual (Section B, Line 6f)</u></b>		
	None		
	Total Contractual		
<b>VII</b>	<b><u>Construction (Section B, Line 6h)</u></b>		
	None		
<b>VIII</b>	<b><u>Other (Section B, Line 6h)</u></b>		
	<u>Items</u>	<u>Cost</u>	
	Total others	-	\$0
<b>IX</b>	<b><u>Indirect Charges - Justification (Section B, Line 6i)</u></b>		
<b>TOTAL FEDERAL RESOURCES</b>		<b>\$87,423</b>	
<b>X</b>	<b>Non-Federal Resources</b>		
	Applicant		
	Donation of Goods Services from the Board of County Commissioners	\$	21,856
<b>TOTAL NON-FEDERAL SHARE</b>		<b>\$109,279</b>	



### **Employee Compensation Cap Compliance Assurance**

Head Start funds do not pay for the salary of the Executive Director either as a direct cost or any proportion as an indirect cost, at a rate in excess of \$179,700. Funds are, however, used to pay for the salaries of the Head Start Director, the Fiscal Program Manager, the Education Senior Program Manager, and the Social Services Program Manager. Those salaries are as follows:

<b>Position</b>	<b>Base Salary</b>	<b>FICA</b>	<b>Retirement</b>	<b>Health</b>	<b>Total</b>
HS Director	\$88,504.00	\$6,770.56	\$4,717.26	\$9,000	\$108,991.82
Senior Program Manager (Administration)	\$65,582.00	\$5,017.23	\$3,495.52	\$9,000	\$83,094.75
Senior Program Manager (Social Services)	\$62,212.80	\$4,759.27	\$3,315.94	\$9,000	\$79,288.01
Senior Program Manager (Education)	\$53,144.00	\$4,065.51	\$3,065.34	\$9,000	\$69,279.85
Program Manager(Fiscal)	\$59,404.80	\$4,544.47	\$3,166.27	\$9,000	\$78,294.22

### **Orange County, Florida Employee Compensation Cap Compliance Assurance**

**Orange County, Florida** complies with the Head Start Act, Section 653 (Comparability of Wages), which limits the compensation of Head Start staff. The language precludes use of any Federal funds to pay any part of the compensation of an individual employed by a Head Start agency whose compensation exceeds the rate payable for Level II of the Executive Schedule, which is currently \$179,700. None of the Orange County, Florida staff exceed the employee compensation cap.

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

Organization: Orange County, Florida

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



**GABI - SF424A Report**

Grant / Delegate No: 04CH3133 / 000  
Program Type: Head Start

Agency Name: Orange County Head Start Division  
Application Type: Supplemental State: FL Fiscal Year: 2012 Budget Period: 10/01/2011 to 09/30/2012

**BUDGET INFORMATION - Non Construction Programs**

OMB Approval No. 0348-0044

**SECTION A - BUDGET SUMMARY**

Grant Program, Function, or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		Total (g)
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	
1 Program Operation	93.600	\$0	\$0	\$87,423	\$21,856	\$109,279
2	93.600	\$0	\$0	\$0	\$0	\$0
3		\$0	\$0	\$0	\$0	\$0
4		\$0	\$0	\$0	\$0	\$0
5 Total (Sum of lines 1-4)		\$0	\$0	\$87,423	\$21,856	\$109,279

**SECTION B - FEDERAL RESOURCES**

**GRANT PROGRAM, FUNCTION, OR ACTIVITY**

6. Object Budget Categories	(1) Program Operation	(2)	(3)	(4)	Total
a. Personnel	\$0	\$0	\$0	\$0	\$0
b. Fringe Benefits	\$87,423	\$0	\$0	\$0	\$87,423
c. Travel	\$0	\$0	\$0	\$0	\$0
d. Equipment	\$0	\$0	\$0	\$0	\$0
e. Supplies	\$0	\$0	\$0	\$0	\$0
f. Contractual	\$0	\$0	\$0	\$0	\$0
g. Construction	\$0	\$0	\$0	\$0	\$0
h. Other	\$0	\$0	\$0	\$0	\$0
i. Total Direct Charges (sum of 6a - 6h)	\$87,423	\$0	\$0	\$0	\$87,423
j. Indirect Costs	\$0	\$0	\$0	\$0	\$0
k. Totals (sum of 6a - 6j)	\$87,423	\$0	\$0	\$0	\$87,423
7. Program Income	\$0	\$0	\$0	\$0	\$0

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Standard Form 424A (Rev. 7-97)  
Prescribed by OMB Circular A-102



# GABI - SF424A Report

Grant / Delegate No: 04CH3133 / 000  
Program Type: Head Start

Agency Name: Orange County Head Start Division  
Application Type: Supplemental State: FL Fiscal Year: 2012 Budget Period: 10/01/2011 to 09/30/2012

## BUDGET INFORMATION - Non Construction Programs

OMB Approval No. 0348-0044

### SECTION C - NON-FEDERAL RESOURCES

Grant Program (a)	Applicant (b)	State (c)	Other (d)	Total (e)
8 NFS	\$21,856	\$0	\$0	\$21,856
9	\$0	\$0	\$0	\$0
10	\$0	\$0	\$0	\$0
11	\$0	\$0	\$0	\$0
12 Total (Sum of lines 8-11)	\$21,856	\$0	\$0	\$21,856

### SECTION D - FORECASTED CASH NEEDS

Budget Category	Current Year Budget	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13 Federal	\$0	\$0	\$0	\$0	\$0
14 Non-Federal	\$0	\$0	\$0	\$0	\$0
15 Total (Sum of lines 13-14)	\$0	\$0	\$0	\$0	\$0

### SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

Grant Program (a)	FUTURE FUNDING PERIODS (Years)			
	First (b)	Second (c)	Third (d)	Fourth (e)
16 Program Operation	\$0	\$0	\$0	\$0
17	\$0	\$0	\$0	\$0
18	\$0	\$0	\$0	\$0
19	\$0	\$0	\$0	\$0
20 Total (Sum of lines 16-19)	\$0	\$0	\$0	\$0

### SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	22. Indirect Charges:
23. Remarks:	

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Prescribed by OMB Circular A-102



# **U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCES**

## **SF 424B ASSURANCES - NON-CONSTRUCTION PROGRAMS**

*Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.*

*As the duly authorized representative of the applicant, I certify that the applicant:*

- 1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.*
- 2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.*
- 3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.*
- 4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.*
- 5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).*
- 6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.*
- 7. Will comply, or has already complies, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and*



*equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.*

- 8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.*
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.*
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.*
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)*
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.*
- 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).*
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.*
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.*
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in the construction or rehabilitation of residence structures.*
- 17. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.*
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.*



## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

*By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:*

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;*
- (b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;*
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and*
- (d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.*

*The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.*

*The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.*

## **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)**

*By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:*

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.*
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.*

*The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.*



## DRUG-FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

*By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.*

*This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.*

*Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.*

*Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).*

*If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see above).*

*Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:*

*"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a grantee directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).*

*The grantee certifies that it will provide a drug-free workplace by:*

- a) *Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;*
- b) *Establishing a drug-free awareness program to inform employees about:*
  - (1) *The dangers of drug abuse in the workplace;*



- (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

*Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in medicare of medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.*

*By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.*

*The submitting organization agrees that it will require that the language of this certification be included in any subawards which subrecipients shall certify accordingly.*



**CERTIFICATION REGARDING LOBBYING  
FOR CONTRACTS, GRANTS, LOANS  
AND COOPERATIVE AGREEMENTS**

*The undersigned certifies to the best of his or her knowledge and belief, that:*

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.*
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.*

*This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.*

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*I hereby agree to the above certifications and assurances.*

---

*Signature of Certifying Official*

Teresa Jacobs, Orange County Mayor

---

*Title*

Orange County, Florida

---

*Applicant Organization*

---

*Date*



**ORANGE COUNTY HEAD START PROGRAM  
INCREASE FUNDING UNDER THE HEAD START ACT FOR FISCAL YEAR  
2012  
COST-OF-LIVING ADJUSTMENT .72% PERMANENT (COLA)**

**Budget Narrative**

**October 1, 2011 through September 30, 2012**

**I. Cost-Of-Living Adjustment .72% (PERMANENT)**

**ARRA Funds**

**Fringe Benefits Head Start Employee**

The majority of the Orange County, FL Head Start staff works less than 52 weeks a year, due to the school year being nine months. The Orange County Board of County Commissioners, the Head Start Grantee, is requesting to use the \$87,423 of COLA funds to pay for higher cost of health insurance for Orange County Head Start employees. Health Insurance cost Increased in FY 2012 by 500.00 per employee.

Using the permanent COLA increase of \$87,423 to cover the higher cost of health insurance, will assist in decreasing the County's financial burden.



**In-Kind**

The Orange County Head Start Program will provide the requested \$21,856.00, non-Federal Share through donation of goods and Services from the Board of County Commissions.





**FAMILY SERVICES DEPARTMENT  
HEAD START DIVISION**

2100 East Michigan Street • Orlando, Florida 32806-4914

407-836-6590 • Fax: 407-836-7420 • <http://www.orangecountyfl.net>

May 17, 2012

The Orange County Head Start Policy Council approved the Permanent COLA (.72 %) Supplemental Refunding Application for 2011-12 at the meeting held on May 17, 2012.

Cedric Cuthbert, Policy Council Chair



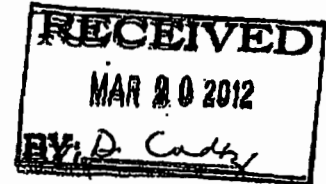


**Department of Health and Human Services**  
*Administration for Children and Families - Region IV - Office of Head Start*  
*Office of Regional Program Manager*

61 Forsyth Street, Suite 4M60  
Atlanta, Georgia 30303-8909

Telephone (404) 562-3591  
Fax (404) 562-2982

March 15, 2012



Hon. Teresa Jacobs, Board Chair  
ORANGE COUNTY COMMISSION  
2100 East Michigan Street, Suite 201  
Orlando, FL 32806-4914

Re: Grant No. 04CH3133

Dear Hon. Jacobs:

On December 23, 2011, President Obama signed Public Law 112-74, the Consolidated Appropriations Act of 2012, which contains an increase of \$409 million for programs under the Head Start Act for Fiscal Year (FY) 2012. The \$409 million funding increase will be used to continue operations for the expansion services funded under the American Recovery and Reinvestment Act, provide a .72 percent cost-of-living adjustment (COLA) increase to assist in maintaining the quality of Head Start services, retaining qualified staff and offsetting higher operating costs, and increase training and technical assistance (T/TA) funds.

Program Instruction ACF-PI-HS-12-01, dated January 26, 2012, informed Head Start and Early Head Start grantees and delegate agencies of the intended uses of these funds and announced the opportunity for grantees to apply for the COLA and T/TA funds, if applicable. Please review the Program Instruction carefully to ensure your supplemental application for funds meets the requirements for funding and contains all of the necessary information.

The table below identifies your agency's allocations by Program Account (PA) for COLA and T/TA funds, if applicable, for Head Start and/or Early Head Start for FY 2012



Program	COLA		T/TA	
	PA	Amount	PA	Amount
Head Start	4122	\$87,423	4120	
Early Head Start	4125		1126	
<b>Total</b>		<b>\$87,423</b>		

The T/TA allocation for Head Start remains the same as the prior budget period, and the T/TA allocation for Early Head Start represents 2.5 percent of the increase in base funding for PA 4125.

### **Application Requirements**

Grantees that already submitted applications for continuation funding for FY 2012 must submit a supplemental application using the Standard Form 424 (SF-424), Application for Federal Assistance, by April 16, 2012. The application must contain the appropriate Board and Policy Council approvals. To prepare the application, please access the Head Start Enterprise System (HSES) at <https://hses.ohs.acf.hhs.gov/hsprograms>, select the Grant Application Budget Instrument (GABI) tab, choose create a new application and select "Supplemental" as the application type.

Additionally, the application must contain the proposed budget, budget justification and program narrative. Breakouts should be provided on the SF-424A, Budget Information – Non-Construction Programs, for the distribution of funds by object class categories. The proposed budget must support all program costs, both direct and, if appropriate, indirect costs. In Section B of the SF-424A, use a separate column to reflect the amounts by object class categories for the COLA and T/TA funds, if applicable, for Head Start and/or Early Head Start. A separate SF-424A must be submitted for each delegate agency. **Incomplete applications will not be processed.**

The application must provide a detailed program narrative for your planned use of the COLA and T/TA funds, if applicable, that demonstrates the following:

- A .72 percent increase in the hourly rate of pay for each Head Start/Early Head Start employee subject to the provisions of Sections 653 and 640(j) of the Head Start Act;
- A rationale if employees are receiving less than the .72 percent COLA or differential COLA increases;
- The provision of the .72 percent increase to all delegate agencies or justification if you do not propose to allocate the full .72 percent increase to delegates;
- An increase of .72 percent in the Head Start pay scale or justification if the agency proposes not to increase the pay scale;
- The planned uses for the balance of the COLA funds once the .72 percent increase in the hourly rate of pay is met; and
- The plan for use of the training and technical assistance funds.



The application must contain a proposed budget and budget justification that demonstrate the following:

- The amount of funds and a description of the intended use of the funds by object class category for COLA and T/TA, if applicable;
- A projection of the amounts and sources the grantee will use for the non-federal share match requirement; and
- A detailed justification that conforms with the criteria under Section 640(b)(1)-(5) of the Head Start Act if you propose to request a waiver of any portion of the non-federal share match.

### **Approvals**

Governing body approval is required on the supplemental application. The Standard Form SF-424 must be submitted under the signature of the Board Chairperson, as required in Program Instruction ACF-PI-HS-06-01, dated September 19, 2006. In addition, Policy Council approval is required. A signed statement by the Policy Council Chair and accompanying minutes demonstrating participation in the development and approval of the application must be submitted with the application. If the Policy Council has not approved the application, a letter from the Policy Council indicating its reasons for withholding approval is required.

### **Submission Information**

Grantees are strongly encouraged to submit the supplemental application online utilizing the GABI via the HSES. If the grantee chooses to submit the application via HSES, you must still provide the original signature pages for the Standard Form (SF) 424, Application for Federal Assistance, and SF-424B, Assurances – Non-Construction Programs, to:

Mary W. Jones  
Acting Regional Grants Management Officer  
Office of Grants Management, Region IV  
Administration for Children and Families  
61 Forsyth Street, Suite 4M60  
Atlanta, Georgia 30303-8909

If a grantee does not choose to submit the supplemental application via HSES, the original application with the required forms and certifications and two copies must be submitted to the address listed above.



# Head Start Grant Application Checklist

## FY 2012 Funding Increases



Please double check before you upload your application and send the signature pages that you've included the following:

For completion of the supplemental application for the .72 percent cost-of-living adjustment (COLA) and the training and technical assistance (T/TA) increases, if applicable, refer to **Program Instruction ACF-PI-HS-12-01**, dated January 26, 2012, and the Funding Guidance Letter from the Regional Office. The Program Instruction is available on the Early Childhood Learning and Knowledge Center (ECLKC) at <http://eclkc.ohs.acf.hhs.gov>.

Documents may be uploaded into the Head Start Enterprise System (HSES) under the Grant Application Budget Instrument (GABI) tab with the exception of the original signature pages for the Standard Form (SF) 424, Application for Federal Assistance, and SF-424B, Assurances – Non-Construction Programs. Original signature pages must be submitted to the appropriate Grants Office.

### Application including:

- SF-424 - **Board Chair's signature required** ☐
- SF-424A – must contain amounts by object class categories for COLA and T/TA, if applicable, for Head Start and/or Early Head Start ☐
- SF-424B, Assurances – Non-Construction Programs - **Board Chair's signature required** ☐

**Electronic GABI Report** (via the web at <https://hses.ohs.acf.hhs.gov/hsprograms>) ☐

If you operate both Head Start and Early Head Start, a separate GABI is required for each. Also, a separate GABI must be submitted for each delegate agency.

### **Program and Budget Narratives**, describing the planned uses of the funds and demonstrating the following for *each grantee and delegate*:

- The amount and intended use of the funds by object class category for COLA and T/TA, if applicable; ☐
- Each employee received a .72 percent increase in the hourly rate of pay subject to the provisions of Sections 653 and 640(j) of the Act; ☐
- Justification if employees receive less than .72 percent or differential increases; ☐
- Each delegate received the .72 percent increase or a justification if the full increase was not provided to delegates; ☐
- The Head Start pay scale increased by .72 percent or a justification if the agency proposes not to increase the pay scale; ☐
- The categories and amounts of other increased operating costs after the hourly rate of pay increases; ☐
- The plan for use of the T/TA funds; and ☐
- A projection of the amounts and sources of the non-federal share match requirement (Cash and/or in-kind). ☐

**Signed Policy Council Approval Statement and Meeting Minutes** ☐  
A letter from the Policy Council indicating its reasons if approval withheld.





## YOUTH & FAMI

SYD McCALLISTER, Manager

1718 East Michigan Street • Orlando, Florida 32806-4935  
407-836-7645

Administration  
& Support  
407-836-7432

Community  
Relations  
407-836-8938

Family Services  
407-836-6500

Great Oaks Village  
407-836-7665

Youth Services  
407-897-6370

**DATE:** May 23, 2012

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

**THRU:** Lonnie C. Bell, Jr., Director  
Family Services Department

**FROM:** Syd McCallister, Manager  
Youth and Family Services Division

**CONTACT:** Diana Mendez, Medical & Mental Health Serv. Admin.  
407.836.6576

**Re:** Approval of the Contract for provision of Wraparound Orange /  
Family Preservation/ Stabilization Program between Community  
Based Care of Central Florida (CBCCF) and Orange County  
June 19, 2012 Consent Agenda (All Districts)

On July 26, 2011 the Board of County Commissioners approved the 2011/12 contract with Community Based Care of Central Florida (CBCCF), the Lead Agency for child welfare services in Circuit 9. The contract provided services for Wraparound Orange / Family Preservation/ Stabilization Program. For the 2012/13 fiscal year, CBCCF is requesting a contract in the amount of \$458,141.04. This contract is a renewal of the prior year's contract.

The contract with CBCCF provides funding for services offered to families whose children are at risk of removal from the home due to abuse, neglect and/or abandonment. These services are also provided to families whose children have been removed from the home and assistance is needed in expediting reunification with the family. The match requirement of 25% will be covered by Orange County through current program support salaries and in-kind contributions. There is no direct cost to the County.





**ACTION REQUESTED:** Approval of Standard Contract, CBCCF Contract #:OROS016-1213, between Community Based Care of Central Florida and Orange County, Florida Division of Youth and Family Services; Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Contracts/Subcontracts; Certification for Contracts, Grants, Loans and Cooperative Agreements for Wraparound Orange/Family Preservation/Stabilization Program; and Affidavit in the amount of \$458,141.04 for the period of July 1, 2012 through June 30, 2013 and authorization for the County Mayor or designee to approve any increases, decreases or amendments to this contract.

cc: Linda Weinberg, Deputy County Administrator  
Lonnie C. Bell, Jr., Department Director  
Yolanda Brown, Fiscal Manager-HFS  
Jamille Clemens, Grants Supervisor  
Joyce Ivancevich, Program Manager





**Community Based Care of Central Florida  
Standard Contract**

**THIS NETWORK PROVIDER CONTRACT** is entered into between **Community Based Care of Central Florida** (hereinafter referred to as "CBCCF"), the Lead Agency for child welfare services in Circuit 09 and 18, Orange, Osceola and Seminole Counties, and **Orange County Florida division of Youth and Family Services** (hereinafter referred to as "Network Provider").

**RECITALS**

**WHEREAS**, CBCCF has entered into a contract with the Florida Department of Children and Families (hereinafter referred to as "DCF"), relating to the administration and delivery of protective services supervision and social services to children and families who are referred to CBCCF by the Department of Children and Families (hereinafter referred to as "DCF"), **WHEREAS**, CBCCF is responsible for providing and coordinating all services for children and their families with multiple needs who are under the supervision of CBCCF and are served by multiple Network Providers; **WHEREAS**, Network Provider is in the business of delivering quality child welfare services; and **WHEREAS**, CBCCF and Network Provider mutually desire that Network Provider deliver child welfare services to Clients (as defined below) in a cost-effective manner consistent with quality care.

**NOW THEREFORE**, in consideration of the mutual undertakings and contracts hereinafter set forth, CBCCF and Network Provider agree as follows:

**ARTICLE I: Authority**

- 1.1 Section 409.1671, F.S., authorizes the Florida Department of Children and Families (DCF) to contract for community-based child welfare services, designating the contractor as an authorized agent of the state when performing child welfare functions. Community Based Care of Central Florida (CBCCF) is the contracted Network Provider of child welfare services in accordance with this statute.

**ARTICLE II: Duties of Network Provider**

- 2.1 Network Provider agrees:
- (a) To provide services in accordance with the terms and conditions specified in this contract including all attachments and exhibits, which constitute the contract document. Such Services will be performed in a professional manner in accordance with applicable professional standards and will be provided in a manner consistent with applicable laws, regulations, certification standards and licensing standards. The Network Provider shall not be held responsible for non-compliance with the Contract terms where an authorized agent of CBCCF has waived compliance in writing.



- (b) To modify its Services to meet the needs of any particular Client prior to considering an unsuccessful discharge of such Client. Network Provider acknowledges that the goal of CBCCF is to promote flexibility and specialization of treatment on an individual Client basis. Network Provider shall assist CBCCF in striving to attain this goal as well as to assist CBCCF, on a system-wide basis, in identifying and developing new services to meet the needs of Clients.
- (c) To comply with all federal, state, and local laws and rules including but not limited to those related to investigations of child abuse/neglect, case/treatment planning and plans of care, placing Clients in substitute care, risk assessments, safety planning for Clients, administrative reviews, supportive services, residential treatment, foster care, adoption services, mental health services, mental retardation/developmental disabilities services, alcohol/drug addiction services, and Juvenile Court rules of procedure. Network Provider shall comply with all revisions, amendments, modifications and additions to federal, state and local laws and rules related to subjects identified in this Section 2.1(c). Network Providers outside of the state of Florida shall comply with provisions of Florida law regarding these subjects.

2.2 Governing Law:

- (a) If this Contract contains federal funds, the Network Provider shall comply with the provisions of 45 CFR, Part 74, and/or 45 CFR, Part 92.
- (b) If this Contract contains federal funds and is over \$100,000, the Network Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.), section 508 of the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 30). The Network Provider shall report any violations of the above to CBCCF.
- (c) No federal funds received in connection with this contract may be used by the Network Provider, or agent acting for the Network Provider, to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Network Provider must, prior to contract execution, complete the Certification Regarding Lobbying form. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the Network Support Director or designee. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the Network Support Director or designee.
- (d) Unauthorized aliens shall not be employed. CBCCF shall consider the employment of unauthorized aliens a violation of section 274A (e) of the Immigration and Nationality Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral cancellation of this contract by CBCCF.
- (e) If this contract contains \$10,000 or more of federal funds, the Network Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR, Part 60. [45CFR, Part 92]
- (f) If this contract contains federal funds and provides services to children up to age 18, the Network Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6083). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved subcontracts.



2.3 Service Documentation:

The Network Provider shall provide accurate documentation to CBCCF regarding services provided to Clients according to requirements outlined in **Attachment I** of this contract.

2.4 Records: Access, Audits and Retention:

- (a) The Network Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by CBCCF under this contract.
- (b) The Network Provider shall retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required by this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on terms of this contract, at no additional cost to CBCCF.
- (c) Upon demand, at no additional cost to CBCCF, the Network Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 2.4 (b).
- (d) The Network Provider shall allow state records to be open for personal inspection *by any person*, unless exempt under s. 119.07, F.S. Reporters, attorneys, union representatives, public employees, and other citizens all have the same right of access to public records. Public records will be available for inspection and copying during regular business hours under reasonable conditions.
- (e) At all reasonable times for as long as records are maintained, persons duly authorized by CBCCF, DCF, State and Federal auditors, pursuant to 45 CFR, Part 92.36(i)(10), shall be allowed full access to and the right to examine any of the Network Provider contracts and related records and documents, regardless of the form in which kept.
- (f) The Network Provider will provide a financial and compliance audit to CBCCF as specified in Attachment I and ensure that all related party transactions are disclosed to the auditor.
- (g) The Network Provider shall comply and cooperate immediately with any inspections, reviews, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).

2.5 Monitoring:

The Network Provider shall permit CBCCF to inspect any records, papers, documents, facilities, goods, and services of the Network Provider that are relevant to this contract, and to interview any clients and employees and subcontractor employees of the Network Provider to assure CBCCF of the satisfactory performance of the terms and conditions of this contract. Following such review, CBCCF shall deliver to the Network Provider a written report of its findings and recommendations. The Network Provider hereby agrees, when applicable, to develop and implement a plan to correct all noted deficiencies identified by CBCCF within the specified period of time set forth in the approved plan.

As lead agency in Orange, Osceola and Seminole Counties, CBCCF shall be the primary holder of this contract for services rendered under the terms and conditions of this contract since Network Provider's agency/facility/program residence is in Orange County. When applicable other lead CBC's shall utilize Network Provider for these same services and shall utilize CBCCF monitoring report(s) in lieu of conducting a separate monitoring by their agency of Network Provider.



2.6 Financial Penalties for Failures to Comply with requirement for Corrective Action:

- (a) Corrective Action Plans may be required for noncompliance, nonperformance, or unacceptable performance under the contract. CBCCF may choose to impose penalties for failure to implement or to make acceptable progress on such corrective action plans.
- (b) The increments of penalty imposition that shall apply, unless CBCCF determines that extenuating circumstances exist, shall be based upon severity of the noncompliance, nonperformance or unacceptable performance that generated the need for the corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payment during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
- (c) Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
- (d) The deadline for payment shall be stated in the Order imposing the financial penalties. In the event of nonpayment CBCCF may deduct the amount of the penalty from invoices submitted by the Network Provider.

2.7 Transportation:

The Network Provider agrees that any employee, agent, independent contractor, volunteer or student who transports Clients and/or their family members will have a current, valid driver's license and, if using his or her own private vehicle to transport Clients, will have the appropriate automobile liability insurance. The Network Provider shall have automobile insurance for vehicles the Network Providers owns or leases. All applicable automobile insurance policies shall have a limit of not less than one hundred thousand dollars (\$100,000.00) per claim and three hundred thousand dollars (\$300,000.00) in the annual aggregate.

2.8 Insurance

Per 409.1671 F.S. any subcontractor (the Network Provider) of an eligible lead community-based agency which is a direct provider of foster care and related services to children and families, and its employees or officers must as part of its contract obtain a minimum of \$1 million per claim/\$3 million per incident in general liability insurance coverage. Furthermore, the Network Provider's professional liability insurance coverage will include a rider for coverage of claims resulting from physical and/or sexual abuse. The Network Provider will add CBCCF and any other CBC Lead Agency who places children at the Network Provider's facility (if a child caring agency) to the Network Provider's Certificate of Insurance. Additionally, the Network Provider will on all such policies of insurance, with the exception of director's and officer's liability insurance, name the department (DCF) as an additional insured under the policy. The Network Provider shall furnish to CBCCF within thirty (30) days of execution a Certificate of Insurance certifying the type and minimum amounts of insurance coverage. CBCCF shall be notified thirty (30) days prior to cancellation of any insurance policy. CBCCF reserves the right to require additional insurance as specified in this contract.

The Network Provider shall comply with any and all changes or revisions to insurance requirements set forth by the Department of Children and Families, State of Florida.



2.9 Confidentiality:

Network Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose not in conformity with state statutes and federal law or regulations (45 CFR, Part 205.50), except upon written consent of the recipient, or the responsible parent or guardian when authorized by law.

2.10 Assignments and Subcontracts:

- (a) The Network Provider will neither assign the responsibility for this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval from CBCCF Network Support Director or designee. Any sublicense, assignment, or transfer otherwise occurring, without prior approval of CBCCF, shall be null and void.
- (b) The Network Provider will be responsible for all work performed and expenses incurred with the project. If CBCCF permits the Network Provider to subcontract all or part of the work contemplated under this contract, including entering into subcontracts with vendors for services and commodities, it is understood by the Network Provider that all such subcontract arrangements shall be evidenced by a written document subject to prior review and approval by CBCCF. Such review of the written subcontract document by CBCCF will be limited to a determination of whether or not subcontracting is permissible and the inclusion of applicable terms and conditions of this contract. The Network Provider further agrees that CBCCF shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and the Network Provider shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. The Network Provider, at its expense, will defend the CBCCF against such claims.

2.11 Client Risk Prevention and Incident Reporting:

- (a) The Network Provider shall, in accordance with the client risk prevention system, report those reportable incidents listed in DCF CFOP 215-6 in the manner prescribed in CFOP 215-6 or circuit or region operating procedures.
- (b) The Network Provider shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415 F.S., this provision is binding upon both the Network Provider and its employees.
- (c) The Network Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Network Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the department's Office of Inspector General by completing a Notification/Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at [ig\\_complaints@dcf.state.fl.us](mailto:ig_complaints@dcf.state.fl.us). The provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the CBCCF Network Support Director or at [www.dcf.state.fl.us/admin/publications/policies.shtml](http://www.dcf.state.fl.us/admin/publications/policies.shtml)

2.12 Civil Rights Requirements:

- (a) In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the provider shall not discriminate against any employee (or applicant for employment) in the performance of this



contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, sub grantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

- (b) Complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all providers that have fifteen (15) or more employees.
- (c) Subcontractors who are on the discriminatory vendor list may not transact business with any public entity, in accordance with the provisions of 287.134, F.S

2.13      Employment Eligibility and Verification

- (a) The Network Provider shall enroll as a provider/grantee in the E-Verify program within 30 calendar days of contract award. Information on registration for and use of the E-verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.
- (b) Within 90 days of enrollment in the E-Verify program, the Network Provider shall begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the network provider to perform work pursuant to the contract with CBCCF shall be verified as employment eligible within 3 business days after the date of hire;
- (c) The Network Provider shall comply, for the period of this contract, with the requirement of the E-Verify program enrollment.
  - (i.) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Network Provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the Network Provider will be referred to a DHS or SSA suspension or debarment official.
  - (ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the Network Provider is excused from its obligations under paragraph (b). If the suspension or debarment official determines not to suspend or debar the Network Provider then the provider must reenroll in E-Verify.
- (d) Documentation of the use of the E-Verify system will be maintained in the employee's personnel file.



2.14 Conviction of Offense:

- (a) The Network Provider represents and warrants that Network Provider, its employees, agents and independent contractors who provide direct care to Clients have never been convicted of, nor entered a plea of guilty or nolo contendere (no contest) to, any criminal charge described in subparagraph (c) below, nor have ever been disciplined in any manner by an licensing agency or professional board or organization for professional incompetence or misconduct. Network Provider agrees, and will require each of such employees, agents and independent contractors, and each of its volunteers and students, to authorize CBCCF to review background check documentation for criminal offenses, licensing violations, case dispositions and adjudications of abuse and/or neglect by Network Provider and by all its agents, employees, independent contractors, volunteers, and students used by Network Provider to provide Services. .
- (b) Network Provider will utilize only employees, independent contractors, volunteers, or students to provide direct care to clients who have signed an affidavit of moral character and agreed to undergo a criminal background check.
- (c) The Network Provider shall complete criminal background checks on all employees, agents and independent contractors, as well as all volunteers and students, in accordance with 435 F.S. The Network Provider shall decline to hire or will fire any such persons to assure to the fullest extent possible that no individual with a felony conviction for drug abuse, a conviction for any crime of violence or any sexual offense, or a conviction for any form of abuse or neglect against children or child endangerment is left unsupervised with Clients. The Network Provider shall maintain detailed written policies and procedures regarding recruitment practices, screening procedures, reference and police checks, and training methods for employees, agents, independent contractors, volunteers and students. The Network Provider shall provide regular supervision of its volunteers and students by its paid staff, including a minimum of one supervisory conference per month with each volunteer and student, as well as daily availability of staff for telephone contact by volunteers and students.

2.15 Patents, Copyrights, and Royalties:

- (a) It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the department, fully compensated for by the contract amount, and that neither the provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith. Any and all copyrights accruing under or in connection with the performance under this contract are hereby reserved to the State of Florida. Notwithstanding the foregoing provision, if the provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.
- (b) If the Network Provider uses or delivers to the department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood without exception that the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract.



- (c) All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract.

2.16 Security Obligations:

- (a) An appropriately skilled individual shall be identified by the Network Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to CBCCF's security staff and will maintain an appropriate level of data security for the information the provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all provider employees that request or have access to any departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated provider employees.
- (b) The Network Provider shall provide the latest departmental security awareness training to its staff and subcontractors who have access to departmental information.
- (c) All Network Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the Network Support Director.
- (d) The Network Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Network Provider shall require the same of all subcontractors.
- (e) The Network Provider agrees to notify the CBCCF Network Support Director as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The Network Provider shall require the same notification requirements of all subcontractors.
- (f) The Network Provider shall provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data provided in section 817.5681, F.S. The Network Provider shall require the same notification requirements of all subcontractors.

2.17 Accreditation:

CBCCF is committed to ensuring provision of the highest quality services to persons we serve. Accordingly, CBCCF has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of our Network Providers will either be accredited, have a plan to meet national accreditation standards, or will initiate one within a reasonable period of time.

2.18 Testimony:

The Network Provider shall provide, without additional compensation, as a normal and necessary part of the Services to be performed under this Contract, expert and/or other testimony, including provision of written reports, records and/or exhibits, at the request of the CBCCF, DCF or other courts as indicated periodically.



2.19 Transition Services:

- (a) The Network Provider, if applicable, shall give thirty (30) days written notice to CBCCF of a proposed discharge of a Client due to lack of success in order to allow for an adequate transition to an alternate Network Provider. CBCCF shall make any such transition as quickly as possible. If a Client's behavior is resulting in harm to the Client or others, such situation should be handled through appropriate legal (incarceration) or medical (hospitalization) means in collaboration with the CBCCF case manager.
- (b) In the event that CBCCF's contract with DCF is terminated, the Network Provider shall provide reasonable cooperation in transitioning CBCCF's responsibilities under this Contract and under the DCF Contract to any other person or entity selected by DCF to assume such responsibilities.

2.20 Health Insurance Portability and Accountability Act:

Where applicable, the Network Provider will comply with the Health Insurance Portability and Accountability Act (42 U.S.C. 1320 d.) as well as all regulations promulgated there under (45 CFR Parts 160, 162 and 164).

2.21 Emergency Preparedness:

- (a) If the tasks to be performed pursuant to this contract include the physical care and/or supervision of clients, the Network Provider shall, within thirty (30) days of the execution of this contract, submit to the CBCCF Network Support Director or designee a current fiscal year emergency preparedness plan which shall include provisions for Pre-disaster records protection, alternative accommodations for clients in substitute care, supplies and a recovery plan that will allow the Network Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.
- (b) CBCCF Network Support Director or designee shall respond in writing within thirty (30) days of receipt of the plan if CBCCF rejects the plan and/or to request modifications of the plan, otherwise the plan shall be considered accepted by CBCCF. In the event of an emergency, CBCCF may exercise oversight authority over the Network Provider to assure implementation of agreed emergency relief provisions.
- (c) An updated emergency preparedness plan shall be submitted by the provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. CBCCF agrees to respond in writing within 30 days of receipt of the updated plan, rejecting or requesting modification to the plan, otherwise the plan shall be considered accepted by CBCCF.

2.22 Whistleblower's Act Requirements:

In accordance with subsection 112.3187(2), F.S. the Network Provider and its subcontractors shall not retaliate against any employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, the Network Provider and/or its subcontractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of government office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer or employee. The Network Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of the Chief Inspector General, Agency Inspector General the Florida Commission on Human Relations or the Whistleblower Hotline number at 1-800-543-5353.



2.23 Proprietary or Trade Secret Information:

- (a) Unless exempted by law, all public records are subject to public inspection any copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by the Network Provider of proprietary or trade secret confidentiality for any information contained in the Network Provider's documents (reports, deliverables, or work papers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with the paragraph below.
- (b) The Network Provider must clearly label any portion of the documents, data or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as proprietary or trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the network provider shall include information correlating the nature of the claims to the particular protected information.
- (c) CBCCF and/or DCF when required to comply with a public records request including documents submitted by the Network Provider, may require the Network Provider, to expeditiously submit redacted copies of documents marked as confidential or trade secret in accordance with the paragraph above. Accompanying the submission shall be an updated version of the justification stated in the paragraph above, correlated specifically to redacted information. The redacted copy must exclude or obliterate only those exact portions that are claimed to be proprietary to trade secret. If the Network Provider fails to promptly submit a redacted copy and updated justification in accordance with this paragraph, CBCCF and/or DCF is authorized to produce the records sought without any redaction or proprietary or trade secret information.
- (d) CBCCF and/or DCF is not obligated to agree with the Network Provider's claim of exemption on the basis of proprietary or trade secret confidentiality and the Network Provider shall be responsible for defending its claim that each and every portion of the redactions or proprietary or trade secret information are exempt from inspection and copying under Florida's Public Records Law.

2.24 Support to the Deaf or Hard of Hearing:

The Network Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard of Hearing".

- (a) If the Network Provider or any of its subcontractors employs 15 or more employees, the Network Provider shall designate a Single Point of Contact (SPOC), one per firm, to ensure effective communication with deaf or hard of hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The name and contact information for the provider's SPOC shall be furnished to CBCCF's Network Support Director within 14 calendar days of the effective date of this requirement.
- (b) The Network Provider shall, within 30 days of the effective date of this requirement, contractually require that its partners, subcontractors and agents comply with section 504, the ADA and CFOP 60-10, Chapter 4. A SPOC shall be required for each partner, subcontractor and or agent that employs 15 or more employees. This SPOC will ensure effective communication with deaf or hard of hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Network Provider's SPOC.



- (c) The SPOC shall ensure that employees are aware of the requirements, roles and responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of Network Provider, its partners, subcontractors and agents with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
- (d) The Network Provider's SPOC will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard of hearing customer or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately, but not later than March 12, 2010, with respect to current Network providers (partners, subcontractors, and agents). The approved Notice can be downloaded through the Internet at <http://www.dcf.state.fl.us/admin/civilrights>.
- (e) The Network Provider and its partners, subcontractors, and agents shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Network Provider shall submit Compliance Records monthly, but later than the 5th day of each month, to CBCCF Network Support Director. The Network Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
- (f) If customers or companions are referred to other agencies, the Network Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

### **ARTICLE III: Compensation and Billing**

#### **3.1 Compensation for Services:**

- (a) CBCCF's obligation to pay under this contract is contingent upon an annual appropriation by the legislature contracted to CBCCF by DCF. Funding available in this contract is for services excluding all successfully billed third party payments, including but not limited to Medicaid. Supporting documentation of aggregate third party collections shall be available at the network Provider's location, or if applicable at the network provider's subcontractor locations(s) for inspection by DCF or CBCCF.
- (b) For Services rendered to Clients in accordance with the terms of this Contract, and for fulfillment of Network Provider's other obligations under this Contract, Network Provider shall be paid for contracted services according to the terms and conditions of this contract in an amount not to exceed **\$458,141.04** or the rate schedule, subject to availability of funds. The fee schedule for such Services is outlined in **Attachment I** of this contract. Subject to Sections 3.2 and 3.3 hereof, payment to Network Provider will be made within thirty (30) days after CBCCF's receipt of a timely and properly completed invoice.

#### **3.2 Submission of Invoices:**

The Network Provider shall submit an invoice to CBCCF on a monthly basis through submission of a properly completed invoice within ten (10) days following the end of the month for which reimbursement is being requested. Each invoice shall at a minimum include, description of services rendered, name of child, date of birth, social security number, dates of service, unit rate, total invoice amount, authorized signatory line with signer's title, date of signature telephone number for contact and FEID and/or SSN Number. Network Provider is not obligated to use a CBCCF invoice as long as this information is provided at time of billing unless required to do so by CBCCF.



A CBCCF invoice can be requested from the Network Support Director or designee. CBCCF shall not be obligated to make any payment to Network Provider if Network Provider does not follow CBCCF's billing procedures, unless and until necessary corrections are made by Network Provider.

**3.3 Timeliness:**

Network Provider shall use its best efforts to submit within ten (10) days after the end of each month all invoices for Services provided during such month. In no event, regardless of the cause or circumstance, will CBCCF, the Client, or DCF be responsible or liable for payment of any invoice submitted to CBCCF more than thirty (30) days after the end of the month in which the Services were rendered.

**3.4 Invoice Denials – Corrections:**

- (a) CBCCF shall provide notice to Network Provider of any invoice requiring correction or documentation, including the reason for required correction/documentation, within five (5) working days of receipt of such invoice. Network Provider shall have ten (10) days from the time of notification by CBCCF to correct problems with its invoices.
- (b) CBCCF shall maintain an administrative review process for any and all invoices submitted by the Network Provider and permanently denied for payment by CBCCF. Each request for an administrative review must be submitted in writing to CBCCF Network Support Director or designee, postmarked or faxed dated within five (5) business days after Network Provider's receipt of the notice of permanent invoice denial, and will include the following information: information identifying the specific permanently denied invoice; request for an administrative review of the permanently denied invoice; reason for the request of an administrative review; and documentation supporting such reason. Failure to request an administrative review within the time allowed constitutes an irrevocable waiver of Network Provider's right to request an administrative review for the permanently denied invoice. CBCCF will conduct an administrative review of any permanently denied invoice within five (5) business days after receipt of Network Provider's request for an administrative review, and the CBCCF Network Director or his or her designee shall notify Network Provider by certified mail of the decision within five (5) working days after the administrative review.

**3.5 Return of Funds:**

The Network Provider will return to CBCCF any overpayments due to unearned funds or funds disallowed pursuant to the terms of this contract. In the event that the Network Provider or its independent auditor discovers that an overpayment has been made, the Network Provider shall repay CBCCF the total amount overpaid within forty (40) calendar days without prior notification from CBCCF. In the event that CBCCF first discovers an overpayment has been made, CBCCF will notify the Network Provider in writing. Should repayment not be made forthwith, CBCCF reserves the right to withhold and/or offset against any monies due the Network Provider for services. Additionally, the Network Provider will be charged at the lawful rate of interest on the outstanding balance after CBCCF notification or Network Provider discovery.

**3.6 Unplanned Absences:**

CBCCF will not pay the Network Provider for services not rendered due to unplanned absences, including days or times that a Client is absent due to hospitalization. CBCCF's Network Support Director or designee shall make the final determination as to whether Services have been delivered after consultation with Network Provider.

**ARTICLE IV: Term and Termination**

**4.1 Contract Term:**

The term of this Contract shall commence as of 07/01/2012 and shall continue until 06/30/2013, unless sooner terminated pursuant to the terms of this Contract. This contract may be renewed



once for up to an additional twelve consecutive months, subject to the termination provisions specified in this Contract and subject to modification of the fee schedule set forth in **Attachment I**.

**4.2 Termination:**

This Contract may be terminated with or without cause by either party giving thirty (30) days written notice to the other party. However, this Contract may be terminated or suspended by CBCCF without notice if CBCCF determines that Network Provider poses a risk of danger to any Client, or if CBCCF's contract with DCF is terminated. In the event that this Contract is terminated, regardless of the circumstances of termination, Network Provider shall continue to serve any Clients receiving Services from Network Provider prior to the termination notice for a maximum of 90 days after receipt of such notice in order to allow for an appropriate transition of such Clients to other Network Providers with minimum disruption in service delivery. During such transition period, Network Provider and CBCCF will continue to operate in accordance with the terms of this Contract, which shall remain in effect until all invoices are resolved and all final payments have been made to Network Provider. The provisions; Section 3.11 (Confidentiality), Section 3.17 (Records: Access, Audits, and Retention), Article VI (Mutual Indemnification) and Article VIII (Resolution of Disputes) shall survive the termination of this Contract.

**ARTICLE V: Mutual Indemnification**

- 5.1 The Network Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless CBCCF and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any alleged act or omission by the Network Provider, its agents, employees, partners, or subcontractors, provided, however, that the Network Provider shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the department.
- 5.2 Further, the Network Provider shall, without exception, indemnify and save harmless CBCCF and its employees from any liability of any nature or kind whatsoever, including attorneys fees, costs and expenses, arising out of, relating to or involving any claim associated with any trademark, copyrighted, patented, or unpatented invention, process, trade secret or intellectual property right, information technology used or accessed by the Network Provider, or article manufactured or used by the Network Provider, its officers, agents or subcontractors in the performance of this contract or delivered to CBCCF for the use of CBCCF, its employees, agents or contractors. The Network Provider may, at its option and expense, procure for CBCCF, its employees, agents or contractors, the right to continue use of, replace, or modify the product or article to render it non-infringing. If the Network Provider is not reasonably able to modify or otherwise secure the department the right to continue using the product or article, the Network Provider shall remove the product and refund CBCCF the amounts paid in excess of a reasonable rental for past use. However, CBCCF shall not be liable for any royalties. The Network Provider has no liability when such claim is solely and exclusively due to CBCCF's alteration of the product or article or CBCCF's misuse or modification of the Network Provider's products or CBCCF's operation or use of vendor's products in a manner not contemplated by this contract. The Network Provider shall provide prompt written notification to CBCCF of any claim of copyright, patent or other infringement arising from the performance of this contract.
- 5.3 Further, the Network Provider shall protect, defend, and indemnify, including attorneys' fees and costs, CBCCF for any and all claims and litigation (including litigation initiated by CBCCF) arising from or relating to Network Provider's claim that a document contains proprietary or trade secret information that is exempt from disclosure or the scope of the provider's redaction, as provided for under Section 2.22.
- 5.4 The Network Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after



the highest appeal is exhausted finding CBCCF negligent shall excuse the Network Provider of performance under this provision, in which case CBCCF shall have no obligation to reimburse the Network Provider for the cost of their defense. If the Network Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless CBCCF shall be to the extent permitted by law and without waiving the limits of sovereign immunity.

#### **ARTICLE VI: Relationship of the Parties**

**6.1     Independent Contractor:**

The Network Provider is an independent contractor of CBCCF. Nothing herein shall create or shall be construed as creating a partnership, joint venture, agency or any other relationship between CBCCF and Network Provider. Neither Network Provider nor any of Network Provider's employees or representatives will be deemed or construed to be an employee of CBCCF for any reason including, but not limited to, the Federal Unemployment Tax Act, any workers' compensation laws or income tax withholding laws. Network Provider shall have sole responsibility for the payment of all federal, state and local taxes applicable to Network Provider's services and services provided by Network Provider's employees, agents, independent contractors, volunteers and students.

#### **ARTICLE VII: Resolution of Disputes**

**7.1     Liaison:**

CBCCF shall act as the sole liaison between Network Provider and DCF involved with any Client in matters related to the operation of CBCCF's System of Care.

**7.2     Dispute Resolution:**

The Network Provider and CBCCF shall make every reasonable attempt to resolve any dispute arising under this Contract between them. Both parties recognize that resolution of all disputes without third party intervention is most desirable. However, if after thirty (30) days of discussion, the dispute is not resolved both parties shall agree to engage DCF in the resolution of the matter. Should Network Provider and CBCCF not be able to resolve any dispute arising under this Contract after 45 days of discussion, both parties may suggest additional mediation as a means to resolve the dispute, in which case the parties shall jointly choose a mediator for that purpose. The mediator and the parties shall establish whatever mediation guidelines are necessary. Each party shall assume its own costs, but CBCCF and Network Provider shall share the expense of the mediator equally.

#### **ARTICLE VIII: Publicity and Sponsorship**

**8.1     Sponsorship:**

Per 286.25 F.S. any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (name of organization), Community Based Care of Central Florida, Inc., and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the organization.

**8.2     Publicity:**

Without limitation, the Network Provider and its employees, agents, and representatives will not, without prior Department of Children and Families written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Network Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Network Providers prospective customers.



8.3 Media:

Network Provider shall make reasonable efforts to coordinate with CBCCF in providing information in response to media inquiries concerning this Contract and/or Services provided under this Contract. Media includes television, newspaper, radio and the Internet. Network Provider shall not use the media to resolve conflicts or disputes concerning this Contract. Before responding to a media inquiry, Network Provider shall make reasonable efforts to notify CBCCF of such inquiry. The Network Provider shall not submit press releases, call press conferences or initiate media coverage concerning this Contract or Services provided under this Contract without first informing CBCCF of its intended action and seeking CBCCF's approval. Nothing in this Section 8.2, however, shall be construed or interpreted as prohibiting Network Provider from responding to media inquiries concerning this Contract or Services provided under this Contract.

**Article IX: Miscellaneous**

9.1 Force Majeure:

Neither party shall be deemed to be in violation of this Contract if such party is prevented from performing any of its obligations for a period not to exceed 30 days for any reason beyond its control, including without limitation, an act of God or of the public enemy, flood, storm, statute, regulation, rule or action of any federal, state or local government.

9.2 Amendment or Modification:

Except as otherwise provided in this Contract, this Contract may be amended or modified in writing as mutually agreed upon by the parties. CBCCF may make technical amendments to this contract as may be required by a state or federal regulatory agency.

9.3 Authorized Representatives:

The undersigned individuals represent that they are properly and legally authorized to enter into this Contract on behalf of the entity named above their respective signatures.

9.4 Waiver:

Any waiver by either party of a violation of any provision of this Contract shall not be considered a waiver of any subsequent violation.

9.5 Notices:

Any notice, request or other communication required or permitted hereunder will be in writing and be deemed to have been duly given if personally delivered, sent by facsimile transmission or mailed, first class, postage prepaid, to the other party at its address below, or at such other address as either party may designate in writing from time to time.

9.6 Staffing Levels, Qualifications & Changes:

The Network Provider shall maintain an adequate level of staff (administrative and programmatic) that is properly trained, screened, and certified to meet the contractual responsibilities and in compliance with all applicable administrative rules and statutes. Moreover, in order to prevent business interruption, the Network Provider must maintain adequate staff coverage to ensure no deficiency or gap in any CBC required service delivery aspect exists on a daily operating basis or an emergency need basis. The Network Provider shall notify CBCCF Network Support Director in writing at least fourteen (14) working days prior to the vacancy, and upon Network Provider's receipt of notice of an anticipated vacancy, of the Executive Director, Program Director or significant staff to the provision of contractual services, the Network Provider shall provide the name of the interim contact person or permanent replacement.



- 9.7 Statewide Community Based Care Lead Agency Protocol memo entitled "Statewide CBC Residential Group Care Standardization Model Practices" adopted by all participating Community Based Care Lead Agencies on June 22, 2009 is hereby incorporated by reference and therefore made a part of this agreement.
- 9.8 If any provision of this contract is held to be illegal or invalid by a court of competent jurisdiction, such portion of the provision held to be illegal or invalid shall be severed and deleted and neither such portion of the provision nor its severance and deletion shall affect the validity of the remaining provisions of this contract.
- 9.9 The terms and conditions of the current Circuit 9 Department of Children and Families Community Based Care Agency (CBC) Services Contract #GJL57 and any subsequent amendments that are applicable to the Network Provider, is incorporated herein by reference and made a part of this Contract. In the event of a conflict between the terms of this contract and the state contract #GJL57 the terms of contract #GJL57 shall control.
- 9.10 Use of Network Provider Services by other Lead Community Based Care Agencies:  
If applicable, as primary holder of this contract CBCCF shall make available to other lead CBC's in the state of Florida a copy of this contract so that in lieu of other CBC's executing a separate contract for the same services the other CBC shall enter into a simple Rate Agreement or similar agreement that states all services shall be delivered in the same manner as outlined in CBCCF primary contract #: **OROS016-1213** executed and held by Community Based Care of Central Florida.

By signing this contract, both parties agree that they have read and agree to the contents therein.

**IN WITNESS WHEREOF**, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

**NETWORK PROVIDER: ORANGE COUNTY  
FLORIDA division of YOUTH AND FAMILY  
SERVICES**

**COMMUNITY BASED CARE OF CENTRAL  
FLORIDA**

\_\_\_\_\_  
Signature  
  
**Teresa Jacobs**  
\_\_\_\_\_  
Name  
  
**Mayor**  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
  
**Glen Casel**  
\_\_\_\_\_  
Name  
  
**CEO/President**  
\_\_\_\_\_  
Title  
  
\_\_\_\_\_  
Date

**Mailing Address: Orange County  
Administration, 210 S. Rosalind Avenue,  
Orlando, Florida 32802 and Youth and Family  
Services Division, 1718 E. Michigan Street,  
Orlando, Florida 32806**

**Federal EID# or SSN: 59-70-0004K**

**Mailing Address: 4001 Pelee Street, Suite 200  
Orlando, Florida 32817**

**Provider Fiscal year ending date: 09/30**



## ATTACHMENT I

### A. General Description

The Wraparound Orange Family Preservation/Stabilization Program (FPS) is a voluntary, in-home family preservation and stabilization service for families whose children are at risk of removal from the home due to abuse, neglect, or abandonment, or when the child has previously been removed from the home, and assistance with reunification is needed. Services include: wraparound team facilitation, family advocacy, individual counseling and/or group counseling utilizing the Nurturing Parenting Curriculum.

Services provided will be based on the needs and desires of the family unit and will be provided utilizing a "System of Care" Framework that is Family-Driven, Youth-Guided and Culturally and Linguistically Competent. The value of family driven and youth guided care means the project will provide services based on the needs and desires of the youth and families that are served. A strengths-based model of assessment and service delivery is a key component of a wraparound model. Families and youth are considered the leaders and drivers of both the wraparound team and the plan of care.

The value of cultural and linguistic competency means the project will strive to eliminate racial, ethnic, geographic, cultural and socioeconomic disparities in healthcare services by tailoring services to reflect the cultural and linguistic needs of the families to be served. A contracted "Cultural and Linguistic Competence Coordinator" is responsible for the assessment, development and oversight of the cultural and linguistic competency of the project. Partner agencies are expected to participate in assessment and development of policies and procedures to ensure competency. This may include but is not limited to: training standards for employees, incorporation of policies into service delivery, self-assessment of cultural and linguistic competence, and/or use of certified translation specialists and interpreters based on best practices.

#### 1. Major Program Goals

The major goal of the FPS Program is to stabilize the family unit and provide the necessary supports and services needed to maintain the child in the home or reunify the child with his/her family while ensuring the immediate and long-term protection of the child's permanency, safety, and well-being. Services will be provided to children and their families under an evidenced-based behavioral health service structure called "wraparound".

#### 2. Clients to be Served

##### a. General Description



- 1) Services will be provided to families referred by Child Protective Investigators, the Case Management Agencies and/or CBCCF.
- 2) Services are offered to families whose children are at risk of removal from the home due to abuse, neglect, abandonment and/or families whose children have been removed from the home and assistance in expediting reunification with the family is needed.

**b. Client Eligibility**

- 1) Any family with a child in the home ages 0-17 and in need of services as determined by CBCCF and/or the contracted Case Management Agencies.
- 2) The family resides in Orange County
- 3) The family accepts services voluntarily and seems to have some physical and emotional strengths on which to build.
- 4) The Youth and Family Services Division reserves the right to deny referrals to the FPS Program when the risk of abuse, neglect or abandonment is so high that the available services and supports are unable to maintain the child in the home and assure the permanency, safety and well-being of the child.

**B. Manner of Service Provision**

**1. Service Task List**

The provider will:

- (1) Administrative Tasks
  - (a) Maintain current written CBCCF approved Eligibility Criteria.
  - (b) Maintain current written CBCCF approved Discharge Criteria.
  - (c) Maintain current written CBCCF approved On-Call Procedures. On-Call Procedures shall include a twenty-four hour a day, seven day a week capability to receive, accept, and respond to referrals in the family's home, and to family emergencies after services have been initiated.
  - (d) Maintain current written CBCCF approved Referral Procedures. Referral Procedures shall include a twenty-four hour a day, seven day a week capability to receive and accept referrals, in



accordance with this contract. This document shall also include procedures to inform CBCCF, DCF Child Protective Investigator or contracted community-based care agency of CBCCF, of current and potential openings and procedures for referring families to the program.

- (e) Maintain current written CBCCF approved Referral Forms on each family.
- (f) Maintain current written CBCCF approved Incident Notification Procedures that:
  - (i) Are minimally in compliance with CBCCF's and the department's Incident Reporting and Client Risk Prevention standards as established in CFOP 215-6, and
  - (ii) Include notification of the child's Dependency Case Manager (DCM) or DCM supervisor by telephone within two hours of acquiring knowledge of the incident if a child:
    - (aa) Is injured, hospitalized, has a life-threatening illness, dies; or
    - (bb) Runs away, disappears; or
    - (cc) Has a physical or emotional condition that appears to be potentially harmful to the child or others; or
    - (dd) If the provider makes a new report of alleged abuse, neglect, or abandonment to the Florida Abuse Hotline.
- (g) Maintain a separate personnel file for each employee.

**C. Provider Tasks**

**The FPS Staff shall:**

- 1) Provide On-Call Procedures which include a twenty-four hour per day, seven day per week capability to receive, accept, and respond to referrals in the family's home and to family emergencies after services have been initiated.



- 2) Establish the initial phone contact with the family within 24 hours of receipt of referral for services to determine case eligibility. Face-to-Face contacts will occur within 2 business days of the initial contact.
- 3) The FPS Counselor will meet with the family to determine the types of services that are appropriate and will be provided by the Program, which may include wraparound team facilitation, family advocacy services, individual counseling, group counseling with a focus on the Nurturing Parenting Curriculum, coordination and linkage to other supports/providers/agencies as needed by the family.

**For FPS Services**

- 4) The Team which includes a Wraparound Specialist and Family Advocate will maintain a caseload of 10-12 families with a minimum of 15 hours of service contact per month per family to include weekly face-to-face contacts with the youth AND family at times and locations that are convenient to the family (including weekends and evening hours). All contacts with the family will be documented on a progress note and placed in the clinical record.
- 5) Assemble a youth and family team within 14 calendar days of enrollment (first contact) by interviewing the family, identifying family members, natural supports, agency representatives and other significant persons. Services will be community based meaning Youth and Family Team meetings will occur in the family's home or community location agreed upon by the family. The family advocate must be included in all Youth and Family Team meetings and will have an active co-facilitation role. Protective Investigators, Family Services Counselors, or other appropriate members of the dependency system shall be recruited to serve on the team.
- 6) Assess the youth and family's strengths and needs and promote strategy development with assistance from the team members within 7 days of the referral. Information is recorded on the Strengths and Needs Discovery Assessment Form.
- 7) Coordinate the meetings of the Youth and Family Team including setting the agenda, providing copies of the Youth and Family Care plan, contacting members to be invited, etc.



- 8) Facilitate with the Team the development of the initial Individualized Youth and Family Care Plan and Crisis Plan based on the youth and family's strengths, needs, and desires. The plan should reflect the best possible fit with the cultures, values and beliefs of the family.
- 9) Complete the initial Youth and Family Care Plan within 30 calendar days. Subsequent updates are to be completed at a minimum, every 90 calendar days.
- 10) Monitor the provision and quality of services through the Youth and Family Team, and modify the Plan per the guidelines established above (number 9). Youth and Family Team meetings must be held at a minimum every 30 calendar days to review the progress.
- 11) Assist the youth and family (including parents/guardians and siblings) in accessing mental health, social, educational, and other services and supports as identified by the Youth and Family Team.
- 12) Ensure that the services being provided are responsive to the vision and needs identified in the Youth and Family Care Plan and that the family is experiencing voice, access and ownership of the plan and services.
- 13) Seek community resources and informal supports first with the assistance of the Youth and Family Team. The expectation is that by the second Youth and Family Care Plan meeting, the Youth and Family Team is comprised of a minimum of 50% of informal supports.
- 14) Act as an advocate/ liaison for the child/family when services need to be sought/developed. Advocacy is included in numerous systems; dependency, delinquency, and school. This role may be shared with youth and families that have an assigned targeted case manager. Otherwise the Wraparound Specialist assumes the role.
- 15) Provide or secure support and crisis/emergency services for the youth and family. This may be done through face-to-face contact, phone contact, or availability through an on-call system. The Wraparound Specialist is expected to be available to their assigned families after hours and on weekends, unless prior arrangements have been made and approved by the Clinical Director.
- 16) Collaborate with other necessary individuals the child/family may have contact with, i.e., Probation officers, Judges, Attorneys, Teachers, Physicians, etc. This means the wraparound specialist contacts these



people by phone frequently invites them (with a minimum of 7 calendar days advanced notice) to Youth and Family Team meetings and provides them with copies of completed Youth and Family Care Plans within the guidelines stated by the Youth and Family Care Plan policy. The Wraparound Specialist ensures that families and family partners are always participants in clinical staffings with consultants.

- 17) Arrange for transportation for his/her assigned youth and family to appointments, crisis/respite services, etc. if needed and with assistance from the Youth and Family Team. Staff are able to transport clients in their own personal vehicles as allowable by the provider agency.
- 18) Utilize Wraparound Orange documents and complete all necessary paperwork in an accurate and timely manner per Wraparound Orange and Agency requirements, i.e. court letters, plans of care, progress notes, team meeting notes, consent forms, evaluation instruments, etc.
- 19) Complete a Discharge Summary for families served and provide a copy to the applicable party; Protective Investigator, Family Case Manager, etc. within 7 days of case closure.

#### **For Counseling Services**

The Counselor will utilize the Nurturing Parenting Curriculum to teach skills that may include, but is not limited to the following:

- 1) Work with parents on how to meet special physical, mental, and emotional needs of their children that affect the abilities of parents to care for their children and manage their households.
- 2) Work with parents on how to improve the nutrition, hygiene, discipline, instruction, and supervision of their children.
- 3) Work with parents and their children on how to manage and resolve conflicts.
- 4) Work with parents on how to recognize the circumstances that interfere with their ability to care for their children.
- 5) Work with parents on how to locate and gain access to community resources and services to meet their needs.
- 6) Provide additional and reasonable services for the prevention of the recurrence of maltreatment.



7) Work with parents on how to provide a better household environment for their children by teaching household maintenance, budgeting, and purchasing.

8) Maintain a case file for each family served.

## **1. Staffing Requirements**

### **a. Staffing Levels**

1) Staff, as described below, shall be hired and maintained to deliver the agreed upon services of this contract.

#### **a) Wraparound FPS Supervisor**

This position functions as a supervisor and may require performance of casework responsibilities in the event of vacancies or the unavailability of staff. The position is responsible for the day-to-day functioning of the program, oversight of staff performance, review and assignment of referrals. This position requires a Masters degree in Psychology, Mental Health Counseling, Social Work, Marriage and Family Therapy or related field. (Licensed in the State of Florida or license eligible is preferred).

#### **b) Senior Children's Counselor**

This position functions as a wraparound team member to provide individual or group counseling services for families in need of this service. This position requires a Masters degree in Psychology, Mental Health Counseling, and Social Work, Marriage and Family Therapy or related human services field.

#### **c) Wraparound Specialist**

The position functions as the facilitator of the wraparound family team and works in conjunction with the family advocate to build the natural supports of the family. This position requires a Bachelor's degree in Psychology, Mental Health Counseling, Social Work, Marriage and Family Therapy or related human services field.

#### **d) Family Partner**

This position functions as an assistant team member to assist in the provision of services and team activities. The position works as a team member with the Counselor. This position requires a High School Diploma or GED; BA degree is preferred.



**b. Minimum Training Requirements**

- 1) All program staff shall successfully complete at least forty hours of training activity related to child welfare during each full year of employment.
- 2) Pre-service training shall include Client Risk Prevention, Incident Reporting and Mandatory Reporting of adult and child abuse, neglect or exploitation.
- 3) Training on domestic violence, substance abuse, children's mental health and Shaken Baby Syndrome shall be included in the forty hours of annual in-service training.

**c. Staffing Changes**

The network provider will notify the CBCCF Contract Manager within fourteen (14) business days of any staff changes or vacancies that impact the performance of this contract.

**2. Service Delivery Location**

**a. Service Delivery Location**

- 1) The Provider shall administer, coordinate, and ensure availability and delivery of the services specified in this contract in Orange County.
- 2) The Provider's primary business and service delivery address is:

1718 E. Michigan Street  
Orlando, Florida 32806

**b. Service Times**

The provider shall be available and is responsible to ensure that the needs of the families enrolled in this program are met according to the assessed needs and families entered into the Program.

Business hours for staff need to be adjusted to match the available times of the families.

**c. Changes in Location**

The Provider shall notify CBCCF Contract Manager in writing within at least thirty (30) calendar days prior to any anticipated change in the location of its offices or service facilities. All clients shall be notified of a change of service location a minimum of thirty (30) calendar days in advance of such a change.



### 3. Deliverables

#### a. Reports

<b>EXHIBIT A – Required Reports</b>			
The reports identified in this Exhibit shall be completed and submitted by the network provider in accordance with the listed schedule no later than thirty (30) calendar days following the reporting period unless otherwise noted below. The current required format for such reports is identified below. Additional reports may be requested and required on a regular or non-regular basis without amendment of this Exhibit.			
<b>Report Title</b>	<b>Format</b>	<b>Frequency of Report</b>	<b>Submit to</b>
Monthly Progress Report	Orange County format	Monthly, on the 5 <sup>th</sup> day of the month for the preceding month.	DCF Child Protective Investigator and/or CMA Case Manager or CBC Central Florida
Discharge Summary Report	Orange County format	Within seven (7) calendar days of case closure	DCF Child Protective Investigator and/or CMA Case Manager
Incident Report	Available upon request from CBCCF Contract Manager and or CBCCF website	As needed and within 24 hours of incident occurring or being reported to Network Provider	CBCCF Contract Manager via <a href="mailto:incidentreports@cbc.cfl.org">incidentreports@cbc.cfl.org</a>
Invoice	Available upon request from CBCCF Contract Manager and or CBCCF website	10 calendar days following the end of each month of service	CBCCF Contract Manager
Promoting Safe and Stable Families Grant Matching Report	Available upon request from CBCCF Contract Manager	10 calendar days following the end of each month of service	CBCCF Contract Manager
Cost Analysis	Available upon request from CBCCF Contract Manager	May 1st prior to start of each fiscal year	CBCCF Contract Manager
Financial Audit	N/A-Internal to Network Provider	30 days after completion of final report	CBCCF Contract Manager
Quality Assurance Plan	N/A-Internal to Network Provider	July 31 <sup>st</sup> of each fiscal year	CBCCF Contract Manager



**b. Records and Documentation**

- 1) The Provider shall completely document the provision of services to each client. These records shall be produced and updated in accordance with the Provider's policy/procedures guidelines.
- 2) The Provider shall maintain the data necessary to assist CBCCF to assess the Provider's success in achieving the established outcomes of this contract.
- 3) All network providers will be required to document reportable incidents, as set forth in the DCF CFOP No. 215-6, and CBCCF policy #805, which is incorporated by reference herein.
- 4) The Provider shall comply with the CFOP 50-2 regarding the security of automated data.
- 5) The Provider shall not permit any publicity involving CBCCF clients for any purpose in the form of identifiable pictures, use of proper names, or other identifying information without the written permission of CBCCF and the legal guardian.
- 6) A case file shall be maintained for each family served. The case file shall contain but is not limited to, the following information:
  - a. A copy of Referral Form that documents family eligibility or ineligibility.
  - b. A progress note of contacts documenting the date, type, and name of person contacted for all telephone, in-person, and collateral contacts.
  - c. A copy of each Monthly Progress Report that includes, the date of completion of each Report, the date the report was sent to the Protective Investigator or the Case Management Agency, to whom the report was sent, contact summaries, notes, correspondence, psychological and psychiatric diagnosis or evaluation reports, case consultation reports, and a statement of the family's progress or lack of progress on the Family Care Plan goals and objectives.
  - d. The original Strengths and Needs Discovery/ Assessment, the Family Care Plan and the Discharge Summary Report
  - e. Any other forms deemed necessary by the provider agency

**4. Performance Specifications**

**a. Outcomes and Outputs (Performance Measures)**

The Provider shall be required to meet the following performance standards as measured by the following outcomes and indicators.



Additionally, the Provider will be required to achieve standards for other measures established by applicable state or federal law or administrative rule.

- 1) **95%** of children in families who participate in the FPS Program are not subjects of reports with some indicators or verified maltreatment within six (6) months of program completion.
- 2) **95%** of clients served will be satisfied with the services, based upon responses to the Provider's Client Satisfaction Survey give out at closure of the case.

**b. Performance Evaluation Methodology**

By execution of this contract the provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth below. If the provider fails to meet these standards, CBCCF, at its exclusive option, may allow up to six months for the provider to achieve compliance with the standards. If CBCCF affords the provider an opportunity to achieve compliance, and the provider fails to achieve compliance within the specified time frame, CBCCF must cancel the contract in the absence of any extenuating or mitigating circumstances. The determination of the extenuating or mitigating circumstances is the exclusive determination of CBCCF.

**5. Provider Responsibilities**

**a. Provider Unique Activities**

It is the responsibility of the provider to:

- 1) Comply with all rules, regulations, and statutes that apply to confidentiality of clients served and not release any information regarding any families or children served. This responsibility extends to all of the officers, employees, volunteers, and agents of the provider. The provider hereby acknowledges that failure to abide by the requirements of confidentiality statutes constitutes a criminal offense as set forth in section 39.202, F.S.
- 2) Be able to respond to accept referrals, and to respond to family emergencies after services have been initiated, twenty-four hours a day, seven days a week.
- 3) Ensure the provision and documentation of pre-service and in-service training for professional and paraprofessional personnel.
- 4) Ensure compliance with Chapter 490, F.S., Psychological Services, and Chapter 491, F.S., Clinical Counseling and Psychotherapy Services.



- 5) Determine compliance with subsection 491.014(4)(b), F.S., and the titles used for professional and paraprofessional/aide positions.
- 6) Develop strong knowledge of the CBCCF System of Care and relationships with other appropriate community resources and programs to provide necessary services for the families served.
- 7) The Provider is responsible for implementing a quality assurance system to assess its performance on a continuous basis. A Quality Assurance Plan shall be submitted annually for review by the contract manager.

**b. Coordination With Other Providers/Entities**

- 1) Based on assessed need, the provider shall identify, locate, coordinate, and refer families for other community resources during service provision and at case closure.
- 2) The failure of other providers or entities does not alleviate the provider from any accountability for tasks or services that the provider is obligated to perform pursuant to this contract.

**6. CBCCF Responsibilities**

**a. CBCCF Determinations**

- 1) Determination of compliance with programmatic and client outcome measures rests with CBCCF.
- 2) CBCCF reserves all rights to approve or disapprove any conditions relating to this contract.
- 3) CBCCF has final authority in monitoring, reporting and payment of disputes.

**b. Monitoring Requirements**

- 1) The provider will be monitored in accordance with existing CBCCF and quality assurance procedures.

**7. Medicaid Billing**

In no event shall both Medicaid and CBCCF be billed for the same service.

**8. Method of Payment**

**a. Payment**



This is a fixed price (unit cost) contract. The Provider shall be paid **\$38,178.42** per month for FPS Program services, over the period of this contract, not to exceed the total contracted amount of **\$458,141.04**, subject to the availability of funds.

CBCCF agrees to pay for FPS Program services at the unit price(s) listed below:

Unit of Service	# of Units	Unit Price
Month of FPS Program Services	12 (July 1, 2012 - June 30, 2013)	\$38,178.42

- 2) The CBCCF invoice shall be submitted by the 10<sup>th</sup> of each month following the month of service delivery.

**b. Local Match**

- 1) According to federal regulations (Title IV-B, Subpart 2) a 25% local match is required from all Promoting Safe and Families grant recipients. CBCCF will determine the Local Match amount for the Network Provider each year.
- 2) Match reported for this contract cannot be used for other contracts or grants.
- 3) Documentation of match will be maintained on file for a period of six years and will be made available for audit purposes upon request.

**c. Renegotiation**

As permitted by Section 409.1671, F.S. increases in the dollar amount provided do not require a corresponding increase in services as the provider is required to provide a comprehensive continuum of child welfare services to all clients referred.

**d. Fees**

No fees shall be imposed by the network provider other than those set by CBCCF and described in the current State of Florida Title XX Pre-Expenditure Report. Fees collected in compliance with the aforementioned report shall be disposed of in a manner authorized by CBCCF.

**e. Third Party Payments**

The funding available in this contract is for services, excluding all successfully billed third party payments including, but not limited to, Medicaid. Supporting documentation of aggregate third party collections shall be available at the network provider's location for inspection by CBCCF.



## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CONTRACTS/SUBCONTRACTS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, signed February 18, 1986. The guidelines were published in the May 29, 1987 Federal Register (52 Fed. Reg., pages 20360-20369).

### INSTRUCTIONS

1. Each provider whose contract/subcontract equals or exceeds \$25,000 in federal moneys must sign this certification prior to execution of each contract/subcontract. Additionally, providers who audit federal programs must also sign, regardless of the contract amount. Community Based Care of Central Florida and the CBC Partnership cannot contract with these types of providers if they are debarred or suspended by the federal government.
2. This certification is a material representation of fact upon which reliance is placed when this contract/subcontract is entered into. If it is later determined that the signer knowingly rendered an erroneous certification, the Federal Government may pursue available remedies, including suspension and/or debarment.
3. The provider shall provide immediate written notice to the CBCCF Network Director at any time the provider learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "debarred," "suspended," "person," "principal," and "voluntarily excluded," as used in this certification, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department's CBCCF Network Director for assistance in obtaining a copy of those regulations.
5. The provider agrees by submitting this certification that, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract/subcontract unless authorized by the Federal Government.
6. The provider further agrees by submitting this certification that it will require each subcontractor of this contract/subcontract, whose payment will equal or exceed \$25,000 in federal moneys, to submit a signed copy of this certification.
7. Community Based Care of Central Florida and the CBC Partnership may rely upon a certification of a provider that it is not debarred, suspended, ineligible, or voluntarily excluded from contracting/subcontracting unless it knows that the certification is erroneous.
8. This signed certification must be kept in the CBCCF Network Director's contract file. Subcontractor's certification must be kept at the provider's business location.

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### CERTIFICATION

- (1) The prospective provider certifies, by signing this certification, that neither he nor his principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/subcontract by any federal department or agency.
- (2) Where the prospective provider is unable to certify to any of the statements in this certification, such prospective provider shall attach an explanation to this certification.

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**Signature**

---

**Date**

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**Name and Title of Authorized Signee**



**CERTIFICATION REGARDING LOBBYING****CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND  
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature

---

Date

---

Name of Authorized Individual

---

Application or Contract #

---

Name and Address of Organization



**AFFIDAVIT**

The Lead Agency may subcontract for services unless specifically prohibited by the Department of Children and Families. The Lead Agency is not required to obtain subcontract approval as required under section I.I.1. of the Department of Children and Families Standard Contract unless any of the following conditions apply.

The person or entity:

- a) is barred, suspended, or otherwise prohibited from doing business with any government entity, or has been barred, suspended, or otherwise prohibited from doing business with any government entity within the last 5 years;
- b) is under investigation or indictment for criminal conduct, or has been convicted of any crime which would adversely reflect on their ability to provide services to vulnerable populations, including, but not limited to, abused or neglected children, or which adversely reflects their ability to properly handle public funds;
- c) is currently involved, or has been involved within the last 5 years, with any litigation, regardless of whether as a plaintiff or defendant, which might pose a conflict of interest to the department, the state or its subdivisions, or a federal entity providing funds to the department;
- d) has had a contract terminated by the department for a failure to satisfactorily perform or for cause; or
- e) has failed to implement a corrective action plan approved by the department or any other governmental entity, after having received due notice.

If any of the conditions above are applicable, the Lead Agency must obtain written approval from the department prior to entering into the subcontract. In order to comply with this requirement, the Lead Agency shall require all proposed subcontracted providers to provide assurances, in a notarized affidavit, that the conditions above do not exist. If the Lead Agency acquires knowledge of disqualifying conditions at any time, it shall disclose this information to the department. Both parties agree to take appropriate action.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by (name of person making statement) \_\_\_\_\_.

(notarized seal)

\_\_\_\_\_  
(Signature of Notary Public-State of Florida)

\_\_\_\_\_  
(Name of Notary Typed, Printed, or Stamped)

Personally Known \_\_\_\_\_ or Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_  
Produced \_\_\_\_\_



YOUTH & FAM

SYD McCALLISTER

1718 East Michigan Street • Orlando, Florida 32806-4935  
407-836-7645

**DATE:** May 30, 2012

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

**THRU:** Lonnie C. Bell, Jr., Director  
Family Services Department



**FROM:** Syd McCallister, Manager  
Youth and Family Services Division

**CONTACT:** Diana M. Mendez, Medical & Mental Health Serv. Admin.  
407.836.9325

**Re:** Approval of the Contract for Operation of Great Oaks Village program  
and Emergency Shelter care beds at the Orange County Youth  
Shelter.  
June 19, 2012 Consent Agenda (All Districts)

On June 21, 2011, the Board of County Commissioners approved contract GJ238 between the State of Florida Department of Children and Families (DCF) and Orange County for the operation of Great Oaks Village (GOV) and Emergency Shelter beds at the Youth Shelter (YS), for an amount of \$2,686,980. For the 2012/13 fiscal year, DCF is requesting a contract in the amount of \$2,686,980 for services at Great Oaks Village and the Youth Shelter.

The contract with DCF provides funding for GOV to provide residential foster care for up to 43 children, ages 6 to 18, who have been removed from their homes due to abuse, neglect or abandonment. This includes up to 3 Emergency Shelter care beds at the Youth Shelter utilized when there are no appropriate beds available at GOV or elsewhere in the community. In addition to residential group care, counseling, health, recreation, and educational services are provided to youth. Based on this contract, GOV and the YS will be paid \$140 per day per child.

The contract includes a compendium of required certifications regarding debarment, suspension and other responsibility matters, drug-free workplace, environmental



Administration  
& Support  
407-836-7432

Community  
Relations  
407-836-8938

Family Services  
407-836-6500

Great Oaks Village  
407-836-7665

Youth Services  
407-897-6370





tobacco smoke, lobbying and assurances related to non-construction programs.

**ACTION REQUESTED:** Approval of Florida Department of Children and Families Standard Contract No. GJ301, CFDA No. 93.667, between the Florida Department of Children and Families and Orange County Board of County Commissioners and Certification for Contracts, Grants, and Cooperative Agreements for the operation of the Great Oaks Village program and Emergency Shelter care beds at the Orange County Youth Shelter in the contract amount of \$2,686,978 for the period of July 1, 2012 through June 30, 2013; and approval for the County Mayor or designee to approve any increases, decreases or amendments to this contract.

cc: Linda Weinberg, Deputy County Administrator  
Lonnie C. Bell, Jr., Department Director  
Yolanda Brown, Fiscal Manager-HFS  
Jamilie Clemens, Grants Supervisor  
Martin Bird, Asst. Manager  
Harriett Mathis, Sr. Program Manager



## FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES STANDARD CONTRACT

THIS CONTRACT is entered into between the Florida Department of Children and Families, hereinafter referred to as the "Department" and Orange County Board of County Commissioners, hereinafter referred to as the "Provider". The Department and Provider agree as follows:

1. **Purpose.** The Department is engaging the Provider for the purpose of providing emergency shelter and residential group care services, as further described in Attachment I hereto. The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this contract. These deliverables must be received and accepted by the contract manager in writing prior to payment, subject to subsequent audit and review and to the satisfaction of the Department.
2. **Effective and Ending Dates.** This contract shall begin on July 1, 2012, or on the date on which the contract has been signed by the last party required to sign it, whichever is later. It shall end at midnight, Central time, on June 30, 2013.
3. **Payment for Services.** The Department shall pay for contracted services according to the terms and conditions of this contract of an amount not to exceed \$2,686,978.00 or the rate schedule, subject to the availability of funds and satisfactory performance of all terms by the Provider. The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this contract.
4. **Contract Document.** The Provider shall provide services in accordance with the terms and conditions specified in this contract including its attachments, I, II, III and any exhibits referenced in said attachments, together with any documents incorporated by reference, which contain all the terms and conditions agreed upon by the parties. The definitions found in the Standard Contract Definitions, located at <http://www.dcf.state.fl.us/admin/contracts/docs/GlossaryofContractTerms.pdf> are incorporated into and made a part of this Contract. The PUR 1000 Form (10/06 version) is hereby incorporated into and made a part of this Contract. Sections 1.d., 2-4, 6, 8-13, 19, 22, 23, 27, 31, and 35 of the PUR 1000 Form are not applicable to this contract. In the event of any conflict between the PUR 1000 Form and any other terms or conditions of this contract, such other terms or conditions shall take precedence over the PUR 1000 Form.
5. **Compliance with Statutes, Rules and Regulations.** In performing its obligations under this Contract, the Provider shall without exception be aware of any compliance with State and Federal laws, rules and regulations relating to its performance under this Contract, including but not limited to those described in Section 34 of this Contract.
6. **Inspections and Corrective Action.** The Provider shall permit all persons who are duly authorized by the Department to inspect and copy any records, papers, documents, facilities, goods and services of the Provider which are relevant to this contract, and to interview any clients, employees and subcontractor employees of the Provider to assure the Department of the satisfactory performance of the terms and conditions of this contract. Following such review, the Department will deliver to the Provider a written report of its findings, and may direct the development, by the Provider, of a corrective action plan where appropriate. The Provider hereby agrees to timely correct all deficiencies identified in the corrective action plan. This provision will not limit the Department's termination rights under Section 30.
7. **Independent Contractor, Subcontracting and Assignments.**
  - a. In performing its obligations under this contract, the Provider shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida, except where the Provider is a state agency. Neither the Provider nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this Contract, unless specifically authorized in writing to do so. This contract does not create any right in any individual to state retirement, leave benefits or any other benefits of state employees as a result of performing the duties or obligations of this contract.
  - b. The Provider shall take such actions as may be necessary to ensure that it and each subcontractor of the Provider will be deemed to be an independent contractor and will not be considered or permitted to be an officer, employee, or agent of the State of Florida. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees shall be the sole responsibility of the Provider.
  - c. The Provider shall not assign the responsibility for this contract to another party without prior written approval of the Department, upon the Department's sole determination that such assignment will not adversely affect the public interest; however, in no event may the Provider assign or enter into any transaction having the effect of assigning or transferring any right to receive payment under this contract which right is not conditioned on full and faithful performance of the Provider's duties hereunder. Any sublicense, assignment, or transfer otherwise occurring without prior approval of the Department shall be null and void. The Provider shall not subcontract for any of the work contemplated under this contract without prior written approval of the Department, which shall not be unreasonably withheld.
  - d. The State of Florida shall at all times be entitled to assign or transfer, in whole or part, its rights, duties, or obligations under this contract to another governmental agency in the State of Florida or to a provider of the Department's selection, upon giving prior written notice to the Provider. In the event the State of Florida approves transfer of the Provider's obligations, the Provider remains responsible for all work performed and all expenses incurred in connection with the contract. This contract shall remain binding upon the lawful successors in interest of the Provider and the Department.
  - e. To the extent permitted by Florida Law, and in compliance with Section 7.c., the Provider is responsible for all work performed and for all commodities produced pursuant to this contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees that the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.
  - f. The Provider shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Standard Contract that mention or describe subcontract compliance.
  - g. To the extent that a subcontract provides for payment after Provider's receipt of payment from the Department, the Provider shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with section 287.0585, F.S., unless otherwise stated in the contract between the Provider and subcontractor. Failure to pay within seven (7) working days will



result in a penalty that shall be charged against the Provider and paid by the Provider to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

8. **Provider Liability and Indemnity.** The Provider shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, claims and costs of every name and description, including attorneys' fees:

a. arising out of or by reason of the execution of this contract or arising from or relating to any alleged act or omission by the Provider, its agents, employees, partners, or subcontractors in relation to this agreement provided; however, that this indemnity shall not include that portion of any loss or damages proximately caused by the negligent act or omission of the Department. This indemnity specifically precludes compensation of the Provider for any obligations of any kind to any person, paid or unpaid, incurred as a result of a culpable act or omission of the Provider, its agents, employees or subcontractors.

b. arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right associated with a service or product of the Provider; provided, however, that the foregoing obligation shall not apply to Department's misuse or modification of Provider's products or a Department's operation or use of Provider's products in a manner not contemplated by the contract. If any product is the subject of an infringement suit or claim or in the Provider's opinion is likely to become the subject of such a suit or claim, the Provider may at its sole expense procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall, without limiting the Department's remedies at law for breach or nonperformance, remove the product and provide a fully-licensed replacement to the Department's satisfaction. The Department shall not be liable for any royalties. The Provider's indemnification for violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right shall encompass all such items used or accessed by the Provider, its officers, agents or subcontractors in the performance of this contract or delivered to the Department for the use of the Department, its employees, agents or contractors.

c. arising from or relating to Provider's claim that a record contains trade secret information that is exempt from disclosure or the scope of the Provider's redaction of the record, as provided for under Section 26.c., including litigation initiated by the Department.

The Provider's inability to evaluate liability or its evaluation of liability shall not excuse its duty to defend and indemnify after receipt of notice. Only an adjudication or judgment after the highest appeal is exhausted finding the Department negligent shall excuse the Provider of performance under this provision, in which case the Department shall have no obligation to reimburse the Provider for the cost of its defense. If the Provider is an agency or subdivision of the State, its obligation to indemnify, defend and hold harmless the Department shall be to the extent permitted by section 768.28, F.S. or other applicable law, and without waiving the limits of sovereign immunity.

9. **Insurance.** The Provider shall maintain continuous adequate liability insurance coverage during the existence of this contract and any renewal(s) and extension(s) thereof. With the exception of a state agency or subdivision as defined by subsection 768.28(2), F.S., by execution of this contract, the Provider accepts full responsibility for identifying and determining the type(s) and extent of liability insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this contract. The limits of coverage under each policy maintained by the Provider do not limit the Provider's liability and obligations under this contract. Upon the execution of this contract, the Provider shall furnish the Department written verification supporting both the determination and existence of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance as specified in this contract.

10. **Notice of Legal Actions.** The Provider shall notify the Department of legal actions taken against them or potential actions such as lawsuits, related to services provided through this contract or that may impact the Provider's ability to deliver the contractual services, or adversely impact the Department. The Department's contract manager will be notified within 10 days of Provider becoming aware of such actions or from the day of the legal filing, whichever comes first.

11. **Client Risk Prevention.** If services to clients are to be provided under this contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE). As required by Chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

12. **Emergency Preparedness Plan.** If the tasks to be performed pursuant to this contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this contract, submit to the contract manager an emergency preparedness plan which shall include provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan that will allow the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency.

a. For the purpose of disaster planning, the term supervision includes the responsibility of the Department, or its contracted agents to ensure the safety, permanency and well-being of a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting.

b. The Department agrees to respond in writing within 30 days of receipt of the plan accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider in order to assure implementation of agreed emergency relief provisions.

c. An updated emergency preparedness plan shall be submitted by the Provider no later than 12 months following the acceptance of an original plan or acceptance of an updated plan. The Department agrees to respond in writing within 30 days of receipt of the updated plan, accepting, rejecting, or requesting modification to the plan.

13. **Intellectual Property.** It is agreed that all intellectual property, inventions, written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising in relation to Provider's performance under this contract, and the performance of all of its officers, agents and subcontractors in relation to this contract, are works for hire for the benefit of the Department, fully compensated for by the contract amount, and that neither the Provider nor any of its officers, agents nor subcontractors may claim any interest in any intellectual property rights accruing under or in connection with the performance of this contract. It is specifically agreed that the Department shall have exclusive rights to all data processing software falling within the terms of section 119.084, F.S., which arises or is developed in the course of or as a result of work or services performed under this contract, or in anyway connected herewith. Notwithstanding the foregoing provision, if the Provider is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply.



a. If the Provider uses or delivers to the Department for its use or the use of its employees, agents or contractors, any design, device, or materials covered by letters, patent, or copyright, it is mutually agreed and understood that, except as to those items specifically listed in the Special Provisions of Attachment I as having specific limitations, the compensation paid pursuant to this contract includes all royalties or costs arising from the use of such design, device, or materials in any way involved in the work contemplated by this contract. For purposes of this provision, the term "use" shall include use by the Provider during the term of this Contract and use by the Department its employees, agents or contractors during the term of this Contract and perpetually thereafter.

b. All applicable subcontracts shall include a provision that the Federal awarding agency reserves all patent rights with respect to any discovery or invention that arises or is developed in the course of or under the subcontract. Notwithstanding the foregoing provision, if the Provider or one of its subcontractors is a university and a member of the State University System of Florida, then section 1004.23, F.S., shall apply, but the Department shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products.

14. **Real Property.** Any state funds provided for the purchase of or improvements to real property are contingent upon the Provider granting to the state a security interest in the property at least to the amount of the state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of state funding for this purpose, the Provider agrees that, if it disposes of the property before the Department's interest is vacated, the Provider will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

15. **Publicity.** Without limitation, the Provider and its employees, agents, and representatives will not, without prior Departmental written consent in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State affiliate or any officer or employee of the State, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this contract in press releases, advertising or materials distributed to the Provider's prospective customers.

16. **Sponsorship.** As required by section 286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

17. **Employee Gifts.** The Provider agrees that it will not offer to give or give any gift to any Department employee. As part of the consideration for this contract, the parties intend that this provision will survive the contract for a period of two years. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider will ensure that its subcontractors, if any, comply with these provisions.

18. **Official Payee and Party Representatives**

a. The Provider name, as shown on page 1 of this contract, and mailing address of the official payee to whom the payment shall be made is:

Name: Orange County Board of County Commissioners

Address: Orange County Finance Department

Attn: Grants P.O. Box

City: Orlando State: FL Zip Code: 32808

Phone: (407) 836-7600

ext: \_\_\_\_\_

b. The name of the contact person and address, telephone, and e-mail address where financial and administrative records are maintained is:

Name: Harriet Mathis

Address: 1718 East Michigan Street

City: Orlando State: FL Zip Code: 32806

Phone: (407) 836-6558

ext: \_\_\_\_\_

e-mail: Harriet.Mathis@ocfl.net

c. The name, address, telephone number and e-mail address of the contract manager for the Department for this contract is:

Name: Christine Barbery

Address: 400 West Robinson Street Suite 1118

City: Orlando State: FL Zip Code: 32801

Phone: (407) 317-7057

ext: \_\_\_\_\_

e-mail: christine\_barbery@dcf.state.fl.us

d. The name, address, telephone number and e-mail of the representative of the Provider responsible for administration of the program under this contract is:

Name: Syd McCallister, Manager

Address: 1718 East Michigan Street

City: Orlando State: FL Zip Code: 32806

Phone: (407) 836-7600

ext: \_\_\_\_\_

e-mail: Syd.McCallister@ocfl.net

Upon change of representatives (names, addresses, telephone numbers or e-mail addresses) by either party, notice shall be provided in writing to the other party and the notification attached to the originals of this contract.

19. **Invoices.** The Provider shall submit bills for fees or other compensation for services or expenses in sufficient detail for proper pre-audit and post-audit. Where itemized payment for travel expenses is permitted in this contract, the Provider shall submit bills for any travel expenses in accordance with section 112.061, F.S., or at such lower rates as may be provided in this Contract.

20. **Final Invoice.** The final invoice for payment shall be submitted to the Department no more than 30 days after the contract ends or is terminated. If the Provider fails to do so, all rights to payment are forfeited and the Department will not honor any requests submitted after the aforesaid time period. Any payment due under the terms of this contract may be withheld until all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

21. **Financial Consequences.** If the Provider fails to meet the minimum level of service or performance identified in this contract, or that is customary for the industry, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to refusing payment, withholding payments until deficiency is cured, tendering only partial payments, applying liquidated damages to the extent that this contract so provides, imposition of penalties per Section 29, termination of contract per Section 30 and requisition of services from an alternate source.



Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due as an overpayment in accordance with Section 22, to the extent of such error.

**22. Overpayments.** The Provider shall return to the Department any overpayments due to unearned funds or funds disallowed that were disbursed to the Provider by the Department and any interest attributable to such funds pursuant to the terms and conditions of this contract. In the event that the Provider or its independent auditor discovers that an overpayment has been made, the Provider shall repay said overpayment immediately without prior notification from the Department. In the event that the Department first discovers an overpayment has been made, the contract manager, on behalf of the Department, will notify the Provider by letter of such findings. Should repayment not be made forthwith, the Provider will be charged interest at the lawful rate of interest on the outstanding balance after Department notification or Provider discovery. Payments made for services subsequently determined by the Department to not be in full compliance with contract requirements shall be deemed overpayments. The Department shall have the right to offset or deduct from any amount due under this Contract at any time any amount due to the Department from the Provider under any other contract or agreement.

**23. Payment on Invoices.** Pursuant to section 215.422, F.S., the Department has five (5) working days to inspect and approve goods and services, unless the bid specifications, purchase order, or this contract specify otherwise. With the exception of payments to health care providers for hospital, medical, or other health care services, if payment is not available within forty (40) days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved, a separate interest penalty set by the Chief Financial Officer pursuant to section 55.03, F.S., will be due and payable in addition to the invoice amount. Payments to health care providers for hospital, medical, or other health care services, shall be made not more than thirty-five (35) days from the date eligibility for payment is determined. Financial penalties will be calculated at the daily interest rate of .03333%. Invoices returned to a Provider due to preparation errors will result in a non-interest bearing payment delay. Interest penalties less than one (1) dollar will not be paid unless the Provider requests payment. Payment shall be made only upon written acceptance by the Department and shall remain subject to subsequent audit or review to confirm contract compliance.

**24. Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

**25. Records, Retention, Audits, Inspections and Investigations.**

- a. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this contract.
- b. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract shall be maintained by the Provider during the term of this contract and retained for a period of six (6) years after completion of the contract or longer when required by law. In the event an audit is required under this contract, records shall be retained for a minimum period of six (6) years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this contract, at no additional cost to the Department.
- c. Upon demand, at no additional cost to the Department, the Provider will facilitate the duplication and transfer of any records or documents during the required retention period in Section 25.b.
- d. These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.
- e. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 45 CFR, section 92.36(i)(10), shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of the form in which kept.
- f. A financial and compliance audit shall be provided to the Department as specified in this contract and in Attachment III.
- g. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (section 20.055, F.S.).
- h. No record may be withheld nor may the Provider attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature.

**26. Public Records.** The Provider shall allow public access to all documents, papers, letters, or other public records as defined in subsection 119.011(12), F.S. as prescribed by subsection 119.07(1) F.S., made or received by the Provider in conjunction with this contract except that public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Provider's failure to comply with this provision shall constitute an immediate breach of contract for which the Department may unilaterally terminate the contract.

- a. Unless exempted by law, all public records are subject to public inspection and copying under Florida's Public Records Law, Chapter 119, F.S. Any claim by Provider of trade secret (proprietary) confidentiality for any information contained in Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted in connection with this contract will be waived, unless the claimed confidential information is submitted in accordance with Section 26.b.
- b. The Provider must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Provider shall include information correlating the nature of the claims to the particular protected information.
- c. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider to expeditiously submit redacted copies of documents marked as trade secret in accordance with Section 26.b. Accompanying the submission shall be an updated version of the justification under Section 26.b, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.
- d. The Provider shall be responsible for defending its claim that each and every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.



27. **Client Information.** The Provider shall not use or disclose any information concerning a recipient of services under this contract for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.
28. **Data Security.** The Provider shall comply with the following data security requirements:
- a. An appropriately skilled individual shall be identified by the Provider to function as its Data Security Officer. The Data Security Officer shall act as the liaison to the Department's security staff and will maintain an appropriate level of data security for the information the Provider is collecting or using in the performance of this contract. An appropriate level of security includes approving and tracking all Provider employees that request or have access to any Departmental data system or information. The Data Security Officer will ensure that user access to the data system or information has been removed from all terminated Provider employees.
  - b. The Provider shall provide the latest Departmental security awareness training to its staff and subcontractors who have access to departmental information.
  - c. All Provider employees who have access to departmental information shall comply with, and be provided a copy of CFOP 50-2, and shall sign the DCF Security Agreement form CF 0114 annually. A copy of CF 0114 may be obtained from the contract manager.
  - d. The Provider shall make every effort to protect and avoid unauthorized release of any personal or confidential information by ensuring both data and storage devices are encrypted as prescribed in CFOP 50-2. If encryption of these devices is not possible, then the Provider shall assure that unencrypted personal and confidential departmental data will not be stored on unencrypted storage devices. The Provider shall require the same of all subcontractors.
  - e. The Provider agrees to notify the contract manager as soon as possible, but no later than five (5) business days following the determination of any breach or potential breach of personal and confidential departmental data. The Provider shall require the same notification requirements of all subcontractors.
  - f. The Provider shall at its own cost provide notice to affected parties no later than 45 days following the determination of any potential breach of personal or confidential departmental data as provided in section 817.5681, F.S. The Provider shall require the same notification requirements of all subcontractors. The Provider shall also at its own cost implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential departmental data.
29. **Financial Penalties for Failure to Take Corrective Action.**
- a. In accordance with the provisions of section 402.73(1), F.S., and Rule 65-29.001, F.A.C., corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this contract. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.
  - b. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan. The penalty, if imposed, shall not exceed ten percent (10%) of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. Noncompliance that is determined to have a direct effect on client health and safety shall result in the imposition of a ten percent (10%) penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.
  - c. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a five percent (5%) penalty. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a two percent (2%) penalty.
  - d. The deadline for payment shall be as stated in the Order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.
30. **The following termination provisions apply to this Contract:**
- a. This contract may be terminated by either party without cause upon no less than thirty (30) calendar days notice in writing to the other party unless a sooner time is mutually agreed upon in writing. Said notice shall be delivered by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery to the Contract Manager or the representative of the Provider responsible for administration of the program.
  - b. In the event funds for payment pursuant to this contract become unavailable, the Department may terminate this contract upon no less than twenty-four (24) hours notice in writing to the Provider. Said notice shall be sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery. The Department shall be the final authority as to the availability and adequacy of funds. In the event of termination of this contract, the Provider will be compensated for any work satisfactorily completed.
  - c. In the event the Provider fails to fully comply with the terms and conditions of this contract, the Department may terminate the contract upon no less than twenty-four (24) hours (excluding Saturday, Sunday, and Holidays) notice in writing to the Provider after Provider's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the contract. The Department's failure to demand performance of any provision of this contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this contract shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this contract. The provisions herein do not limit the Department's right to remedies at law or in equity.
  - d. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. To be terminated as a Provider under this provision, the Provider must have: (1) previously failed to satisfactorily perform in a contract with the Department, been notified by the Department of the unsatisfactory performance, and failed to correct the unsatisfactory performance to the satisfaction of the Department; or (2) had a contract terminated by the Department for cause. Termination shall be upon no less than twenty-four (24) hours notice in writing to the Provider.



31. **Dispute Resolution.** Any dispute concerning performance of the contract or payment hereunder shall be decided by the Department's contract manager, who shall reduce the decision to writing and provide a copy to the Provider. The decision shall be final and conclusive unless within twenty-one (21) calendar days from the date of receipt of the contract manager's decision, the Provider delivers to the contract manager a petition for alternative dispute resolution. After receipt of a petition for alternative dispute resolution the Department and the Provider shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Provider concerning this Contract. After timely delivery of a petition for alternative dispute resolution, the parties may employ any dispute resolution procedures described in the Attachment I or other attachment, or mutually agree to an alternative binding or nonbinding dispute resolution process, the terms of which shall be reduced to writing and executed by both parties. Completion of such agreed process shall be deemed to satisfy the requirement for completion of the negotiation process. This provision shall not limit the parties' rights of termination under Section 30.

32. **Other Terms**

a. Any notice that is required under this contract shall be in writing, and sent by U.S. Postal Service or any expedited delivery service that provides verification of delivery or by hand delivery. Said notice shall be sent to the representative of the Provider responsible for administration of the program, to the designated address contained in this contract.

b. This contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. Courts of competent jurisdiction in Florida shall have exclusive jurisdiction in any action regarding this contract and venue shall be in Leon County, Florida.

c. Articles which are the subject of or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc., (PRIDE) identified under Chapter 946, F.S., in the same manner and under the procedures set forth in subsections 946.515(2) and (4), F.S. For purposes of this contract, the Provider shall be deemed to be substituted for the Department insofar as dealings with PRIDE. This clause is not applicable to subcontractors unless otherwise required by law. An abbreviated list of products/services available from PRIDE may be obtained by contacting PRIDE, (800) 643-8459.

d. The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this contract, in accordance with the provisions of sections 403.7065, F.S.

e. The Department is committed to ensuring provision of the highest quality services to the persons we serve. Accordingly, the Department has expectations that where accreditation is generally accepted nationwide as a clear indicator of quality service, the majority of the Department's providers will either be accredited, have a plan to meet national accreditation standards, or will initiate a plan within a reasonable period of time.

f. The Department of Economic Opportunity and Workforce Florida: The Provider understands that the Department, the Department of Economic Opportunity, and Workforce Florida, Inc., have jointly implemented an initiative to empower recipients in the Temporary Assistance to Needy Families Program to enter and remain in gainful employment. The Department encourages Provider participation with the Department of Economic Opportunity and Workforce Florida.

g. Transitioning Young Adults: The Provider understands the Department's interest in assisting young adults aging out of the dependency system. The Department encourages Provider participation with the local Community-Based Care Lead Agency Independent Living Program to offer gainful employment to youth in foster care and young adults transitioning from the foster care system.

h. There are no provisions, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written between the parties.

i. If any term or provision of this contract is legally determined unlawful or unenforceable, the remainder of the contract shall remain in full force and effect and such term or provision shall be stricken.

j. **Survival of terms.** The parties agree that, unless a provision of this Standard Contract, its attachments or incorporated documents expressly states otherwise as to itself or a named provision, all provisions of this contract concerning obligations of the Provider and remedies available to the Department are intended to survive the "ending date" or an earlier termination of this contract. The Provider's performance pursuant to such surviving provisions shall be without further payment, as the contract payments received during the term of this contract are consideration for such performance.

k. In the event of a conflict between the provisions of the documents, the documents shall be interpreted in the following order of precedence:

- i. Attachment I and other attachments, if any;
- ii. Any documents incorporated into any attachment by reference;
- iii. This Standard Contract;
- iv. Any documents incorporated into this Standard Contract by reference.

33. **Modifications.** Modifications of provisions of this contract shall be valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

34. **Additional Requirements of Law, Regulation and Funding Source.** As provided in Section 5 of this contract, the Provider is required to comply with the following requirements, as applicable to its performance under this contract. Provider acknowledges that it is independently responsible for investigating and complying with all State and Federal laws, rules and regulations relating to its performance under this contract and that the below is only a sample of the State and Federal laws, rules and regulations that may govern its performance under this contract.

a. **Federal Law**

- i. If this contract contains federal funds, the Provider shall comply with the provisions of federal law and regulations including, but not limited to, 45 Code of Federal Regulations (CFR), Part 74, 45 CFR, Part 92, and other applicable regulations.



- ii. If this contract contains \$10,000 or more of federal funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in Department of Labor regulation 41 CFR, Part 60 and 45 CFR, Part 92, if applicable.
  - iii. If this contract contains over \$100,000 of federal funds, the Provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 United States Code (U.S.C.) 7401 et seq.), section 508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (40 CFR, Part 30). The Provider shall report any violations of the above to the Department.
  - iv. No federal funds received in connection with this contract may be used by the Provider, or agent acting for the Provider, or subcontractor to influence legislation or appropriations pending before the Congress or any State legislature. If this contract contains federal funding in excess of \$100,000, the Provider must, prior to contract execution, complete the Certification Regarding Lobbying form, Attachment II. If a Disclosure of Lobbying Activities form, Standard Form LLL, is required, it may be obtained from the contract manager. All disclosure forms as required by the Certification Regarding Lobbying form must be completed and returned to the contract manager, prior to payment under this contract.
  - v. If this contract contains federal funds and provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.
  - vi. Unauthorized aliens shall not be employed. The Department shall consider the employment of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324 a) and section 101 of the Immigration Reform and Control Act of 1986. Such violation shall be cause for unilateral cancellation of this contract by the Department. Pursuant to Executive Order 11-02 signed on January 4, 2011, the Provider will use the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and the subcontractors' employees performing under this contract.
- b. Civil Rights Requirements.** In accordance with Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, or the Florida Civil Rights Act of 1992, as applicable the Provider shall not discriminate against any employee (or applicant for employment) in the performance of this contract because of race, color, religion, sex, national origin, disability, age, or marital status. Further, the Provider agrees not to discriminate against any applicant, client, or employee in service delivery or benefits in connection with any of its programs and activities in accordance with 45 CFR 80, 83, 84, 90, and 91, Title VI of the Civil Rights Act of 1964, or the Florida Civil Rights Act of 1992, as applicable and CFOP 60-16. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities. The Provider shall complete the Civil Rights Compliance Checklist, CF Form 946 in accordance with CFOP 60-16 and 45 CFR 80. This is required of all Providers that have fifteen (15) or more employees.
- c. Use of Funds for Lobbying Prohibited.** The Provider shall comply with the provisions of sections 11.062 and 216.347, F.S., which prohibit the expenditure of contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.
- d. Public Entity Crime and Discriminatory Contractors** Pursuant to sections 287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, that the prohibition on persons or affiliates placed on the convicted vendor shall be limited to business in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- e. Health Insurance Portability and Accountability Act** The Provider shall, where applicable, comply with the Health Insurance Portability and Accountability Act (42 U. S. C. 1320d.) as well as all regulations promulgated thereunder (45 CFR Parts 160, 162, and 164).
- f. Whistleblower's Act Requirements.** In accordance with subsection 112.3187(2), F.S., the Provider and its subcontractors shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The Provider and any subcontractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission on Human Relations or the Whistle-blower's Hotline number at 1-800-543-5353.
- g. Support to the Deaf or Hard-of-Hearing**
- i. The Provider and its subcontractors, where direct services are provided, shall comply with section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as implemented by 45 C.F.R. Part 84 (hereinafter referred to as Section 504), the Americans with Disabilities Act of 1990, 42 U.S.C. 12131, as implemented by 28 C.F.R. Part 35 (hereinafter referred to as ADA), and the Children and Families Operating Instruction (CFOP) 60-10, Chapter 4, entitled "Auxiliary Aids and Services for the Deaf or Hard-of-Hearing."
  - ii. If the Provider or any of its subcontractors employs 15 or more employees, the Provider shall designate a Single-Point-of-Contact (one per firm) to ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504, the ADA, and CFOP 60-10, Chapter 4. The Single-Point-of-Contact will process the compliance data into the Department's HHS Compliance reporting Database and forward confirmation of submission to the contract manager. The name and contact information for the Provider's Single-Point-of-Contact shall be furnished to the Department's grant or contract manager within 14 calendar days of the effective date of this requirement.
  - iii. The Provider shall, within 30 days of the effective date of this requirement, contractually require that its subcontractors comply with Section 504, the ADA, and CFOP 60-10, Chapter 4. A Single-Point-of-Contact shall be required for each subcontractor that employs 15 or more employees. This Single-Point-of-Contact will ensure effective communication with deaf or hard-of-hearing customers or companions in accordance with Section 504 and the ADA and coordinate activities and reports with the Provider's Single-Point-of-Contact.



- iv. The Single-Point-of-Contact shall ensure that employees are aware of the requirements, roles & responsibilities, and contact points associated with compliance with Section 504, the ADA, and CFOP 60-10, Chapter 4. Further, employees of providers and its subcontractors with 15 or more employees shall attest in writing that they are familiar with the requirements of Section 504, the ADA, and CFOP 60-10, Chapter 4. This attestation shall be maintained in the employee's personnel file.
- v. The Provider's Single-Point-of-Contact will ensure that conspicuous Notices which provide information about the availability of appropriate auxiliary aids and services at no-cost to the deaf or hard-of-hearing customers or companions are posted near where people enter or are admitted within the agent locations. Such Notices must be posted immediately by providers and subcontractors. The approved Notice can be downloaded through the Internet at: <http://www.dcf.state.fl.us/admin/ig/civilrights.shtml>
- vi. The Provider and its subcontractors shall document the customer's or companion's preferred method of communication and any requested auxiliary aids/services provided in the customer's record. Documentation, with supporting justification, must also be made if any request was not honored. The Provider shall submit compliance reports monthly, by the 5<sup>th</sup> business day following the reporting month, to the Single-Point-of-Contact. The Provider shall distribute Customer Feedback forms to customers or companions, and provide assistance in completing the forms as requested by the customer or companion.
- vii. If customers or companions are referred to other agencies, the Provider must ensure that the receiving agency is notified of the customer's or companion's preferred method of communication and any auxiliary aids/service needs.

The Department requires each contract/subcontract provider agency's direct service employees to complete Effective Communication Online (as requested of all Department employees) and sign the Attestation of Understanding. Direct service employees will also print their certificate of completion, attach it to their Attestation of Understanding, and maintain them in their personnel file.

By signing this contract, the parties agree that they have read and agree to the entire contract, as described in Section 4.

IN WITNESS THEREOF, the parties hereto have caused this 43 page contract to be executed by their undersigned officials as duly authorized.

PROVIDER: Orange County Board of County Commissioners

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

Signature: \_\_\_\_\_  
Print/Type  
Name: Teresa Jacobs  
Title: Orange County Mayor  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print/Type  
Name: William S. D' Aiuto  
Title: Interim Regional Managing Director  
Date: \_\_\_\_\_

STATE AGENCY 29 DIGIT FLAIR CODE: \_\_\_\_\_  
Federal Tax ID # (or SSN): F5960000773 Provider Fiscal Year Ending Date: 06/30.



## **ATTACHMENT I**

### **Great Oaks Village and Youth Shelter**

#### **A. Services to be Provided**

##### **1. Definitions of Terms**

###### **a. Contract Terms**

Refer to the Glossary in CFOP 75-2, Contract Management System for Contractual Services, which is incorporated by reference herein.

###### **b. Program or Service Specific Terms**

- (1) Comprehensive Behavioral Assessment – An in-depth, detailed assessment of the child's emotional, social, behavioral, and developmental functioning within the home, school, and community, including direct observation of the child in those settings.
- (2) Case Plan – A document as described in Section 39.601, F.S., prepared by the Department or the contracted community- based care agency, with input from all parties and approved by the court. The case plan specifies all permanency goals while ensuring the child's safety and well-being and follows the child from the provision of services through any dependency, foster care, and termination of parental rights proceeding, or related activity or process.
- (3) Challenging Behavior – Inappropriate behavior displayed by a child that affects the child's well-being, safety and permanency plans or that places the child at risk of disruption of his/her out-of-home care placement. Sometimes these behaviors place the child not only at risk of placement disruption, but interferes with his/her ability to function across various social settings and possibly places him/her at risk of law violations or institutionalization. These behaviors include, but are not limited to runaway, self-injurious behavior, use or possession of weapons and various behaviors intended to harm persons, animals or property.
- (4) Child Resource Folder (Blue Book) - A standardized folder for each child which contains the basic legal, demographic and known medical information pertaining to a specific child, as well as the medical passport and any documents necessary for the child to receive medical treatment. This folder follows the child to each placement and remains in the care of the Provider. It accompanies the child to every health care visit, so that the medical information may be shared with the healthcare Provider or updated as appropriate.
- (5) Community Based Care Agency – A not-for-profit Provider with whom the Department contracts for the provision of foster care and related services. The Community Based Care Lead Agency may subcontract with case management organizations for day-to-day case management services for children.
- (6) Designee – A person, contractual provider or other agency or entity named by the Department.



- (7) Emergency Shelter – A facility or agency licensed by the Department that provides a place for the care of a child who is alleged to be dependent, pending court disposition before or after adjudication.
- (8) Employment Screening – Assessing the background of all personnel using the standards for employment screening in accordance with Chapter 435, F.S. and Chapter 65C-14, F.A.C.
- (9) Facility – The building(s) and physical location of a licensed residential child caring agency where children receive care and supervision.
- (10) Family Case Manager – Term referring to a professional position responsible for case management for children in placement. The term includes staff from the Department of Children and Families as well as staff from a community-based care case management organization serving as a designee.
- (11) Guardian ad-Litem - An attorney or responsible adult who is appointed by the court to represent the best interested of a child in a proceeding as provided for by law, who is a party to any judicial proceeding as a representative of the child and who serves until discharged by the court.
- (12) Lead Agency – The not for profit or governmental community based care provider responsible for the provision of support and services for eligible children and families through the coordination, integration and management of a local system of supports and services for eligible children and their families.
- (13) Legal Custodian - The person or entity in whom the legal right of custody is vested. In accordance with Chapter 39, F.S., when the phrase parent or legal custodian is used, it refers to the rights or responsibilities of the parent. Only if there is no living parent with intact parental rights, does it refer to the rights or responsibilities of the legal custodian who has assumed the role of the parent.
- (14) Legal Guardian - A judicially created relationship between the child and caregiver that is intended to be permanent and self-sustaining and is provided for, pursuant to the procedures of Chapter 744, F.S.
- (15) Licensed Residential Child Caring Agency - Any person, corporation, or agency, public or private, other than the child's parent or legal guardian, that provides staffed twenty four hour care for children in facilities maintained for that purpose, regardless of whether operated for profit or whether a fee is charged and the facility is licensed under Chapter 65C-14, F.A.C.
- (16) Maintenance - The food, shelter, clothing, daily supervision, a child's personal incidentals, and liability insurance with respect to a child. In the case of licensed residential child caring facility care, such term shall include the reasonable costs of administration and operation of such facility as is necessarily required to provide the items described in the preceding sentence.
- (17) Missing Child – A person who is under the age of 18 years whose location has not been determined, and who has been or will be reported as missing to a law enforcement agency.
- (18) Nighttime Hours - A residential child caring agency's requirement for personnel to provide twenty four hour awake supervision and are the period of time from 10:00pm to 6:00am daily.



- (19) Outcomes – Quantitative indicators used by the Department to objectively measure a Provider's performance toward a stated goal.
- (20) Outputs – Process measures of the quantity (ies) of services delivered, clients served, or similar units completed.
- (21) Performance Measures – Quantitative indicators, outcomes, and outputs used by the Department to objectively measure a Provider's performance.
- (22) Permanency Planning – Goal-directed, time-limited practice of providing services for dependent children who are removed from their home and placed in a child caring facility. Permanency planning services are based on the child's court approved case plan.
- (23) Personnel - All owners, operators, employees and volunteers working in a residential child caring agency who may be employed by or do volunteer work for a person, corporation, or agency that holds a license as a residential child caring agency. The term does not include those who do not work on the premises where the residential child caring service is furnished and either have no direct contact with a child or have no contact with a child outside of the presence of the child's parent, custodian or guardian.
- (24) Protective Investigator - An employee who completes investigations of child abuse, abandonment and neglect that are referred by the Florida Abuse Hotline and FSFN.
- (25) Runaway - In accordance with CFOP 175-85 and 65C-30 F.A.C., Prevention, Reporting and Services to Missing Children, a runaway means a child who has left a relative placement, non-relative placement, shelter home, foster home, residential group home or any other placement alternative without permission of the caregiver and who is determined to be missing.
- (26) Service Plan - In accordance with Rule 65C-14.045 F.A.C., is a goal-oriented, time-limited, individualized program of action for a child receiving residential group care program services. The service plan is developed by the Provider, in cooperation with the Department or the contracted community-based care agency, and the child's family.
- (27) Twenty Four Hour Awake Supervision - The requirement that personnel are awake and are responsible for monitoring and supervising children during the entire twenty four hour calendar day (including nighttime hours), regardless of whether the children are awake or asleep.

## **2. General Description**

### **a. General Statement**

The Provider shall provide residential group care and emergency shelter program services pursuant to Section 409.1671(1), F.S.

The Provider shall ensure the safety and well-being of dependent children while providing twenty four hour a day room, board, care and supervision that addresses each child's individual physical, social, emotional and educational needs.



**b. Authority**

Authority to contract for emergency and residential group care program services is found in Section 409.1671(1), F.S.

**c. Scope of Service**

The Provider shall deliver an array of residential group care and emergency shelter services to eligible children in Circuit 9. Pursuant to Section 409.1671, F.S., these services include, but are not limited to independent living, emergency shelter and residential group care.

The Provider shall perform tasks in accordance with Rules 65C-30,, 65C-15, 65C-28 F.A.C. and 409.1451, 39, 408, F.S.

**d. Major Program Goals**

The major goals of residential and emergency shelter group care program services are to:

- (1) Provide room, board, care and supervision while ensuring that each child's safety and well being is protected.
- (2) Ensure that service planning is based on the child's Comprehensive Behavioral Health Assessment, individualized, integrated and consistent with each child's case plan and permanency plan goals, and:
- (3) Ensure that service planning is conducted to achieve a permanent placement for each child within a specified timeframe.

**3. Clients to be Served**

**a. General Description**

- (1) The Provider shall serve dependent children who are referenced by the Department and/or community based care agency, that meet the Provider's written admission criteria.
- (2) The Provider's licensed capacity shall not exceed 72 children.

**b. Client Eligibility**

- (1) The Department or the community-based care agency shall determine eligibility for all children in need of residential and emergency shelter group care program services served under this contract based upon the Provider's admission criteria. Any referrals for services that do not meet the Provider's approved admission criteria shall not be counted against the Provider as a denial.
- (2) The Provider shall be available to admit children for care on Monday through Friday, from 8:00am to 9:00pm, or on other days and at other times on an as needed basis if the Family Case Manager or child's parent schedules do not permit meeting at the above service times. The Provider shall be available to admit clients in the emergency shelter care 24 hours a day seven days a week, including holidays. All requests for placement shall have an approval or denial to the Lead Agency within no more than 24 hours after the request is made. All denials shall be tied to the specific admission criteria established below. A



Monthly Denial Log, Exhibit G, listing all denials for the month, will be submitted with the monthly invoice.

(3) Emergency Shelter and Residential Group Care Admission Criteria

- Children/Youth who have not been identified as juvenile sexual offenders or aggressors. Sexually reactive children may be accepted on a case-by-case basis after review of the child's sexual safety plan and the clinical consultation with a professional who is trained in childhood sexual abuse.
- Children/Youth who have sexual safety plans that the facility can accommodate.
- Children/Youth who are not currently actively suicidal or homicidal.
- Children/Youth who do not have complex medical needs/conditions, developmental delays, or mental health diagnosis requiring specialized care/treatment that is outside of facilities scope of services.
- Children/Youth who do not have recent histories/ arrests within past 3 months for severe physical aggression/violence or other violations that may put other youth, staff or community at risk.
- Children/Youth who have not been referred by a licensed professional to a higher level of care.
- Children/Youth who have not been referred by a licensed professional to in-patient services for substance abuse.
- Children/Youth who are eligible to be enrolled in Orange County Public or Alternative Schools.
- Children/Youth who do not have histories of fire setting/arson. Children with histories of fire setting/arson may be accepted on a case by case basis after review of history by the Provider's Licensed Clinician.
- Children/Youth who do not have histories of animal cruelty. Children/Youth with histories of animal cruelty may be accepted on a case by case basis after review of history by Provider's Licensed Clinician.

c. **Client Determination**

Emergency Shelter and Dependent Children in Circuit 9, ages 6-18, who are referred by the Department or community based care agency, who meet the admission criteria.

d. **Contract Limits**

No child who meets the Provider's approved admission criteria shall be denied admission if there is an age and sex appropriate vacancy.



**B. Manner of Service Provision**

**1. Service Task List**

**a. Task List**

- (1) In addition to the requirements outlined in Section A.2.c., Scope of Services, the Provider is required to:
- (2) Provide services consistent and in accordance with Florida Administrative Code, Florida Statutes, Department of Children and Families Licensing standards, and/or any successor law or rule, as amended from time to time.
- (3) Pass an annual inspection in accordance with Rule 65C-14.011, F.A.C., and Section 409.176(2)(a), F.S.
- (4) In accordance with Rule 65C-14.015, F.A.C. maintain a Medication Administration Log for the administration of all medication including the following: name of child for whom prescribed, doctor's name, and reason for medication, quantity of medication in container and on the prescription, method of administration that is prescribed (orally, topically or injected), dosage of medication administered, time of day of administration, signature of personnel member who administered the medication.
- (5) Maintain and implement current written incident Notification Procedure in accordance with Rule 65C-14.016, F.A.C.
- (6) Comply with the Department's Prevention, Reporting and Services to Missing Children as established in 65C-30.019 F.A.C. and in CFOP 175-85 as well as compliance with the Department's Incident Reporting and Client Risk prevention standards as established in CFOP 215-6. Reportable incidents shall be reported to the Department, Lead Agency and CMO within 24 hours of occurrence.
- (7) Schedule, transport and supervise weekly visitation on campus of children with their families, or others who are significant in the child's life, in accordance with the child's case plan and or court order. Transportation to visitation with families or others who are significant in the child's life in accordance with the child's case plan and court order will be determined on a case by case basis based on the availability of transporters (this is for GOV and Youth Shelter clients).
- (8) Maintain, vehicles in safe operating condition in accordance with Rule 65C-14.012, F.A.C. Maintain and implement a written Insurance and Safety Requirements Standards Policy, for all vehicles and drivers used for transportation of children. The policy must comply with the provision, transport and supervise weekly visitation on campus of children with their families, or others who are significant in the child's life, in accordance with the child's case plan and or court order. Transportation to visitation with families or others who are significant in the child's life in accordance with the child's case plan and court order will be determined on a case by case basis based on the availability of transporters (this is for GOV and Youth Shelter s below:
  - (a) The Provider is self insured per section 728.68, Florida Statutes. Any decision by the Provider to purchase commercial insurance or self-insure above the sovereign immunity limits does not constitute a waiver or the provisions of section 728.68, Florida Statutes.



- (b) Transportation operation must comply with state motor vehicle laws, requirements and standards including the following restrictions:
  - 1) The number of people in a vehicle used to transport children shall not exceed the number of available seats and appropriate restraining devices. All persons in a vehicle shall use restraining devices while in transit, in accordance with Section 316.613, F.S., and,
  - 2) All vehicles used to transport six or more children shall be equipped with first aid kits
  - 3) Drivers who are responsible for the transportation of children shall:
    - a) Possess a valid operator license in accordance with Chapter 322 F.S., obey all State of Florida traffic laws;
    - b) Comply with all applicable state regulations regarding alcohol and drug testing for safety sensitive job positions;
    - c) Report to the Provider and contract manager within twenty-four hours all traffic violations that they are alleged to have committed.
- (9) Maintain a Child Allowance/fund Log for all monies distributed to children admitted to the facility as required by 65C-17.002, F.A.C.
- (10) In accordance with Rule 65C-14.042, F.A.C., prior to or on the day of admission, complete an orientation with each child that includes but is not limited to:
  - (a) Providing each child, his/her parent, guardian and the department/community based care agency with a hard or electronic copy of the facility's written policies and procedures, upon request, governing the care of the children. A copy of the facility's grievance policy and procedures, and communication and visitation with parents, caregivers, relatives, friends and discipline policies;
  - (b) Informing the child that his/her safety and well-being is a major concern;
  - (c) Informing child of his/her rights and responsibilities. If the child is age 13 or older, use the literature recommended by the Statewide Teen Advisory Board;
  - (d) Giving the child the Florida Abuse Hotline number in writing to call if he/she has concerns about his/her safety;
  - (e) Providing a tour of the facility's physical plant including the child's personal living quarters;
  - (f) Introducing the child to personnel and other residents;
  - (g) Reviewing the program's goals and objectives
    - i. Complete a needs assessment on each youth. The needs assessment shall include a review of all existing documentation about the youth and his or her family, including but not limited to the Comprehensive Behavioral Health Assessment, as well as interviews with all parties involved.



- ii. Develop an individual service plan on each youth within 30 days of placement. The service plan is developed based on the identified needs from the assessment. The service plan has measurable objectives with target dates, the amount, frequency and duration for each service. The service plan should be reviewed every 6 months or when a new need is identified.
- (11) Complete a written Personal Item Inventory for each child as follows:
- (a) An initial inventory at admission, annually and at discharge. A record of the inventories will be kept in the clients' case record and submitted to the Family Case Manager upon request and;
  - (b) A running inventory list must show all personal items, including clothing, that the child brought to the facility and all personal items, including clothing that the child acquired during care and discarded during care.
- (12) The Provider shall deliver independent Living tasks for children (13 or older according to 65C-28 and 65C-30 F.A.C. as follows:
- (a) Complete an Independent Living Assessment on each youth 13 years and older within 30 days of placement (Daniel Memorial or Ansel Casey), if an existing Independent Living Assessment is unavailable. Independent Living Assessments shall be completed on each child within 30 days of their 13th, 15th and 17<sup>th</sup> birthdays.
  - (b) Ensure that Independent Living needs as identified from the assessment are addressed on the youth's independent living training plan.
  - (c) Provide at a minimum at least monthly trainings and activities to address the needs of the ILP assessments and ILP training plan. The service plan shall include needs identified by the Independent Living Assessment as well as goals from the Normalcy Plan if necessary or appropriate.
  - (d) Ensure that each eligible child has the opportunity to attend and participate in Independent Living activities, service learning projects, skills training, youth advisory board meetings and conferences by encouraging, supporting, transporting, and integrating independent living goals into each eligible child's service plan;
  - (e) Work with each child's case manager to plan and assist with meeting each child's educational and vocational goals, as stated in the child's case plan;
  - (f) Assist each eligible child with job skill training, job interviews, employment seeking opportunities, and assist with transportation to and from work or may provide transportation within a certain mile radius and start and end time; and
  - (g) Employ behavior management strategies that are designed to teach desired behaviors, problem solving and decision making skills, independent living skills, social skills and accountability and responsibility.



- (13) The Provider shall comply with Florida Administrative Code, 65C-30.007 (10), Normalcy for Adolescents and Teenagers in the Custody of the Department. The Provider shall work with the case manager to ensure the youth, depending on his/her age and maturity level, will be allowed and encouraged to engage in the following age appropriate activities that include but are not limited to dating, working, babysitting, shopping, planned activities with friends, including overnight sleepovers. Normalcy Plans will be developed to ensure the following:
  - (a) Each case record contains a copy of the youth's Normalcy Plan that is signed by youth, youth's case manager and the Provider's staff.
  - (b) Program staff is involved in the development of the Normalcy Plan as well as the updates every 90 days.
  - (c) Program staff will assist with the implementation of the agreed upon Normalcy Plan with the Youth per 65C-30.007(10), F.A.C.
- (14) A child who displays challenging behavior may not be released from the facility prior to a multi-disciplinary team meeting (placement stabilization staffing) and the Department or Lead Agency concurrence with the release:
  - (a) The Provider coordinates a Placement Stabilization Staffing with the Family Case Manager and Lead Agency Case Intake and Placement Unit (I&PU) to occur within seven (7) days of written notification to the Family Case Manager of the challenging behaviors. In cases where the services agreed upon at the staffing and upon 30 days of implementation of the services do not improve the behaviors or they continue or deteriorate, the Department or community-based care agency will have up to seven (7) days to find an alternative placement from the date of notification to the I&PU Family Case Manager of the failure of the services to correct the situation. Requests for abatement of the 30 day timeframe can be made by the Provider and approved on a case by case basis by Lead Agency I&PU staff when a child poses a danger to himself or others if left in the placement. For those instances where a child does pose a danger to himself or others and upon receipt of the Provider's request the CMO/Lead agency I&PU will have up to three (3) working days to find the child an alternate placement.
  - (b) A child may be temporarily admitted to a crisis stabilization unit under provisions of the Baker Act, Chapter 394, F.S., or if police intervention is required to control the child's behavior and the child meets detention criteria.
- (15) Participate in the development of each child's case plan.
- (16) Individual Service Plan (ISP) addresses each child's education and vocational goals. Progress towards these goals are monitored and documented by maintaining ongoing communication with the youth's educational institution. If a youth has an Individual Education Plan (IEP), conferences will be attended by Provider staff.



- (17) Monitor and assess youth's progress towards his/her ISP at least quarterly in an internal Case Review Staffing; to be documented in the client's case file, along with documentation that the Family Case Manager has been invited to the meeting. At least quarterly, the case review staffings may include but not be limited to the following: program staff, CMO, GAL, JPO's youth, and any other party involved in the child's case.
- (18) Implement, maintain, and submit a written Emergency Preparedness Plan to the Contract Manager. This plan shall be submitted to the Contract Manager on a yearly basis, commencing one year from the date of acceptance of the initial plan.
- (19) Provide a 16 computer lab with internet access for all residents. The lab will be supervised by GOV staff.
- (20) Develop and Coordinate a comprehensive six to eight week summer program for GOV residents that include Educational, Recreational, Healthy Living and Independent Living Components.
- (21) Provide onsite counseling services by Master Level Clinicians. Counseling services to be provided by Provider staff or through interagency agreement with outside mental health agency that has been approved by the Department. Services to include individual and group counseling to address mild to moderate mental health needs, including but not limited to: adjustment counseling, school problems, behavioral problems, grief and loss, substance abuse, attachment disorder, Individual interventions to assist with placement stabilization, crisis intervention including suicide risk assessments, de-escalation and tension reduction, and assisting program staff to develop meaningful interventions consistent with contractual and program procedural guidelines while reinforcing Trauma Informed Care.
- (22) Provide afterschool tutoring to all residents by a certified teacher. Residents will receive tutoring a minimum of 45 minutes 2X Weekly (during the calendar school year). Elementary students tutoring may include working with a reading buddy to enhance reading skills.
- (23) Provide a structured study hall 1 hour per day Monday – Thursday (during the calendar school year). Residents and cottage staff will report to The Learning Center for study hall to reduce outside influences disrupting the study hall. Staff and resources will be available to assist residents with skill enhancement, homework assignments and projects.
- (24) Provide Trauma Informed Care: Increased ability to serve clients with more difficult to manage behaviors/mental health issues by providing residents Trauma Informed Care (TIC). TIC is responsive to the needs and strengths of individuals who have experienced trauma at the service and administrative level in an effort to promote healing. (National Center for Trauma Informed Care, 2007).
- (25) Provide individualized interventions for each resident based on a Trauma Informed Care perspective. This process is designed to involve each resident in the identification of stressful situations and the maladaptive reactions that they



may create, and formulate more positive alternatives to these reactions. The process begins at the intake of each new resident and continues throughout placement with regular review and amendments to the plan as necessary. Great Oaks Village staff members will work with the residents in their cottages to identify their individual stressors and develop a method of intervening that is most beneficial and specific to meeting their individual needs.

- (26) Provide visual reminders and positive reinforcement throughout the facility to remind staff members and residents of the commitment to the Trauma Informed Philosophy of care.
- (27) Provide sensory areas and materials to each cottage and the Youth Shelter to provide the residents a space for self-calming and relaxation.
- (28) Students placed at the youth shelter will be provided clinical/therapeutic services by a clinician who is certified as a Trauma Informed Care specialist. The clinical services will be overseen by a Licensed Clinical Social Worker.
- (29) Students placed at the youth shelter will receive after care follow up to released residents at 30, 90 and 180 days to ensure the aftercare referrals are appropriate and to offer additional referrals if needed.
- (30) Provide onsite drug testing and transportation to the Addictions Receiving Facility if needed. Testing will require consent from guardian and test results will be made available.

**b. Task Limits**

- (1) Services shall be provided for each child until the court determines that the child is to be returned to the parent or an alternate placement is identified.
- (2) The Provider will notify the Department or community-based care Lead Agency and CMO's Family Case Manager in writing, within 3 working days, using the form **Request for Removal, Exhibit A**, of any child who displays the following behaviors, notwithstanding, if the child has been Baker Acted, and will not be accepted back into the program, or if police intervention is required and the child meets detention criteria The Department or community –based care Lead Agency and CMO's Family Case Manager will remove the youth within 72 hours of receiving the Request for Removal Exhibit A:
  - (a) Arrested for a violent crime;
  - (b) Arrested for possession or the sale of drugs;
  - (c) Being in possession of a weapon
  - (d) Attempted suicide
  - (e) Demonstrated serious aggression to another resident or staff;
  - (f) Sexually perpetrated on another resident.



## 2. Staffing Requirements

### a. Staffing Levels

In accordance with Rule 65C-14.024, F.A.C., the Provider shall maintain personnel coverage and personnel to child ratios to ensure the safety and well-being of each child, twenty four hours per day, seven days per week, including holidays.

### b. Professional Qualifications

- (1) Employment Screening. In accordance with Rule 65C-14.023, F.A.C., Section 409.175, F.S., and Chapter 435, F.S., all Provider personnel shall meet Level 2 Employment Screening requirements. The Provider is responsible to ensure these screenings and requirements are completed, reviewed and include good moral character documentation, employment screening, employment history checks, criminal record checks, and juvenile record checks. Fees for such checks shall be the responsibility of the Provider.
- (2) In accordance with Rules 65C-14.023, 65C-14.024, and 65C-14.055, F.A.C., the Provider must employ personnel to perform administrative, supervisory, service, and care functions.

### c. Training Requirements

- (1) In accordance with Section 409.175, F.S., and 65C-14.056, F.A.C., the Provider shall ensure that all personnel and volunteers are trained and provided with updated training. All training shall be documented.
- (2) Personnel working directly with children shall receive at least forty (40) hours of training during each full year of employment. Training related to supervision of personnel's routine tasks shall not be considered training for the purposes of this requirement.
- (3) In accordance with 65C-14.017 and 65C-14.056 F.A.C., train personnel on the current written Child Abuse and Neglect Mandatory Reporting procedures in accordance with Section 39.201, F.S.
- (4) All GOV staff will be trained in Trauma Informed Care.
- (5) GOV employees will be required to attend (2) TIC refresher training annually, completing 6 TIC domains over 3 years. The required training enhances the care and services provided to GOV residents.

### d. Staffing Changes

In accordance with Rule 65C-14.026(7), F.A.C., the Provider shall notify the contract manager in writing within thirty (30) calendar days of when the executive director's position or its equivalent is vacated and shall provide the name of the Provider's interim executive director.

### e. Subcontractors

This contract allows the provider to subcontract for the provision of the following services under this contract: *residential group care services*. All subcontracting is subject to the provisions of Section 7. of the Standard Contract. The



subcontractor at any tier level must comply with the E-Verify clause as subject to the same requirements as the prime contractor. The provider may not subcontract services not listed.

**3. Service Location and Equipment**

**a. Service Delivery Location(s)**

Great Oaks Village (GOV)	Youth Shelter
1718 East Michigan Street	1800 East Michigan Street
Orlando, Florida 32806	Orlando, Florida 32806

**b. Service Times**

- (1) Direct care and supervision of the children shall be provided twenty four hours per day, seven days per week, including holidays.
- (2) The Provider shall be available to admit children for care Monday through Friday, from 8:00am to 5:00pm, or on other days and at other times on an as needed basis, if the Family Case Manager or child's parent schedules do not permit meeting at the above service times.
- (3) Administrative offices shall be open Monday through Friday, from 8:00am to 5:00pm., with the exception of County approved closings.
- (4) In the event of an emergency, critical incident, natural or man-made disaster, the Executive Director or designee shall be on-call and available to respond on-site at the facility twenty four hours per day, seven days per week.

**c. Changes in Location**

The Provider shall contact the Department for approval at least ninety (90) calendar days prior to changing the location of its facility. The Provider's new facility must be inspected, approved, and licensed in accordance with Rule 65C-14, F.A.C., before it may be used to provide residential group care program services.

**d. Equipment**

The children's personal rooms and the facility shall contain interior accommodations, furnishings and equipment as established in Rule 65C-14, F.A.C.

**4. Deliverables**

**a. Services Units**

An occupied bed day is defined as one twenty four hour day (from midnight to midnight) of room, board, care, supervision and child-related services. The following conditions apply in calculating the number of occupied bed days:

- (1) Admission Day (the day the child enters the program) – A partial occupied bed day of care and supervision that shall be charged as a whole bed day.
- (2) Release Day (the date the child leaves the program) – A partial occupied bed day of care and supervision that shall not be charged.



- (3) Absent Day – A bed day in which the child is not occupying a bed and is not at the facility for reasons such as hospitalization/detainments, runaway, or home visits. For children that the Provider will continue to serve upon return from their absence, the Department authorizes 3 days automatic bed hold for runaways and up to 21 days for the following situations: extended hospitalization, extended court ordered visit, detainment in the Detention Center, or court ordered admission into a substance abuse facility. The Department shall not be charged for the additional absent days unless the Provider obtains written approval from the Department or contracted community-based care agency, **using form Exhibit F, Authorization to Hold a Bed**, within twenty four hours after the applicable third or twenty first day of absence. The intent of payment for an absent day is that the Provider shall maintain the child's placement in the facility and accept the child back into the facility upon their return. A copy of such approval must be submitted with the monthly request for payment with a copy maintained in the Provider's child case file. (Absent day is not Title IV-E eligible)

**b. Records and Documentation**

- (1) The Provider shall maintain a case file for each child placed at the facility during the time the child's placement and for a minimum of six (6) years, after the child is released from the facility. Case files should include, but are not limited to, items listed in 65C-14.043, Florida Administrative Code.
- (2) The Provider shall maintain a copy of the service plan written in accordance with 65C-14.045 65C-14.046, F.A.C., signed and dated as completed within thirty (30) calendar days of placement and updated or revised every six months from the original date and integrated and consistent with the child's case plan;
- (3) The Provider shall submit a Monthly Progress Report for each child for whom the Provider is requesting payment that shall be sent to the child's Family Case Manager. The report shall include, but is not limited to, the child's name, Family Case Manager, date of report, time period covered by the report, progress during the month on his service plan goals and objectives, anticipated release date, and any critical incidents.
- (4) Child Allowance Log shall include the current balance, date, amounts of each allowance or fund distributed to the child and the child's signature for the receipt of the allowance for funds.
- (5) Personnel Files – All personnel shall have an individual personnel file that shall include but is not limited to the following information:
  - (a) Copy of degree, diploma or certified copy of transcripts used to determine minimum qualifications for the position.
  - (b) Copies of Level 2 Employment Screening documentation.
- (6) In accordance with Rule 65C-14.048(3), F.A.C., a Release and Aftercare Report shall be prepared. The report shall include, but is not limited to:
  - (a) Objective and measurable goals;
  - (b) Date report is prepared;
  - (c) Date report sent to the Family Case Manager;



- (d) Name of Family Case Manager to whom the report was sent;
- (e) Child's anticipated release date and reason for release, specific time period necessary for the achievement of permanency goals;
- (f) Identification of the living arrangement after release;
- (g) Specific steps and services that were being provided to prepare for that arrangement;
- (h) Placement goals consistent with the individualized service plan and court approved case plan;
- (i) An assessment of the child's goal achievement as identified in the services plan;
- (j) Statement of remaining needs;
- (k) Recommendation for services and referrals for the child following release;
- (l) Name, address, telephone number and relationship of person or agency to whom the child is being released;
- (m) Name and title of individual completing the report, and.
- (n) Copy of child's medical, dental, educational and other records for the use of the person or agency who will assume care for the child.

**c. Reports**

- (1) The list of reports to be completed by the Provider, including the time frame for their final due dates, frequency, and format are all specified in **Exhibit B, Contract Reports Tracking Table**. Delivery of reports shall not be construed to mean acceptance of those reports; acceptance of required reports shall constitute a separate act and must be approved by the contract manager as such. The Department reserves the right to reject reports as incomplete, inadequate or unacceptable according to the limits set forth in this contract. The Department, at its option, may allow additional time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable, declare this contract to be in default.
- (2) Major Significant Deviation from Progress Report is a written narrative addressing the discovery or occurrence of any major or significant deviation from the anticipated progress or problems associated with delivery of services (problems or delays) from the task list. The Provider will submit, to the contract manager, a written report within five (5) calendar days of the discovery or occurrence of any major or significant deviations from the anticipated progress or problems associated with delivery of services as agreed to by the Department and the Provider. The report will identify the deviations or problems, whether anticipated or actual, the effects of such on the successful completion of the contract and a proposed plan for resolution.
- (3) To comply with the requirements of Chapter 65C-14.026(3) F.A.C., the Provider shall prepare and submit to the contract manager written line item budgets and budget narrative in accordance with the format and contents provided by the



contract manager. The budgets and budget narrative shall include a total agency actual expense and revenue report. Exhibit C, Cost Analysis.

## 5. Performance Specifications

### a. Performance Measures

- (1) 100% of children placed in residential group care shall be provided a safe environment, free of incidents of abuse or neglect by the Provider's staff, volunteers, other children or visiting family members, as reported to and accepted by the Florida Abuse Hotline and found to have verified findings through a child protective investigation.
- (2) 90% of children will be satisfied with services provided while in placement.
- (3) 85% of children placed at the facility will have no episodes of running away during placement at the facility as defined in CFOP215-6.
- (4) A minimum of four (4) recreational and cultural enrichment activities that are appropriate for children based on age and developmental ability will occur and at least two (2) activities will occur away from the facility in a calendar year.
- (5) 100% of children who are placed in residential group care or emergency shelter will be enrolled in school within three school days of the date of admission unless the child(ren) cannot be enrolled due to mitigating circumstances.
- (6) 85% of the children served will demonstrate improved school attendance over the previous quarter and ongoing in school as evidenced by quarterly attendance reports.
- (7) A Child Health Check Up/EPSDT examination will be scheduled, if not previously accomplished, for 100% of the children placed at the facility in Shelter Care status. Reference Rule 65C-13.029 (6) (m).
- (8) A Child Health Check up/EPSDT examination will be completed, if not previously accomplished, for 90% of the children placed at the facility in Shelter Care status, Reference Rule 65C-13.029(6)(m).
- (9) The Provider will make every effort to ensure 90% of clients served will not receive a request for removal using Exhibit A.
- (10) 95% of residents will receive counseling services based on identified needs.
- (11) 85% of residents will attend scheduled tutoring weekly with no unexcused absences.
- (12) 85% of residents will attend scheduled study hall weekly with no unexcused absences.
- (13) 85% of resident's released from the Youth Shelter, Family Case Manager or new placement will receive an after care follow up at 30, 90 and 180 days.
- (14) 95% of eligible residents will receive on-site drug testing and substance abuse services or referral for additional services.



**b. Description of Performance Management Terms**

- (1) Client Data - The Provider shall work with the Department to ensure the reliability of client data collected through established reporting formats appropriate to the program. A special data inquiry will be completed by the Department to determine if the outcome is met.
- (2) Free of Incidents of Abuse and Neglect – For the outcome specified in paragraph B.5.a.(1), free of incidents of abuse and neglect shall mean the absence of reports of such incidents to the Florida Abuse Hotline, where they have findings, as determined by a child protective investigation.
- (3) Running Away – For the outcome specified in paragraph B.5.a.(3), running away shall mean a child with unreported or unknown whereabouts regardless of the child's age who has run away from the shelter home, foster home, residential group home or any other placement alternative without permission of the foster parents or staff and who is absent at least eight (8) hours. This is not to be confused with the Provider's responsibility to follow the procedures as specified in CFOP 175-85, Prevention, Reporting and Services to Missing Children and Section B.6.c. of this attachment.
- (4) School Attendance – For the outcome specified in paragraph B.5.a.(6), school attendance shall mean attending school without unexcused absences.
- (5) School Enrollment – For the outcome specified in paragraph B.5.a.(5) school enrollment shall mean completing all paperwork as required by the public school system for a child to begin attending classes.
- (6) Child Health Check Up/EPSDT – For the outcomes specified in paragraph B.5.a.(7), (8), a Child Health Check Up/EPSDT shall mean a medical examination that has been scheduled within seventy-two (72) hours of the child's placement in the facility.

**c. Performance Evaluation Methodology**

- (1) The rate of compliance for outcome B.5.A(1) is calculated as follows:  
Numerator – number of children in facility during the contract term who were not subjects of verified or some indicator findings of child abuse or neglect by Provider staff, volunteers, other children or visiting family members.

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Denominator – number of children who resided in the facility during the contract term.

- (2) The rate of compliance for outcome B.5.a.(2) is calculated as follows:  
To determine satisfaction with services, as stated in 65C-28.017 F.A.C. all children five years of age or older in placement at the facility for 30 days or more will complete an exit interview. The Lead Agency will administer the interview to each child (at departure) and send the completed exit interview to the contract manager for evaluation.

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Numerator – number of children who meet criteria for completion of exit interviews who report satisfaction with the services provided.

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Denominator – number of children who completed exit interviews.



- (3) The rate of compliance for outcome B.5.a.(3) is calculated as follows:
- Numerator – Number of children placed at the facility with no episodes of running away during the contract term.
- 
- Denominator – Number of children placed at the facility during the contract term.
- (4) For outcome B.5.a.(4), the Provider will document the activities that occur in the community and the children who participated. The activities the children participate in will be documented in each child's case record along with the date the activity occurred.
- (5) The rate of compliance for outcome B.5.a.(5) is calculated as follows:
- Numerator – number of school aged children placed under the contract and enrolled in school within three school days of admission.
- 
- Denominator – total number of school aged children placed in the facility under this contract.
- (6) The rate of compliance for outcome B.5.a.(6) is calculated as follows:
- Numerator – number of school days each child attended plus excused absences.
- 
- Denominator – number of school days available for all children in the Orange County school district during the time the child is placed at the facility under this contract.
- (7) The rate of compliance for outcome B.5.a.(7) is calculated as follows:
- Numerator – number of children placed in the facility who had a Child Health Check Up/EPSDT scheduled within seventy-two hours of placement during the contract term.
- 
- Denominator – number of children in shelter care status placed in the facility during the contract term.
- (8) The rate of compliance for outcome B.5.a.(8) is calculated as follows:
- Numerator – number of children in shelter care status placed in the facility who had a Child Health Check Up/EPSDT completed within seventy-two hours of placement during the contract term.
- 
- Denominator – number of children placed in the facility during the contract term.

Compliance with this measure will be recorded by the child on a log and submitted to the contract manager each month with the invoice. See **Exhibit E, Statistical Report.**

**Performance Measure Standards Statement:**

By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and



will be bound by the conditions set forth in this contract. If the Provider fails to meet these standards, the department, at its exclusive option, may allow a reasonable period, not to exceed 6 months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the department's satisfaction, the department must terminate the contract. The department has the sole authority to determine whether there are extenuations or mitigating circumstances.

## **6. Provider Responsibilities**

### **a. Provider Unique Activities**

- (1) The Provider acknowledges that long-term licensed custody as defined by Section 39.623, F.S., is not equivalent to placement in residential group care and is not a permanency goal for children placed in residential group care.
- (2) In accordance with Rule 65C-14.018(2), F.A.C., the Provider shall ensure that any public appearances by the children, involving publicity or for fund raising purposes, are voluntary and the written consent of the child's parents, legal custodian, or legal guardian is on file.
- (3) In accordance with 45 CFR parts 160, 162 and 164, the Provider shall comply with provisions [45CFR 164.504 (e) (2) (ii)] Health Insurance Portability and Accountability Act, as it applies.

### **b. Coordination with Other Provider/Entities**

- (1) The Provider shall ensure that services and requests for payment are coordinated and not duplicated with other payers, such as the local school districts and Medicaid.
- (2) The Provider shall comply with the order of a court of competent jurisdiction (usually the Circuit Court), Juvenile Division, in the admission and release of children.
- (3) The Provider agrees to cooperate with other agencies or service providers that are needed in order to achieve the child's case plan goals.
- (4) The Provider agrees to attend, as required, court hearings related to the children served.

### **c. Reporting of Missing Children**

The Provider agrees to comply with 65C-30.019, F.A.C., and CFOP 175-84, Missing Children.

## **7. Department Responsibilities**

### **a. Department Obligations**

- (1) The Department or community-based care agency shall furnish the Provider with information that significantly impacts on the child's service planning. Such information may include, but is not limited to: the case plan, the child resource



record, a copy of the most current court order, available medical, legal, psychological or psychiatric evaluations and treatment plans, and CBHA's educational histories.

- (2) The Department or community-based care Lead Agency shall be responsible for informing the Provider in writing of Department or community-based care agency contacts and telephone numbers for emergencies.
- (3) The Department or community-based care Lead Agency shall require the case management organization to participate in the development and updating of each child's Normalcy Plan and attend in person or via phone when quarterly staffings are held.

**b. Department Determinations**

The Department or community-based care Lead Agency is authorized to make scheduled and unscheduled or unannounced visits to the residential group facility to investigate and evaluate the facility's compliance with license and contract requirements and on-site inspections of the condition of the facility.

**c. Monitoring Requirements**

The Provider will be monitored in accordance with existing Departmental procedures (CFOP 75-8).

**C. Method of Payment**

1. This is a fixed is a fixed price (unit cost) contract. The Department shall pay the Provider for delivery of service units provided in accordance with the terms of this contract for a total dollar amount not to exceed \$ 2,686,978.00, for Great Oaks Village and Youth Shelter.

Services	Service Units	Unit Price Per Bed Day	Maximum Number of Units
<i>Maintenance – Room, Board, Care, Supervision for Child Related Expenses for Great Oaks Village and Youth Shelter</i>	<i>Occupied Bed Day</i>	<i>\$140.00</i>	<i>15,695</i>
<i>Subcontracted Residential Group Care Services effective July 1, 2012 through June 30, 2013.</i>	<i>Occupied Bed Day</i>	<i>\$89.00</i>	<i>5,502</i>

2. Included in the monthly rate for emergency shelters are funds for the child's allowance, incidentals and routine clothing purchases calculated at the following recommended minimum rates.

	Age 0-5 Yrs	Age 6-12 Yrs	Age 13 and older
<i>Allowance</i>	<i>N/A</i>	<i>\$15.00</i>	<i>\$25.00</i>
<i>Incidentals</i>	<i>\$8.00</i>	<i>\$9.00</i>	<i>\$11.00</i>
<i>Clothing</i>	<i>\$35.00</i>	<i>\$36.00</i>	<i>\$43.00</i>
<b>TOTAL</b>	<b>\$43.00</b>	<b>\$60.00</b>	<b>\$79.00</b>



**3. Invoice Requirement**

- a. The Provider shall request payment on a monthly basis through submission of a properly completed invoice **Exhibit D, Invoice for Services**, within 15 calendar days, following the end of the month for which payment is being requested; and
- b. Payment shall be authorized only for service units on the invoice, which are in accordance with the above list, and other terms and conditions of this contract. The service units for which payment is requested may not either by themselves, or cumulatively by totaling service units on previous invoices, exceed the total number of units authorized by this contract.

**4. Supporting Documentation Requirements**

- a. The Provider shall maintain records documenting the total number of recipients and names of recipients for whom services were provided and the date(s) that the services were provided so that an audit trail documenting service provision is maintained.
- b. For each child for whom the Provider is submitting a monthly request for payment, the supporting documentation that shall be submitted on a quarterly basis with the invoice, **Exhibit E, Statistical Report**;

**5. Medicaid Billing Clause**

The department and the Provider specifically agree and acknowledge that the Medicaid Program is the payer of last resort; and,

- a. In no event shall the Provider bill the Medicaid Program for services or expenses for Medicaid recipients for which the Provider has already been paid by another liable third party;
- b. Provider services covered under the Florida Medicaid Program for Medicaid recipients may be billed to the Medicaid Program by the Provider, unless the Provider is already being paid by any other liable third party;
- c. Authorized Provider services to non-Medicaid recipients, or for non-Medicaid services, may only be billed to the Department/community-based care agency or any other non-Medicaid first or third party payer;
- d. The Provider shall identify and report Medicaid earnings separate from all other fees;
- e. Medicaid earnings cannot be used as local match;
- f. The Provider shall ensure that Medicaid payments are accounted for in the compliance with Federal regulations; and,
- g. In no event shall both Medicaid and the Department or community-based care agency be billed for the same service.

**6. Title IV-E of the Social Security Act**

All allowable expenditures for payment of Title IV-E maintenance services shall meet the standards established in the following documents, which are hereby incorporated by reference: OMB Circular A-87, Cost Principles for State, Local and Indian Tribe Governments; OMB Circular A-122, Cost Principles for Non-Profit Organizations; Administration for Children and Families AYCF-CB-PA-97-01 Policy Announcement;



Chapter 65C-19, F.A.C. Certification of Public Funds as Title IV-E Match; 3 APM 2, Vouchering, Child Welfare Services; and 45 CFR 1356.60.

7. This contract is exempt from MyFloridaMarketplace Transaction Fee in accordance with 60A-1032(1)(e), F.A.C.

**D. Special Provisions**

1. In accordance with Section 402.181, F.S., the Provider may file claims with the Department of Legal Affairs at its office in accordance with administrative rules prescribed by the Department of Legal Affairs for the purpose of making restitution for property damages and direct medical expenses for injuries caused by foster children.
2. Federal or State Audit – Any federal or state audit resulting in a disallowance which was caused by the Provider's on-compliance with federal regulations or an incorrect claim shall be repaid to the Department by the Provider upon discovery.
3. Third Party Payments – The funding available in this contract is for services excluding all successfully billed third party payments including but not limited to Medicaid. Supporting documentation of aggregate third party collections shall be available at the Provider's location or at the subcontract's locations for inspection by the Department.
4. This contract is being renewed on a yearly basis because the funding is appropriated on an annual basis.
5. Energy Efficient Standards and Policies – The Provider shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act** (Public Law 94-163).
6. The Provider shall comply with Section 402.24, F.S., for recovery of third party claims for medical services.
7. The Provider shall comply with Section 402.17, F.S., for claims for care and maintenance; trust property.
8. The Provider has no standing to apply for or to retain Social Security, SSI or any other benefits for any foster child for which the Department has legal standing to receive benefits as representative payee or by order of the court. Any such benefits that may be received by the Provider shall be paid to the Department as the legally constituted representative payee on behalf of any such child.
9. Mandatory Reporting Requirements. The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this contract who has any knowledge of a reportable incident shall report such incident as follows: 1) reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the contract manager; and 2) other reportable incidents shall be reported to the department's Office of Inspector General by completing a Notification/ Investigation Request (form CF 1934) and emailing the request to the Office of Inspector General at [ig\\_complaints@dcf.state.fl.us](mailto:ig_complaints@dcf.state.fl.us). The Provider and subcontractor may also mail the completed form to the Office of Inspector General, 1317 Winewood Boulevard, Building 5, 2nd Floor, Tallahassee, Florida, 32399-0700; or via fax at (850) 488-1428. A reportable incident is defined in CFOP 180-4, which can be obtained from the contract manager.



10. This contract/item is exempt from the MyFloridaMarketPlace Transaction Fee in accordance with Rule 60A-1.032(1), Florida Administrative Code.

11. Employment Edibility Verification.

(a) **Definitions.** As used in this clause—

"Employee assigned to the contract" means all persons employed during the contract term by the provider to perform work pursuant to this contract within the United States and its territories, and all persons (including subcontractors) assigned by the provider to perform work pursuant to the contract with the department.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contractor a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime provider or another subcontractor.

(b) *Enrollment and verification requirements.*

(1) The provider shall—

(i) *Enroll.* Enroll as a provider in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility. All new employees assigned by the provider/subcontractor to perform work pursuant to the contract with the DCF shall be verified as employment eligible within 3 business days after the date of hire; and

(2) The provider shall comply, for the period of performance of this contract, with the requirement of the E-Verify program enrollment.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the provider's enrollment and deny access to the E-Verify system in accordance with the terms of the enrollment. In such case, the provider will be referred to a DHS or SSA suspension or debarment official.

(ii) During the period between termination of the enrollment and a decision by the suspension or debarment official whether to suspend or debar, the provider is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the provider, then the provider must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* The provider is not required by this clause to perform additional employment verification using E-Verify for any employee whose employment eligibility was previously verified by the provider through the E-Verify program.



- (e) *Individuals performing work prior to the E-verify requirement.* Employees assigned to and performing work pursuant to this contract prior to February 04, 2011 do not require employment eligibility verification through E-verify.
- (f) *Evidence.* Evidence of the use of the E-Verify system will be maintained in the employee's personnel file.
- (g) *Subcontracts.* The provider shall include the requirements of this clause, including this paragraph (g) (appropriately modified for identification of the parties), in each subcontract."

12. The Provider agrees to refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in s.219.473, F.S. Pursuant to section s.287.135(5), F.S., the Department may immediately terminate this contract for cause if the Provider is found to have submitted a false certification or if the Provider is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract.

#### **E. Exhibits**

- Exhibit A** Request for Removal
- Exhibit B** Contract Reports Tracking Table
- Exhibit C** Cost Analysis Report
- Exhibit D** Invoice for Services
- Exhibit E** Statistical Report
- Exhibit F** Authorization to Hold a Bed
- Exhibit G** Denial Log



**Exhibit A**

**Request for Removal**

Name of provider requesting removal \_\_\_\_\_

Date of Report \_\_\_\_\_

Name of Child \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Date of Admission \_\_\_\_\_

Family Case Manager \_\_\_\_\_

Unit \_\_\_\_\_ Telephone Number \_\_\_\_\_

I. Reason for removal (description of behavior child is exhibiting, dangers to other clients, staff, etc. Provider may attach copies of incident reports)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

II. Date child started exhibiting behavior \_\_\_\_\_

III. Requested date of child's removal \_\_\_\_\_

IV. Date report sent Family Services Counselor \_\_\_\_\_

V. Date report sent to Placement/Intake Supervisor \_\_\_\_\_

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Date



**Exhibit B**  
**Contract Reports Tracking Table**

Report Title	Reporting Frequency	Report Due Date	Number of Copies Due	DCF Office to receive report	Address
Line Item Budget and Budget Narrative	Annually	08/15/12	1	Contract Manager	400 W. Robinson Street, S1118, Orlando Florida 32801
Statistical Report	Quarterly, 30 days after the beginning of each Quarter	October 30 January 30 April 30 July 30	1	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Invoice	Monthly	Fifteen (15) calendar days following the end of the month	1 Electronic and hard copy	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Outcomes Measures Report	Quarterly, 30 days after the beginning of each Quarter	October 30 January 30 April 30 July 30	1	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801
Denial Log	Monthly	Submit with monthly invoices	1	Contract Manager	400 W. Robinson Street, S1118, Orlando, Florida 32801



## Exhibit C

### COST ANALYSIS FOR NON-COMPETITIVELY PROCURED AGREEMENTS IN EXCESS OF CATEGORY II

Line Item Budget Category	Amount	% Allocated to this Agreement	Allowable	Reasonable	Necessary
Salaries					
Fringe Benefits					
Equipment					
Utilities					
Travel					
Miscellaneous					
Indirect cost/overhead					
<b>TOTAL</b>					

#### **CERTIFICATION**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date







## Statistical Report

[illegible]



**EXHIBIT F**  
**Authorization to Hold Bed**

Date of Request: \_\_\_\_\_

Name of Facility: \_\_\_\_\_

Name of Child: \_\_\_\_\_

Date(s) of Child's Absences: \_\_\_\_\_

Reason for Absence: \_\_\_\_\_

Name of Counselor requesting bed hold: \_\_\_\_\_

\_\_\_\_\_  
Placement Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Program Director's Signature  
Or designee

\_\_\_\_\_  
Date

**Procedures:**

Authorizations to hold a bed will be approved by the department for:

Absences due to illness  
Court ordered absences

On all other cases the authorization to hold a bed will be reviewed and approved/disapproved on a case by case basis.

**For children placed by the department:**

Request for Authorization to hold a bed must be faxed to (407) 245-0575 (department's contract manager and Lead Agency placement unit ) for approval/disapproval. The department shall respond to the provider **within twenty-four hours.**

**For children placed by a contracted community based care agency, please contact the placement unit or the assigned point of contact.**



**Exhibit G**  
**Monthly Denial Log**

Month: \_\_\_\_\_

Facility: \_\_\_\_\_

Client Name	CMO	Date referred	Date Denied	Reason



## CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND  
COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature

Theresa Jacobs

---

Name of Authorized Individual

---

Date

GJ301

---

Application or Contract Number

---

Orange County Board of County Commissioners

---

Name of Organization

---

1718 East Michigan Street Orlando, Florida 32806

---

Address of Organization



## ATTACHMENT III

The administration of resources awarded by the Department of Children & Families to the provider may be subject to audits as described in this attachment.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised, the department may monitor or conduct oversight reviews to evaluate compliance with contract, management and programmatic requirements. Such monitoring or other oversight procedures may include, but not be limited to, on-site visits by department staff, limited scope audits as defined by OMB Circular A-133, as revised, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures deemed appropriate by the department. In the event the department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the department regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the department's inspector general, the state's Chief Financial Officer or the Auditor General.

### AUDITS

#### **PART I: FEDERAL REQUIREMENTS**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

In the event the recipient expends \$500,000 or more in Federal awards during its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in Federal awards during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the Federal awards expended during its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Children & Families, Federal government (direct), other state agencies, and other non-state entities. The determination of amounts of Federal awards expended should be in accordance with guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part. In connection with the above audit requirements, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.

Single Audit Information for Recipients of Recovery Act Funds:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 "Uniform Administrative Requirements for Grants and Agreements" and OMB Circular A-



102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

## PART II: STATE REQUIREMENTS

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

In the event the recipient expends \$500,000 or more in state financial assistance during its fiscal year, the recipient must have a State single or project-specific audit conducted in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. The recipient agrees to provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the recipient expends less than \$500,000 in State financial assistance during its fiscal year, the recipient agrees to provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. In determining the state financial assistance expended during its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in the preceding paragraph, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 or 10.650, Rules of the Auditor General.

The schedule of expenditures should disclose the expenditures by contract number for each contract with the department in effect during the audit period. The financial statements should disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the department shall be fully disclosed in the audit report package with reference to the specific contract number.



### PART III: REPORT SUBMISSION

Any reports, management letters, or other information required to be submitted to the department pursuant to this agreement shall be submitted within 180 days after the end of the provider's fiscal year or within 30 days of the recipient's receipt of the audit report, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

- A. Contract manager for this contract (1 copy)
- B. Department of Children & Families ( 1 electronic copy and management letter, if issued )

Office of the Inspector General  
Single Audit Unit  
Building 5, Room 237  
1317 Winewood Boulevard  
Tallahassee, FL 32399-0700

Email address: [single\\_audit@dcf.state.fl.us](mailto:single_audit@dcf.state.fl.us)

- C. Reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320(d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

and other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

- D. Copies of reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

Email address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

Providers, when submitting audit report packages to the department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, should include, when available, correspondence from the auditor indicating the date the audit report package was delivered to them. When such correspondence is not available, the date that the audit report package was delivered by the auditor to the provider must be indicated in correspondence submitted to the department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

### PART IV: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the department.





**HEALTH SERVICES**  
George A. Ralls, M.D., F.

Medical Director, Orange  
2002-A East Michigan Street • C

407-836-7611 • Fax: 407-836-7634 • <http://www.orangecountyfl.net>

I. CONSENT AGENDA  
HEALTH SERVICES  
DEPARTMENT  
1

May 29, 2012

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

FROM: George A. Ralls, M.D.  
Director, Health Services Department  
Medical Director, Orange County EMS System

A handwritten signature in black ink, appearing to read "G. Ralls".

SUBJECT: Physician Employment Agreement with Rachel Semmons, M.D.  
Consent Agenda – June 19, 2012

In order to fulfill the clinical activities of the EMS Office of the Medical Director, I am requesting approval to execute an employment contract with Rachel Semmons M.D. She is the preferred candidate to fill the vacant Health Services Physician Fellow position and in this role she will significantly contribute to the day-to-day oversight of the Orange County EMS System. The representative duties of the Health Services Physician Fellow are bulleted below:

- Develop educational programs for EMS providers within the EMS system to help meet recertification requirements.
- Develop educational programs for EMS providers and community partners on disaster health-related issues.
- Respond to scenes when requested by the Medical Director or another agency.
- Attends confidential case reviews and maintains confidential records as part of the quality improvement program.
- Interacts with physicians rotating within the Orange County EMS system for training.

Dr. Semmons is a graduate of the University of Florida. After medical school she completed a residency in Emergency Medicine at Orlando Regional Medical Center, serving as Chief resident in her senior year.

I believe Dr. Semmons is an exceptional candidate for the position and is well deserving of the annual salary of \$61,172.80. In addition, she will receive an initial payment equal to the amount necessary to provide for the first 60 days of family insurance coverage.

**Action Requested:** Approval of Orange County Health Services Department Physician Employment Agreement between Orange County and Rachel Semmons, M.D. for the position of Health Services Physician Fellow for the period of June 26, 2012 through June 30, 2013. **(Health Services Department)**

GAR:jms



**ORANGE COUNTY HEALTH SERVICES DEPARTMENT  
PHYSICIAN EMPLOYMENT AGREEMENT**

This Agreement (the "Agreement") is made and entered into by and between Orange County, a charter county and political subdivision of the State of Florida, hereinafter referred to as "County," and Rachel Semmons, M.D., hereinafter referred to as "Employee."

**Recitals**

**WHEREAS**, Employee has demonstrated, and agrees that he shall continue to demonstrate throughout the term of this Agreement, through his professional education, experience and job performance, the level of professional and administrative competency desired by Orange County Health Services Department ("OCHSD") for the position of Health Services Physician Fellow, Job Code 4102, Pay Grade 019 (Physician Fellow); and

**WHEREAS**, Employee further agrees to comply with all State of Florida licensure requirements and any other qualification criteria established by the County during the term of this Agreement; and

**WHEREAS**, OCHSD is desirous of employing the Employee as its Physician Fellow; and

**WHEREAS**, Employee has indicated his desire to accept the responsibilities required of a Physician Fellow and to render specific performance to OCHSD of those responsibilities as a Physician Fellow; and

**WHEREAS**, both County and Employee believe it would be mutually beneficial to have a contract of employment between County and Employee, setting forth the agreements and understandings between them.

**NOW, THEREFORE**, in consideration of the following mutual covenants and promises, and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Employee agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. **Employment.** County hereby employs Employee as a Physician Fellow. Employee hereby accepts such employment upon the terms and conditions set forth in this Agreement.
3. **Term.** The term of the Agreement shall begin June 24, 2012, and shall continue until June 30, 2013, unless terminated earlier in accordance with Section 7 of this Agreement.
4. **Duties.** Employee shall perform all duties imposed by the OCHSD for a Physician Fellow, including, but not limited to, those duties required of a



Physician Fellow by applicable laws, ordinances, regulations and policies, as well as other legally permissible and proper duties Employee is directed to perform by OCHSD or the County. Employee also shall comply with the County's policies and procedures, as well as any policy and procedure of Orange County Health Services Department.

5. **Compensation and Evaluation.** County shall compensate Employee on an annual salary basis, with a starting salary equal to \$29.41 per hour. Employee is exempt from the overtime provisions of the Fair Labor Standards Act, and shall not be eligible for overtime compensation for time worked in excess of forty (40) hours each week. Compensation shall be paid in the same form and fashion as salary payment is made to regular employees. County shall be responsible for payment of its FICA obligations. Employee shall be entitled to salary increases, if authorized, in accordance with the guidelines established for County's regular employees.

The Employee will be paid an initial payment up to \$2,800 upon employment as Physician Fellow in order to cover health insurance costs for the first 60 days. The employee must provide proof of insurance in order to be eligible for this subsidy which shall not exceed the actual cost incurred for 60 days of coverage.

The Health Services/EMS Director shall evaluate the performance of Employee annually, in the same manner as other County employees.

6. **Benefits.** Employee shall receive paid County holidays and leave days in the same form and fashion as regular employees in County service. Employee shall be eligible to participate in all insurance and benefits related programs as those extended to regular County employees. Contributions shall be made on Employee's behalf to the Florida State Retirement System in the same form and fashion as regular County employees.

The County agrees to pay dues for Employee's membership in appropriate organizations approved by the Health Services/EMS Director when such memberships would be beneficial to the County.

7. **Termination of Employment.** This Agreement may be terminated early as follows:
  - (a) **By the Director of the Health Services Department without Cause.** The Director of Health Services may declare this Agreement terminated at any time, upon thirty (30) days written notice, with that notice being delivered no fewer than thirty (30) days before the date of termination. The Health Services/EMS Director, in his sole discretion, may determine whether Employee shall continue working during the thirty (30) day notice period, or may issue thirty (30) days' pay in lieu of notice



- (b) **By Employee.** Employee may terminate this Agreement at any time, but only after providing written notice to the Corrections Health Services/EMS Director of his intent to terminate, with that notice being delivered no fewer than thirty (30) days before the date of termination.

Employee understands and acknowledges that each scheduled workday that he fails to work during the thirty (30) day notice period shall be charged against his accumulated personal or term leave balance or unpaid leave as appropriate.

- (c) **By the Health Services/EMS Director Department for Cause.** The Director of Health Services may terminate this Agreement, without notice, for cause. The following shall constitute cause: (i) loss or suspension of Employee's medical license, or other administrative or legal action affecting Employee's ability to practice medicine in Florida; (ii) commission of a felony or other crime involving moral turpitude by Employee; (iii) Employee engaging in conduct damaging the reputation of the County; (iv) Employee failing to follow the express instruction of the Health Services/EMS Director or his designees or otherwise being insubordinate; and (v) breach of this Agreement by Employee as defined in subsection (e) below.
- (d) **Termination Due to Death or Disability.** Employee's employment shall terminate automatically upon his death or disability. If Employee's employment is terminated due to death, the obligation of the County to pay compensation under paragraph 5 for any period after the date of such termination shall cease and Employee's estate, or his beneficiaries, shall only be entitled to any benefits payable in respect of death under the terms of the County's health, welfare, pension or other benefit and fringe benefit plans then in effect. The County will not have any other obligations beyond the date of this termination date. The term disability shall mean a condition that precludes Employee from performing under this Agreement the job duties as described in the Employee's Job Description, with or without accommodation.
- (e) **Breach of Agreement.** Upon breach of this Agreement, the aggrieved party may, by written notice of breach to the breaching party, immediately terminate this Agreement. Waiver by either party of the breach of any provisions of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

- (i) The County shall consider the following to be a breach of this Agreement:



- a. The failure of Employee to perform his duties as called for by this Agreement and the Job Description of the Physician Fellow; or
- b. The failure of Employee to perform any of the other provisions of this Agreement.

(ii) It is further agreed that in the event general funds to finance all or part of this Agreement do not become available, the obligations of each party hereunder may be terminated upon no fewer than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, facsimile or in person. The County shall be the final authority as to the availability of funds and as to how any available funds shall be allocated among its various service providers.

8. **Outside Employment.** Employee recognizes and understands that the position of Physician Fellow for Orange County requires his full time and attention. Accordingly, Employee agrees to devote all the time necessary to fully discharge his duties. He recognizes that County employment must be considered his primary employment and that he must submit written notification of any outside employment to the Health Services/EMS Director or designee for approval. No such outside employment may be commenced until written approval is obtained.

Employee shall refrain from accepting any engagement that would interfere in any way with the faithful performance of his services to the County. However, nothing contained in this Agreement shall be construed so as to prevent Employee from accepting honoraria or consulting fees from educational institutions, units of local government or state or Federal agencies for lectures, articles, instructional material or consultation in the area of local government, which shall not be in conflict with Employee's responsibilities to the County.

9. **Notices.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient (and considered properly delivered) only when mailed by certified mail, first class postage affixed, addressed as follows, unless otherwise allowed under this Agreement:

County: Health Services/EMS Director  
Health Services Department  
2002-A East Michigan St.  
Orlando FL 32806

Employee: Employee address on file with County Human Resources



Employee: Employee address on file with County Human Resources

10. **Severability.** All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.
11. **Assignment.** This Agreement is for Employee's professional services and he may not assign his duties, or this Agreement, to any other party. The County may assign this Agreement to any private or public entity authorized to provide medical services to the County.
12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida. For any disputes arising out of this Agreement, venue is proper in a competent court located in Orange County, Florida.
13. **Complete Agreement in Written Document; Rescission of Previous Agreements.** This written Agreement embodies the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by either the County or Employee other than those contained herein. Any other previous agreements between County and Employee are hereby rescinded in their entirety. This Agreement may be modified only through a written instrument duly executed by all parties to this Agreement.

**IN WITNESS WHEREOF,** the parties have made and executed this Agreement on the respective dates under each signature.

**ORANGE COUNTY, FLORIDA**

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

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

**EMPLOYEE**

By: Rachel Semmon

Date: 6/8/12





Interoffice Memorandum

I. CONSENT AGENDA  
PUBLIC WORKS DEPARTMENT  
1

May 4, 2012

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department

CONTACT PERSON: Ruby Dempsey Rozier, Manager  
Traffic Engineering Division

PHONE NUMBER: (407) 836-7890

SUBJ: **Approval to Reduce the Existing Posted Speed Limit on Avalon Park Boulevard Between Crown Hill Boulevard and Tanja King Boulevard from 40 Miles per Hour to 35 Miles per Hour**

The Orange County Traffic Engineering staff has evaluated the existing posted speed limits on Avalon Park Boulevard in east Orange County.

Avalon Park Boulevard has a current posted speed limit of 40 miles per hour (mph) north of Crown Hill Boulevard and 25 mph south of Tanja King Boulevard. A spot speed study conducted on April 24, 2012 indicates that the prevailing 85th percentile speed is 39 mph between Crown Hill Boulevard and Tanja King Boulevard. Based on Florida Department of Transportation standards for reducing speed limits, results of the spot speed study and driving this section of the road, staff can support a posted speed limit of 35 mph on Avalon Park Boulevard between Crown Hill Boulevard and Tanja King Boulevard.

Staff requests that the Board approve reducing the existing posted speed limit on Avalon Park Boulevard between Crown Hill Boulevard and Tanja King Boulevard from 40 mph to 35 mph.

**Action Requested: Approval to reduce the existing posted speed limit on Avalon Park Boulevard between Crown Hill Boulevard and Tanja King Boulevard from 40 miles per hour to 35 miles per hour. District 4.**

MVM/RDR/KMB/ns

Attachments



# South Avalon Park Boulevard Consent Agenda Location Map

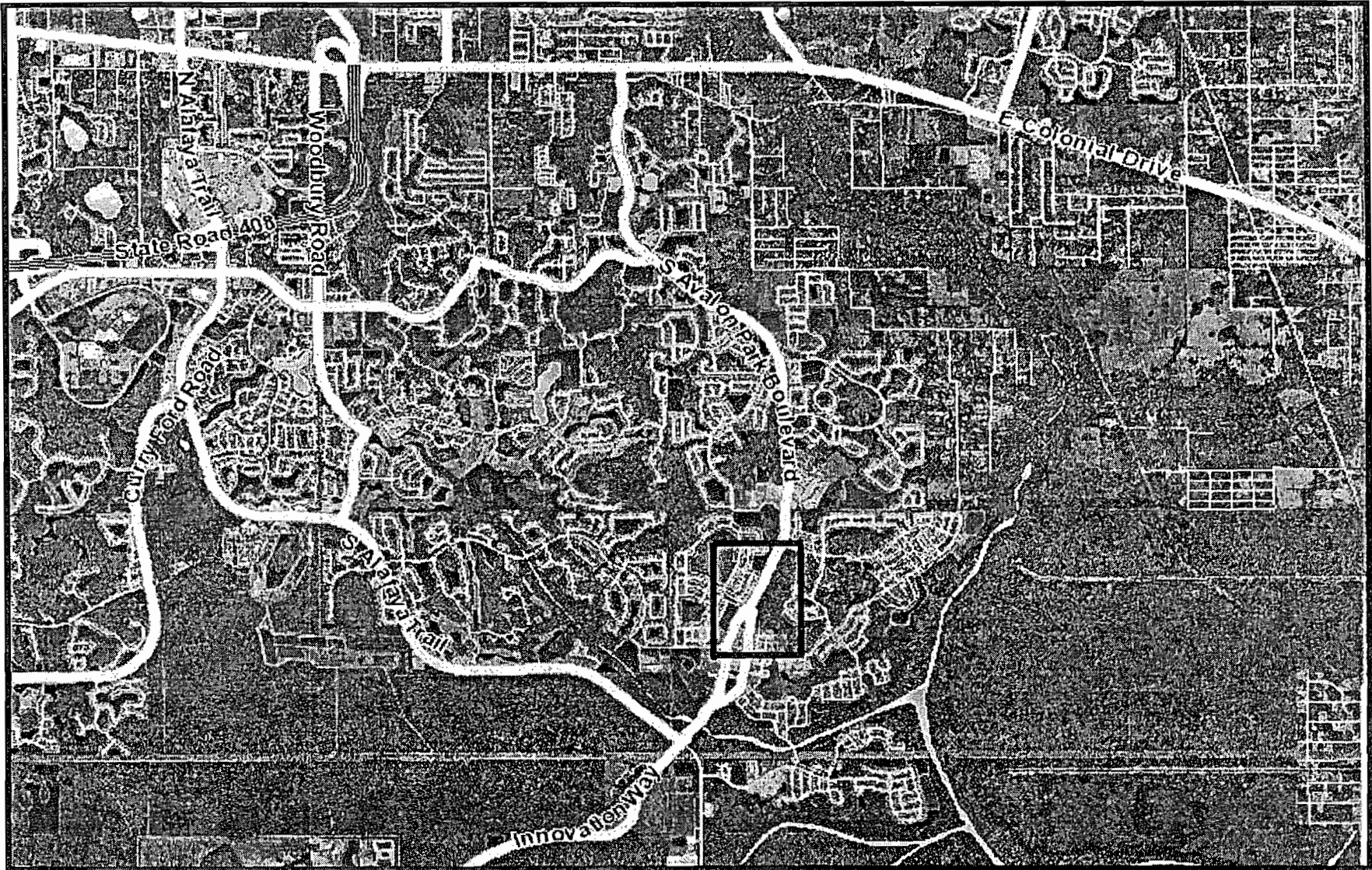


**"Speed Limit" signs**

**District 4: Commissioner Jennifer Thompson**



# South Avalon Park Boulevard Consent Agenda District Map



District 4: Commissioner Jennifer Thompson






Interoffice Memorandum

I. CONSENT AGENDA  
PUBLIC WORKS DEPARTMENT  
2

May 23, 2012

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department 

CONTACT PERSON: Ruby Dempsey Rozier, Manager  
Traffic Engineering Division 

PHONE NUMBER: (407) 836-7890

SUBJ: Installation of a Traffic Signal on Turkey Lake Road at Wal-Mart

CPH Engineers, Inc. has conducted a traffic signal warrant analysis at the intersection of Turkey Lake Road at the rear entrance to Wal-Mart located at 8990 Turkey Lake Road.

The study consisted of an evaluation of field conditions, including delay, sight distance, 24-hour traffic volumes by time of day, and traffic thresholds. For a traffic signal to become warranted, it must meet at least one of the eight traffic signal warrants published in the Manual of Uniform Traffic Control Devices. The existing traffic conditions at this intersection justify the installation of a traffic signal. The traffic signal warrant analysis shows that conditions were satisfied for signal warrant 1 (eight-hour volume) and warrant 2 (four-hour volume). The total cost of the design, permitting and construction of the traffic signal will be funded by Wal-Mart. Orange County agrees to the perpetual maintenance of the signal.

Staff recommends that the Board approve the installation of a traffic signal on Turkey Lake Road at the rear entrance of the Wal-Mart located at 8990 Turkey Lake Road.

**Action Requested: Approval of the installation of a traffic signal at the intersection of Turkey Lake Road at the rear entrance to Wal-Mart located at 8990 Turkey Lake Road. District 1.**

MVM/RDR/KMB/ns

Attachments

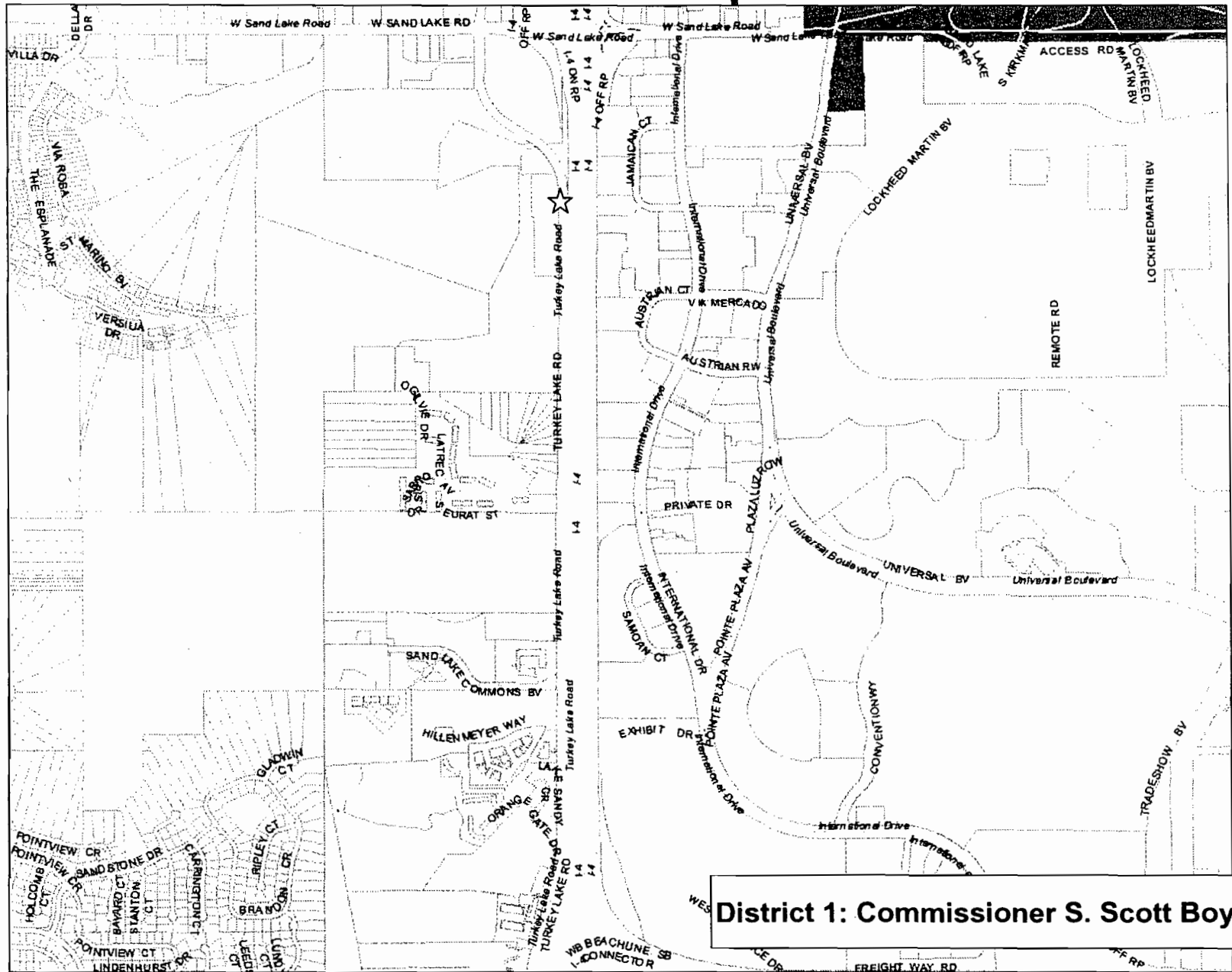


# Turkey Lake Rd Consent Agenda Location Map





# Tureky Lake Rd Consent Agenda District Map







**Interoffice Memorandum**

May 21, 2012

TO: Mayor Teresa Jacobs  
and the Board of County Commissioners

FROM: Mark V. Massaro, P.E., Director, Public Works Department 

CONTACT PERSON: Robin L. Hammel, P.E., Manager Engineering Division  
Public Works Engineering Division 

PHONE NUMBER: (407) 836-7908

SUBJ: **Utility Relocation Agreement between Orange County and Florida Power Corporation d/b/a Progress Energy Florida, Inc., for the Lake Underhill Road and Econlockhatchee Trail intersection.**

Orange County's improvements to the intersection of Lake Underhill Road and Econlockhatchee Trail consist of constructing a right turn lane on westbound Lake Underhill Road and right turn lanes on north and southbound Econlockhatchee Trail.

The Utility Relocation Agreement between Orange County and Florida Power Corporation d/b/a Progress Energy Florida, Inc., is required as part of the roadway construction to relocate Progress Energy facilities. Orange County shall be responsible for all costs and expenses incurred in the relocating of the Progress Energy facilities, because the facilities exist within current Progress Energy's property to be dedicated to Orange County as future right-of-way. The estimated total reimbursable costs to Progress Energy are \$115,062.65.

The Public Works Engineering Division, Risk Management, and the County Attorney's Office have reviewed the agreement and find the terms and conditions acceptable.

**Action Requested: Approval of Utility Relocation Agreement between Orange County and Florida Power Corporation d/b/a Progress Energy Florida, Inc., for the Lake Underhill Road and Econlockhatchee Trail intersection in the amount of \$115,062.65. District 3.**

MVM/LA/dys

Attachments:

Signed Florida Power Corporation d/b/a Progress Energy Florida, Inc. Agreements (3)



## **UTILITY RELOCATION AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between Orange County, a charter county and political subdivision of the State of Florida, hereinafter called the County, and Florida Power Corporation d/b/a Progress Energy Florida, Inc., a Florida Corporation, hereinafter called PEF.

### **WITNESSETH:**

Whereas, the County is planning the construction of certain intersection improvements at Lake Underhill Road and Econlockhatchee Trail, and

Whereas the proposed improvements require the relocation and modification of certain PEF distribution electrical facilities as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, designated by PEF as "Relocation and Modification Work," in order to accommodate the road construction,

Whereas, the parties hereto desire that PEF enter the County's property in order to perform the Relocation and Modification Work pursuant to the terms and conditions of this Agreement.

Now, therefore, in consideration of the mutual covenants hereinafter contained, it is agreed by both parties as follows:

1. PEF agrees to make the required modifications to PEF electrical facilities in order to accommodate the construction and future existence of the said intersection improvements.
2. The County agrees that all expenses incurred by PEF in order to effect said modifications shall be paid by the County upon receipt of invoices of said expenses, subject to the terms outlined below.
3. Based on the construction plans submitted by the County, PEF has prepared an estimate for all required modifications (the "Estimate"), which explains in detail the methods, procedures, and assumptions upon which it is based. This Estimate is attached as Exhibit "B" and made a part of this Agreement. It is recognized that this Estimate may be subject to change based on final construction drawings, the result of the competitive bid process, or a change in the schedule or duration of the County road work. The County shall be responsible for payment of actual reasonable costs



incurred by PEF, invoiced to the County, that do not exceed said Estimate by more than twenty percent (20%), provided, however, that the County shall not be responsible for any cost in excess of the Estimate unless the County has approved such excess work in writing prior to its performance, such approval not to be unreasonably withheld or delayed. However, because of the demanding and time-sensitive nature of construction activities, PEF has the reasonable right and authority to determine that a required change to the construction contract, once underway, constitutes an EMERGENCY, based upon established standards of reasonable construction. The County shall respond to an approval request from PEF for an EMERGENCY exceedance within twenty-four (24) hours of receipt of the request by an authorized County representative.

4. The Estimate does not include any cost for temporary relocation of PEF facilities, which might be required to accommodate the road construction. The County shall reimburse PEF for all reasonable, actual costs associated with any reasonably necessary temporary construction.
5. The County recognizes that all items defined under the heading of Material Contracts and the item defined as Construction shall be purchased under the competitive bid process. It is also agreed that subsequent to the selection by PEF of a supplier for each of these items and submission to the County of invoices for costs of said items, and prior to PEF issuing a purchase order for said items, the County shall submit payment to PEF for the total amount of all of the aforementioned approved purchases provided they are included within the Estimate cost.
6. It is agreed that, as the modification work is performed by PEF or its agents, monthly invoices shall be prepared by PEF and submitted for approval to the County by the 15<sup>th</sup> day of the month following in which the work was completed. The County agrees that payment of approved invoices shall be made to PEF by the 15<sup>th</sup> day of the following month in which the invoice was submitted.
7. As electrical facilities shall be energized during the road construction project, any outages of the lines required and requested by the County or its agents as a result of the road construction shall be solely at the discretion of PEF based on system availability. Any requests for outages of the line shall be made to PEF as far in advance as reasonably possible of the requested date.
8. Continuous, unobstructed access to all PEF facilities shall be provided to PEF or its agents during the road construction project.
9. During the duration of this Agreement, County and PEF shall each provide and maintain insurance or self-insurance coverage of such types and in such amounts as may be deemed necessary by each party. Such insurance or self-insurance shall include at a minimum workers'



compensation and employers' liability, business automobile liability and commercial general liability coverage. Neither party to this Agreement or its officers and employees shall, by this Agreement, be deemed to assume any liability for the acts, omissions, and/or negligence of the other party. Each party shall defend, indemnify, and hold the other party harmless from all claims, damages, actions, losses, suits, judgments, fines, liabilities, costs, and expenses arising out of or resulting from the negligent performance of its respective operations under the Agreement; however, nothing contained herein shall constitute a waiver by County of its sovereign immunity or the provisions of Florida Statutes Section 768.28. The provisions of this paragraph will survive the termination of this Utility Relocation Agreement.

10. This Agreement is governed by the Laws of the State of Florida and appropriate venue is only in Orange County, Florida. Both parties agree to accept service of process by mail and waive any jurisdiction or venue defense otherwise available.
11. This Agreement and its attached exhibits constitute the entire Agreement between the parties and supersede any previous understanding between the parties. Changes to this Agreement affecting the terms must be made in writing by addendum. If any provision in this Agreement is invalidated, all remaining provisions shall continue in full force and effect, unless terminated.
12. PEF hereby covenants that it shall cause completion of all Relocation Work within one hundred twenty (120) days of execution of this Agreement in order to ensure that there is no conflict with the County's Lake Underhill Road and Econlockhatchee Trail intersection improvements project. In the event the Relocation Work is not completed as of that date, the County shall have the right to terminate this Utility Relocation Agreement, effective upon written notice to PEF (with the parties being relieved of all obligations hereunder, except as otherwise expressly provide herein) and to complete the Relocation Work at PEF's expense. Notwithstanding the foregoing, County shall pay PEF for all work completed by PEF prior to the termination of this Utility Relocation Agreement.

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



FLORIDA POWER CORPORATION  
d/b/a PROGRESS ENERGY FLORIDA, Inc.,  
A Florida Corporation

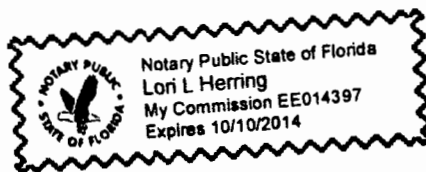


By: [Signature]  
Print Name: David J. Maxon  
Title: Vice-President

STATE OF FLORIDA  
COUNTY OF Seminole

Sworn to and subscribed before me this 22 day of May, 2012, by David Maxon, as Vice President of FLORIDA POWER CORPORATION, d/b/a PROGRESS ENERGY FLORIDA, INC., on behalf of the Florida corporation. He/she is personally known to me or who produced a current driver's license as identification.

(SEAL)



[Signature]  
Notary Public  
My commission expires 10/10/14

Attest:

ORANGE COUNTY, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Clerk for Orange County, Florida

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

(SEAL)





### **Exhibit "A"**

**Project: Intersection of Lake Underhill Road and Eponlockhatchee Trail**

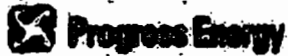
The purpose of this exhibit is to describe the work that will occur per the Utility Relocation Agreement. Progress Energy (Distribution) will be relocating facilities based on Orange County plans dated 12-11-2006 that are within existing Progress Energy property that is being acquired along the left roadway prior to road construction.

Specific relocation work is described in more detail in the attached file "RGBRev31312.pdf" which is Progress Energy's mark-ups dated 3/13/12.

Progress Energy - Distribution  
8407 Boggy Creek Rd  
Orlando, FL 32824

24-hour Customer Service: 800.700.8744  
To report an outage: 800.228.8485  
[www.progress-energy.com](http://www.progress-energy.com)





Orange County Public Works  
4200 S. John Young Parkway  
Orlando, FL 32839

WR. No.: 171197

**Estimated Cost - Exhibit "B"**

**Project:** Ecom Trail/Lake Underhill Intersection

**Subject:** Relocation of existing Progress Energy's Facilities (Distribution) within fire-owned property on the west side of Lake Underhill.

<u>ITEMS(a)</u>	<u>Estimated Cost</u>
Engineering & Administrative	<u>\$ 4,817.36</u>
Construction Labor	<u>\$ 35,452.41</u>
Materials, Supplies & Handling Charges	<u>\$ 24,184.83</u>
Transportation & Equipment	<u>\$ 7,773.79</u>
General Overhead Cost	<u>\$ 13,834.26</u>
Survey & Possible well points	<u>\$ 9,000.00</u>
<b>TOTAL REIMBURSABLE COSTS:</b>	<b><u>\$ 115,062.65</u></b>

**Special Conditions and Comments:**

1. This estimate is based on 2012 contract prices for both labor and material.  
Final charges will be based on actual costs as indicated in the Relocation Agreement.
2. This estimate is only valid as part of the signed agreement between Progress Energy and Orange County.





Interoffice Memorandum

I. CONSENT AGENDA  
PUBLIC WORKS DEPARTMENT  
4

May 31, 2012

TO: Mayor Teresa Jacobs  
and Board of County Commissioners

FROM: Mark V. Massaro, P. E., Director, Public Works Department

CONTACT PERSON: Mark V. Massaro, P.E., Director  
Public Works Department

PHONE NUMBER: (407) 836-7970

SUBJ: **Agreement by and between Orange County and The Oaks of Windermere Homeowners' Association for Traffic Law Enforcement on Private Roads in the Oaks of Windermere**

Section 316.006, Florida Statutes allows counties to exercise traffic law enforcement over private roads if the owner of the private road enters into a written agreement with the County. Prior to entering into such an agreement, the Sheriff's Office must be consulted. Such agreements cannot go into effect until the beginning of the County's fiscal year, unless the Sheriff waives such requirement in writing.

The Oaks of Windermere Homeowner's Association has requested such an agreement for the private roads located within The Oaks of Windermere gated community. The Sheriff's Office has been involved in the negotiation of the contract and has executed a waiver that will allow this agreement to go into effect upon Board approval.

No relationship disclosure form is provided because this is not a development-related nor is it a procurement-related item. No specific project expenditure report is provided because this is a ministerial item.

**Action Requested: Approval of Agreement for Traffic Law Enforcement on Private Roads by and between Orange County, Florida and The Oaks of Windermere Homeowner's Association in the gated community of The Oaks of Windermere. District 1.**

MVM/ray

Attachments



## **AGREEMENT FOR TRAFFIC LAW ENFORCEMENT ON PRIVATE ROADS**

This Agreement for enforcement of the traffic laws of the state on private roads located in the gated community of The Oaks of Windermere is entered into by and between Orange County, Florida, (hereinafter "County") a charter county and political subdivision of the State of Florida, and **The Oaks of Windermere Homeowners' Association**, (hereinafter "Owner") a Florida corporation, organized under the laws of the State of Florida.

### **WITNESSETH:**

**WHEREAS**, Owner owns fee simple title to all the private roadways lying within a gated community known as The Oaks of Windermere (hereinafter "Private Roads") more specifically described in **Exhibit "A"** which is attached hereto and incorporated herein; and

**WHEREAS**, pursuant to state statute, County does not have traffic law enforcement jurisdiction over Private Roads such as those owned by the Owner; and

**WHEREAS**, *Florida Statutes*, Section 316.006(3)(b), provides that a county may exercise jurisdiction over any Private Road or roads if the county and the party owning such roads provide by a written agreement approved by the governing board of the county; and

**WHEREAS**, *Florida Statutes*, Section 316.006(3)(b)(2), further provides that prior to entering into an agreement for enforcement of the traffic laws over Private Road or roads, the governing board of the county shall consult with the Sheriff; and

**WHEREAS**, the Owner wants the County to enforce the traffic laws upon the Private Roads of said Owner; and

**WHEREAS**, pursuant to consultations between the parties and the Sheriff of Orange County, Florida (hereinafter "Sheriff"), the County and Sheriff are willing to exercise traffic law enforcement upon the Private Roads; and

**WHEREAS**, pursuant to *Florida Statutes*, Section 30.2905, the Sheriff operates an off-duty employment program; and

**WHEREAS**, *Florida Statutes*, Section 316.006(3)(b)(2), provides *inter alia* that no such agreement shall take effect prior to October 1 unless such provision is waived in writing by the Sheriff of the County; and

**WHEREAS**, the Sheriff has waived this provision as evidenced by **Exhibit "C."**

**NOW, THEREFORE**, in consideration of the covenants and conditions herein, County and the Owner hereby agree as follows:



1. The above recitals are true and correct, and are incorporated herein by reference and form a material part of this Agreement.
2. ***Jurisdiction.*** County agrees to exercise jurisdiction over enforcement of the traffic laws (including Section 316.2045, Florida Statutes, concerning obstruction of streets, regulated by the Orange County Block Party Ordinance) upon the Private Roads pursuant to the terms and conditions expressed in *Florida Statutes*, Section 316.006(3)(b), and subject to the terms and conditions specified in **Exhibit "B."**
3. ***Signage.*** The Owner shall establish the speed limit for the Private Roads and shall be responsible for posting the speed limit by appropriate DOT approved signage along said roads.
4. ***Authority in Addition to Existing Authority.*** The County's exercise of traffic law enforcement pursuant to this Agreement shall be in addition to that authority presently exercised by County over the Private Roads and nothing herein shall be construed to limit or remove any such authority. The County agrees to continue to provide such police and fire services as are required by law.
5. ***Compensation.*** The Owner shall compensate the Sheriff for the services performed under this Agreement at an hourly rate specified by the Sheriff, and in the manner specified in Exhibit "B" of this Agreement, which exhibit is incorporated herein by reference.
6. ***County to Retain Revenues.*** All revenue from the fines, costs, and penalties imposed by the traffic citations issued for violation of traffic laws on the Private Roads shall be apportioned in the manner set forth in applicable statutes.
7. ***Liability not Increased.*** Neither the existence of this Agreement nor anything contained herein shall give rise to any greater liability on the part of the County or the Sheriff than that which the County or the Sheriff would ordinarily be subjected to when providing its normal police services.
8. ***Indemnification.*** To the fullest extent permitted by law, the Owner shall indemnify, defend, and hold the County and the Orange County Sheriff's Office harmless from any loss, cost, damage or expense, including attorneys' fees, for any action arising out of, related to, or stemming from, either directly or indirectly, the maintenance, repair and/or reconstruction of any roads, road drainage or signage. To ensure its ability to fulfill its obligation under this paragraph, the Owner shall maintain General Liability insurance in the minimum amount of One Million dollars (\$1,000,000.00), and shall file with the County current certificates of the required insurance providing a thirty (30) day advance written notice of cancellation. Such insurance shall, (a) name the County and Orange County Sheriff's Office as additional insureds as it relates to activities other than law enforcement activities or Sheriff deputy duties conducted pursuant to this contract and (b) be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the County.
9. ***Road Maintenance.*** Neither the existence of this Agreement nor anything contained herein shall impose any obligation or duty upon the County to provide maintenance on and/or drainage of the Private Roads. The maintenance, repair and construction or reconstruction of all Private Roads, drainage and signage within the gated community of The Oaks of Windermere shall at all times be solely and exclusively the responsibility of the Owner.



10. **Term.** The term of this Agreement shall be for one year, commencing on the date of the execution by the last of the two parties signing hereto, and this Agreement shall thereafter automatically continue for successive one year terms unless terminated by any party by thirty (30) days written notice to the other parties; provided, however, payments are made by the Owner in accordance with Paragraph 5 and Exhibit "B" hereof. The provisions of Paragraph 8 herein shall survive the termination of this Agreement.

11. **Entire Agreement.** This Agreement, including all exhibits attached hereto, constitutes the entire understanding and agreement between the parties and may not be changed, altered, or otherwise modified except when reduced to writing and executed in the same manner with approval by the Board of County Commissioners.

12. **Notice.** All notices to be given shall be in writing and sent by certified mail, return receipt requested, to the following addresses:

As to County:	Orange County Administrator 201 South Rosalind Avenue, 5th Floor Orlando, Florida 32801
Copy to:	Orange County Attorney's Office 201 S. Rosalind Avenue, 3rd Floor Orlando, Florida 32801
As to Sheriff:	Orange County Sheriff's Office P.O. Box 1440 Orlando, Florida 32802-1440
As to the Owner:	The Oaks of Windermere Homeowners' Association, Inc. P.O. Box 7 Gotha, Florida 34734

[ SIGNATURES ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties have executed this Traffic Law Enforcement Agreement for The Oaks of Windermere Homeowners' Association, on the dates indicated below.

ORANGE COUNTY, FLORIDA  
By: Board of County Commissioners

BY: \_\_\_\_\_  
Teresa Jacobs, County Mayor

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

By: \_\_\_\_\_  
Deputy Clerk

DATE: \_\_\_\_\_

**The Oaks of Windermere Homeowner's  
Association**, a Florida corporation

BY: \_\_\_\_\_  
Scott Richman

DATE: 2/7/2012

WITNESS:

\_\_\_\_\_  
Nancy L. Wright  
Nancy L. Wright  
(Print Name)

ALISON K. TERRY  
ALISON K. TERRY  
(Print Name)

traffic control agt 1



**EXHIBIT "A"**

**Oaks Of Windermere** according to the plat thereof as recorded in **Plat Book 47, Pages 57 through 59** of the Public Records of **Orange County, Florida**.



## **EXHIBIT "B"**

The Oaks of Windermere Homeowners' Association, shall obtain traffic law enforcement by means of employing deputies through the Sheriff's off-duty program.

If a resident of The Oaks of Windermere wishes to make a traffic complaint, or to request a traffic law enforcement detail, he or she shall contact the Owner for further action. If a resident of The Oaks of Windermere contacts the Sheriff's Office directly with such a complaint or request, he or she will be directed to the Owner.



**EXHIBIT “C”**

[Sheriff’s Letter to County Mayor]





*Sheriff Jerry L. Demings*  
**ORANGE COUNTY SHERIFF'S OFFICE**  
**INTEROFFICE MEMORANDUM**

March 29, 2012

TO: Mayor Teresa Jacobs  
Board of County Commissioners


FROM: Sheriff Jerry L. Demings

SUBJECT: The Oaks of Windermere

I understand Orange County will enter into an agreement with The Oaks of Windermere Homeowners' Association gated community for traffic control and enforcement pursuant to Section 316.006(3)(b), F.S. The agreement will allow The Oaks of Windermere Homeowners' Association gated community to employ deputies through this agency's off-duty employment program to enforce traffic laws within the subdivision.

As you know, Section 316.006(3)(b), F.S., reads in part: "No such agreement shall take effect prior to October 1<sup>st</sup>, the beginning of the county fiscal year, unless this requirement is waived in writing by the Sheriff." Please be informed I hereby waive the October 1<sup>st</sup> requirement.

If you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter.

  
J.L.D.

JLD/km

c: Off-Duty Services  
Dorothy Burk, Sr. Assistant General Counsel



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, June 19, 2012**

**COUNTY COMPTROLLER**

**Informational only – No Board action required**

Receipt of the following items to file for the record:

- a. Comprehensive Annual Financial Report of the Central Florida Regional Transportation Authority (d/b/a LYNX) for Year Ended September 30, 2011.
- b. Midtown Orlando Community Development District Proposed Fiscal Year 2013 Operations Budget.
- c. Florida Public Service Commission Consummating Order re: Petition for approval of nuclear decommissioning cost study, by Progress Energy Florida, Inc.
- d. Florida Public Service Commission Order Granting Aqua Utilities Florida, Inc. (AUF) Motion for Reconsideration and Reconsidering and Correcting Errors re: Application for increase in water/wastewater rates in Alachua, Brevard, DeSoto, Hardee, Highlands, Lake, Lee, Marion, Orange, Palm Beach, Pasco, Polk, Putnam, Seminole, Sumter, Volusia, and Washington Counties by Aqua Utilities Florida, 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 Memorandum  
COMMUNITY AND ENVIRONMENTAL**

AGENT

**AGENDA ITEM**

June 11, 2012

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

FROM: Lori Cunniff, Manager  
Environmental Protection Division

SUBJECT: Discussion Item – June 19, 2012  
Petroleum Programs Delegation from the Florida Department of Environmental Protection

On June 19, 2012, the Environmental Protection Division (EPD) will discuss with the Board of County Commissioners (BCC) a request by the Florida Department of Environmental Protection (FDEP) to expand Orange County's oversight of the petroleum management and clean up programs to other nearby counties. Both of these programs currently are administered by EPD only in Orange County. These two programs, the Petroleum Management Storage Tanks Compliance Inspection Program and the Petroleum Cleanup Program, are delegated to Orange County and are fully funded by the State through annual task assignments to EPD in accordance with a contractual agreement and a grant agreement, respectively.

The main purpose of both programs is to prevent petroleum contamination of valuable groundwater resources that supply the vast majority of Florida's drinking water. Relatively small amounts of petroleum can contaminate a large amount of groundwater, which can be very expensive and difficult to cleanup.

FDEP is seeking program efficiencies as a part of its regulatory streamlining efforts and has determined that reducing the number of local programs and using a regional hub strategy would be a more efficient approach. Under the regional hub concept, local programs determined to be more efficient would provide services to nearby counties. Orange County has effectively and efficiently managed the Petroleum Management Storage Tanks Compliance Inspection Program and the Petroleum Cleanup Program within Orange County since 1990 and 1989, respectively. Being selected as a regional hub by FDEP is a strong vote of confidence in Orange County's programs and high level leadership within FDEP have commented on the county programs' efficiency.

With respect to the Petroleum Management Storage Tanks Compliance Inspection Program, FDEP requests to expand Orange County's area of responsibility for performing storage tank inspection activities to include Lake, Osceola, Seminole and Volusia counties. The contract covers a 10 year period with annual task assignments determining the annual funding (expiration June 30, 2017). For the Petroleum Cleanup Program, FDEP requests expansion of Orange County's area of responsibility to include Seminole County. The Petroleum Cleanup grant is for five years and expires June 30, 2015. The expansion to nearby counties will increase EPD's workload and require an increase of four additional staff positions that will be fully funded by FDEP.



June 11, 2012

Petroleum Programs Delegation from the FDEP

Page Two

Currently, the contract and grant modifications are being negotiated between FDEP and EPD, along with the County Attorney's Office. The contract amendments will be effective July 1, 2012. Therefore, to meet this timeframe, EPD is requesting authorization for the Mayor or her designee to sign the contract/grant amendments once the negotiations have been completed and approved by the County Attorney's Office. Additionally EPD is requesting to allow the EPD Manager to execute any minor amendments or change orders under the Petroleum Management Storage Tanks Compliance Inspection Program contract that are non-substantial in nature. In December 2009, the BCC authorized this authority for the EPD Manager to execute minor amendments or change orders that are non-substantial in nature for the Petroleum Cleanup Program. The amended contracts will cover the full cost of both programs and will not require county general revenue funds.

If you have any questions regarding this matter prior to the June 19 meeting, please contact me.

**ACTION REQUESTED:**

- 1) **Authorization for the Mayor or her designee to sign Amendment No. 1 to Grant No. S0484 for the Petroleum Cleanup Program between Orange County and the Florida Department of Environmental Protection (FDEP) to expand Orange County's area of responsibility under the program to include Seminole County and to increase the FY 2011-12 authorized position table by 1 Senior Environmental Specialist and 1 Engineer III for the Petroleum Cleanup Program under the Environmental Protection Division. Program to be fully funded by FDEP. All Districts**

**-AND-**

- 2) **Authorization for the Mayor or her designee to sign Amendment No. 2 to Contract No. GC702 for the Petroleum Management Storage Tanks Compliance Inspection Program between Orange County and the Florida Department of Environmental Protection (FDEP) to expand Orange County's area of responsibility under the program to include Lake, Osceola, Seminole, and Volusia Counties; to increase the FY 2011-12 authorized position table by 2 Senior Environmental Specialists for the Storage Tanks Compliance Inspection Program under the Environmental Protection Division; and authorization for the Manager of the Environmental Protection Division to execute any minor amendments or change orders under the contract that are non-substantial in nature. Program to be fully funded by FDEP. All Districts**

**Attachments**

- c: Chris Testerman, Assistant County Administrator  
Melvin Pittman, Director, Community and Environmental Services Department  
Joel D. Prinsell, Deputy County Attorney

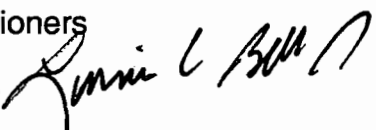




**Interoffice Memorandum**

May 25, 2012

To: Mayor Teresa Jacobs  
and  
Board of County Commissioners

Thru: Lonnie C. Bell, Jr. Director 

From: Jacquelyn Jenkins, Manager  
Head Start Division

Subject: Head Start Update  
June 19, 2012 Discussion Agenda (All Districts)

This discussion item is intended to update the Board of County Commissioners regarding the progress in the Head Start Division. The presentation will review the history of Head Start, the progress to date, and future challenges. The Board of County Commissioners, Orange County Head Start and the Head Start Policy Council are required to demonstrate the goal of shared governance in alignment with federal mandates.

**ACTION REQUESTED: No action required. The presentation is for informational purposes only.**

cc: Linda Weinberg, Deputy County Administrator





ORANGE COUNTY MAYOR

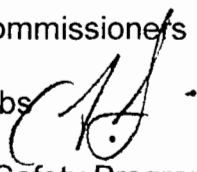
**TERESA JACOBS**

P.O. Box 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393  
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

III. DISCUSSION AGENDA  
COUNTY MAYOR

1

June 12, 2012

To: Board of County Commissioners  
From: Mayor Teresa Jacobs   
Subject: Red Light Camera Safety Program  
DISCUSSION AGENDA ITEM JUNE 19, 2012

During the Open Discussion at the May 8, 2012 Board meeting, we had discussed the options for expanding the red light camera safety program. Subsequently, I met with staff to discuss how best to proceed with expansion of the program. I have sent you two memos (attached) with my findings.

At the June 19 Board meeting I have asked staff to share these findings with the Board. I look forward to our discussion regarding this important program.

TJ/cjg

Attachments






ORANGE COUNTY MAYOR

**TERESA JACOBS**

P.O. Box 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393  
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

May 25, 2012

TO: Board of County Commissioners  
FROM: Mayor Teresa Jacobs   
SUBJECT: Red Light Camera Safety Program

During the May 8, 2012 BCC meeting there was a discussion relative to expanding the Red Light Running Camera Safety Program.

There are a number of vendors in the State who have been approved by the Florida Department of Transportation that have shown interest in serving the Orange County community. After reviewing other programs that are in operation throughout the State, I am confident it is in the best interests of the County to proceed with a new Invitation for Bid (IFB) for the expansion of the program. The results are likely to be very competitive.

Accordingly, I have asked staff to prepare a solicitation for a bid for the expansion of our Red Light Camera Safety Program. I've also asked staff to provide you with a list of intersections that will be included in the IFB. Should you have any questions, please contact Mark Massaro.

TJ/MM/lb

cc: Graciela Noriega-Jacoby, Chief of Staff, Office of the Mayor  
Ajit M. Lalchandani, County Administrator  
James E. Harrison, Esq., P. E., Assistant County Administrator  
Mark Massaro, P.E., Director, Public Works Department  
Joe Kunkel, Deputy Director, Public Works Department  
Ruby Dempsey Rozier, Manager, Traffic Engineering Division



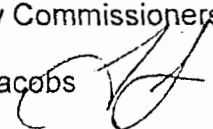


ORANGE COUNTY MAYOR

**TERESA JACOBS**

P.O. Box 1393, 201 SOUTH ROSALIND AVENUE, ORLANDO, FL 32802-1393  
PHONE: 407-836-7370 • FAX: 407-836-7360 • Mayor@ocfl.net

June 5, 2012

TO: Board of County Commissioners  
FROM: Mayor Teresa Jacobs   
SUBJECT: Red Light Camera Safety Program – Proposed Locations

Last week, I sent a memorandum advising you that staff was preparing an invitation for bid (IFB) to include additional intersections in the Red Light Running program and that a preliminary list of intersections would be included in the IFB. That list is attached.

The proposed plan is to install 80 cameras over a two year period, 40 in FY 12/13 and 40 in FY 13/14, with cameras being placed at locations on state and county roads having the highest crash rates. This preliminary list reflects those intersections. The final list will be determined by conducting additional observations at those locations to ascertain the prevalence of red light running and adjust the locations accordingly. The goal is to ensure that cameras are being placed at locations where red light running violations are the highest.

Should you have any questions regarding this, please contact Mark Massaro at (407) 836-7970.

Attachments





## Red Light Running

### PROPOSED INTERSECTION LOCATIONS

Location/Annual Crash History	Number of Crashes	Crash Rate	District
Adanson St at Lee Rd	(1 RE, 12 RA, 23 TOT)	1.48	2 & 5
N Alafaya Tl at Waterford Lakes Py	(7 RE, 9 RA, 36 TOT)	1.6	3 & 4
Aloma Av at N Semoran Bv	(24 RE, 11 RA, 51 TOT)	1.42	5
A Americana Bv at S Orange Blossom Tl	(15 RE, 7 RA, 34 TOT)	1.43	4 & 6
Americana Bv at Texas Av	(7 RE, 12 RA, 30 TOT)	2.78	6
Bridgeway Bv at E Colonial Dr	(21 RE, 4 RA, 39 TOT)	1.61	4 & 5
Clarcona Ocoee Rd at N Hiawassee Rd	(9 RE, 8 RA, 23 TOT)	1.43	2
Clarcona Ocoee Rd at N Pine Hills Rd	(11 RE, 9 RA, 34 TOT)	2.23	2
E Colonial Dr at Chuluota Rd	(7 RE, 5 RA, 23 TOT)	1.4	5
E Colonial Dr at N Alafaya Tl	(31 RE, 12 RA, 61 TOT)	1.58	3, 4 & 5
E Colonial Dr at N Econlockhatchee Tl	(18 REs, 4 RA, 29 TOT)	1.39	3
E Colonial Dr at N Goldenrod Rd	(22 RE, 5 RA, 42 TOT)	1.51	3
E Colonial Dr at Newport Av	(13 RE, 9 RA, 34 TOT)	1.91	3, 4 & 5
Consulate Dr at S Orange Blossom Tl	(15 RE, 10 RA, 37 TOT)	1.5	4
Conway Rd at Hoffner Av	(9 RE, 4 RA, 29 TOT)	1.56	4
Curry Ford Rd at S Goldenrod Rd	(29 RE, 10 RA, 53 TOT)	1.89	3
Dorscher Rd at W Colonial Dr	(13 RE, 5 RA, 29 TOT)	1.85	6
Edgewater Dr at Lee Rd	(14 RE, 12 RA, 45 TOT)	1.83	2 & 5
N Hiawassee Rd at Silver Star Rd	(23 RE, 16 RA, 78 TOT)	3.19	2 & 6
N Hiawassee Rd at W Colonial Dr	(21 RE, 16 RA, 55 TOT)	2.25	1 & 6
Holden Av at S Orange Blossom Tr	(20 RE, 21 RA, 65 TOT)	2.5	4 & 6
International Dr at W Sand Lake Rd	(18 RE, 14 RA, 55 TOT)	1.88	1 & 6
S John Young Py at W Oak Ridge Rd	(24 RE, 8 RA, 44 TOT)	1.48	6
S John Young Py at W Town Center Bv	(12 RE, 8 RA, 35 TOT)	1.43	5
N Kirkman Rd at W Colonial Dr	(14 RE, 15 RA, 58 TOT)	2.7	1 & 6
Lake Underhill Rd at S Dean Rd	(17 RE, 8 RA, 34 TOT)	2.09	3 & 4
Old Winter Garden Rd at S Hiawassee Rd	(11 RE, 7 RA, 33 TOT)	1.45	1 & 6
Old Winter Garden Rd at S Kirkman Rd	(19 RE, 5 RA, 37 TOT)	1.47	1
S Orange Blossom Tl at Landstreet Rd	(19 RE, 20 RA, 65 TOT)	2.07	4 & 6
S Orange Blossom Tl at Taft Vineland Rd	(11 RE, 20 RA, 51 TOT)	2.19	4
S Orange Blossom Tl at W Oak Ridge Rd	(26 RE, 22 RA, 59 TOT)	1.93	4 & 6
S Orange Blossom Tl at W Sand Lake Rd	(20 RE, 12 RA, 53 TOT)	1.49	4 & 6
Palm Py at S Apopka Vineland Rd	(9 RE, 4 RA, 26 TOT)	1.65	1
N Pine Hills Rd at Silver Star Rd	(21 RE, 14 RA, 57 TOT)	2.25	2 & 6
N Pine Hills Rd at W Colonial Dr	(12 RE, 13 RA, 44 TOT)	3.92	1 & 6
Powers Dr at Silver Star Rd	(14 RE, 13 RA, 42 TOT)	2.82	2 & 6
N Powers Dr at W Colonial Dr	(10 RE, 5 RA, 28 TOT)	1.54	1 & 6
State Road 535 at Vineland Av	(26 RE, 16 RA, 63 TOT)	2.04	1
State Road 535 at World Center Dr	(28 RE, 6 RA, 49 TOT)	1.64	1
S Texas Av at W Oak Ridge Rd	(13 RE, 8 RA, 30 TOT)	2.34	6
Turkey Lake Rd at Sand Lake Rd	(13 RE, 17 RA, 56 TOT)	2.2	1 & 6

RE = Rear End

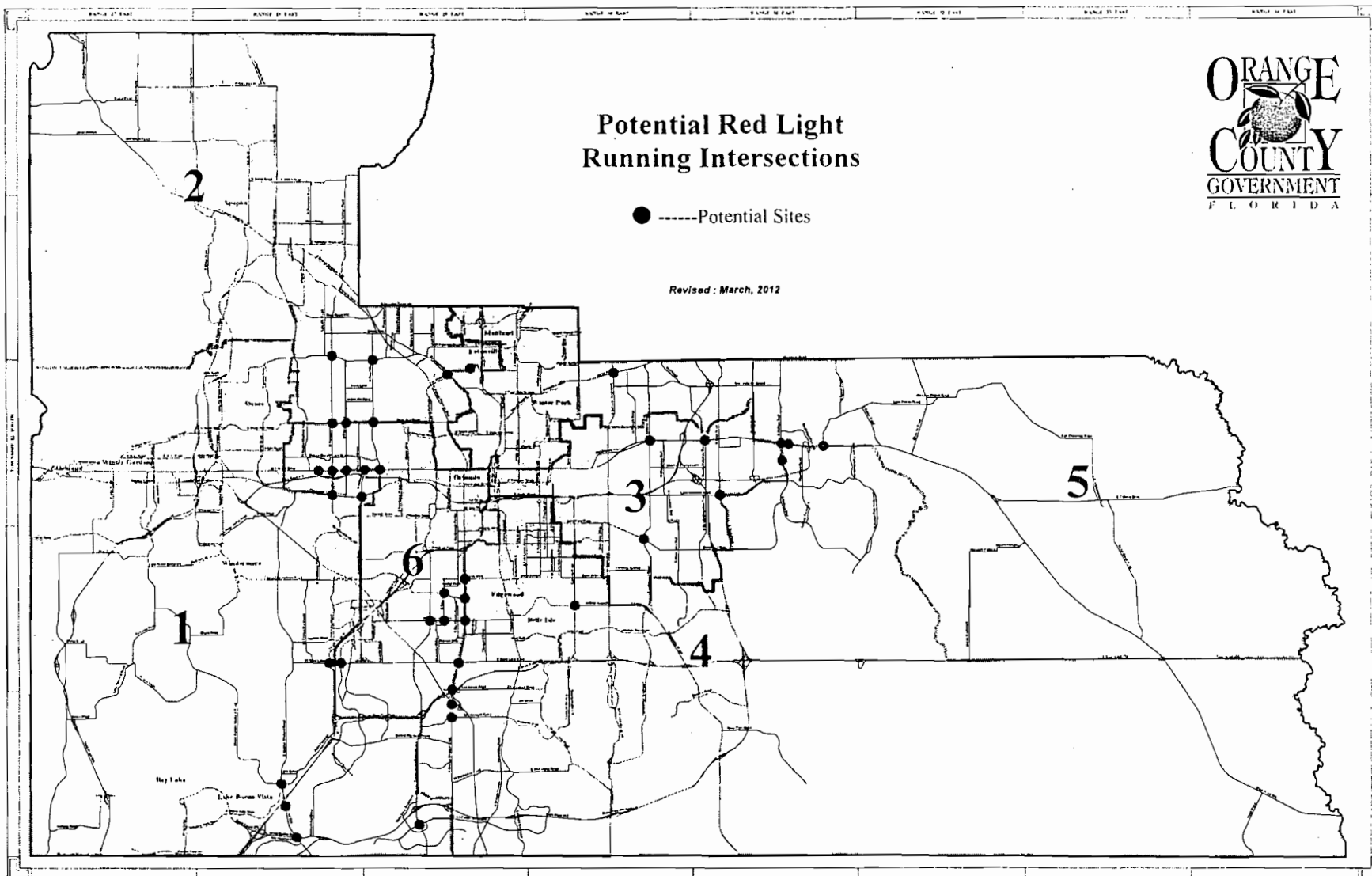
RA = Right Angle



## Potential Red Light Running Intersections

● -----Potential Sites

Revised : March, 2012









**Interoffice Memorandum**

**AGENDA ITEM**

May 30, 2012

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

FROM: Jon V. Weiss, P.E., Director   
Growth Management Department

CONTACT PERSON: **Susan E. Caswell, AICP, Manager**   
**Planning Division**  
**407 836-5884**

SUBJECT: June 19, 2012 – Work Session Item  
2011 Growth Management Legislation Series

The 2011 Florida Legislative Session made sweeping changes to the state's Growth Management Act. House Bill 7207 constituted the most substantial overhaul of Florida's growth management laws in three decades. As a result, the Growth Management Department has scheduled a series of work sessions to discuss the legislative changes. Previous discussions focused on Comprehensive Plan amendment processing, issues related to Urban Service Area expansions and urban sprawl, financial feasibility, transportation concurrency requirements, school and park concurrency, and developments of regional impact.

The June 19, 2012, work session will focus on Sector Plans, New Towns, and Rural Land Stewardship Areas. In addition to other revisions, House Bill 7207 removed the needs analysis requirement for sector plans and rural land stewardship areas. House Bill 7207 also established "new towns" as an alternative master planning tool.

During this session, staff will present the mandatory and optional changes to the Comprehensive Plan and/or Code; issues to be addressed; and staff recommendations as appropriate.

This presentation is for informational purposes only.

JVW/RN/am





Interoffice Memorandum

June 12, 2012

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

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

SUBJECT: June 19, 2012 Public Hearing  
School Overcrowding Charter Amendment Ordinance

In 2004, Orange County voters approved an amendment to the Orange County Charter related to school overcrowding (see Section 704 attached). This amendment authorized the County to adopt a countywide ordinance requiring approval of more than local government for residential comprehensive plan amendments and rezonings under certain circumstances. The charter amendment passed by 74%. The implementing ordinance was adopted in 2006 (#2006-04).

The following must occur for the 2006 ordinance to apply. First, a local government approves a residential rezoning or comprehensive plan amendment that impacts schools that are overcapacity, but does not obtain from Orange County Public Schools verification that school capacity will be available to serve the additional students (via a Capacity Enhancement Agreement). Second, the attendance zones for students attending these overcapacity schools are located within more than one jurisdiction (Significantly Affected Local Governments). Then, pursuant to the ordinance, the rezoning or comprehensive plan amendment does not become effective until it has also been approved by all Significantly Affected Local Governments.

Section 704 of the Orange County Charter also expressly requires that the school overcrowding provision must be "offered to the electors for re-approval at referendum at the General Elections in 2012." The purpose of the attached ordinance is to provide for the re-approval to be placed on the ballot this November.

**ACTION REQUESTED: Approval of the School Overcrowding Charter Amendment Ordinance. (All Districts)**

CRT/sb

Attachments

C: Vivien Monaco, Assistant County Attorney



**Sec. 704. - Conflict of county ordinances with municipal ordinances; preemption.**

- A. Except as provided in this section, no county ordinance shall be effective within a municipality if the municipality maintains an ordinance covering the same subject matter, activity or conduct as the county ordinance.
- B. County ordinances shall be effective within municipalities and shall prevail over municipal ordinances when:
  - 1. The county sets minimum standards for (a) regulating adult entertainment and (b) protecting the environment by prohibiting or regulating air or water pollution, but only to the extent that such minimum standards are stricter than the applicable municipal standards.
  - 2. The county ordinances provide that the county's and any municipality's rezonings or comprehensive-plan amendments (or both) that increase residential density are effective only upon approval by the governing boards of all significantly affected local governments when:
    - (a) The attendance zone for any public school to be affected by the increase in residential density lies only partly inside a municipality; and
    - (b) The school district cannot certify to the governing boards of all significantly affected local governments that the school, the attendance zone for which straddles a municipal boundary, can accommodate the additional students that will result from the increase in residential density.

The ordinance shall provide that the above-described rezonings and comprehensive-plan amendments take effect only upon approval of each significantly affected local government, whether the county or any municipality therein. The ordinance may include exceptions for *de minimis* impacts to the affected school(s) and such terms, requirements, limitations, exceptions, and other provisions that may be necessary or useful to protect property rights, comply with applicable law, and carry out the intent and purposes of this subsection.

Should a court of competent jurisdiction hold, after all appeals, that the ordinance does not afford the municipalities the same opportunity as the county to approve or deny the aforementioned comprehensive-plan amendments and rezonings when they are significantly affected local governments, the ordinance shall terminate and be of no further force and effect. This paragraph 2 shall be offered to the electors for re-approval at referendum at the General Election in 2012. If not re-approved by the electors, this paragraph 2 and the corresponding reference in subsection C shall stand repealed as of January 1, 2013.

- C. The intent of this section is that no person within a municipality shall be governed simultaneously by two sets of ordinances covering the same subject matter, activity or conduct, except in matters of minimum adult-entertainment standards, or pollution regulatory standards, or rezoning or comprehensive-plan amendments that affect public schools with attendance zones that straddle any municipal boundary. In absence of an ordinance within a municipality on a subject, the county ordinance on that subject shall govern.

(Amended November 1988; November 1996; November 2004)

**State law reference**— County charter to provide for resolution of conflict between county and municipal ordinances. Fla. Const. art. VIII, § 1(g).



ORDINANCE NO. 2012-\_\_\_

AN ORDINANCE PERTAINING TO THE CHARTER FOR ORANGE COUNTY FLORIDA; PROVIDING FOR A REFERENDUM ON RE-APPROVAL OF THAT PORTION OF SECTION 704 OF THE ORANGE COUNTY CHARTER, WHICH PROVIDES THAT COUNTY ORDINANCES SHALL BE EFFECTIVE WITHIN MUNICIPALITIES AND PREVAIL OVER MUNICIPAL ORDINANCES WHEN THE COUNTY ORDINANCE REQUIRES THAT REZONINGS OR COMPREHENSIVE PLAN AMENDMENTS THAT INCREASE RESIDENTIAL DENSITY IN AN OVERCROWDED SCHOOL ZONE AND FOR WHICH THE SCHOOL BOARD CANNOT ACCOMMODATE THE EXPECTED ADDITIONAL STUDENTS, TAKE EFFECT ONLY UPON APPROVAL BY EACH LOCAL GOVERNMENT LOCATED WITHIN THE BOUNDARIES OF THAT SCHOOL ZONE; REAFFIRMING THAT PORTION OF SECTION 704; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING EFFECTIVE DATES.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

*Section 1. Referendum.* The Orange County Supervisor of Elections is authorized and directed to place on the ballot for the election to be held on **November 6, 2012**, the following ballot title and question:

REQUIRING COUNTY AND MUNICIPAL APPROVAL OF ZONING OR COMPREHENSIVE PLAN AMENDMENTS AFFECTING OVERCROWDED PUBLIC SCHOOLS.

Shall the Orange County Charter provision be re-approved to allow the continued effectiveness of the ordinance requiring that rezonings or comprehensive plan amendments (or both) (1) that increase residential density in an overcrowded school zone and (2)



for which the school district cannot accommodate the expected additional students, take effect only upon approval by each local government located within the boundaries of that school zone?

\_\_\_\_\_ Yes

\_\_\_\_\_ No

***Section 2. Reaffirmation of the portion of Section 704 of the Orange County***

***Charter dealing with zoning or comprehensive plan amendments affecting overcrowded public schools.*** If the ballot question set forth in section 1 is approved by the voters of Orange County on November 6, 2012, then, effective January 1, 2013, section 704 of the Orange County Charter shall read as follows:

**Sec. 704. Conflict of county ordinances with municipal ordinances; preemption.**

A. Except as provided in this section, no county ordinance shall be effective within a municipality if the municipality maintains an ordinance covering the same subject matter, activity or conduct as the county ordinance.

B. County ordinances shall be effective within municipalities and shall prevail over municipal ordinances when:

1. The county sets minimum standards for (a) regulating adult entertainment and (b) protecting the environment by prohibiting or regulating air or water pollution, but only to the extent that such minimum standards are stricter than the applicable municipal standards.

2. The county ordinances provide that the county's and any municipality's rezonings or comprehensive-plan amendments (or both) that increase residential density are effective only upon approval by the governing boards of all significantly affected local governments when:

(a) The attendance zone for any public school to be affected by the increase in residential density lies only partly inside a municipality; and



78 (b) The school district cannot certify to  
80 the governing boards of all significantly affected local governments  
82 that the school, the attendance zone for which straddles a municipal  
84 boundary, can accommodate the additional students that will result  
86 from the increase in residential density.

86 The ordinance shall provide that the above-described rezonings and  
88 comprehensive-plan amendments take effect only upon approval of  
90 each significantly affected local government, whether the county or  
92 any municipality therein. The ordinance may include exceptions for  
94 *de minimis* impacts to the affected school(s) and such terms,  
96 requirements, limitations, exceptions, and other provisions that may  
98 be necessary or useful to protect property rights, comply with  
100 applicable law, and carry out the intent and purposes of this  
subsection.

96 Should a court of competent jurisdiction hold, after all appeals, that  
98 the ordinance does not afford the municipalities the same  
100 opportunity as the county to approve or deny the aforementioned  
comprehensive-plan amendments and rezonings when they are  
significantly affected local governments, the ordinance shall  
terminate and be of no further force and effect.

102 C. The intent of this section is that no person within a  
104 municipality shall be governed simultaneously by two sets of  
106 ordinances covering the same subject matter, activity or conduct,  
108 except in matters of minimum adult-entertainment standards, or  
110 pollution regulatory standards, or rezoning or comprehensive-plan  
amendments that affect public schools with attendance zones that  
straddle any municipal boundary. In absence of an ordinance  
within a municipality on a subject, the county ordinance on that  
subject shall govern.

112 ***Section 3. Non-reaffirmation of the portion of Section 704 of the Orange County***  
***Charter dealing with zoning or comprehensive plan amendments affecting overcrowded public***

114 ***schools.*** If the ballot question set forth in section 1 is not approved by the voters of Orange  
County on November 6, 2012, then, effective January 1, 2013, section 704 of the Orange County

116 Charter shall read as follows:



**Sec. 704. Conflict of county ordinances with municipal ordinances; preemption.**

A. Except as provided in this section, no county ordinance shall be effective within a municipality if the municipality maintains an ordinance covering the same subject matter, activity or conduct as the county ordinance.

B. County ordinances shall be effective within municipalities and shall prevail over municipal ordinances when the county sets minimum standards for (a) regulating adult entertainment and (b) protecting the environment by prohibiting or regulating air or water pollution, but only to the extent that such minimum standards are stricter than the applicable municipal standards.

C. The intent of this section is that no person within a municipality shall be governed simultaneously by two sets of ordinances covering the same subject matter, activity or conduct, except in matters of minimum adult-entertainment standards, or pollution regulatory standards. In absence of an ordinance within a municipality on a subject, the county ordinance on that subject shall govern.

**Section 4. Codification.**

(a) The wording of section 704 as set forth in section 2 of this ordinance shall be codified in the Orange County Code, if the ballot title and summary as set forth in section 1 is approved at a referendum. No other section shall be codified, but shall remain in full force and effect nonetheless.

(b) The wording of section 704 as set forth in section 3 of this ordinance shall be codified in the Orange County Code, if the ballot title and summary as set forth in section 1 is not approved at a referendum. No other section shall be codified, but shall remain in full force and effect



nonetheless.

**Section 5. Severability.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

**Section 6. Effective dates.** Section 2 of this ordinance shall take effect only if the ballot question is approved by vote of a majority of the qualified electors of Orange County, Florida, voting on the question set forth in section 1. Section 3 of this ordinance shall take effect only if the ballot question is not approved by vote of a majority of the qualified electors of Orange County, Florida, voting on the question set forth in section 1. Sections 1, 4, 5, and 6 of this ordinance shall become effective as provided by general law.

**ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2012.**

**ORANGE COUNTY, FLORIDA**  
By: Board of County Commissioners

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

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

By: \_\_\_\_\_  
Deputy Clerk

S:\VMonaco\ORDRES\School Overcrowding Charter Amendment Draft 5.docx



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS**

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

**A. Ordinance**

1. An Ordinance pertaining to Section 704 of the Orange County Charter

**B. Ordinance/Comprehensive Plan**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP)

**REGULAR CYCLE PRIVATELY INITIATED FUTURE  
LAND USE ELEMENT MAP AMENDMENTS**

- |              |  |
|--------------|--|
| 2012-1-A-1-1 | Kendell Keith, Planning Design Group, LLC for Susan D. Shaw & David H. Daniels - District 1<br>Village of Bridgewater SAP (Specific Area Plan) - (Estate District) ED/GB (Greenbelt) to (Townhome) TH/APT (Apartment)/GB (Greenbelt) |
| 2012-1-A-5-1 | Professional Design Associates, Inc. for Arbour Apartments, LLC- District 5<br>MDR (Medium Density Residential) to (Planned Development) PD-HDR (High Density Residential) (Student Housing)   |

**NOTE: The Comprehensive Plan amendments are available here:**

[ftp://ftp.onetgov.net/divisions/Growth\\_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf](ftp://ftp.onetgov.net/divisions/Growth_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf)

**For more information, please contact the Planning Division at (407) 836-5600.**

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE PRIVATELY INITIATED FUTURE LAND USE ELEMENT  
MAP AMENDMENT WITH CONCURRENT SUBSTANTIAL CHANGE**

2012-1-A-3-1 Professional Design Associates, Inc. for Econ Landing, LLP and Curry Ford Road Storage, LLC - District 3 MDR (Medium Density Residential) and (Planned Development) PD-C (Commercial)/LMDR (Low-Medium Density Residential)/CONS (Conservation) (Senior Adult Housing) to (Planned Development) PD-C (Commercial)/LMDR (Low-Medium Density Residential)/CONS (Conservation)

**Substantial Change**

✓Applicant: Bob Cantu, Econ Landing Planned Development (PD) Land Use Plan (LUP); amend plan; District 3

**NOTE: The Comprehensive Plan amendments are available here:**

[ftp://ftp.onetgov.net/divisions/Growth\\_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf](ftp://ftp.onetgov.net/divisions/Growth_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf)

**For more information, please contact the Planning Division at (407) 836-5600.**

✓ 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>.

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE PRIVATELY INITIATED FUTURE LAND USE ELEMENT  
MAP AMENDMENT WITH CONCURRENT REZONING**

2012-1-A-4-1 RS (Rural Settlement) 1/2 to (Planned Development) PD-C (Commercial)/O (Office)/MDR (Medium Density Residential)/TH (Townhome)/RS (Rural Settlement) 1/2; USA expansion and removal of a portion of the property from the Lake Hart/Lake Whippoorwill Rural Settlement

**Rezoning**

✓Applicant: Scott Stuart, KCG, Inc. for Multiple Owners, Lake Whippoorwill Landing; District 4

**REGULAR CYCLE STAFF INITIATED COMPREHENSIVE PLAN MAP  
AND TEXT AMENDMENTS**

2012-1-B-FLUE-1 Text amendment to Future Land Use Element Policy FLU1.2.4 regarding allocation of additional lands to the Urban Service Area (USA) - Countywide

2012-1-B-FLUE-2 Text amendment to Future Land Use Element Policy FLU8.1.4 establishing the maximum densities and intensities for proposed Planned Developments within Orange County- Countywide

**NOTE: The Comprehensive Plan amendments are available here:**

[ftp://ftp.onetgov.net/divisions/Growth\\_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf](ftp://ftp.onetgov.net/divisions/Growth_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf)

**For more information, please contact the Planning Division at (407) 836-5600.**

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**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**REGULAR CYCLE STAFF INITIATED COMPREHENSIVE PLAN MAP  
AND TEXT AMENDMENTS (Continued)**

- |                  |   |
|------------------|---|
| 2012-1-B-FLUE-4  | Text amendment to Future Land Use Element Policy FLU2.3.6 related to the conversion of residential uses to non-residential uses - Countywide  |
| 2012-1-B-FLUE-5  | Text amendments to the Future Land Use Element Policies FLU8.1.1(a), FLU8.1.1(c), and FLU8.2.5, and addition of Policies FLU8.2.5.1 and FLU8.2.5.2 related to inconsistent zoning and future land use designations and the associated requirements for rezonings and special exceptions- Countywide |
| 2012-1- B-FLUE-6 | Text update amendments to Future Land Use Element Objective and Policies (and corresponding Horizon West Town Center Specific Area Plan Policies) related to the Town Center area of Horizon West - District 1  |
| 2012-1-B-CP-1    | Text amendment to Future Land Use Element Policy FLU8.8.1 related to House Bill 7207- Countywide  |

**Ordinance**

2012-1 Regular Cycle Comprehensive Plan Amendments

**NOTE: The Comprehensive Plan amendments are available here:**

[ftp://ftp.onetgov.net/divisions/Growth\\_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf](ftp://ftp.onetgov.net/divisions/Growth_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf)

**For more information, please contact the Planning Division at (407) 836-5600.**

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**SMALL SCALE PRIVATELY INITIATED FUTURE LAND  
USE ELEMENT MAP AMENDMENTS**

2012-1-S-1-2	Michael Burkhalter for West Amelia Street Family, LLC- District 1 LDR (Low Density Residential) to C (Commercial)
2012-1-S-1-3	Orange County Public School (OCPS) for Marianne C. Greco- District 1 V (Village) to Village F SAP (Specific Area Plan) - School
2012-1-S-3-1	Rebecca Wilson, Lowndes, Drosdick, Doster, Kantor & Reed, P.A. for Lincoln B. Taylor, Lucille Idarola, and June and Robert A. Senay - District 3 (Planned Development) PD-O (Office) and LDR (Low Density Residential) to (Planned Development) PD-C (Commercial)
2012-1-S-3-2	Michael D. Harding for Jose A. & Eloilda Rivas- District 3 LMDR (Low-Medium Density Residential) to O (Office)
2012-1-S-4-1	Edward Williams - Williams Development Services, Inc. for Aidjing Chen Lai Trust District 4 O (Office) to C (Commercial)
2012-1-S-4-2	Edward Williams - Williams Development Services, Inc. for Daniel E. and Margaret T. Szymanski- District 4 LMDR (Low-Medium Density Residential) and O (Office) to O (Office) and C (Commercial)
2012-1-S-4-3	Causseaux, Hewett, & Walpole, Inc. for Nelson & Virginia Soto Revocable Family Trust - District 4 IND (Industrial) to C (Commercial)

**NOTE: The Comprehensive Plan amendments are available here:**

[ftp://ftp.onetgov.net/divisions/Growth\\_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf](ftp://ftp.onetgov.net/divisions/Growth_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf)

**For more information, please contact the Planning Division at (407) 836-5600.**

**CONTINUED**



**TUESDAY, JUNE 19, 2012**

**V. PUBLIC HEARINGS (Continued)**

**Public hearings scheduled for 2:00 p.m. (Continued)**

**B. Ordinance/Comprehensive Plan (Continued)**

2. Amending Orange County Code, adopting 2012-1 Regular Cycle and Small-Scale Cycle Amendments to the 2010-2030 Comprehensive Plan (CP) (Continued)

**SMALL SCALE PRIVATELY INITIATED FUTURE LAND  
USE ELEMENT MAP AMENDMENTS (Continued)**

- |              |  |
|--------------|--|
| 2012-1-S-4-4 | O'Reilly Automotive Inc. for Steak Quake Franchise Realty-Goldenrod, LLC - District 4<br>MDR (Medium Density Residential) to (Planned Development) PD-C (Commercial) |
| 2012-1-S-5-1 | Scott A. Glass, Esq. for Roxbury LLC- District 5<br>LDR (Low Density Residential) to O (Office)  |

**SMALL SCALE DEVELOPMENT PRIVATELY INITIATED AMENDMENT  
WITH CONCURRENT REZONING**

- |              |  |
|--------------|--|
| 2012-1-S-2-1 | Causseaux, Hewett, & Walpole, Inc. for Ramlee Holdings Limited Partnership - District 2<br>(Low Density Residential) LDR (RS) to (Commercial) C (RS) |
|--------------|--|

**Rezoning**

✓Applicant: Causseaux, Hewett, & Walpole, Inc. for Ramlee Holdings Limited Partnership, Zellwood Rural Settlement; District 2

**Ordinance**

2012-1 Small Scale Cycle Comprehensive Plan Amendments

**NOTE: The Comprehensive Plan amendments are available here:**

[ftp://ftp.onetgov.net/divisions/Growth\\_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf](ftp://ftp.onetgov.net/divisions/Growth_Management/pub/CUSTOMERS/Comprehensive%20Planning/2012-1%20BCC%20Adoption%20Public%20Hearing.pdf)

**For more information, please contact the Planning Division at (407) 836-5600.**

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**CONTINUED**





Interoffice Memorandum

DATE May 30, 2012

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

FROM: Jon V. Weiss, P.E., Director *JW*  
Growth Management Department

CONTACT PERSON: *Mitch Gordon*  
**Mitch Gordon, Manager, Zoning Division**  
**407-836-5896**

SUBJECT: June 19, 2012 – Appeal Hearing  
Applicant: Tony Rahbany  
BZA Case #SE-12-04-017, April 5, 2012; District #5

The applicant is appealing the Board of Zoning Adjustment's (BZA) recommendation to deny a children's day care center and an indoor recreation center.

On April 5, 2012 the applicant proposed a 14,000 sq. ft. child day care center serving up to 250 children and a 42,000 sq. ft. indoor recreation building serving up to 300 patrons.

The BZA had concerns about the adverse impacts the proposed uses would have to the nearby homes to the east. In addition they identified numerous parks and recreational facilities already existing within 2 miles of the subject site. The BZA concluded the request was not compatible with the surrounding land uses.

The applicant's appeal to the Board of County Commissioners (BCC) includes the children's day care center only. The recreation center has been eliminated from the plan. On June 6, 2012, a community meeting is scheduled to review and discuss the modified site plan.

If you have any questions regarding this matter, please contact Mitch Gordon at X-65896 or Rocco Relvini at X-65386.

The original Specific Project Expenditure Report and Relationship Disclosure Form are currently on file with the Clerk of the Board, in accordance with the requirements of Ordinance 2008-14. A copy is attached to this report.

JVW/MG:



**GROWTH MANAGEMENT DEPARTMENT  
ZONING DIVISION PUBLIC HEARING REPORT  
June 19, 2012**

The following is a public hearing on an appeal before the Board of County Commissioners on June 19, 2012 at 2:00 p.m.

**APPELLANT/APPLICANT:** Tony Rahbany - Little Angels Preschool & Child Care Center, LLC

**REQUEST:** Special Exception in R-1A zone to construct a 14,000 sq. ft. Children's Day Care Center, and a 45,000 sq. ft. Indoor/Outdoor Recreation Center.  
(NOTE: Children's Day Care Center for a maximum 275 children. Indoor/Outdoor Recreation Center for a maximum 333 patrons.)

**LOCATION:** Southeast corner of N. Dean Road and Buck Road, east of SR-417, 1/2 mile south of University Boulevard.

**TRACT SIZE:** 7.4 acres (two contiguous parcels)

**ZONING:** R-1A

**DISTRICT:** #5

**PROPERTIES NOTIFIED:** 174

**BOARD OF ZONING ADJUSTMENT (BZA) HEARING SYNOPSIS ON REQUEST:**

A revised site plan was submitted prior to today's hearing. The applicant amended the number of children for the day care center to 250 maximum and the number of patrons for the recreational center to 300 maximum. In addition, the applicant no longer proposes an outdoor recreation area in conjunction with the recreation center.

The applicant gave a presentation before the BZA and stated the proposed day care center and recreation center would be a benefit to the local economy by providing a tax base and jobs, and families from the immediate area will use the facilities.

At the hearing, 3 citizens spoke in favor of the request and 7 spoke in opposition. The opposition cited the following: noise/destroy quiet community atmosphere, additional traffic, commercial encroachment, proposed land use too intense, impact to the wetlands, development would decrease property value further, and residents would only support residential uses on the land and not any commercial use.



## **BZA # SE-12-04-017 - June 19, 2012**

Staff noted within 1-mile from the subject property is J. Blanchard Park and Blanchard Park YMCA. Within a 2 mile radius of the subject property a total of 6 parks and/or recreational facilities are located. Department of Children and Families (DCF) database indicated a total of 19 child daycare facilities (day care home and/or day care center) are located in the same zip code as the subject property. In addition, there are no lands zoned commercial between E. Colonial Drive and University Boulevard where the subject property is located. The nearest commercial zoned lands are on the major road or adjacent to a major road such as E. Colonial Drive and University Boulevard.

Staff received 8 commentaries in favor and 60 in opposition. The applicant submitted a signature petition in favor with 232 names, however, staff noted addresses listed with several names originated from Ocoee, Winter Park, Casselberry, Kissimmee and various zip codes throughout Orlando.

A signed petition opposing the request was submitted with 70 signatures. The signatures originated from addresses located in the surrounding area near the subject property.

The BZA concluded the request did not meet the Special Exception criteria and approval would be a detriment to neighboring property owners. And, although the applicant made concessions to garner support for the project, the project does not conform to the uses in the zoning district and was not consistent with the (CPP FLUM Map) comprehensive policy plan future land use map designation. The BZA also cited neighbors concerns, and stated the applicant's concept was good but the location was wrong. The request was unanimously denied.

### **BZA HEARING DECISION:**

A motion was made by Zachary Seybold, seconded by Johnny Alderman and unanimously carried to deny the Special Exception request in that the Board finds it did not meet the requirements governing Special Exceptions as spelled out in Orange County Code, Section 38-78, and that the granting of the Special Exception does adversely affect general public interest (unanimous).

### **ACTION REQUESTED:**

To deny the Special Exception request consistent with the recommendations of the Board of Zoning Adjustment



For Staff Use Only:

Initially submitted on 2/10/12

Updated On \_\_\_\_\_

Project Name (as filed) Tony Rahbany

Case or Bid No. SE-12-04-017

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

This lobbying expenditure form shall be completed in full and filed with all application submittals.  
This form shall remain cumulative and shall be filed with the department processing your application.  
Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: ☒

This is a Subsequent Form: \_\_\_\_\_

**Part I**

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

TONY RAHBANY, 10012 PORTALE AVE, ORL, FL 32825

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: N/A  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_

NOTE: If you have questions about THIS PAGE please contact Dana Crosby of the Orange County Legal Department at 407-836-7320.







For Staff Use Only:

Initially submitted on 2/10/12

Updated On

Project Name (as filed) Rahbany

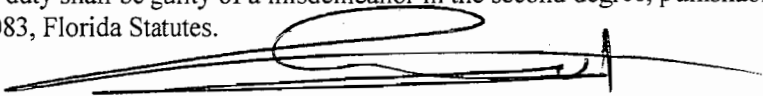
Case or Bid No. SC-12-04-017

### Part III

#### ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 2/10/12

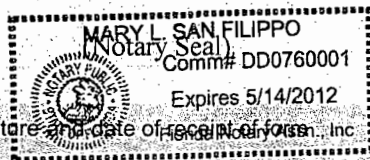
  
Signature of ☐ Principal or ☐ Principal's Authorized Agent  
(check appropriate box)

PRINT NAME AND TITLE: \_\_\_\_\_

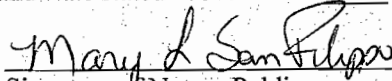
STATE OF FLORIDA :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 10 day of Feb, 2012 by Tony Rahbany. He/she is personally known to me or has produced personally known as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 10 day of February in the year 2012.



Staff signature and date of receipt of form

  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: 5/14/2012

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

NOTE: If you have questions about THIS PAGE please contact Dana Crosby of the Orange County Legal Department at 407-836-7320.



OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on 2/10/12

Updated on \_\_\_\_\_

Project Name (as filed) SE-12-04-017

Case Number Rabbanly

**RELATIONSHIP DISCLOSURE FORM**

**FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

This column for staff use only

**Part I**

**INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:**

Name: TONY RABBANLY

Business Address (Street/P.O. Box, City and Zip Code): 10012 PORTALE AVE  
ORLANDO, FL 32825

Business Phone (407) 256-9490

Facsimile (407) 382-2897

**INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:**

Name: N/A

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

**INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:**

(Agent Authorization Form also required to be attached)

Name: DARCY UNROE

Business Address (Street/P.O. Box, City and Zip Code): P.O. Box 60929  
ORL, FL 32869

Business Phone (407) 299-0650

Facsimile (407) 299-0651

NOTE: If you have questions about THIS PAGE please contact Dana Crosby of the Orange County Legal Department at 407-836-7320.



OC CE FORM 2D

FOR DEVELOPMENT-RELATED ITEMS (November 5, 2010)

For use after March 1, 2011

For Staff Use Only:

Initially submitted on 2/10/12

Updated on \_\_\_\_\_

Project Name (as filed) Rahbany

Case Number SE-12-04-017

**Part II**

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A  
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES ☒ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE  
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

\_\_\_ YES ☒ NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME  
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY  
MEMBER OF THE BCC? (When responding to this question please consider all  
consultants, attorneys, contractors/subcontractors and any other persons who may have  
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with  
obtaining approval of this item.)**

\_\_\_ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and  
explain the relationship:

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(Use additional sheets of paper if necessary)

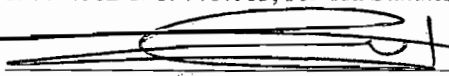
**NOTE: If you have questions about THIS PAGE please contact Dana Crosby of the  
Orange County Legal Department at 407-836-7320.**



For Staff Use Only:  
Initially submitted on 2/10/12  
Updated on \_\_\_\_\_  
Project Name (as filed) Rahbany  
Case Number SE-12-04-017

**Part III**  
**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

  
Signature of ☐ Owner, ☐ Contract Purchaser  
or ☐ Authorized Agent

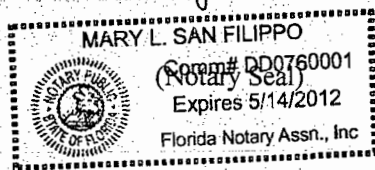
Date: 2/10/12

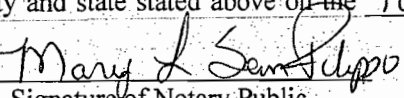
Print Name and Title of Person completing this form: TONY RAHBANY / OWNER

STATE OF FLORIDA :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 10 day of February, 2012 by Tony Rahbany. He/she is personally known to me or has produced personally known as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 10 day of February, in the year 2012.



  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires:  
5/14/2012

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

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ZONING DIVISION

MITCH GORDON, Manager

201 South Rosalind Avenue, 1st Floor • Reply To: Post Office Box 2687 • Orlando, Florida 32802-2687

407-836-5525 • Fax 407-836-5507

www.orangecountyfl.net

Tim Boldig  
Assistant Manager

Chief Planners

Carol Hossfield  
Permitting

Rocco Relvini  
Customer Relations

Bob Windom  
Project Review

**BOARD OF ZONING ADJUSTMENT APPEAL FORM**

DATE: 4/19/12

TO: Orange County Zoning Division

SUBJECT: CHILD CARE  
(BZA subject name)

I, TONY RAUBANY of LITTLE ANGELS  
(print or type name) (print or type company name)

Mailing Address: 10048 TAVISTOCK RD, ORL FL 32827

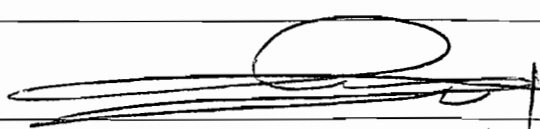
Telephone: 407-256-9490 Fax: 407-382-2897

respectfully request an appeal of the decision regarding public hearing in the name of  
CHILD CARE, RECREATION CENTER hearing number SE 12-04-017 rendered by the

BOARD OF ZONING ADJUSTMENT on 4-5-12  
(print date of hearing).

Reason for the Appeal (provide a brief summary or attach additional pages if necessary):

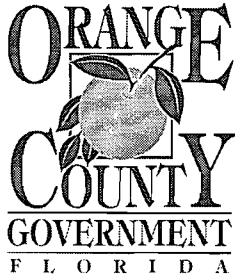
REQUESTING TO BUILD A CHILD  
CARE CENTER, MORE CONSISTENT  
WITH THE AREA.

Signature of Appellant: 

Fee: \$671.00 (make check payable to ORANGE COUNTY ZONING DIVISION)

NOTE: The Clerk of the Board will notify you of the date of your appeal. If you have any questions, please contact the Zoning Division at 407-836-5384.





STAFF REPORT  
CASE #SE-12-04-017  
Orange County Zoning Division  
Planner: Joy Rambaram  
Board of Zoning Adjustment  
BZA Hearing Date: April 05, 2012  
Commission District: 5

**GENERAL INFORMATION:**

APPLICANT: TONY RAHBANY

HEARING TYPE: Board of Zoning Adjustment

REQUEST: Special Exception in R-1A zone to construct a 14,000 sq. ft. Children's Day Care Center, and a 45,000 sq. ft. Indoor/Outdoor Recreation Center.

NOTE: Children's Day Care Center for a maximum 275 children. Indoor/Outdoor Recreation Center for a maximum 333 patrons.

LOCATION: Southeast corner of N. Dean Road and Buck Road, east of SR-417, 1/2 mile south of University Boulevard.

PARCEL ID: 08-22-31-0000-00-028, and 029

PUBLIC NOTIFICATION: 173

TRACT SIZE: 7.4 acres (two contiguous parcels)

DISTRICT #: 5

ZONING: R-1A

FLUM: LDR (Low-density residential)

EXISTING USE: Vacant - Undeveloped Land

PROPOSED USE: Children's Daycare Center, Indoor/Outdoor Recreation Center

**SURROUNDING USES:**

North: Vacant undeveloped land

South: Single family residences - Arbor Ridge Subdivision UT2

East: Single family residences - Arbor Ridge Subdivision UT1

West: West side of N. Dean Road; single family residences - Deans Reserve



## STAFF FINDINGS:

1. The applicant is proposing a children's daycare center and an indoor/outdoor recreation center. The daycare center will consist of a single story building 14,000 sq. ft. in size for a maximum 275 children. The indoor/outdoor recreation center will consist of a 45,000 sq. ft. single story building for a maximum 333 patrons.
2. The majority of proposed development will occur on the north side of the parcel. Development is limited on the southern parcel due to on-site wetlands.
3. Parking: The site plan reflects the minimum number of required parking spaces for the proposed land use. All parking spaces and drive aisles will be paved.
4. Daycare Center  
Hours of operation: Monday – Friday, 6a.m. to 7p.m.  
Capacity: Maximum 275 children  
Staff: 20 employees (part time and full time)
5. Indoor/Outdoor Recreation Center  
Hours of Operation: 7 days a week, 8a.m. to midnight  
Capacity: 333 patrons  
Staff: 15 employees (part time and full time)
6. The recreation center will be open to the general public and will cater to families. Indoor uses for the recreation center are; bowling, laser tag, inflatable rides (indoor) playground, snack bar/café, and kid's birthday party rooms. Outdoor uses proposed are the playground to support the children's daycare center. The applicant informed staff outdoor uses in conjunction with the recreation center should no longer be considered due to opposition received from neighboring property owners.
7. The Department of Children & Families (DCF) records indicates approximately 19 child daycare facilities (daycare homes and daycare centers) are located within the same zip code as the applicant's proposed site. There are two Orange County parks with both indoor and outdoor recreational uses located within 1.5 miles from the subject site; Blanchard Park/Blanchard Park YMCA, and Downey Park.
8. The applicant conducted a community meeting on March 21, 2012. There were approximately 18 residents from the immediate area in attendance. There was overwhelming opposition at the community meeting and residents voiced the following concerns: Noise, increased traffic, proposed land use too intense, decreased property values, congregating and trespassing by youths using the recreation center, lighting on adjacent homes, and only supports residential development at the site; not commercial.



### STAFF ANALYSIS:

1. Orange County Traffic Engineering indicated there is no roadway capacity for the proposed use. If this request were approved, the applicant would be required to meet traffic concurrency before any development can occur. Applicant is advised that due to the existing roadway conditions, building permits may not be issued for this project unless significant roadway improvements are completed by this applicant.
2. The subject property is zoned R-1A and designated Low Density Residential on the Comprehensive Policy Plan Future Land Use Map. These designations mean the property is zoned for detached single family houses and the future use of the land is detached single family use, similar to the uses surrounding this parcel. The proposed uses are not consistent with the on-site zoning and the CPP Future Land Use Map designation.
3. One of the purposes of the local zoning ordinance is to provide a level of certainty and expectation to surrounding property owners regarding adjacent land uses. The expectation of the surrounding property owners was and still is for this parcel to be developed as homes, not commercial uses.
4. The surrounding land uses are single family homes. The proposed uses are not compatible with the surrounding residential land uses.

### STAFF RECOMMENDATION:

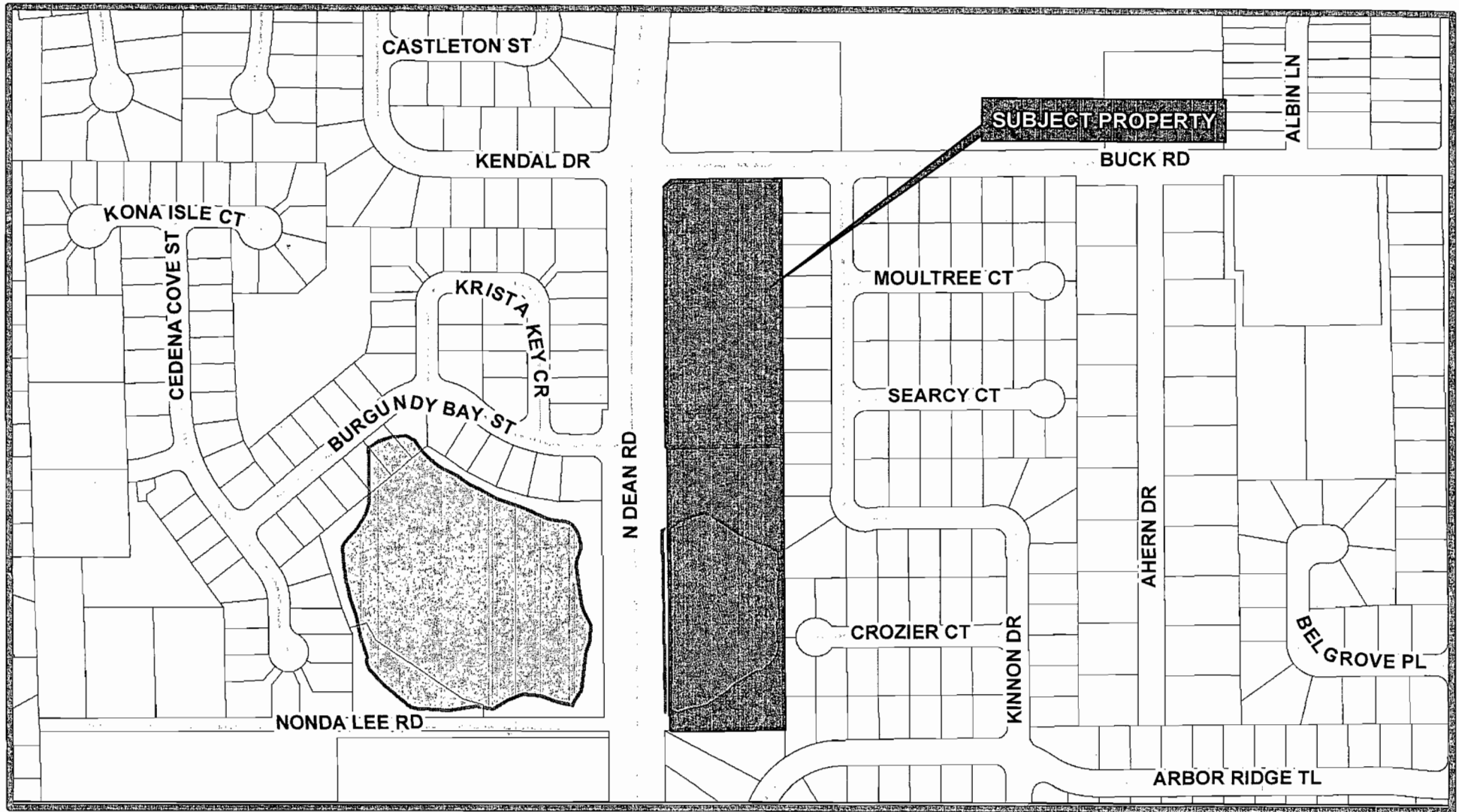
Staff does not support this Special Exception request and recommends denial. The applicant's request does not comply with the Special Exception criteria, specifically the following:

1. Section 38-78 (1) - *The use shall be consistent with the comprehensive policy plan.*
2. Section 38-78 (2) - *The use shall be similar and compatible with the surrounding area and shall be consistent with the pattern of surrounding development.*
3. Section 38-78 (3) - *The use shall not act as a detrimental intrusion into a surrounding area.*
4. Section 38-78 (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.*

Copy to: Applicant, BZA Members



# EXHIBIT A



## LEGEND



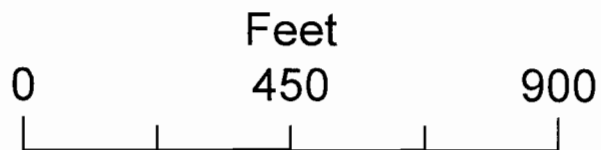
SUBJECT



Parcels



HYDROLOGY



1 inch = 314 feet





# Central Florida Family Center

## Project Description

The proposed project is for a Family Recreation & Daycare Center. Included are the following items:

- A Daycare / Pre-K facility with:
  - Approximately 12 classrooms
  - Computer/learning Center
  - On-site Kitchen and Cafeteria
  - Outdoor Playground
  - Capacity for 250 students
- An Recreation Facility with:
  - Employee Controlled Access
  - Indoor Playground
  - Indoor Inflatable Amusement Rides
  - Indoor Kids Birthday Party Rooms
  - Indoor Snack Bar/ Café
  - Hours of Operation - 8 AM to 12 PM

## Site Statistics

General Information  
Total Site Area: 7.42 Ac (323,048 sf)  
Wetlands Area: 1.68 Ac (72,384 sf)

Zoning Classification: R-1A  
Future Land Use: Low Density Residential

Gross Floor Areas  
Daycare Building - 14,000 sf  
Recreation Building - 42,000 sf  
Total GFA - 56,000 sf  
Total FAR - 0.17

Setbacks	Required	Provided
Front (W)	20.0'	81.8'
Rear (E)	25.0'	39.3'
Side (S)	7.5'	691.9'
Side Street(s)	15.0'	80.9'

Parking Required  
250 students @ 1 per 10 students = 25 spaces  
Additional for drop off = 2 spaces  
300 patrons @ 1 per 3 patrons = 100 spaces  
10 employees @ 1 per 1 employee = 10 spaces  
Total spaces required = 137 spaces  
Included HCCP Req'd (125-150 range) = 9 spaces

Drop off Area (4,140 sf equivalent to 23 spaces)

Parking Provided  
Standard Spaces - 137 spaces  
Handicapped Spaces - 3 spaces  
Total spaces provided - 140 spaces

Impervious Areas	Pre	Post
Building Footprint	0 sf	56,000 sf
Parking and Access	0 sf	52,081 sf
Walks, Pads and Misc.	0 sf	4,892 sf
Total Impervious	0 sf	112,973 sf
Percent Impervious	0.0%	34.9%

Parcel 1: 08-22-31-0000-00-028  
Parcel 2: 08-22-31-0000-00-029

## Legal Description

Parcel 1

The West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 22 South, Range 31 East, Orange County, Florida, LESS the West 75.00 feet for right of way.

AND Parcel 2

The West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 22 South, Range 31 East, Orange County, Florida.

Less and except the following parcel taken by order of taking recorded in Official Records Book 4382, Page 3747 and in Final Judgement recorded in Official Records Book 4833, page 1959, Public Records of Orange County, Florida, described as follows:  
Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 22 South, Range 31 East, Orange County, Florida; run thence N89°20'22"E along the South line of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, a distance of 30.00 feet to the existing Easterly right of way line of Dean Road and a Point of Beginning; thence N00°18'47"W along said right of way line, a distance of 537.28 feet to the point of curvature of a curve concave Easterly having a radius of 2834.79 feet; thence Northerly along said curve through a central angle of 02°11'10", for a distance of 108.17 feet to the North line of the Southwest 1/4 of Section 8; thence departing the existing Easterly right of way line of Dean Road run N89°22'43"E along said North line, a distance of 297.99 feet to the East line of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S00°18'47"E along said East line a distance of 35.00 feet; thence S89°22'43"W a distance of 244.08 feet; thence S45°13'53"W a distance of 21.53 feet to a point on a curve concave Easterly and having a radius of 2784.79 feet; thence from a tangent bearing of S00°53'00"W run Southerly along said curve through a central angle of 01°11'47" for a distance of 58.36 feet to a point of tangency; thence S00°18'47"E a distance of 537.03 feet to the South line of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S89°20'22"W a distance of 40.00 feet to the Point of Beginning.

Adjacent Zoning: P-D  
Adjacent Land Use: LD Res  
Subdivision: Arbor Ridge Unit 1



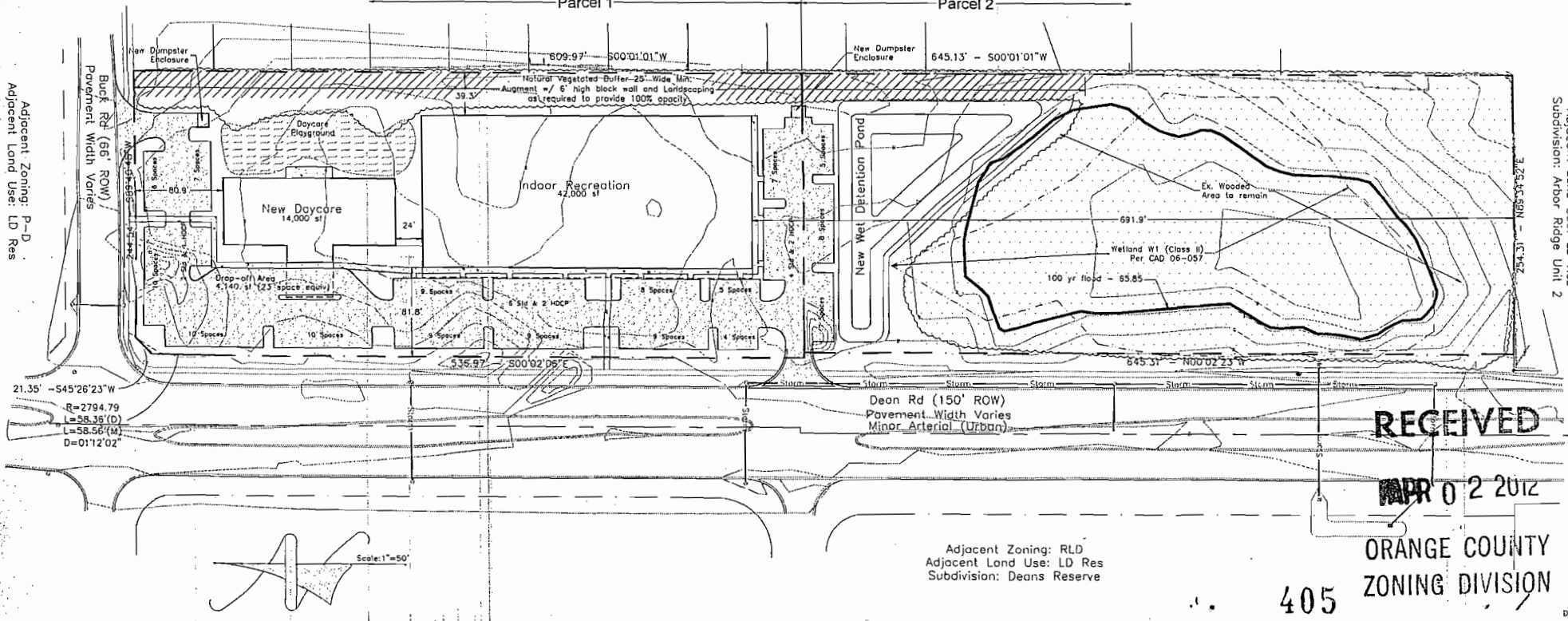
## Schedule of Drawings

CD + Special Exception Site Plan  
P1/1 Floor Plans & Elevations

Developer:  
Mr. Tony Ralston  
10014 Portale Ave  
Orlando, Florida 32825  
Ph (407) 823-8488  
Fx (407) 382-2897

Architect:  
Mr. Allen Arthur  
301 North Fern Creek Ave  
Orlando, FL 32803  
Ph (407) 896-6711  
Fx (407) 896-3770

**BZA**  
**SITE PLAN**  
**(ORIGINAL)**



Adjacent Zoning: P-D  
Adjacent Land Use: LD Res  
Subdivision: Arbor Ridge Unit 2

RECEIVED

APR 02 2012

ORANGE COUNTY  
ZONING DIVISION

405

Adjacent Zoning: RLD  
Adjacent Land Use: LD Res  
Subdivision: Deans Reserve



# Central Florida Family Center

Parcel 1: 08-22-31-0000-00-028  
Parcel 2: 08-22-31-0000-00-029

## Project Description

The proposed project is for a Family Recreation & Daycare Center. Included are the following items:

- A Daycare / Pre-K facility with
- Approximately 12 classrooms
- Computer/Reading Center
- On-site Kitchen and Cafeteria
- Outdoor Playground
- Capacity for 250 students

## Site Statistics

**General Information**  
Total Site Area: 7.72 AC (333,049 sq ft)  
Mortgage Area: 1.66 AC (72,394 sq ft)  
Zoning Classification: R-1A  
Future Land Use: Low Density Residential

**Grass/Floor Areas**  
Grass/Floor Existing: 14,000 sq ft  
Total: 0.04  
**Grass/Floor**  
Front (ft): 23.0' 85.7'  
Rear (ft): 25.0' 95.7'  
Side (ft): 15.0' 60.0'

**Parking Required**  
250 students, 1 per 5 students = 50 spaces  
Included HCCP Req'd (50-75 range) = 3 spaces  
**Parking Provided**  
Existing Spaces: 60 spaces  
New Spaces: 2 spaces  
Total Spaces Provided: 62 spaces

**Interpretation Areas**  
Building Footprint: 14,000 sq ft  
Parking and Access: 0.17' 30,942 sq ft  
Wetland, Pond, and Other: 0.17' 3,025 sq ft  
Total Interpretation: 0.17' 47,017 sq ft  
Percent Interpretation: 0.04 14.91

## Open Space Calculations

Required Open Space (Residential): 40'  
Provided Open Space  
Category A (Unimproved): 0.11 AC  
Category A (Playground): 0.31 AC  
Category A (Landscaping): 0.45 AC  
Category C (Comprehensive): 1.16 AC  
Total Open Space: 4.46 AC (82.1%)

## Legal Description

### Parcel 1

The West 1/2 of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 22 South, Range 31 East, Orange County, Florida, LESS the West 75.00 feet for right of way.

### Parcel 2

The West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 22 South, Range 31 East, Orange County, Florida.

Less and except the following parcel taken by deed of conveyance recorded in Official Records Book 4382, Page 3747 and in Final Judgment recorded in Official Records Book 4633, page 1959, Public Records of Orange County, Florida, described as follows:

Commence at the Southwest corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8, Township 22 South, Range 31 East, Orange County, Florida; run thence N89°20'22"E along the South line of the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of Section 8, a distance of 30.00 feet to the existing Easement right of way line of Dean Road and a Point of Beginning; thence N00°18'47"W along said right of way line, a distance of 537.38 feet to the point of curvature of a curve concave Easement having a radius of 2534.78 feet, thence northerly along said curve through a central angle of 02°11'10" for a distance of 108.17 feet to the North line of the Southwest 1/4 of Section 8; thence departing the existing Easement right of way line of Dean Road run N89°22'43"E along said North line, a distance of 287.09 feet to the East line of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S00°18'47"E along said East line a distance of 35.00 feet; thence S89°22'43"W a distance of 244.08 feet; thence S45°13'53"W a distance of 213.53 feet to a point on a curve concave Easement and having a radius of 2794.78 feet; thence from a tangent bearing of S00°53'00"W run southerly along said curve through a central angle of 01°11'47" for a distance of 58.38 feet to a point of tangency; thence S00°18'47"E a distance of 537.03 feet to the South line of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 8; thence S89°20'22"W a distance of 40.00 feet to the Point of Beginning.

Adjacent Zoning: P-D  
Adjacent Land Use: LD Res  
Subdivision: Arbor Ridge Unit 1



Location Plan  
Long: 81° 14' 40" Lat: 28° 35' 15"  
Site: 08-22-31 Scale: N.T.S.

**Schedule of Drawings**  
C0 - Special Ex  
P1/1 - Floor Plan

**Developer:**  
Mr. Tony Ransbury  
10014 Portia Ave.  
Orlando, Florida 32825  
Ph: (407) 823-9488  
Fx: (407) 823-2897

**Architect:**  
Mr. Alan Arthur  
301 North Fern Creek Avenue  
Orlando, FL 32803  
Ph: (407) 898-9711  
Fx: (407) 898-3770

**Engineer:**  
Darryl L. Jones  
P.O. Box  
Orlando, FL 32803  
Ph: (407) 823-9488  
Fx: (407) 823-2897

**Surveyor:**  
Seth K. Jones  
S408 E  
Orlando, FL 32803  
Ph: (407) 823-9488  
Fx: (407) 823-2897

**BCC**  
**SITE PLAN**

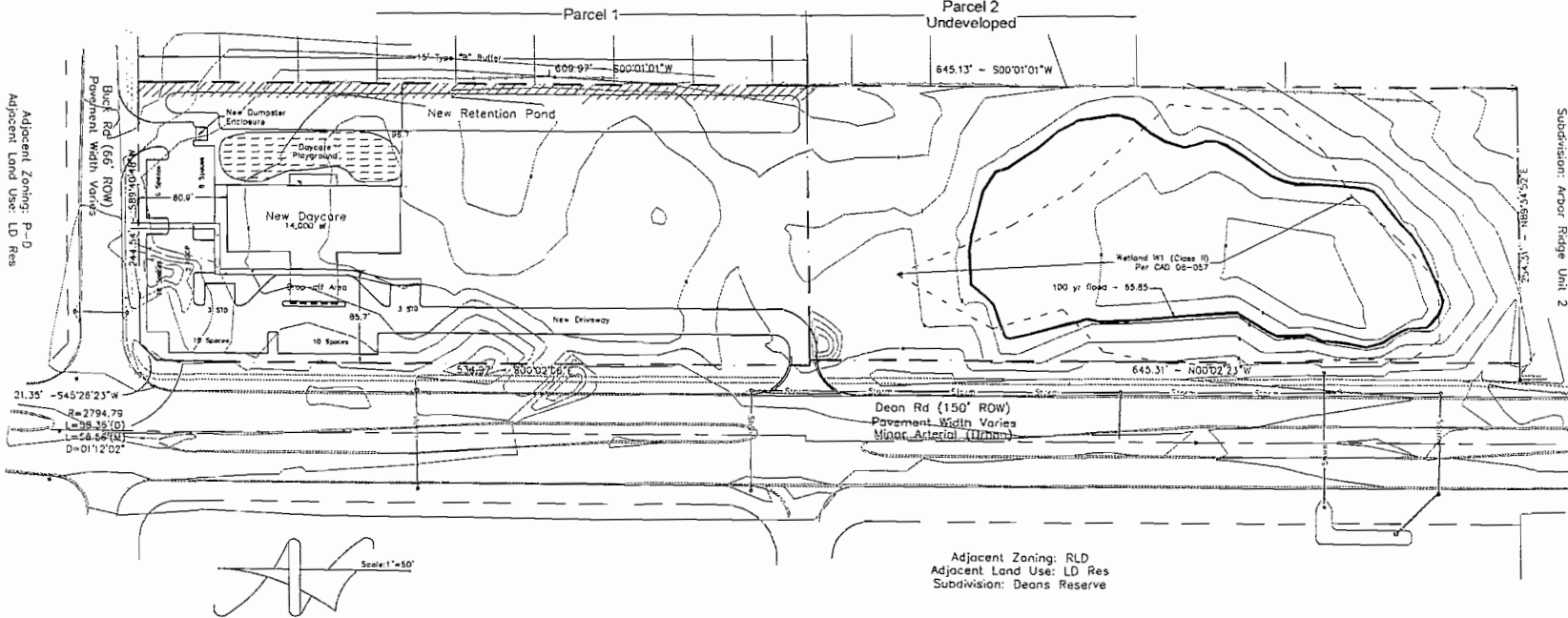
**(PROPOSED)**  
Civil Engineering/Scientific Evaluation  
P.O. Box 60042, Orlando, FL 32860-0042  
North American Number - 888-888-8888 ph: (407) 299-0060

**Special Exception Site Plan**  
**Central Florida Family Center**  
10000 Buck Road, Orlando, Florida 32817

DP Drawn  
DP Checked  
1"=50' Scale  
02/08/12 Date  
BRDC-C0 File

Proj. No.  
**C0**

1 of 2



Adjacent Zoning: RLD  
Adjacent Land Use: LD Res  
Subdivision: Deans Reserve

Adjacent Zoning: P-D  
Adjacent Land Use: LD Res  
Subdivision: Arbor Ridge Unit 2



**ENVIRONMENTAL PROTECTION DIVISION  
PUBLIC HEARING REPORTS  
JUNE 19, 2012**

**WAWA INC., CONSERVATION AREA IMPACT APPLICATION – DISTRICT 1**

The applicant, Wawa Inc., is requesting a Conservation Area Impact Permit to impact a 0.16-acre portion of Class I wetlands associated with Lake Chapin. The project site is located at the northeast intersection of West Irlo Bronson Memorial Highway and Avalon Road. The Parcel ID(s) for the site are 31-24-27-0306-03-020, 31-24-27-0306-03-050, 31-24-27-0306-03-040, 31-24-27-0306-03-070, 31-24-27-0306-03-060, and 31-24-27-0306-03-030. Attachment A is a location map. The subject property is located in Orange County Commission District 1.





## Interoffice Memorandum

**AGENDA      ITEM**

June 8, 2012

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

FROM: Lori Cunniff, Manager  
Environmental Protection Division

SUBJECT: **WAWA INC. CONSERVATION AREA IMPACT PERMIT APPLICATION**

### **Reason For Public Hearing**

The applicant, Wawa Inc., is requesting a Conservation Area Impact Permit to impact a 0.16-acre portion of Class I wetlands associated with Lake Chapin.

### **Location of Property/Legal Description**

The project site is located at the northeast intersection of West Irlo Bronson Memorial Highway and Avalon Road. The Parcel ID(s) for the site are 31-24-27-0306-03-020, 31-24-27-0306-03-050, 31-24-27-0306-03-040, 31-24-27-0306-03-070, 31-24-27-0306-03-060, and 31-24-27-0306-03-030. Attachment A is a location map. The subject property is located in Orange County Commission District 1.

### **Public Hearing Notifications**

Notification of the public hearing was sent certified mail to the applicant and agent on June 8, 2012. Notification of adjacent property owners is not required.

### **Staff Findings**

Pursuant to Orange County Code, Chapter 15, Article X, the Environmental Protection Division (EPD) staff has evaluated the proposed impacts and reviewed the proposed site plan and recommends approval. The application and site plan are included as Attachment B.

The applicant, Wawa Inc., is proposing to develop a Wawa market that includes gas pumps. The property is 10.16 acres and contains 0.79 acre of forested wetlands and 5.67 acres of surface waters associated with Lake Chapin. The applicant is proposing to impact 0.16 acre of Class I wetlands in order to construct a portion of the dry retention pond and a driveway access to West Irlo Bronson Memorial Highway.

As stated in Chapter 15, Article X, the removal, alteration or encroachment within a Class I conservation area shall only be allowed in cases where no other feasible or practical alternatives exist that will permit a reasonable use of the land or where there is an over-riding public benefit.



The protection of Class I conservation areas shall be the prime objective of the basis for review of all proposed alterations, modifications, or removal of these areas. When encroachment, alteration or removal of a Class I conservation is permitted, habitat compensation or mitigation as a condition of development approval shall be required.

Due to the constraints of the parcel location, two access points along Avalon Road are not practical. In addition, the location of the driveway connection from the property to West Irlo Bronson Memorial Highway is in the approved location as ordered in a mediated settlement with Florida Department of Transportation. The applicant has demonstrated that the second access point is to meet industry safety standards by allowing large transport trucks to maneuver through the project site and eliminating the need for reverse maneuvers.

Based on the configuration of these five lots, and the related improvements, the applicant has demonstrated that no other feasible or practical alternatives exist that will permit a reasonable use of the land. The impact has been minimized and the proposed mitigation plan meets the objective of protection, preservation, and continued viability of the Class I conservation area.

Finally, the proposed mitigation plan, which includes the purchase of 0.11 credits from the Reedy Creek Mitigation Bank, and the preservation of the remaining onsite wetland and upland buffer (1.05 acres total), is sufficient to offset the functional loss of the proposed impact.

### **Enforcement Action**

There has not been enforcement action taken by EPD on the subject property.

### **Staff Recommendation**

Approval of this wetland impact permit subject to the following conditions:

#### **Specific Conditions:**

1. This permit shall become final and effective upon expiration of the thirty (30) calendar day period following the date of rendition of the Board of County Commissioners' decision approving the permit, unless a petition for writ of certiorari or other legal challenge has been filed within this timeframe. Any timely filed petition or other challenge shall stay the effective date of this permit until the petition or other challenge is resolved in favor of the Board's decision.
2. The wetland impacts must be completed in accordance with sheet 2 of 2 of the plans prepared by Stillwater Technologies, as dated as received by the Environmental Protection Division (EPD) on March 30, 2012. Construction shall be completed within five years from issuance of this permit unless extended in writing. Requests for permit extension must be submitted to the Environmental Protection Division (EPD) prior to the expiration date.
3. Mitigation shall include the purchase of 0.11 mitigation credit and the preservation of onsite upland buffer and wetlands that is a minimum 1.05 acres in size.
4. Conservation areas shall be clearly marked with signage that identifies the wetland and upland buffer. These signs shall be installed every 50 feet on any open space and on



every other individual lot line. The signage shall conform to the detail and located as shown on Conservation Area Impact Plan - Proposed, dated April 10, 2012. The signs shall be installed prior the Certificate of Completion.

5. Prior to initiating any construction within the wetlands to be impacted, EPD shall receive a Certificate of Credit purchase from Reedy Creek Mitigation Bank stating that the transaction regarding the transfer of 0.11 mitigation credits has been completed.
6. In the event that the permittee does not successfully complete the transaction to obtain the requisite 0.11 credits from the Reedy Creek Mitigation Bank, the permittee shall obtain a permit modification from the Environmental Protection Officer to provide alternative mitigation for the wetland impacts prior to the commencement of any construction activities.
7. Prior to plat approval, this permit requires the recording of a conservation easement in the public records of Orange County, and when applicable, notation of the conservation easement on the corresponding plat. The conservation easement shall be dedicated to Orange County and cannot be recorded unless and until the conservation easement is accepted and approved by the Orange County Board of County Commissioners. The conservation easement shall include restrictions on the real property pursuant to the requirements set forth below:
  - a) The conservation easement shall include restrictions on the real property pursuant to Section 704.06, Florida Statutes. The conservation easement cannot be recorded unless and until the conservation easement is accepted and approved by the Orange County Board of County Commissioners.
  - b) Within thirty days of issuance of this permit, the permit holder shall provide to EPD for review and written approval a copy of the surveyor's sketch and legal description of the area to be encumbered by the conservation easement pursuant to the County-approved mitigation plan. The Orange County Surveyor must approve the sketch of description and legal description. The permit holder shall ensure that the conservation easement identifies and is executed by the correct grantor who must hold sufficient record title to the land encumbered by the conservation easement. Accordingly, when the permit holder submits the surveyor's sketch and legal description, the permit holder shall contemporaneously submit current evidence of title of the proposed easement area to EPD. The evidence of title is subject to review and approval by the Orange County Real Estate Management Division.
  - c) If impacts to an upland defined as River Corridor Protection Zone (Chapter 15, Section 15-443(1), or as required per Chapter 15, Article XI, Section 15-442(f), or to a wetland or surface water for which mitigation is required are authorized to occur in discrete phases, the areas to be preserved to offset such impacts may be placed under a conservation easement in phases, such that impacts are offset immediately prior to the commencement of work within the phase that the impacts are permitted to occur. Such phasing of preservation shall only occur if it has been proposed in the mitigation plan and approved by the permit. A



surveyor's sketch of description and legal description of the area to be placed under conservation easement immediately prior to commencement of each phase shall be submitted in accordance with paragraph (a) above.

- d) The conservation easement shall be in a form approved by the Orange County Attorney's Office and the Orange County Real Estate Management Division and provided to the permittee. Pursuant to Section 704.06, Florida Statutes, the conservation easement shall prohibit all construction, including clearing, dredging, or filling, except that which this permit specifically authorizes. The conservation easement shall contain the provisions set forth in Florida Statutes section 704.06(1)(a) through (h). The conservation easement shall contain provisions that grant the County the right to access and inspect the conservation easement area, and to enforce the terms and conditions of the conservation easement. Unless specifically prohibited by law, the conservation easement shall include a provision whereby the permit holder shall warrant title and agree to defend the same. The Grantor shall not amend the conservation easement without approval by the Orange County Board of County Commissioners.
- e) If the grantor of the conservation easement is a partnership, the partnership shall provide to EPD a partnership affidavit stating that the person executing the conservation easement has the legal authority to convey an interest in the partnership land.
- f) If there exist any mortgages on the land, the permit holder shall also have each mortgagee execute a consent and joinder of mortgagee subordinating the mortgage to the conservation easement which shall be subject to review and approval of the County Attorney's Office and the Real Estate Management Division. The consent and joinder of mortgagee shall be recorded simultaneously with the conservation easement in the public records of Orange County at the permit holder's sole expense.
- g) Upon approval of the final executed documents by Orange County, the conservation easement shall be scheduled to be heard by the Orange County Board of County Commissioners. Upon approval by the Board of County Commissioners, the easement and its attachments shall be recorded in the public records of Orange County, at the permit holder's sole expense.
- h) Prior to lot or parcel sales, all changes in direction of the easement area boundaries must be permanently marked by monument above ground on the project site. The location, form, and material of the monuments shall be subject to the review and approval of EPD.
- i) At least forty-five days prior to (1) the sale of any lot or parcel; (2) the recording of the subdivision plat; or (3) use of the infrastructure for its intended use, whichever first occurs, the permit holder shall submit to EPD a copy of the preliminary plat depicting the area to be encumbered by the conservation easement.



8. No community ramps or docks are permitted on Lake Chapin.
9. Prior to any filling within the 100-year flood zone a Flood Plain Permit may be required from the Orange County Stormwater Management authorizing the fill.
10. The permittee shall notify EPD, in writing, within thirty days of any sale, conveyance, or other transfer of ownership or control of the real property subject to this permit. The permittee shall remain liable for all permit conditions and corrective actions that may be required as a result of any permit violations which occur prior to the transfer of the permit by Orange County to a subsequent owner. If applicable, no permit shall be transferred unless and until adequate financial assurance has been provided and approved by Orange County.
11. For one acre or more of disturbed land, a National Pollutant Discharge Elimination System Notice of Intent to use a Construction General Permit for stormwater discharges shall be completed and sent to EPD and copied to the EPD National Pollutant Discharge Elimination System Administrator prior to start of construction.
12. All excess lumber, scrap wood, trash, garbage, etc., shall be removed from the preservation areas and/or surface water(s) immediately.

General Conditions:

13. Subject to the terms and conditions herein, the permittee is hereby authorized to perform or cause to be performed, the impacts shown on the application and approved drawings, plans, and other documents attached hereto or on file with EPD. The permittee binds itself and its successors to comply with the provisions and conditions of this permit. If EPD determines at any time that activities, including without limitation the performance of the required mitigation, are not in accordance with the conditions of the permit, work shall cease and the permit may be revoked immediately by the Environmental Protection Officer. Notice of the revocation shall be provided to the permit holder promptly thereafter.
14. Prior to construction, the permittee shall clearly designate the limits of construction on-site. The permittee shall advise the contractor that any work outside the limits of construction, including clearing, may be a violation of this permit.
15. Construction plans shall be submitted to EPD prior to initiating any construction activities for review and approval. The construction plans shall include, but are not limited to, a site plan clearly depicting the location and acreage of the impacts and preservation.
16. The permittee shall require the contractor to maintain a copy of this permit, complete with all approved drawings, plans, conditions, attachments, exhibits, and modifications in good condition at the construction site. The permittee shall require the contractor to review the permit prior to commencement of the activity authorized by this permit. The complete permit shall be available upon request by Orange County staff.



17. Issuance of this permit does not warrant in any way that the permittee has riparian or property rights to construct any structure permitted herein and any such construction is done at the sole risk of the permittee. In the event that any part of the structure(s) permitted herein is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with adjacent property owner's riparian or other property rights, permittee agrees to either obtain written consent or to remove the offending structure or encroachment within sixty days from the date of the adjudication. Failure to comply shall constitute a material breach of this permit and shall be grounds for its immediate revocation.
18. This permit does not release the permittee from complying with all other federal, state, and local laws, ordinances, rules and regulations. Specifically, this permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities upon property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 15, Article X of the Orange County Code. If these permit conditions conflict with those of any other regulatory agency the permittee shall comply with the most stringent conditions. Permittee shall immediately notify EPD of any conflict between the conditions of this Permit and any other permit or approval.
19. The permittee is hereby advised that Section 253.77, Florida Statutes, states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
20. Should any other regulatory agency require changes to the property, permitted activities, or approved mitigation, the permittee shall provide written notification to EPD of the change prior to implementation so that a determination can be made whether a permit modification is required.
21. EPD shall have final construction plan approval to ensure that no modification has been made during the construction plan process.
22. The permittee shall immediately notify EPD in writing of any previously submitted information that is later discovered to be inaccurate.
23. EPD staff, with proper identification, shall have permission to enter the site at any reasonable time to either, at a minimum: inspect, sample, or test to ensure conformity with the plans and specifications approved by the permit.
24. The permittee shall hold and save the County harmless from any and all damages, claims or liabilities, which may arise by reason of the activities authorized by the permit.



25. All costs, including attorney's fees, incurred by the County in enforcing the terms and conditions of this permit shall be required to be paid by the permittee.
26. Permittee agrees that any dispute arising from matters relating to this permit shall be governed by the laws of Florida, and initiated only in Orange County.
27. Turbidity and sediments shall be controlled to prevent violations of water quality pursuant to Rule 62-302.500, 62-302.530(70) and 62-4.242 Florida Administrative Code (FAC). Best Management Practices, as specified in the Florida Stormwater, Erosion, and Sedimentation Control Inspector's Manual, shall be installed and maintained at all locations where the possibility of transferring suspended solids into wetlands and/or surface waters due to the permitted activity. If site-specific conditions require additional measures, then the permittee shall implement them as necessary to prevent adverse impacts to wetlands and/or surface waters.

**ACTION REQUESTED: Approval of the permit as recommended by staff.**

 CC/NT/ER/LC: mn

Attachments

c: Ajit Lalchandani, County Administrator  
Chris Testerman, Assistant County Administrator  
Melvin Pittman, Director, Community and Environmental Services Department  
Joel D. Prinsell, Deputy County Attorney



# Conservation Area Impact Permit Request



## Conservation Area Impact Permit Request

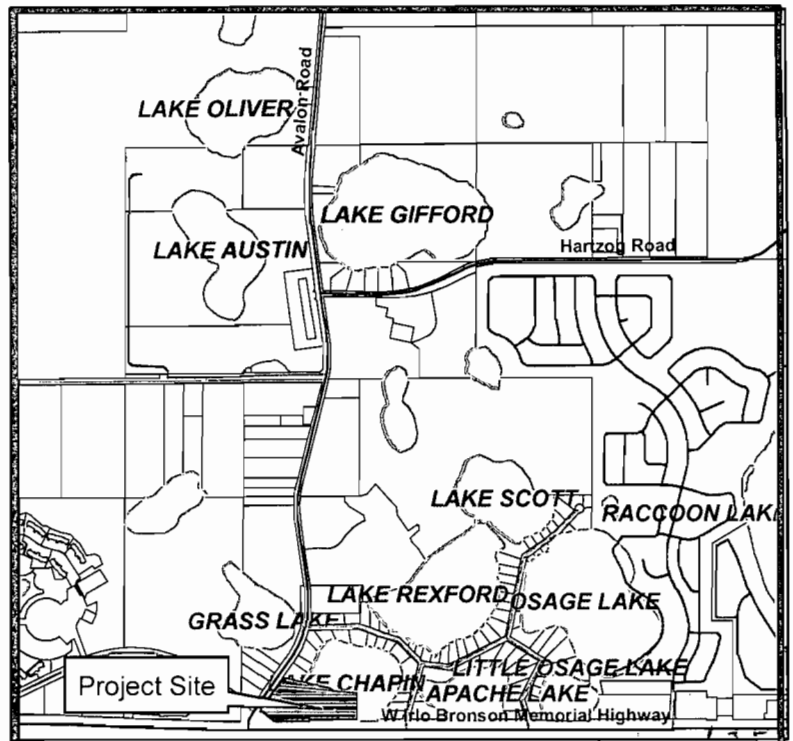
District #1

Applicant: Wawa Inc

Parcel IDs: 31-24-27-0306-03-020  
 31-24-27-0306-03-030  
 31-24-27-0306-03-040  
 31-24-27-0306-03-050  
 31-24-27-0306-03-060  
 31-24-27-0306-03-070

Project Site

Property Location ●

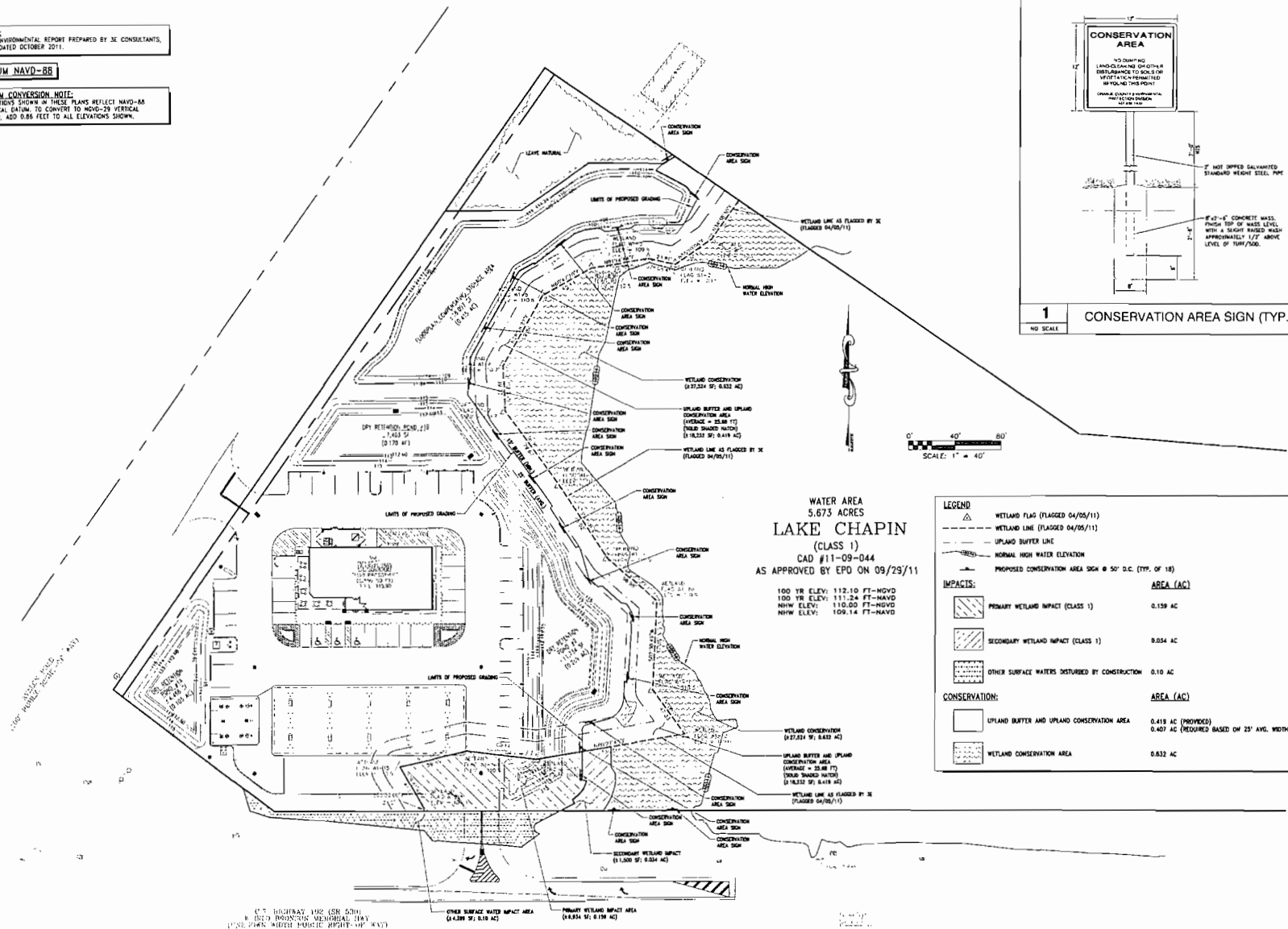




NOTE:  
SEE ENVIRONMENTAL REPORT PREPARED BY SE CONSULTANTS,  
INC., DATED OCTOBER 2011.

DATUM: NAVD-88

DATUM CONVERSION NOTE:  
ELEVATIONS SHOWN IN THESE PLANS REFLECT NAVD-88  
VERTICAL DATUM. TO CONVERT TO MGD-29 VERTICAL  
DATUM, ADD 0.86 FEET TO ALL ELEVATIONS SHOWN.



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Stillwater Technologies, Inc.  
FL Cir. of Auth. #520  
Frederick A. Hilsen, P.E.  
FL Reg. #00010  
Date

PREPARED FOR:  
**Wawa**  
201 Hillview Avenue  
Winter Garden, FL 34787  
(817) 286-7222 Fax

CONSERVATION AREA IMPACT  
PLAN - PROPOSED  
WAWA CONVENIENCE STORE  
US-192 & Avalon Road  
Winter Garden, Orange County, FL

stillwater  
TECHNOLOGIES  
201 Hillview Avenue  
Winter Garden, FL 34787  
(817) 286-7222 Fax

REV. DATE BY COMMENTS  
0 03/27/12 SML SML FOR ADJUST APPROVAL

PROJECT # 464-001B  
DRAWN: SML  
APPROVED: FAR  
DATE: 03/27/12  
SCALE: 1" = 40'  
SHEET NAME:  
--  
SHEET: 2 of 2



CK 10295 11236



Environmental Protection  
Division

RLT 2053

RECEIVED  
O.C. ENVIRONMENTAL  
PROTECTION DIVISION

2012 MAR 30 PM 4:26

## APPLICATION FOR CONSERVATION AREA IMPACT PERMIT

Mail/Deliver To: Orange County Environmental Protection Division  
800 Mercy Drive, Suite 4, Orlando, FL 32808

CAI-12-04-009

### PROCESSING FEES:

- | \$540.00 - Single Family
- | x \$1,236.00 - Non Single Family < 10 acres of impact
- | \$1,957.00 - Non Single Family 10 - 50 acres of impact
- | \$4,326.00 - Non Single > 50 acres of impact
- | \$397.00 - Variance or Appeal

TOTAL WETLAND IMPACT ACREAGE

.26 .16

Make Checks Payable to the Board of County Commissioners

### OWNER(S) OF THE LAND

Name: Oscar C. Duke TR; Karlene Duke TR; Paul Bloom TR; Craig D. Reisinger and Linda Reisinger

Title and Company: represented by Alan Duke

Address: 4070 Aloma Avenue, Suite 1030

City: Winter Park State: FL Zip: 32792

Telephone and Fax: (407) 740-0057 Email: aduke@dukerealestate.com

### ENTITY TO RECEIVE PERMIT (IF OTHER THAN OWNER)

Name: Mr. Scott Kearney

Title and Company: Real Estate Engineer, Wawa Inc.

Address: 2631 Quarry Stone Ct.

City: Oviedo State: FL Zip: 32765

Telephone and Fax: (407) 408-6177 Email: scott.kearney@wawa.com

### AGENT AUTHORIZED TO SECURE PERMIT

Name: Mr. Scott Kearney

Title and Company: Real Estate Engineer, Wawa Inc.

Address: 2631 Quarry Stone Ct.

City: Oviedo State: FL Zip: 32765

Telephone and Fax: (407) 408-6177 Email: scott.kearney@wawa.com

### CONSULTANT (IF DIFFERENT FROM AGENT)

Name: Mr. Maurice Pearson

Title and Company: President, 3E Consultants, Inc.

Address: 7320 Narcoossee Rd., Suite A

City: Orlando State: FL Zip: 32822

Telephone and Fax: (407) 629-8180 Email: mpearson@3econsultants.com



## SUBMITTAL REQUIREMENTS:

- ☒ A copy of the Conservation Area Determination issued by Orange County.
- ☒ A recent aerial photograph (no photocopies please) of the project site.
- ☒ A table that identifies the acreage of all Conservation Area(s) onsite. The table should also include information on any proposed impacts.
- ☒ A mitigation plan that adequately offsets impacts to conservation areas (provide Submittal Requirements Supporting impact and mitigation assessments as required by 62-345.400-.600, F.A.C.).
- ☒ Site Plan.
- ☒ Parcel identification data for all parcels in project (This may be obtained by visiting [www.ocpafl.org](http://www.ocpafl.org) ).

Note: Staff may request additional information in accordance with

As of January 1, 2009, the following forms are required with all permit application submittals:

- AGENT AUTHORIZATION FORM
- RELATIONSHIP DISCLOSURE FORM-DEVELOPMENT RELATED
- SPECIFIC EXPENDITURE REPORT FORM

## SECTION 2

By signing this application form, I am applying or I am applying on behalf of the property owner, for a Conservation Area Impact permit on the subject property. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application for a Conservation Area Impact Permit, and that any work prior to approval of a permit is a violation of Orange County code. I understand that this application and determination issued pursuant thereto, does not relieve me of any obligation for obtaining any other required federal, state or local permit prior to construction. I understand that any false statement or representation in this application will nullify the permit and understand that a new application with appropriate filing fee will be necessary. Mr. Scott Kearney

Typed/Printed Name of Owner (If no agent is used) or Agent (If one is authorized below)

  
Signature of Owner/Agent

3-7-2012  
Date

Real Estate Engineer

(Corporate Title if applicable)

### PERSON AUTHORIZING ACCESS TO THE PROPERTY MUST COMPLETE THE FOLLOWING:

I am either the property owner described in this application or I have the legal authority to allow access to the property, and I consent, after receiving prior notification, to any site visit on the property by personnel from Orange County necessary for the review and inspection of the proposed project specified in this application. I authorize the personnel to enter as many times as may be necessary to make such review and inspection.

Mr. Scott Kearney

  
Signature

3-7-2012  
Date

Typed/Printed Owner name (or legal authority)

Real Estate Engineer

(Corporate Title if applicable)

Please note: All original signatures required, no photocopies accepted.



# AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA



I/WE, (PRINT PROPERTY OWNER NAME) OSCAR C. DUKE TR, KARLENE DUKE TR, BLOOM PAUL TR, CRAIG D. REISINGER AND LINDA REISINGER, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 14951, 14939, 14927, 14913, 14901, 14841 Avalon Road, County of Orange and State of Florida, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), WAWA, INC., TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Wawa convenience store and fuel dispensing facility, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 5/2/11

[Signature]  
Signature of Property Owner

OSCAR C DUKE TRUSTEE  
Print Name Property Owner

Date: 5/2/11

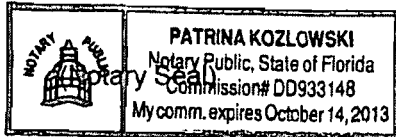
[Signature]  
Signature of Property Owner

KARLENE DUKE, TRUSTEE  
Print Name Property Owner

STATE OF Florida  
COUNTY OF Seminole

I certify that the foregoing instrument was acknowledged before me this 2 day of May, 2011 by Oscar & Karlene Duke. He/she is personally known to me or has produced FLDL as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 2 day of May, in the year 2011.



[Signature]  
Signature of Notary Public  
Notary Public for the State of Florida

My Commission Expires: \_\_\_\_\_

Legal Description(s) or Parcel Identification Number(s) are required:

PARCEL ID #: 31-24-27-0306-03020, 31-24-27-0306-03030, 31-24-27-0306-03040,  
31-24-27-0306-03050, 31-24-27-0306-03060, 31-24-27-0306-03070

LEGAL DESCRIPTION:

Lots 2,3,4,5,6 and 7, Block C Arrowhead Lakes, according to the plat thereof, as recorded in  
Plat Book X Page 12, less and except the south 20.66' of the east 544.49' of said Lot 2 (for  
R/W per OR 5436/3143), all within public records of Orange County, Florida



# AGENT AUTHORIZATION FORM



FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) OSCAR C. DUKE TR, KARLENE DUKE TR, BLOOM PAUL TR, CRAIG D. REISINGER AND LINDA REISINGER, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 14951, 14939, 14927, 14913, 14901, 14841 Avalon Road, County of Orange and State of Florida, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), WAWA, INC., TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Wawa convenience store and fuel dispensing facility, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 4/29/11

Craig Reisinger  
Signature of Property Owner

CRAIG REISINGER  
Print Name Property Owner

Date: 4/29/2011

Signature of Property Owner

Print Name Property Owner

STATE OF GA  
COUNTY OF Cobb :

I certify that the foregoing instrument was acknowledged before me this 29<sup>th</sup> day of April, 2011 by Craig Reisinger. He/she is personally known to me or has produced GA DL #054275099 as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 29<sup>th</sup> day of April, in the year 2011.



Kareem Trice  
Signature of Notary Public  
Notary Public for the State of Florida

My Commission Expires: 11/6/2012

Legal Description(s) or Parcel Identification Number(s) are required:	
PARCEL ID #:	<u>31-24-27-0306-03020, 31-24-27-0306-03030, 31-24-27-0306-03040,</u> <u>31-24-27-0306-03050, 31-24-27-0306-03060, 31-24-27-0306-03070</u>
LEGAL DESCRIPTION:	
<u>Lots 2,3,4,5,6 and 7, Block C Arrowhead Lakes, according to the plat thereof, as recorded in</u> <u>Plat Book X Page 12, less and except the south 20.66' of the east 544.49' of said Lot 2 (for</u> <u>R/W per OR 5436/3143), all within public records of Orange County, Florida</u>	



# AGENT AUTHORIZATION FORM



FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA

I/WE, (PRINT PROPERTY OWNER NAME) OSCAR C. DUKE TR, KARLENE DUKE TR, GWEN D. BLOOM, TR, CRAIG D. REISINGER AND LINDA D. REISINGER, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 14951, 14939, 14927, 14913, 14901, 14841 Avalon Road, County of Orange and State of Florida, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), WAWA, INC., TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Wawa convenience store and fuel dispensing facility, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 5/24/2011

Linda Diane Reisinger  
Signature of Property Owner

Linda Diane Reisinger  
Print Name Property Owner

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

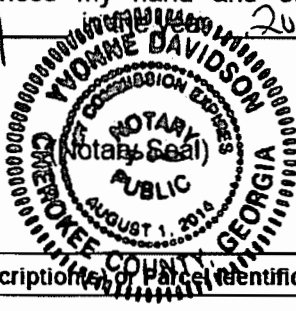
Signature of Property Owner

Print Name Property Owner

STATE OF Georgia  
COUNTY OF DeKalb

I certify that the foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2011 by Linda Diane Reisinger He/she is personally known to me or has produced N/A as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 24<sup>th</sup> day of May, 2011.



Yvonne Davidson  
Signature of Notary Public  
Notary Public for the State of Georgia

My Commission Expires: Aug 1, 2014

Legal Description of Parcel Identification Number(s) are required:	
PARCEL ID #:	31-24-27-0306-03020, 31-24-27-0306-03030, 31-24-27-0306-03040, 31-24-27-0306-03050, 31-24-27-0306-03060, 31-24-27-0306-03070
LEGAL DESCRIPTION:	
Lots 2,3,4,5,6 and 7, Block C Arrowhead Lakes, according to the plat thereof, as recorded in Plat Book X Page 12, less and except the south 20.66' of the east 544.49' of said Lot 2 (for R/W per OR 5436/3143), all within public records of Orange County, Florida	



# AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA



I/WE, (PRINT PROPERTY OWNER NAME) OSCAR C. DUKE TR, KARLENE DUKE TR, BLOOM PAUL TR, CRAIG D. REISINGER AND LINDA REISINGER, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 14951, 14939, 14927, 14913, 14901, 14841 Avalon Road, County of Orange and State of Florida, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), WAWA, INC., TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Wawa convenience store and fuel dispensing facility, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 04/29/2011 Paul Bloom  
Signature of Property Owner

PAUL Bloom  
Print Name Property Owner

Date: \_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Print Name Property Owner

STATE OF District of Columbia  
COUNTY OF \_\_\_\_\_

I certify that the foregoing instrument was acknowledged before me this 29th day of April, 2011 by Paul Bloom. He/she is personally known to me or has produced driver's license as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 29th day of April, in the year 2011.

(Notary Seal)

Mahdooque M. Sanchez  
Signature of Notary Public  
Notary Public for the State of Florida District of Columbia  
MAHDOOQUE M. SANCHEZ  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires: My Commission Expires July 1st 2011

Legal Description(s) or Parcel Identification Number(s) are required:	
PARCEL ID #:	31-24-27-0306-03020, 31-24-27-0306-03030, 31-24-27-0306-03040, 31-24-27-0306-03050, 31-24-27-0306-03060, 31-24-27-0306-03070
LEGAL DESCRIPTION:	
Lots 2,3,4,5,6 and 7, Block C Arrowhead Lakes, according to the plat thereof, as recorded in Plat Book X Page 12, less and except the south 20.66' of the east 544.49' of said Lot 2 (for R/W per OR 5436/3143), all within public records of Orange County, Florida	



# AGENT AUTHORIZATION FORM

FOR PROJECTS LOCATED IN ORANGE COUNTY, FLORIDA



I/WE, (PRINT PROPERTY OWNER NAME) OSCAR C. DUKE TR, KARLENE DUKE TR, BLOOM GWEN TR, CRAIG D. REISINGER AND LINDA REISINGER, AS THE OWNER(S) OF THE REAL PROPERTY DESCRIBED AS FOLLOWS, 14951, 14939, 14927, 14913, 14901, 14841 Avalon Road, County of Orange and State of Florida, DO HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME), WAWA, INC., TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS NECESSARY TO AFFECT THE APPLICATION APPROVAL REQUESTED AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS, Wawa convenience store and fuel dispensing facility, AND TO APPEAR ON MY/OUR BEHALF BEFORE ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS APPLICATION AND TO ACT IN ALL RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THE APPLICATION.

Date: 04/29/2011

[Signature]  
Signature of Property Owner

GWEND. Bloom, Trustee  
Print Name Property Owner

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

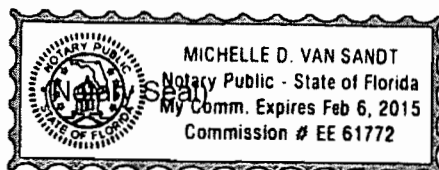
\_\_\_\_\_  
Signature of Property Owner

\_\_\_\_\_  
Print Name Property Owner

STATE OF FLORIDA  
COUNTY OF SEMINOLE :

I certify that the foregoing instrument was acknowledged before me this 29 day of APRIL, 2011 by GWEN BLOOM. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 29 day of APRIL, in the year 2011.



[Signature]  
Signature of Notary Public  
Notary Public for the State of Florida

My Commission Expires: FEB. 6, 2015

Legal Description(s) or Parcel Identification Number(s) are required:	
PARCEL ID #:	<u>31-24-27-0306-03020, 31-24-27-0306-03030, 31-24-27-0306-03040,</u> <u>31-24-27-0306-03050, 31-24-27-0306-03060, 31-24-27-0306-03070</u>
LEGAL DESCRIPTION:	
<u>Lots 2,3,4,5,6 and 7, Block C Arrowhead Lakes, according to the plat thereof, as recorded in</u> <u>Plat Book X Page 12, less and except the south 20.66' of the east 544.49' of said Lot 2 (for</u> <u>R/W per OR 5436/3143), all within public records of Orange County, Florida</u>	



This Instrument Prepared By:  
Gwen D. Bloom, Esquire  
Gwen D. Bloom, P.A.  
1180 Spring Centre South Blvd.  
Suite 310  
Altamonte Springs, FL 32714  
407-682-3390

DOC # 20090367347 B: 9893 P: 7381  
07/01/2009 02:51:00 PM Page 1 of 2  
Rec Fee: \$18.50 Doc Type: AFF  
Martha O. Haynie, Comptroller  
Orange County, FL  
MB - Ret To: GWEN D BLOOM P A



### AFFIDAVIT REGARDING UNRECORDED TRUST

**BEFORE ME**, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared GWEND D. BLOOM ("Affiant"), who deposes and says under penalties of perjury that:

1. This Affidavit is being recorded to memorialize and place in the public record notice of the existence of that certain unrecorded testamentary trust known as the Trust Under Article III of the Will of ROSLYNNE D. BLOOM Dated September 18, 1980 (Orange County, Florida, Probate Court File No. 82-473), which owns an undivided interest in the following described real property located in Orange County, Florida:

The North 1/2 of the Northeast 1/4, Section 26, Township 24 South,  
Range 28 East (less the Northwest 1/4 of the Northwest 1/4 of the  
Northeast 1/4 of said Section).

Parcel Identification Number: 26-24-28-0000-00-041.

and

Lot 2 (less the South 20.66 feet thereof), and Lots 3, 4, 5, 6, and 7,  
Block C, ARROWHEAD LAKES, according to the Plat thereof as  
recorded in Plat Book X, Page 12, of the Public Records of Orange  
County, Florida.

Parcel Identification Numbers: 31-24-27-0306-03-020  
31-24-27-0306-03-030  
31-24-27-0306-03-040  
31-24-27-0306-03-050  
31-24-27-0306-03-060  
31-24-27-0306-03-070



2. STANLEY S. BLOOM, original Trustee of said Trust, died on August 5, 2006.
3. GWEN D. BLOOM, of 725 Lake Avenue, Altamonte Springs, Florida 32701, is the Trustee presently duly qualified and serving.
4. The term of the Trust Under Article III of the Will of ROSLYNNE D. BLOOM Dated September 18, 1980, was extended by agreement of the Trustee and all beneficiaries who were legally competent at the time of such extension, and the Trust has remained in full force and effect during the period of ownership of the Property.


FURTHER AFFIANT SAYETH NAUGHT.

  
Gwen D. Bloom


STATE OF FLORIDA        )

COUNTY OF SEMINOLE    ) SS:

Sworn to, affirmed, acknowledged and subscribed before me this 17 day of June, 2009, by Gwen D. Bloom who X is personally know or \_\_\_\_\_ has produced \_\_\_\_\_ as identification.

NOTARY PUBLIC - STATE OF FLORIDA  
 Emily Paulson  
Commission #DD649846  
Expires: MAR. 12, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

[Place Notarial Seal]

  
Print Name: \_\_\_\_\_  
Notary Public, State of FLORIDA at large  
My commission expires: \_\_\_\_\_





**SENT VIA UPS OVERNIGHT DELIVERY**

May 25, 2011

Rick Blecha, P.E.  
Stillwater Technologies, Inc.  
203 Hillcrest Street  
Orlando, FL 32801

**Re: Wawa - US 192 & Avalon Rezone Application**

Dear Mr. Blecha:

As requested by Scott Kearney, P.E., LEED AP, Wawa's Real Estate Engineer – Orlando, enclosed please find the documentation requested and needed with respect to the above referenced matter.

If you have any questions, please feel free to call me at (610) 358-6853.

Very truly yours,

WAWA, INC.

  
By: Mary C. Edge  
Senior Paralegal

Enclosure

cc: S. Kearney (via e-mail)  
M. Eckhardt (via e-mail)



Date: May 24, 2011

To: Agencies and Local Authorities Having Jurisdiction  
For Permits and Site Development Approvals

Re: Proposed Wawa Convenience Store  
Northeast Corner of US-192 & Avalon Road  
Orange County, FL

Parcels: 31-24-27-0306-03020 31-24-27-0306-03030 31-24-27-0306-03040  
31-24-27-0306-03050 31-24-27-0306-03060 31-24-27-0306-03070

Wawa, Inc. is pursuing site development of the above referenced property and is seeking various approvals for site and building plans and related accessory structures or systems. Please accept this letter authorizing Mr. Scott Kearney, Real Estate Engineer, to have signature authority for obtaining necessary site development permits, approvals, and other land development related requests.

If you have any questions, please feel free to contact me at (610) 358-8057.

Respectfully,

Wawa, Inc.

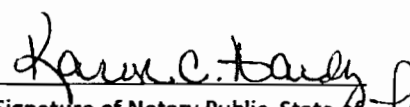
By: 

Peter F. Gilligan, Vice President-Chief Real Estate Officer

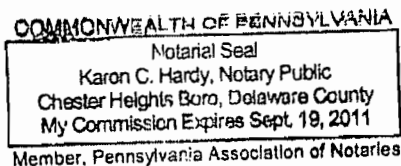
Notary

Acknowledged before me this 25th day of May 2011, by PETER F. GILLIGAN, VICE PRESIDENT-  
Wawa Officer CHIEF REAL ESTATE OFFICER

Personally Known ☒  
Produced Identification ( )

  
Signature of Notary Public, State of Pennsylvania

My Commission Expires: September 19, 2011





## CORPORATE RESOLUTION

I, Michael J. Eckhardt, the duly appointed General Counsel and Secretary of Wawa, Inc., a New Jersey corporation (the "Company") do hereby certify as follows:

1. The following people hold the offices noted beside their respective names:

Howard B. Stoeckel	President & Chief Executive Officer
David A. Johnston	Executive Vice President -- Chief Operations Officer
Christopher T. Gheysens	Executive Vice President -- Chief Financial and Administrative Officer
Carol E. Jensen	Senior Vice President -- Chief Marketing Officer
James K. Bluebello	Senior Vice President -- Chief Petroleum and Supply Chain Officer
Suzanne Keenan	Senior Vice President -- Information Technology and Process Improvement
Peter F. Gilligan	Vice President -- Chief Real Estate Officer
Salvatore Mattera	Vice President -- Store Operations
Catherine T. Pulos	Vice President -- Chief People Officer
Michael J. Eckhardt	General Counsel and Secretary
Jared G. Culotta	Treasurer and Assistant Secretary
Katherine J. Dickinson	Assistant Secretary
Maria Kalogredis	Assistant Secretary

2. The following resolution appears in the minute book of Wawa, Inc. for May 4, 2009 and, as of this date, remains in full force and effect.

WHEREAS, it is in the best interests of Wawa, Inc. (the "Company") that the authority to sell, convey, mortgage, assign, pledge or otherwise dispose of the real estate related to the convenience store and fuel dispensing operations of the Company (the "store real estate") and authority to purchase, lease or otherwise acquire store real estate or interests in store real estate, be vested in the officers of the Company to act so that meetings of the Board of Directors will not be necessary to authorize or ratify those actions.

NOW, THEREFORE, it is hereby:

RESOLVED, that the President and Chief Executive Officer, any Vice President, together with the Secretary or any Assistant Secretary (the "Authorized Signatories") be, and the same are, hereby authorized on behalf of and in the name of the Company, to sell, convey, mortgage, pledge, assign or otherwise dispose of, from time to time, any of the store real estate or any interest therein now held or hereafter acquired by the Company, to such person, firm or corporation, and upon such terms and conditions and for such consideration as they may agree. The Authorized Signatories are authorized to accept consideration for the store real estate either in cash or upon secured deferred payment; and be it



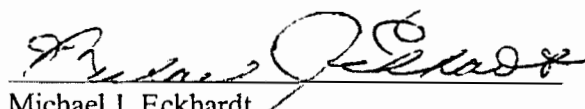
FURTHER RESOLVED, that the Authorized Signatories be and they are hereby authorized, on behalf of and in the name of the Company, to acquire store real estate or any interest therein, by purchase, lease or otherwise, and upon such terms and for such consideration as they may agree. The Authorized Signatories are authorized to deliver promissory notes, bonds and warrants or other evidences of indebtedness of the Company as consideration therefor; and be it

FURTHER RESOLVED, that the Authorized Signatories be and they are hereby authorized, on behalf of and in the name of the Company, to grant and convey such interests in and to store real estate as may be required and on such terms and conditions as they may agree, including, but not limited to, developer's agreements, fair-share agreements, easements, cross-easements, dedications, rights-of-way, maintenance agreements, and covenants and restrictions, and all such interests in and to the store real estate related to any of the foregoing; and be it

FURTHER RESOLVED, that the Authorized Signatories be and they are hereby authorized to execute and deliver such other documents as shall be necessary to accomplish the intent and purposes of the foregoing resolutions, and, where necessary, to affix the corporate seal of the Company to such documents.

3. No separate authorization by the Board of Directors is necessary in real estate matters involving property of Wawa, Inc. because they are transacted in the ordinary course of business.

IN WITNESS WHEREOF, I have executed this certificate this 25<sup>th</sup> day of May, 2011.

  
Michael J. Eckhardt  
General Counsel and Secretary

4/2011



*For Staff Use Only:*

Initially submitted on 3/30/12

Updated On \_\_\_\_\_

Project Name (as filed) WAWA INC

Case or Bid No. CAF-12-14-009

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

**This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

This is the initial Form: ☒   
 This is a Subsequent Form: \_\_\_\_\_



**Part I**

**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_

See Attached Multiple Owner Authorization Forms

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_

Mr. Scott Kearney (Wawa, Inc), 2631 Quarry Stone Ct., Oviedo, FL 32765

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
2. Name and address of individual or business entity: Stillwater Technologies Inc.  
203 Hillcrest Street  
Orlando, FL 32801  
Are they registered Lobbyist? Yes \_\_\_ or No ☒
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
4. Name and address of individual or business entity: Luke Transportation  
P.O. Box 941556  
Maitland, FL 32794  
Are they registered Lobbyist? Yes \_\_\_ or No ☒
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
6. Name and address of individual or business entity: 3E Consultants  
7320 Narcoossee Rd. , Suite A  
Orlando, FL 32822  
Are they registered Lobbyist? Yes \_\_\_ or No ☒
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No \_\_\_



For Staff Use Only:

Initially submitted on 3/30/12

Updated On \_\_\_\_\_

Project Name (as filed) WAWA IncCase or Bid No. CAI-12-04-09**Part II  
Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
NA	NA	NA	NA
		<b>TOTAL EXPENDED THIS REPORT</b>	<b>\$0.00</b>



For Staff Use Only:

Initially submitted on 3/30/12

Updated On \_\_\_\_\_

Project Name (as filed) WAWA Inc

Case or Bid No. CAF-12-04-009

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: 3-7-2012

Scott Kearney  
Signature of ☒ Principal or ☐ Principal's Authorized Agent  
(check appropriate box)

PRINT NAME AND TITLE: SCOTT KEARNEY  
PROJECT ENGINEER

STATE OF FLORIDA :  
COUNTY OF Orange :

I certify that the foregoing instrument was acknowledged before me this 7 day of March, 2012 by Scott Kearney. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 7 day of March, in the year 2012.



Heidi M. MacDonald  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE032795  
Expires 11/2/2014

Heidi M. MacDonald  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires: 11-2-2014

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein



*For Staff Use Only:*Initially submitted on 3/30/12

Updated on \_\_\_\_\_

Project Name (as filed) Wawa IncCase Number CAF-12-04-009

**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH DEVELOPMENT RELATED ITEMS, EXCEPT THOSE WHERE THE**  
**COUNTY IS THE PRINCIPAL OR PRIMARY APPLICANT**

This relationship disclosure form must be submitted to the Orange County department or division processing your application at the time of filing. In the event any information provided on this form should change, the Owner, Contract Purchaser, or Authorized Agent(s) must file an amended form on or before the date the item is considered by the appropriate board or body.

For  
staff  
use  
only

**Part I****INFORMATION ON OWNER OF RECORD PER ORANGE COUNTY TAX ROLLS:**Name: See Multiple Attached Owner Authorizations

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

See Multiple Attached Owner Authorizations

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

**INFORMATION ON CONTRACT PURCHASER, IF APPLICABLE:**Name: Wawa Inc.

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

260 West Baltimore Pike, Wawa, PA 19063Business Phone ( ) 407-408-6177Facsimile ( ) NA**INFORMATION ON AUTHORIZED AGENT, IF APPLICABLE:****(Agent Authorization Form also required to be attached)**Name: Wawa Inc. (Mr. Scott Kearney)

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

2631 Quarry Stone Ct., Oviedo, FL 32765Business Phone ( ) 407-408-6177Facsimile ( ) NA



*For Staff Use Only:*

Initially submitted on 3/30/12

Updated on \_\_\_\_\_

Project Name (as filed) WAWA Inc

Case Number CAI-12-04-009

**Part II**

**IS THE OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT A  
RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES ☒ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC AN EMPLOYEE OF THE  
OWNER, CONTRACT PURCHASER, OR AUTHORIZED AGENT?**

\_\_\_ YES ☒ NO

**IS ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME  
OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY  
MEMBER OF THE BCC? (When responding to this question please consider all  
consultants, attorneys, contractors/subcontractors and any other persons who may have  
been retained by the Owner, Contract Purchaser, or Authorized Agent to assist with  
obtaining approval of this item.)**

\_\_\_ YES ☒ NO

If you responded "YES" to any of the above questions, please state with whom and  
explain the relationship:

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(Use additional sheets of paper if necessary)



For Staff Use Only:

Initially submitted on 3/30/12

Updated on \_\_\_\_\_

Project Name (as filed) WAWA IncCase Number CAF-12-04-009**Part III****ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Scott Kearney  
Signature of ☐ Owner, ☐ Contract Purchaser  
or ☐ Authorized Agent


Date: 3-7-2012

Print Name and Title of Person completing this form: SCOTT KEARNEY  
PROJECT ENGINEER

STATE OF FLORIDA :  
COUNTY OF Orange:

I certify that the foregoing instrument was acknowledged before me this 7 day of March, 2012 by Scott Kearney. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 7 day of March, in the year 2012.

 Heidi M. MacDonald  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE032795  
Expires 11/2/2014

Heidi MacDonald  
Signature of Notary Public  
Notary Public for the State of Florida  
My Commission Expires:  
11-2-14

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.