

REQUEST FOR PROPOSALS
FOR
UPDATE IMPACT FEE STUDY FOR
FIRE RESCUE AND LAW ENFORCEMENT

RFP #Y17-603-LC

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Thursday, November 3, 2016**, for providing professional consulting services to conduct an updated impact fee study report for Fire Rescue and Law Enforcement to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp> .

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Linda Carson, Senior Purchasing Agent, at (407) 836-5548, whose email address is Linda.carson@ocfl.net. **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

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REQUEST FOR PROPOSALS
FOR
UPDATE IMPACT FEE STUDY FOR
FIRE RESCUE AND LAW ENFORCEMENT
RFP #Y17-603-LC

PURPOSE

The Orange County Board of County Commissioners, Orange County, Florida, is soliciting sealed proposals for an updated impact fee study and report for Fire Rescue and Law Enforcement.

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Thursday, November 3, 2016**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

TERMS AND CONDITIONS

1. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

2. CLARIFICATION

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

3. WITHDRAWAL OF PROPOSAL

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

4. SEALED PROPOSALS

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

5. PROPOSAL PREPARATION

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

6. INSURANCE

Vendor/Contractor 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 Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by

Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors 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.

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.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor 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 \$100,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.

Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.

Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The Vendor/Contractor 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 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor 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.

- Workers' Compensation - The Vendor/Contractor 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. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, 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 Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor

shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

7. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

8. SHORTLISTS, PROTESTS and LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.ocfl.net/Portals/0/Resources/Internet/govern/Lobbying/docs/200814.pdf>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
http://www.orangecountyfl.net/Portals/0/Resources/Internet/DEPARTMENTS/County_Admin/docs/CodeCH17-313.pdf

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

9. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

10. AVAILABILITY OF FUNDS

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

11. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

12. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

13. **EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

14. **QUESTIONS REGARDING THIS RFP**

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Linda.Carson@ocfl.net no later than 5:00 PM Friday, October 21, 2016 to the attention of Linda Carson, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Linda Carson at any time during this process, including during the Black Out Period.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

15. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the proposer may request a copy of the digital recording of the selection on CD at a cost established within the most current Orange County Fee Directory. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

16. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

17. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

18. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :

Teresa Miller, Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897
Teresa.Miller@ocfl.net

PROPOSAL FORMAT

It is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

1. QUALIFICATIONS OF STAFF

Provide an organization chart that lists all staff to be assigned to provide the required services and comprehensive resumes for each describing experience, training and education in the required consulting services. Identify staff experience working with governmental entities and list those projects, with service populations greater than 250,000 residents.

2. QUALIFICATIONS OF FIRM

List at least five (5) references, with a minimum of three (3) from Florida governmental entity experience, and two of those with service populations greater than 250,000 residents, for which the Proposer has performed similar work including the contact name, e-mail address, telephone number and date of the contract.

3. TECHNICAL APPROACH

- A. Provide a brief description of the Proposer's approach to the project.
- B. Confirm the Proposer's agreement to meet the minimum requirements of this Request for Proposals:
- C. Project schedule, including tasks and sub-tasks with duration and timeframes.

4. FEE SCHEDULE

Each proposer shall complete and submit the Fee Schedule included herein. **The study fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.**

The following information (Items 5 through 11) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

5. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of 24% utilization of certified minority/women business enterprise is applicable to this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.
- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
- For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
 - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
 - Other construction projects in which the total estimate is in excess \$7,000,000.

It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization. Proposers are encouraged to contact the Business Development Division in advance of submittal of proposal for information on acquiring and applying credits.

- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subcontractors identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the contract fees to be contracted to the listed subcontractor.
- F. The awarded prime Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division.
 3. The awarded prime Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
 4. The prime Contractor shall submit an updated quarterly MWBE utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 5. The awarded prime Contractor shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the County, nor shall the prime reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The prime Contractor shall notify the Business Development Division of any additional awards to the M/WBE firm on the prime Contractor's team and the addition of any new M/WBE firm to the prime Contractor's team on that project.
 6. The prime Contractor shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub- substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

6. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit for proximity to worksite.

7. CONFLICT OF INTEREST FORM

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with your proposal.

8. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.

- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

No contract award will be made unless these forms have been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

9. **AUTHORIZED SIGNATORIES/NEGOTIATORS FORM**

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

10. **DRUG-FREE WORKPLACE FORM**

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal.

11. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E- Verification certification, attached to this solicitation.

12. **BONUS POINTS FOR HIRING OF WELFARE TRANSITION AND DISLOCATED WORKERS**

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire welfare transition and dislocated workers residing in the Metropolitan Statistical Area (MSA) as fulltime employees. One point will be awarded for each new fulltime hire up to and including a maximum of five (5) points. To be eligible for bonus points, Proposers must complete the attached

Form WR- Section I, listing the number of welfare recipients to be hired fulltime and submit with their proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a fulltime basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division (BDD) Liaison at (407) 836-7317 to assist with meeting this requirement.

The failure of the Contractor to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the Contractor shall take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Contractor shall contact the BDD Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

13. BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS

Additional point consideration will be available for proposers who utilize registered Service-Disabled Veteran (SDV) business enterprises and will receive the following point allocation:

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of 5 SDV sub-Contractors for a maximum of ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the contract fees to be contracted to the listed subcontractor.

- F. The Contractor's responsibilities and requirements are itemized below:
1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
 3. The Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.
 4. The Contractor shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
 5. The Contractor shall not substitute, replace or terminate any SDV firm without prior written authorization of the County, nor shall the Contractor reduce the scope of work or monetary value of a subcontractor without written authorization of the County. The Contractor shall notify the Business Development Division of any additional awards to the SDV firm on the Contractor's team and the addition of any new SDV firm to the Contractor's team on that project.
 6. The Contractor shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the SCHEDULE OF SUBCONTRACTING - SDV PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub- substitution approved, by the County prior to contact execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration. When considering two (2) or more proposals, or replies for the procurement of goods or services, where at least one is from a registered SDV business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered SDV business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

14. SELECTION - CRITERIA

<u>CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	20
Qualifications of Firm	20
Technical Approach	20
M/WBE Utilization	10
Location	10
Fee Proposal	<u>20</u>
TOTAL	100
Welfare Transition and Dislocated Workers Hires	5 Bonus Points
Registered SDV Sub-Contractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

SCOPE OF SERVICES

The Orange County Board of County Commissioners finds that new development in the unincorporated area of the county requires additional governmental services and facilities, including specifically fire and rescue services, and law enforcement services. It is the policy of the Board, as set forth in the comprehensive plan that new development should be permitted to occur only where an adequate level of governmental services and facilities can be provided.

Impact fees are reviewed by the Board of County Commissioners at least every five (5) years. The review will consider changes in all of the inputs to the methodology used in the impact fee study to calculate the fees, as well as potential improvements to the methodology itself. The purpose of this review is to ensure the fee charged new development will not exceed its pro rata share for the reasonably anticipated expansion costs of capital facilities and equipment for services necessitated solely by its presence.

The Consultant shall conduct an update of the County's current Impact Fee Study for Fire Rescue and Law Enforcement. The focus of this effort will be to review the necessary data, conduct an analysis of the current inventory, methodologies and applicable legal parameters "including compliance with Section 163.31801 F.S.", review and propose amendments to the adopted ordinances for each fee in Attachments A and B and recommend any changes to the existing impact fee to insure its continued equitable application. The Consultant shall review the development types identified in the adopted ordinances for each fee and recommend, if feasible, a uniform set of development types to be used for both fee calculations.

Study Requirements for Fire Rescue:

The Consultant shall conduct a 5-year update of the County's Fire Rescue Impact Fee study to insure its continued equitable application.

1. Review and update the March 21, 2012 Fire Rescue Impact Fee Study. (Attachment A)
2. The updated study shall include the same major elements associated with the previous fire rescue impact fee:
 - I. Inventory of Existing Facilities, Standards and Level of Service
 - II. Baseline Conditions and Demand Component
 - III. Cost Component
 - IV. Credit Component
 - V. Net Fire Rescue Impact Cost
 - VI. Proposed Fire Rescue Impact Fee Schedule
 - VII. Comparison of Current and Proposed Impact Fee Schedule
 - VIII. Cost Indexing
3. Provide necessary amendments to Orange County Code, Chapter 23 – Article III. Fire/Rescue Services Impact Fee Ordinance.
4. The consultant shall propose an optional methodology that would allow a builder to receive a discount or elimination of impact fees paid on single family residential units for the installation of a residential fire sprinkler system.

Study Requirements for Law Enforcement:

The Consultant shall conduct a 5-year update of the County's Law Enforcement Impact Fee study to insure its continued equitable application. (Attachment B)

1. Review the October 11, 2012 law enforcement impact fee study. (Exhibit H)
2. Calculate new impact fee using updated data provided by the County based on acceptable professional methodologies and applicable legal parameters.
3. Provide necessary amendments to the Orange County Code, Chapter 23 – Article II Law Enforcement Impact Fee Ordinance.
4. Provide necessary expertise to address policy issues that arise during the update of the law endorsement impact fee.

Deliverables for each study:

1. One (1) paper copy of the draft for each Impact Fee Study and Ordinance shall be delivered 90 days after award of contract with a matrix or summary of how the recommended fee compare to the other Florida Counties. The County will have 30 days to review. The Consultant will have 30 days to make final changes.
2. Five (5) paper copies and one (1) electronic copy (PDF format) of the final Fire Rescue, and Law Enforcement Impact Fee Study and Ordinance.
3. One (1) digital copy of a PowerPoint presentation highlighting the key points and findings of the studies (Orange County will provide template for the PowerPoint presentation) for the Board of County Commissioner's meeting.

Meetings:

A total of six (6) public meetings will be required; including the Development Advisory Board, Local Planning Agency/Planning Zoning Commission, and the Board of County Commissioner's. All meetings shall be scheduled before November 30, 2017.

FEE SCHEDULE FORM
RFP # Y17-603-LC

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the services in strict accordance with the scope of services defined in this solicitation for the amounts specified in this Fee Schedule Form.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL PRICE</u>
1.	Study for Fire Rescue	\$_____
2.	Study for Law Enforcement	\$_____
TOTAL ESTIMATED PROPOSAL		\$_____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN (Rev. 1/99)

RFP Number & Title: Y17-603-LC, Update Impact Fee Report for Fire Rescue and Law Enforcement

Please provide the following data pertaining to your workforce. If you have an Orange County workforce, it should be shown. If you do not have an Orange County workforce, total permanent workforce should be shown. If this is a Joint Venture, employment data shall be furnished for each firm composing the joint venture. It is mandatory that you provide workforce data. Failure to provide this form with your proposals may be cause for rejection of your proposal.

JOB CATEGORIES	MAJORITY		MINORITY MALES				MINORITY FEMALES				TOTAL
	White Male	White Female	Black	Hispanic	American Indian	Asian American	Black	Hispanic	American Indian	Asian American	
Officials, Mgrs. Supervisors											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operatives (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
Apprentices											
Interns/Co-Ops											
Wages to Work Employees											
TOTAL											
Changes Since Last Report											

The above reflects (Check One): Orange County Workforce Total Permanent Workforce (Outside Orange County)
 For Construction Projects Only: Do you intend to hire new employees for the project? Yes No If yes, how many approximately?

Name of Firm: _____ Period of Report: _____ No. of Years in Business in Orange County: _____

Form Completed By: _____
Name/Title (Printed or Typed) (Signature)

Form Approved By: _____
Name/Title (Printed or Typed) (Signature)

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

RFP Number & Title: Y17-603-LC, Update Impact Fee Report for Fire Rescue and Law Enforcement

Proposers shall list all subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and M/WBE designation or majority (non-M/WBE owned company.) Designations are: MBE-BM (Black Male); M/WBE-BF (Black Female); MBE-HM (Hispanic Male); M/WBE-HF (Hispanic Female); MBE-NAM (Native American Male); M/WBE-NAF (Native American Female); MBE-AM (Asian Male); M/WBE-AF (Asian Female); and WBE-WF (White Female). Provide all information requested. Use additional sheets if necessary.

Will your firm perform all the work with your own forces? Yes ____ No ____ (If no complete the form below)

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	M/WBE Designation Or Majority Owner

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM

RFP Number & Title: Y17-603-LC, Update Impact Fee Report for Fire Rescue and Law Enforcement

Additional points will be available for proposers who subcontract with registered SDV business enterprises. List all Registered Service-Disabled Veterans subcontractors to be used. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation. Provide all information requested. Use additional sheets if necessary.

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

	<u>PRIME CONTRACTOR</u>	<u>PERCENTAGE OF WORK ASSIGNED</u>
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	

	<u>SUBCONTRACTOR / SUBCONTRACTOR</u>	
1.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
2.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
3.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
4.	Name: _____	_____ %
	Address: _____ City: _____ County: _____ State/Zip: _____	
	Total Percentage (Must Equal 100%) (Use additional pages if necessary)	_____ %

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

_____	_____
(Signature)	(Date)

(Title)	

(Name of Business)	

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

WELFARE TRANSITION AND/OR DISLOCATED WORKER

PROPOSED HIRING INFORMATION

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
390 North Orange Avenue, Suite 700
Orlando, Florida 32805
407-531-1222**

Signature: _____

Printed Name: _____

LETTER OF INTENT

(VERIFICATION OF MWBE UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-MWBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-MWBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Sub-Contractor
Specific Scope(s) of Work/Services
Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 98-25 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor	Date	
Printed Name & Title		
Authorized Agent of M/WBE Sub-Contractor	Date	
Printed Name & Title		
M/WBE Address		
City	State	Zip Code
Phone Number	Fax Number	

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each Service-Disabled Veteran Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-Service-Disabled Veteran participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-Service-Disabled Veteran Sub-Contractor participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

Service-Disabled Veteran Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of Orange County's Project Manager and the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disabled Veteran Business requirements contained in the Orange County's Service-Disabled Veteran Business Ordinance, No. 2011-11 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor

Date

Printed Name & Title

Authorized Agent of Service-Disabled Veteran Sub-Contractor

Date

Printed Name & Title

Service-Disabled Veteran Address

City

State

Zip Code

Phone Number

Fax Number

E VERIFICATION CERTIFICATION

Contract No.Y17-603-LC

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. 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 duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y17-603-LC, Update Impact Fee Report for Fire Rescue and Law Enforcement**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**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 Procurement 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:

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

Business Phone: () _____

Facsimile: () _____

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

Name of Applicant's Authorized Agent:

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)

For Staff Use Only:

Date Submitted _____

Date Updated _____

Bid Number # _____

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

Printed Name and Title of Person completing this form:

STATE OF _____ :

COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. 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 _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public

Notary Public for the State of _____

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.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the

matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

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):

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: _____
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
TOTAL EXPENDED THIS REPORT			\$

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

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. 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 _____ day of _____, in the year _____.

(Notary Seal) Signature of Notary Public
Notary Public for the State of _____
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.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or 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, or 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)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, 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) _____, 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.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. 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 _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p> <p>1. Name of Agent or Broker Street Address City, State, Zip</p>	<p>CONTACT NAME:</p> <p>PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____</p> <p>E-MAIL ADDRESS: _____</p> <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE</p> <p>INSURER A: _____ NAIC # _____</p> <p>INSURER B: _____</p> <p>INSURER C: 3. _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p> <p>INSURER F: _____</p>
<p>INSURED</p> <p>2. Name of Insured Street Address City, State, Zip</p>	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	8. LIMITS
3.	<p>GENERAL LIABILITY</p> <p><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p>	4.	5.	6.	7.		<p>EACH OCCURRENCE \$</p> <p>DAMAGE TO RENTED PREMISES (Ea occurrence) \$</p> <p>MED EXP (Any one person) \$</p> <p>PERSONAL & ADV INJURY \$</p> <p>GENERAL AGGREGATE \$</p> <p>PRODUCTS - COM/POP AGG \$</p> <p>COMBINED SINGLE LIMIT (Ea accident) \$</p> <p>BODILY INJURY (Per person) \$</p> <p>BODILY INJURY (Per accident) \$</p> <p>PROPERTY DAMAGE (Per accident) \$</p> <p>EACH OCCURRENCE \$</p> <p>AGGREGATE \$</p>
	<p>AUTOMOBILE LIABILITY</p> <p>9.</p> <p><input type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> HIRED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input type="checkbox"/> NON-OWNED AUTOS</p>						<p>E.L. EACH ACCIDENT \$</p> <p>E.L. DISEASE - EA EMPLOYEE \$</p> <p>E.L. DISEASE - POLICY LIMIT \$</p>
	<p>UMBRELLA LIAB <input type="checkbox"/> OCCUR</p> <p>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DED RETENTION \$</p>						<p>WC STATU-TORY LIMITS</p> <p>OTH-ER</p>
	<p>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY 10.</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</p> <p>Y/N <input type="checkbox"/> N/A</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p>						
11.							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

<p>CERTIFICATE HOLDER</p> <p>13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>14.</p>
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ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

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©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.



Fire Rescue Impact Fee Study for Orange County, Florida

prepared by

duncan | associates

in association with

Planning Design Group

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EXECUTIVE SUMMARY

This study was commissioned by Orange County to update the fire rescue impact fee calculations. The fee schedule was last updated based on a 2005 study.¹ This update employs the same methodology used in the 2005 study.

Updated Fees

In Table 1, the updated fire rescue impact fees calculated in this study are compared with (1) the fees adopted in 2006 based on the 2005 study, (2) the fees as they stood in 2009 after three annual inflation adjustments, and (3) the current fees, which were temporarily reduced by 25% for 18 months (from May 13, 2011 until November 13, 2012) or until the fees are updated. Note that the updated fees are lower than the fees before the temporary reduction for hotel/motel office/institutional and warehouse uses, while they are higher for single-family, commercial and industrial uses. Not surprisingly, the updated fees are higher than the temporarily-reduced fees for all land use categories, with the exception of the office/institutional fee.

Table 1. Fire Rescue Fees, 2006-2012

Land Use Category	Unit	Inflation-			
		Adopted Fee (2006)	Adjusted Fee (2009)	Reduced Fee (2011)	Updated Fee (2012)
Single-Family Det./Duplex/MH	Dwelling	\$200.85	\$222.69	\$167.02	\$270.00
Multi-Family	Dwelling	\$176.03	\$195.17	\$146.38	\$197.00
Hotel/Motel	Room	\$162.75	\$180.45	\$135.34	\$149.00
Commercial Retail/Assembly	1,000 sq. ft.	\$223.34	\$247.62	\$185.72	\$297.00
Office/Institutional	1,000 sq. ft.	\$182.87	\$202.75	\$152.06	\$117.00
Industrial	1,000 sq. ft.	\$39.36	\$43.65	\$32.74	\$50.00
Storage	1,000 sq. ft.	\$47.34	\$52.50	\$39.38	\$49.00

Source: Adopted 2006 and inflation-adjusted 2009 fees from Orange County Code Sec. 23-60 effective March 10, 2006 and March 10, 2009, respectively; reduced fee effective May 13, 2011 from Orange County, "Impact Fees" brochure, May 13, 2011; updated fees from Table 14.

Phase-In

The effective date of the updated fees is a policy decision for the Board of County Commissioners. Regardless of the desired timing of implementing the potential fee increases, however, it is recommended that the updated office/institutional fee, which is lower than the current temporarily reduced fee, should become effective immediately upon the effective date of the ordinance revisions.

While it would be possible to simply revise the office/institutional rate now, while leaving the other impact fees as they are until the updated fees are adopted at some percentage, this would result in the office/institutional fee being at 100% of the updated maximum rate, while other uses would be at a lower percentage. A preferable alternative would be to update all of the fees (before the 25% reduction) at 82.5% immediately. This would result in fees all being based on the updated study, while none of the fees would be higher than they are now (single-family would be the same as it is now, while the others would be lower).

¹ Tindale-Oliver & Associates, *Orange County 2005 Fire/Rescue Services Impact Fee Update Study*, September 9, 2005

As noted, the fees have been temporarily reduced by 25%. This temporary reduction was effective on May 13, 2011, and will be in place for 18 months or until the fees are updated, whichever occurs first. Given that the updated fees are higher for all but one land use than the current fees, the Board may desire to continue the 18-month reduction until it expires on November 12, 2012. If that happens, the fees would increase by one-third on November 13, 2012, even without going to the full updated fees. The County may desire to phase-in the increase to the maximum fees over a somewhat longer time period. It is suggested that the County may want to wait another year, until November 13, 2013, before increasing to the full updated fees. This suggested phase-in schedule is shown in Table 2.

Table 2. Suggested Fire Rescue Impact Fee Phase-In

Land Use Category	Unit	Current Fee (less 25%)	Updated Fee (82.5%) (less 25%)	Updated Fee (82.5%)	Updated Fee (100%)
Effective Date →		5/13/2011	ord adoption	11/13/2012	11/13/2013
Single-Family Det./Duplex/MH	Dwelling	\$167.02	\$167.02	\$222.69	\$270.00
Multi-Family	Dwelling	\$146.38	\$121.86	\$162.48	\$197.00
Hotel/Motel	Room	\$135.34	\$92.17	\$122.89	\$149.00
Commercial Retail/Assembly	1,000 sq. ft	\$185.72	\$183.72	\$244.96	\$297.00
Office/Institutional	1,000 sq. ft	\$152.06	\$72.38	\$96.50	\$117.00
Industrial	1,000 sq. ft	\$32.74	\$30.93	\$41.24	\$50.00
Storage	1,000 sq. ft	\$39.38	\$30.31	\$40.41	\$49.00
Percent Change					
Single-Family Det./Duplex/MH	Dwelling	n/a	0%	33%	21%
Multi-Family	Dwelling	n/a	-17%	33%	21%
Hotel/Motel	Room	n/a	-32%	33%	21%
Commercial Retail/Assembly	1,000 sq. ft	n/a	-1%	33%	21%
Office/Institutional	1,000 sq. ft	n/a	-52%	33%	21%
Industrial	1,000 sq. ft	n/a	-6%	33%	21%
Storage	1,000 sq. ft	n/a	-23%	33%	21%

Source: Current fee (with 25% reduction) from Orange County, "Impact Fees" brochure, May 13, 2011; updated fees at 100% from Table 14; updated fees (82.5%) with 25% reduction are updated fees at 100% times 82.5% times 75%; updated fees (82.5%) are updated fees at 100% times 82.5%.

Inflation Indexing

The County has used an inflation index in the past based on historical trends. Give the recent downturn in the Florida and national economy, which has put downward pressure on land and construction costs, as well as uncertainties about the future timing of the recovery, this approach is no longer deemed appropriate. If the County desires to index the fees for cost inflation in the future, it is recommended that the indexing be done annually using the most current indexing information.

Land Uses

A minor change to the land use categories is required to ensure consistency between the fee schedule and the impact fee study. The call data on which the fees are based group duplexes in the same category with single-family detached and mobile home units. Currently, the ordinance assesses duplexes like multi-family, rather than like single-family. The ordinance should be modified so that the method of fee assessment is consistent with the fee calculations.

Fee Comparisons

Fire impact fees currently charged by other Florida counties are summarized in Table 3. The updated fees for Orange County are close to the average of other Florida counties.

Table 3. Florida County Fire Impact Fees

County	Single-Family (unit)	Multi-Family (unit)	Retail (1000 sf)	Office (1000 sf)	Industrial (1000 sf)
Alachua	\$152	\$76	\$76	\$76	\$76
Brevard	\$54	\$34	\$121	\$26	\$26
Citrus	\$393	\$296	\$455	\$226	\$90
Collier	\$1,106	\$553	\$593	\$599	\$599
Hillsborough	\$49	\$49	\$22	\$41	\$9
Indian River	\$278	\$176	\$503	\$246	\$120
Lake	\$390	\$244	\$1,301	\$1,301	\$104
Lee	\$645	\$505	\$503	\$235	\$243
Manatee	\$304	\$181	\$128	\$133	\$76
Marion	\$287	\$241	\$553	\$209	\$119
Martin	\$355	\$342	\$520	\$198	\$114
Miami/Dade	\$386	\$386	\$413	\$306	\$1,249
Monroe*	\$105	\$105	\$64	\$64	\$64
Orange	\$167	\$146	\$186	\$152	\$33
Palm Beach	\$528	\$248	\$226	\$151	\$145
St. Johns	\$657	\$531	\$119	\$164	\$17
St. Lucie*	\$525	\$106	\$487	\$310	\$70
Sarasota	\$225	\$172	\$293	\$118	\$70
Seminole	\$172	\$172	\$160	\$72	\$6
Sumter	\$397	\$397	\$510	\$120	\$90
Average	\$359	\$248	\$362	\$237	\$166

* includes EMS

Source: Survey by Duncan Associates, March 2012; single-family based on 2,000 sq. ft., 3-bedroom unit; multi-family based on 1,000 sq. ft., 2-bedroom unit; retail and office based on 100,001 sq. ft. building.

LEGAL FRAMEWORK

Impact fees are a way for local governments to require new developments to pay a proportionate share of the infrastructure costs they impose on the community. In contrast to traditional “negotiated” developer exactions, impact fees are charges that are assessed on new development using a standard formula based on objective characteristics, such as the number and type of dwelling units constructed. The fees are one-time, up-front charges, with the payment usually made at the time of building permit issuance. Impact fees require that each new development project pay its pro-rata share of the cost of new capital facilities required to serve that development.

Since impact fees were pioneered in states like Florida that lacked specific enabling legislation, such fees have been defended as a legal exercise of local government’s broad “police power” to regulate land development in order to protect the health, safety and welfare of the community. The courts have developed guidelines for constitutionally valid impact fees, based on “rational nexus” standards.² The standards set by court cases generally require that an impact fee meet a two-part test:

- 1) The fees must be proportional to the need for new facilities created by new development, and
- 2) The expenditure of impact fee revenues must provide benefit to the fee-paying development.

A Florida district court of appeals described the dual rational nexus test in 1983 as follows, and this language was quoted and followed by the Florida Supreme Court in its 1991 St. Johns County decision:

In order to satisfy these requirements, the local government must demonstrate a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for use in acquiring capital facilities to benefit the new residents.³

The Need Test

To meet the first prong of the dual rational nexus test, it is necessary to demonstrate that new development creates the need for additional fire rescue facilities. The county’s growing population and nonresidential growth create demands for new fire rescue facilities in order to maintain acceptable levels of service. As shown in Table 4, the permanent, year-round population of the

² There are six major Florida cases that have guided the development of impact fees in the state: *Contractors and Builders Association of Pinellas County v. City of Dunedin*, 329 So.2d 314 (Fla. 1976); *Hollywood, Inc. v. Broward County*, 431 So.2d 606 (Fla. 1976); *Home Builders and Contractors Association of Palm Beach County, Inc. v. Board of County Commissioners of Palm Beach County*, 446 So.2d 140 (Fla. 4th DCA 1983); *Seminole County v. City of Casselberry*, 541 So.2d 666 (Fla. 5th DCA 1989); *City of Ormond Beach v. County of Volusia*, 535 So.2d 302 (Fla. 5th DCA 1988); and *St. Johns County v. Northeast Florida Builders Association*, 583 So. 2d 635, 637 (Fla. 1991).

³ *Hollywood, Inc. v. Broward County*, 431 So. 2d 606, 611-12 (Fla. 4th DCA), review denied, 440 So. 2d 352 (Fla. 1983), quoted and followed in *St. Johns County v. Northeast Florida Builders Ass’n*, 583 So. 2d 635, 637 (Fla. 1991).

county grew over one-quarter during the last decade, and the unincorporated area grew almost as rapidly. The unincorporated area captured over half of all the population growth over the decade.

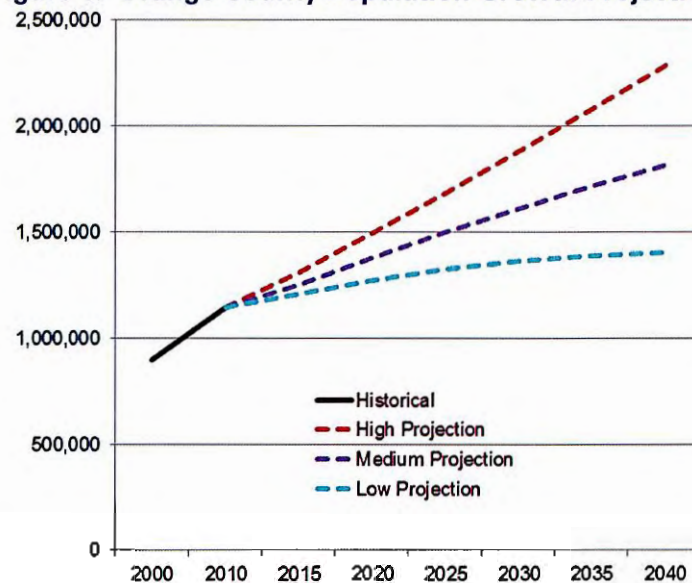
Table 4. Orange County Population Growth, 2000-2010

Jurisdiction	2000	2010	Growth	Growth Rate	% of Growth
Apopka	26,642	41,542	14,900	55.9%	6.0%
Bay Lake	23	47	24	104.3%	0.0%
Belle Isle	5,531	5,988	457	8.3%	0.2%
Eatonville	2,432	2,159	-273	-11.2%	-0.1%
Edgewood	1,901	2,503	602	31.7%	0.2%
Lake Buena Vista	16	10	-6	-37.5%	0.0%
Maitland	12,019	15,751	3,732	31.1%	1.5%
Oakland	936	2,538	1,602	171.2%	0.6%
Ocoee	24,391	35,579	11,188	45.9%	4.5%
Orlando	185,951	238,300	52,349	28.2%	21.0%
Windemere	1,897	2,462	565	29.8%	0.2%
Winter Garden	14,351	34,568	20,217	140.9%	8.1%
Winter Park	24,090	27,852	3,762	15.6%	1.5%
Subtotal, Incorporated	300,180	409,299	109,119	36.4%	43.7%
Unincorporated	596,164	736,657	140,493	23.6%	56.3%
Orange County Total	896,344	1,145,956	249,612	27.8%	100.0%

Source: U.S. Census Bureau.

While the Bureau of Economic and Business Research (BEBR) of the University of Florida acknowledges that there is currently great uncertainty about future growth, as indicated by the range of its most recent projections, it believes that its medium growth projection is the most likely to occur. The medium growth projection shows a significant tapering off of Orange County's historical growth, as illustrated in Figure 1. Nevertheless, substantial growth is projected, with the county population increasing to about 1.8 million by 2040. This substantial future growth will create growing demands for fire rescue facilities and equipment.

Figure 1. Orange County Population Growth Projections



Not only will growth create the need for additional fire rescue facilities, the impact fees are designed to be proportional to the need created by different types of development. The County's fire rescue impact fees are proportional to the number of fire rescue calls generated by the various land use categories. This methodology ensures that the fire rescue impact fees assessed are proportional to the impacts of the development. In addition, the impact fees are reduced to take into account future local taxes and grant funding that will be generated by new development and used for capacity-expanding capital improvements. Finally, the fire rescue impact fee ordinance contains a provision allowing an applicant who believes that his development will have less impact than indicated by the fee schedules to submit an independent fee calculation study.⁴

The Benefit Test

To meet the second prong of the dual rational nexus test, it is necessary to demonstrate that new development subject to the fee will benefit from the expenditure of the impact fee funds. One requirement is that the fees actually be used to fill the need that serves as the justification for the fees under the first part of the test. The fire rescue impact fee ordinance contains provisions requiring that impact fee revenues be spent only on growth-related capital improvements, defining "capital improvement" as:

*... site planning, land acquisition, site improvements, buildings, motor vehicles, personal equipment and communications facilities, but excludes maintenance and operations. Such capital improvements must have an expected use-life of five (5) years or more. Acquisition of a "capital improvement" means the purchase of facilities, equipment or technology that expands the capacity of the Orange County Fire Rescue Department to provide fire and rescue protection and prevention services made necessary by growth.*⁵

These provisions ensure that fire rescue impact fee revenues are spent on improvements that expand the capacity of the fire rescue system to accommodate new development, rather than on the maintenance or rehabilitation of existing fire rescue facilities or other purposes.

Another way to ensure that the fees are spent for their intended purpose is to require that the fees be refunded if they have not been used within a reasonable period of time. The Florida District Court of Appeals upheld Palm Beach County's road impact fee in 1983, in part because the ordinance included refund provisions for unused fees.⁶ Orange County's fire rescue impact fee ordinance contains provisions requiring that the fees be returned to the fee payer if they have not been spent or encumbered within six years of fee payment.⁷

In sum, ordinance provisions requiring the earmarking of funds, restricting the use of funds for growth-related capital improvements and providing for the expenditure of funds within a reasonable time period or the refunding of unexpended funds to fee payers ensure that the fees are spent to benefit fee-paying development.

⁴ Orange County Code, Sec. 23-60(b)(2)

⁵ Orange County Code, Sec. 23-57

⁶ *Home Builders Ass'n v. Board of County Commissioners of Palm Beach County*, 446 So. 2d 140 (Fla. Dist. Ct. App. 1983)

⁷ Orange County Code, Sec. 23-63

Florida Statutes

The 2006 Florida Legislature passed Senate Bill 1194, creating a new section in Chapter 163 that established certain requirements for impact fees in Florida. After two amendments that became effective in 2009, the section reads as follows:

163.31801 Impact fees; short title; intent; definitions; ordinances levying impact fees.--

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) An impact fee adopted by ordinance of a county or municipality or by resolution of a special district must, at minimum:

(a) Require that the calculation of the impact fee be based on the most recent and localized data.

(b) Provide for accounting and reporting of impact fee collections and expenditures. If a local governmental entity imposes an impact fee to address its infrastructure needs, the entity shall account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Limit administrative charges for the collection of impact fees to actual costs.

(d) Require that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee.

(4) Audits of financial statements of local governmental entities and district fire rescue boards which are performed by a certified public accountant pursuant to s. 218.39 and submitted to the Auditor General must include an affidavit signed by the chief financial officer of the local governmental entity or district fire rescue board stating that the local governmental entity or district fire rescue board has complied with this section.

(5) In any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or this section. The court may not use a deferential standard.

For the most part, these requirements are administrative and procedural. The only substantive requirement that has a bearing on this study is that the impact fee must "be based on the most

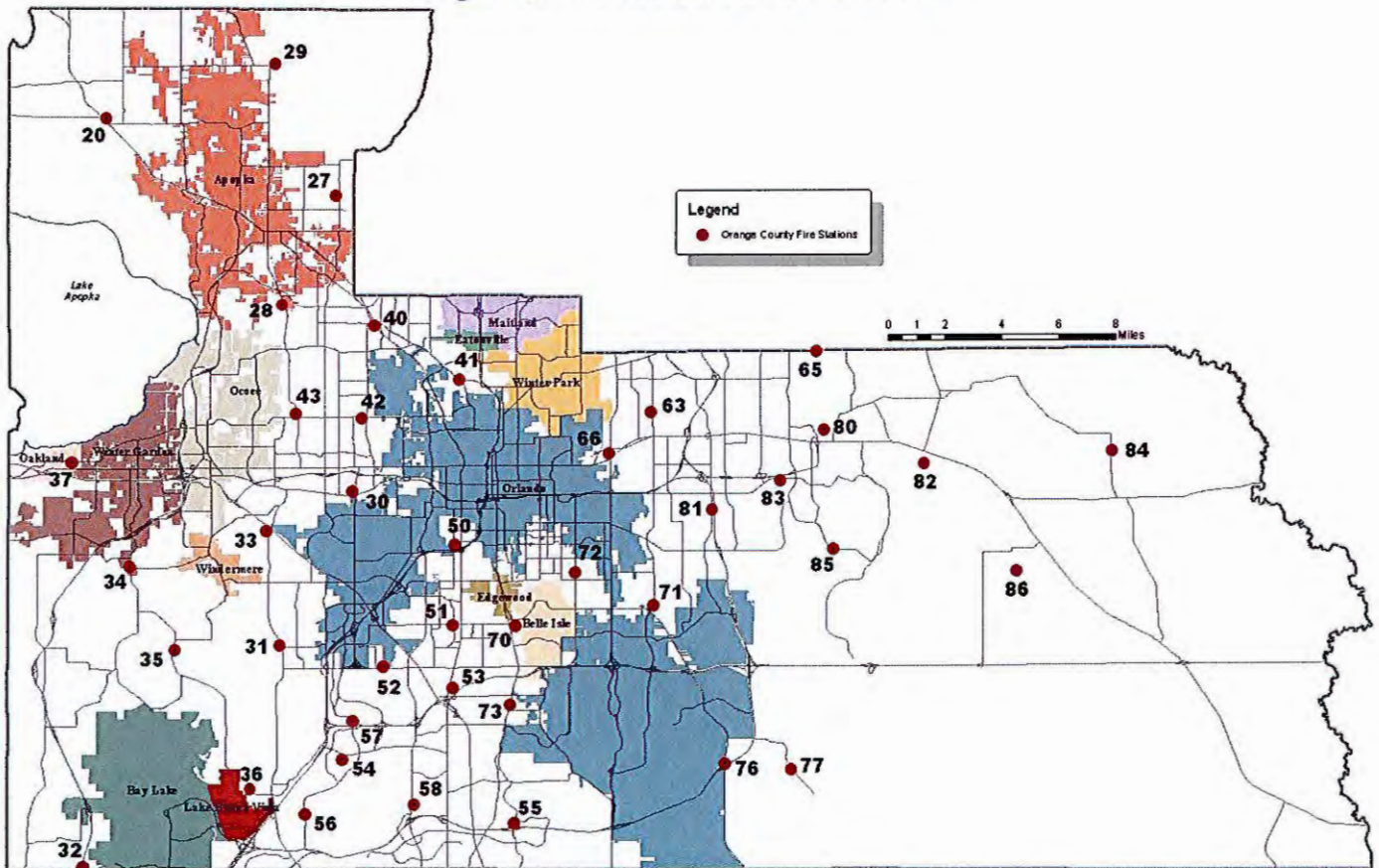
recent and localized data.” A variety of recent, local data has been gathered for use in the impact fee calculations. The major inputs into the formula are fire rescue call data by land use, existing land use data, the replacement value of existing capital facilities and revenue credits. Call data are based on calls received for the last three years (2008-2010). Existing land use data are derived from current Orange County Property Appraiser data and 2010 U.S. Census data for Orange County. Capital costs are based on the current assessed land values and current insured replacement costs for buildings and equipment. The revenue credits are based on grants received by the Fire Rescue Department over the last five years. This report complies with the substantive requirements of the Florida Impact Fee Act.

SERVICE AREA

The Orange County Fire Rescue Department provides fire rescue services primarily to the unincorporated area. In addition, the County provides fire rescue service by contract to the cities of Belle Isle and Edgewood. The County jointly-owns the City of Oakland's fire station, which serves both the City and surrounding unincorporated areas. Finally, the County has a contract with Winter Park to serve a small 19.24-acre unincorporated island sandwiched between Winter Park and Maitland.

The service area covered by County fire rescue stations (including the jointly-owned Oakland station) and equipment thus includes all of the unincorporated area (excluding the 19.24-acre area served under contract by Winter Park) and the cities of Belle Isle, Edgewood and Oakland. The locations of County fire stations and incorporated areas are illustrated in Figure 2.

Figure 2. Fire Rescue Station Locations



SERVICE UNITS

The impact of new development on the demand for fire rescue facilities is based on the average number of calls for service for different land use types. Because calls for service can vary from year to year, an average was taken of the last three years of call data. On average, the Fire Rescue Department received 86,005 calls for service annually over the last three years. Approximately 70% of all calls can be directly assigned to a land use category.

Table 5. Fire Rescue Calls by Land Use, 2008-2010

Land Use Category	2008	2009	2010	Average
Single-Family Det./Duplex/MH	31,170	29,742	36,378	32,097
Multi-Family	9,588	8,921	9,379	9,296
Hotel/Motel	4,183	3,745	3,619	3,849
Commercial Retail/Assembly	8,706	8,092	8,295	8,364
Office/Institutional	4,716	4,732	5,198	4,882
Industrial	489	478	491	486
Storage	1,419	1,369	722	1,170
Subtotal, Directly Assigned	60,271	57,079	63,082	60,144
Residential Other	3,892	5,932	2,723	4,182
Schools	368	403	1,752	841
Traffic Related	19,603	18,784	15,758	18,048
Other Outside	1,265	1,094	2,533	1,631
Unclassified	214	240	3,023	1,159
Total	85,613	83,532	88,871	86,005

Source: Orange County Fire Rescue Department, September 16, 2011.

Unassigned calls were allocated to land use categories using the same procedure utilized in the 2005 study. Residential other calls were allocated among residential categories (including hotel/motel) according to the proportion of assigned residential calls. Other types of unassigned calls were allocated among all land use categories according to the proportion of all assigned calls. The results are shown in Table 6.

Table 6. Average Annual Calls by Land Use

Land Use Category	Assigned	Unassigned Calls		Total
	Calls	Resid.	Other	
Single-Family Det./Duplex/MH	32,097	2,067	11,569	46,633
Multi-Family	9,296	859	3,351	13,506
Hotel/Motel	3,849	356	1,387	5,592
Commercial Retail/Assembly	8,364	0	3,015	11,379
Office/Institutional	4,882	0	1,760	6,642
Industrial	486	0	175	661
Storage	1,170	0	422	1,592
Total	60,144	4,182	21,679	86,005

Source: Assigned calls by land use and total "residential other" and other unassigned calls from Table 5; unassigned residential calls allocated among residential land uses according to assigned calls; unassigned other calls allocated among all land use categories according to assigned calls.

In order to determine annual calls per unit of development by land use, it is necessary to first determine existing land uses in the fire rescue service area. As noted in the previous section, the Fire Rescue Department primarily serves the unincorporated area, but it also serves the cities of

Belle Isle, Edgewood and Oakland. The Department does not serve a very small portion of the unincorporated area that is served by contract by the City of Winter Park, but this 19.24-acre area comprises less than 3/1,000s of one percent of the unincorporated area. Because information on existing land uses in this area are not available, the tiny impact it would have and the fact that excluding existing land uses in this area would have the effect of raising the fees, if there was any effect at all, no adjustments were made to unincorporated land uses to reflect the fact that the County does not serve this area. Estimates of existing land uses were derived from U.S. Census data and current Property Appraiser records, and are summarized in Table 7.

Table 7. Existing Land Uses in Fire Rescue Service Area

Land Use Category	Unit	Unincorp.	Belle Isle	Edge-wood	Oakland	Total
Single-Family Det./Duplex/MH	Dwelling	202,258	2,575	794	871	206,498
Multi-Family	Dwelling	81,261	50	303	60	81,674
Hotel/Motel	Room	44,635	0	0	0	44,635
Commercial Retail/Assembly	1,000 sq. ft	43,993	207	1,401	179	45,780
Office/Institutional	1,000 sq. ft	67,782	25	4	83	67,894
Industrial	1,000 sq. ft	15,583	0	0	300	15,883
Storage	1,000 sq. ft	39,042	0	0	0	39,042

Source: Land use data for unincorporated area from Orange County Planning Division; municipal dwelling units by housing type based on total units from 2010 census and distribution of units by housing type from 2000 census; nonresidential square footage from Orange County Property Appraiser records; hotel/motel rooms estimated based on 752 square feet per room from Tindale-Oliver & Associates, *Orange County Fire Impact Fee Study*, September 2005, p. 8.

The average annual number of fire rescue calls per development unit is derived by dividing annual calls by existing development units for each land use type, as shown in Table 8.

Table 8. Annual Calls per Development Unit by Land Use

Land Use Category	Unit	Annual Calls	Existing Units	Calls/Unit
Single-Family Det./Duplex/MH	Dwelling	46,633	206,498	0.226
Multi-Family	Dwelling	13,506	81,674	0.165
Hotel/Motel	Room	5,592	44,635	0.125
Commercial Retail/Assembly	1,000 sq. ft.	11,379	45,780	0.249
Office/Institutional	1,000 sq. ft.	6,642	67,894	0.098
Industrial	1,000 sq. ft.	661	15,883	0.042
Storage	1,000 sq. ft.	1,592	39,042	0.041

Source: Annual calls from Table 6; existing development units from Table 7.

CAPITAL COSTS

The capital cost of providing fire rescue services to new development includes the cost of land, fire stations, administration and training facilities and vehicles and equipment. The replacement costs of existing facilities are estimated in Table 9, based on assessed values of land from the Property Appraiser and the County's insured replacement values. One adjustment that was made was to take out the inflation that has been built into the insured building values over the last 8 years. Each year, the County's risk management department contacts its insurer for updated values, who bases their estimates on global cost analysis from FM Global and the Consumer Price Index. This is likely to overstate building replacement values, since construction costs have been falling in recent years. To remove the effects of this inflation indexing, building insured values as of FY 2004 have been used (the initial replacement value year was used for more recent buildings).

Table 9. Existing Fire Rescue Facility Inventory

Facility	Year Estab.	Acres	Land Value	Building Sq. Feet	Building Value
Admin./HQ	1994	6.51	\$851,586	60,845	\$6,346,262
Training Facility	1982	n/a	leased	n/a	leased
Fire Station #20	1962	0.47	\$30,000	4,375	\$612,500
Fire Station #27	2007	0.69	\$67,471	5,550	\$1,788,600
Fire Station #28	1995	11.76	\$294,000	2,000	\$115,264
Fire Station #29	1995	4.78	\$105,160	2,000	\$115,264
Fire Station #30	1992	5.64	\$338,400	12,567	\$1,759,380
Fire Station #31	1978	n/a	leased	n/a	leased
Fire Station #32	1995	n/a	leased	n/a	leased
Fire Station #33	2001	2.00	\$100,000	6,500	\$910,000
Fire Station #34	1986	1.35	\$212,000	5,378	\$752,920
Fire Station #35	2009	5.63	\$413,968	10,084	\$3,343,798
Fire Station #36	1986	1.37	\$175,000	8,736	\$1,223,040
Fire Station #37*	2004	n/a	not owned	n/a	not owned
Fire Station #40	1979	3.45	\$413,507	6,561	\$918,540
Fire Station #41	1990	0.49	\$64,044	10,228	\$1,431,920
Fire Station #42	1974	0.45	\$117,000	9,184	\$1,285,760
Fire Station #43	2001	1.68	\$67,000	6,500	\$910,000
Fire Station #50	1980	0.93	\$100,000	7,770	\$1,087,800
Fire Station #51	1965	1.48	\$370,875	13,550	\$1,796,916
Fire Station #52	1980	1.74	\$321,789	5,000	\$700,000
Fire Station #53	1977	1.00	\$184,491	3,432	\$480,480
Fire Station #54	1992	4.83	\$1,600,000	13,700	\$1,918,000
Fire Station #55	2007	1.07	\$139,653	6,656	\$2,447,311
Fire Station #56	2004	1.67	\$582,736	7,431	\$1,640,000
Fire Station #57	1992	n/a	leased	n/a	leased
Fire Station #58	1999	1.72	\$380,371	6,000	\$840,000
Fire Station #63	1965	9.39	\$122,000	6,500	\$910,000
Fire Station #65	1999	n/a	not owned	n/a	not owned
Fire Station #66	1970	0.64	\$279,000	6,252	\$753,634
Fire Station #70	1950	2.00	\$196,440	6,500	\$910,000
Fire Station #71	1970	1.72	\$15,663	8,667	\$1,213,380
Fire Station #72	1994	3.16	\$237,000	6,500	\$910,000

Table 9. Continued

Facility	Year Estab.	Acres	Land Value	Building Sq. Feet	Building Value
Fire Station #73	1955	0.33	\$93,450	2,748	\$358,218
Fire Station #76	1983	1.43	\$185,000	5,378	\$698,880
Fire Station #77	2007	5.00	\$54,000	6,656	\$2,824,987
Fire Station #80	1973	2.07	\$425,040	12,430	\$1,740,200
Fire Station #81	2007	4.30	\$275,000	10,631	\$2,956,577
Fire Station #82	1991	1.79	\$54,000	10,000	\$1,400,000
Fire Station #83	1989	2.00	\$500,000	11,000	\$1,540,000
Fire Station #84	1994	4.77	\$71,550	1,400	\$115,264
Fire Station #85	2004	1.24	\$269,225	7,431	\$1,640,000
Fire Station #86	1997	4.34	\$52,250	5,939	\$190,000
Supply Whse	1960	1.64	\$108,240	14,056	\$425,056
Total		106.53	\$9,866,909	336,135	\$51,009,951

Source: Orange County Fire Department, "OC Fire Property Value," March 21, 2012 and "OC Fire Station Value," September 23, 2011; land values are current assessed values from the Property Appraiser, building values are insured values as of FY 2004 unless built since, in which case they are based on the first fiscal year for which an insured value is available.

The call data is based on average calls during the years 2008 to 2010, which roughly equates to 2009. No new fire stations have been built since 2009, but approximately 8% of the Fire Rescue Departments fixed asset value was acquired in 2010 and 2011. To ensure consistency between the number of calls and the facilities that supported the response to those calls, only vehicles and equipment purchased before 2010 are included. Dividing the total replacement cost of facilities in place during the period covered by the call data by the average annual number of calls received results in an average capital cost of \$1,345 per call, as shown in Table 10.

Table 10. Fire Rescue Capital Cost per Call

Station/Building Cost	\$51,009,951
Vehicle/Equipment Cost	\$54,767,572
Land Cost	\$9,866,909
Total Facility Cost	\$115,644,432
÷ Total Annual Calls	86,005
Capital Cost per Call	\$1,345

Source: Land and building costs from Table 9; vehicle/equipment costs are original costs from fixed asset listings, excluding assets purchased since 2009.

REVENUE CREDITS

In addition to paying fire rescue impact fees, new development may also pay for fire rescue facilities through future contributions to other capital funding sources that will be used to pay for expanding fire rescue capacity. The impact fees will be reduced by the present value of those future contributions expected to be made over the next 25 years in order to ensure that new development is not charged twice for the same facilities.

Debt Credit

The clearest case for a revenue credit is for outstanding debt on existing facilities that will be retired, in part, by property tax or other payment made by future development. In this case, new development would be paying for its share of capital costs through impact fees, while also paying for a portion of the costs of existing facilities serving existing development. However, there is no outstanding debt on existing fire rescue facilities or equipment. Nor are there any capital leases on existing vehicles or equipment. Consequently, no revenue credit is warranted for outstanding debt.

General Fund Credit

Credit is sometimes provided in impact fee analysis for property tax or other general fund revenues that have historically or traditionally been used to pay for the capital costs of expanding facilities. Such a credit is probably not necessary, since such revenues are not dedicated for capital improvements and are mostly generated by existing development. New development will contribute toward such revenues in the future, but will also benefit, along with existing development, for the enhanced level of service that such non-impact fee revenues will provide. In addition, Orange County has traditionally funded all growth-related fire rescue capital improvements with impact fees. Nevertheless, a credit was provided in the 2005 study to address the possibility that property tax or general fund revenues may be used for such purposes in the future, and this update will continue to provide such a credit, using the same methodology used in the previous study.

The methodology used in the 2005 study was to determine the average percent of the total unincorporated population over the next 25 years that can be attributed to new development. If fire rescue capital improvements were funded exclusively from general revenue, it could be expected that new development would fund this percentage of the costs of those facilities. However, since the County has traditionally relied on impact fees to fund fire rescue capital improvements, the percentage was cut in half. This reduced percentage was then multiplied by the capital cost per call to determine a general fund credit. Utilizing this same methodology, the general fund credit is \$120 per call, as shown in Table 11.

Table 11. General Fund Credit

Year	County Population	Unincorp. Population	Cumulative Growth	Growth Percent
2010	1,145,956	736,657	n/a	n/a
2011	1,167,171	748,601	11,944	1.6%
2012	1,188,386	760,545	23,888	3.1%
2013	1,209,601	772,489	35,832	4.6%
2014	1,230,816	784,433	47,776	6.1%
2015	1,252,033	796,378	59,721	7.5%
2016	1,277,140	810,513	73,856	9.1%
2017	1,302,247	824,648	87,991	10.7%
2018	1,327,354	838,783	102,126	12.2%
2019	1,352,461	852,918	116,261	13.6%
2020	1,377,569	867,054	130,397	15.0%
2021	1,401,774	880,681	144,024	16.4%
2022	1,425,979	894,308	157,651	17.6%
2023	1,450,184	907,935	171,278	18.9%
2024	1,474,389	921,562	184,905	20.1%
2025	1,498,596	935,191	198,534	21.2%
2026	1,521,398	948,029	211,372	22.3%
2027	1,544,200	960,867	224,210	23.3%
2028	1,567,002	973,705	237,048	24.3%
2029	1,589,804	986,543	249,886	25.3%
2030	1,612,607	999,381	262,724	26.3%
2031	1,633,620	1,011,211	274,554	27.2%
2032	1,654,633	1,023,041	286,384	28.0%
2033	1,675,646	1,034,871	298,214	28.8%
2034	1,696,659	1,046,701	310,044	29.6%
2035	1,717,671	1,058,531	321,874	30.4%
Average Growth Share of Unincorp. Population				17.7%
One-Half of Growth Share				8.9%
x Capital Cost per Call				\$1,345
General Fund Credit per Call				\$120

Source: County population projections from University of Florida, Bureau of Economics and Business Research (BEER), *Projections of Florida Population by County, 2010-2040*, June 2011; 2010 unincorporated population from 2010 U.S. Census; unincorporated county population growth based on county-wide population projections and 2000-2010 share of county-wide growth from Table 4; one-half of growth share assumed to be consistent with 2005 fire rescue impact fee study; capital cost per call from Table 10.

Grant Funding Credit

A final credit consideration is capital grants. To the extent that the County has historically relied on grant funding for capital facilities and equipment, the impact fees could be reduced to reflect this alternative source of funding. The 2005 study used the general fund credit to address grants as well, but this update calculates an additional credit based on the last five years of grant receipts. The grant funding credit calculated below in Table 12 amounts to \$32 per call.

Table 12. Grant Funding Credit

Capital Grants, 2006-2010	\$901,480
÷ Five Years	5
Annual Capital Grants	\$180,296
÷ Total Annual Calls	86,005
Annual Grant Funding per Call	\$2.10
x Present Value Factor (25 years)	15.06
Grant Funding Credit per Call	\$32

Source: Capital grant funding from 2006 through 2010 from Fire Rescue Department fixed asset listings, September 16, 2011; total annual calls from Table 6; present value factor based on 4.35% discount rate, which is the three-month average interest rate on state and local bonds (June through August 2011) from the U.S. Federal Reserve at <http://www.federalreserve.gov/datadownload/Build.aspx?rel=H15>.

Net Cost Summary

Reducing the capital cost per call by the amount of the credits for potential general fund capital expenditures and the present value of future grant funding attributable to new development results in a net cost of \$1,193 per call, as shown in Table 13.

Table 13. Fire Rescue Net Cost per Call

Capital Cost per Call	\$1,345
- General Fund Credit per Call	-\$120
- Grant Funding Credit per Call	-\$32
Net Capital Cost per Call	\$1,193

Source: Capital cost per call from Table 10; general fund credit from Table 11; grant funding credit from Table 12.

FEE SCHEDULE

The net cost per development unit is the product of the average annual number of fire rescue calls that can be expected to be generated from the type of land use and the net cost per call calculated in this report. The resulting net costs per development unit shown in Table 14 represent the maximum fire rescue impact fees that can be justified based on the analysis contained in this study.

Table 14. Updated Fire Rescue Impact Fees

Land Use Category	Unit	Calls/ Unit	Net Cost/ Call	Net Cost/ Unit
Single-Family Det./Duplex/MH	Dwelling	0.226	\$1,193	\$270
Multi-Family	Dwelling	0.165	\$1,193	\$197
Hotel/Motel	Room	0.125	\$1,193	\$149
Commercial Retail/Assembly	1,000 sq. ft.	0.249	\$1,193	\$297
Office/Institutional	1,000 sq. ft.	0.098	\$1,193	\$117
Industrial	1,000 sq. ft.	0.042	\$1,193	\$50
Storage	1,000 sq. ft.	0.041	\$1,193	\$49

Source: Calls per unit from Table 8; net cost per call from Table 13.

The County's fire rescue impact fees were adjusted annually for inflation three times since the 2005 update. Effective on May 13, 2011, the fees that were last updated for inflation on March 10, 2009 were temporarily reduced by 25%. Table 15 below compares the updated fees to the fees that were in place prior to the temporary reduction. The updated fees are lower than the current fees for multi-family, hotel/motel, office/institutional and warehouse uses, but are higher for single-family, commercial and industrial land use categories.

Table 15. Comparison of Current and Updated Fire Rescue Fees

Land Use Category	Unit	Current Fee*	Updated Fee	Percent Change
Single-Family Det./Duplex/MH	Dwelling	\$222.69	\$270.00	21.2%
Multi-Family	Dwelling	\$195.17	\$197.00	0.9%
Hotel/Motel	Room	\$180.45	\$149.00	-17.4%
Commercial Retail/Assembly	1,000 sq. ft.	\$247.62	\$297.00	19.9%
Office/Institutional	1,000 sq. ft.	\$202.75	\$117.00	-42.3%
Industrial	1,000 sq. ft.	\$43.65	\$50.00	14.5%
Storage	1,000 sq. ft.	\$52.50	\$49.00	-6.7%

* fees effective on March 10, 2009, prior to temporary 25% reduction

Source: Current fees (prior to temporary reduction) from Orange County, "Impact Fees" brochure, May 13, 2011; updated fees from Table 14.

INDEXING

The 2005 fire rescue impact fee study calculated an annual inflation indexing percentage that could be applied in future years. This index was based on a weighted index composed of a building cost index (based on the national *Engineering News-Record* building cost index), an equipment cost index (based on the Consumer Price Index for the South Region) and a land cost index (based on just land values for the unincorporated area). Each index reflected the average annual change over the last three year (2001-2004), and was weighted by the percentage of total costs represented by the land, building and equipment components. The weighted index calculated in the 2005 study was 3.5%. County made three annual inflation adjustments to the fire rescue impact fees using this index since the fees were adopted, so that the fees in effect on March 10, 2009 were 10.9% higher than the fees calculated in the 2005 study.

Given the recent volatility in capital improvement costs due to the housing market and economic downturn, basing future inflation indexing on recent history no longer appears to be as reasonable as it did six years ago. For example, the 2005 study estimated that land costs would increase by 10.9% annually. Of course, land costs account for a very small part of total fire rescue costs (about 7% in the 2005 study and this study). Construction costs in Florida have tended to fall in recent years, due to increased competition for work and reduced profit margins and labor costs, but there are no reliable construction cost indices that reflect this trend (most construction cost indices, such as the ENR building cost index, do not factor in profit margins at all, but are based solely on material and labor costs). Consequently, it is recommended that the County discontinue indexing fire rescue impact fees for inflation, at least until economic conditions stabilize.

If the County desires to index fire rescue impact fees in the future, it is recommended that the indexing be done annually, using the most current indices available. The method for calculating the combined index is shown in Table 16.

Table 16. Indexing Components

Cost Component	Component Index (a)	Weighting Factor (b)	Combined Index
Buildings (c)	% Change in Engineering News-Record Building Cost Index	44.1%	(a) x (b)
Equipment (d)	% Change in Consumer Price Index (Southern Region)	47.4%	(a) x (b)
Land (e)	% Change in Just Land Values in Unincorporated Area	8.5%	(a) x (b)
Total		100.0%	sum of (c)-(e)

Source: Building and equipment indices are the percent change in the indicated indices over the most recent 12-month period; land index is percent change in total just land values for the unincorporated area from the Orange County Property Appraiser over the last two years; weighting factors based on cost shares from Table 10.

ORDINANCE AMENDMENTS

The ordinance implementing fire rescue impact fees is codified in the Orange County Code, Chapter 23: Impact Fees, Article III: Fire/Rescue Services Impact Fee. Recommended modifications are shown below in underline/strike-out format for several sections of the ordinance.

The major recommended change is to insert the updated fees into the fee schedule. The effective date of the updated fees is a policy decision for the Board of County Commissioners. The updated fees are higher than the current fees (which still apply in certain instances, such as alternative fee calculation studies, in spite of the temporary 25% reduction) for all land uses except for office/institutional. Consequently, the updated office/institutional fee should become effective immediately upon the effective date of the ordinance revisions.

It would be possible to simply revise the office/institutional rate, while leaving the other impact fees as they are until the updated fees are adopted at some percentage. However, this approach, while avoiding charging office/institutional uses for a higher rate than can be justified based on the updated study, would lessen the proportionality of the fees, since the office/institutional fee would be at 100% of the updated maximum rate, while other uses would be at a lower percentage. A preferable alternative would be to update all of the fees (before the 25% reduction) at 82.5% immediately. This would result in fees all being based on the updated study, while none of the fees would be higher than they are now (retail/commercial would be the same as it is now, while the others would be lower).

As noted, the fees have been temporarily reduced by 25%. This temporary reduction was effective on May 13, 2011, and will be in place for 18 months or until the fees are updated, whichever occurs first. Given that the updated fees are higher, for all but one land use, than the current fees, the Board may desire to continue the 18-month reduction until it would have expired on November 12, 2012. If that happens, the fees would increase by one-third on November 13, 2012. The County may desire to phase-in the increase to the maximum fees over a somewhat longer time period. It is suggested that the County may want to wait another year, until November 13, 2013, before increasing to the full updated fees. The draft ordinance revisions below would accomplish this scenario.

Another minor change is required to ensure consistency between the fee schedule and the impact fee study. The call data on which the fees are based group duplexes in the same category with single-family detached and mobile home units. Currently, the ordinance assesses duplexes like multi-family, rather than like single-family. The ordinance should be modified so that the method of fee assessment is consistent with the fee calculations.

Sec. 23-57. - Definitions.

Duplex shall mean the primary use of a lot for two dwelling units.

Impact fee study shall mean the "Fire Rescue Impact Fee Study for Orange County, Florida" ~~"Orange County 2005 Fire/Rescue Services Impact Fee Update Study"~~ prepared by Duncan

Associates Tindale Oliver & Associates Inc. dated March 21, 2012 ~~September 9, 2005~~, or a subsequent similar study.

Multifamily shall mean the primary use of a lot for ~~two~~ three or more dwelling units. For the purposes of this ordinance, time-share development shall be considered as multifamily.

Single-family shall mean the primary use of a lot for a single dwelling unit, including a mobile home, not attached to any other dwelling unit, or for a mobile home park.

Sec. 23-60. - Fees; comparable uses, adjustments; periodic adjustments; time of payment.

- (a) Fees. The following impact fees are hereby imposed upon all new development in the county:

Fire Rescue Impact Fee Schedule

Development Type	Impact Fee Per Development Unit			
	March 10, 2006 March 9, 2007	March 10, 2007 March 9, 2008	March 10, 2008 March 9, 2009	March 10, 2009 until updated
Land Use				
<i>Residential:</i>				
Single-Family-Mobile Home (per dwelling)	\$200.85	\$207.88	\$215.16	\$222.69
Multi-Family (per dwelling)	\$176.03	\$182.19	\$188.57	\$195.17
Hotel/Motel (per room)	\$162.75	\$168.45	\$174.35	\$180.45
<i>Nonresidential:</i>				
Office/Institutional (per 1,000 sq. ft.)	\$182.87	\$189.27	\$195.89	\$202.76
Industrial (per 1,000 sq. ft.)	\$39.36	\$40.74	\$42.17	\$43.65
Storage (per 1,000 sq. ft.)	\$47.34	\$49.00	\$50.72	\$52.50
Commercial Retail/Assembly (per 1,000 sq. ft.)	\$223.34	\$231.16	\$239.25	\$247.62

Development Type Land Use	Impact Fee Per Development Unit	
	eff. date until Nov. 12, 2013	Nov. 13, 2013 until updated
<u>Residential:</u>		
Single-Family/Duplex/Mobile Home (per dwelling)	\$222.69	\$270.00
Multi-Family (per dwelling)	\$162.48	\$197.00
Hotel/Motel (per room)	\$122.89	\$149.00
<u>Nonresidential:</u>		
Office/Institutional (per 1,000 sq. ft.)	\$96.50	\$117.00
Industrial (per 1,000 sq. ft.)	\$41.24	\$50.00
Storage (per 1,000 sq. ft.)	\$40.41	\$49.00
Commercial Retail/Assembly (per 1,000 sq. ft.)	\$244.96	\$297.00

* Beginning March 10, 2007, the impact fees set forth above reflect indexing at a three point five (3.5) percent increase per year based on a combination of cost and value indices as set forth in the impact fee study; provided, however, that the automatic increase shall be suspended for the period from March 10, 2010, through March 31, 2012, and such impact fees shall remain at the rates that became effective on March 10, 2009, until the impact fee schedule is updated.

Provided, however, that the fire/rescue services impact fees shall be reduced by twenty-five (25) percent for any building permits issued during the eighteen-month period from May 13, 2011 through November 12, 2012, or until the effective date of a revised fire/rescue services impact fee ordinance imposing a new impact fee schedule based on an updated impact fee study, whichever occurs first. The temporary twenty-five (25) percent reduction shall not apply to an alternative fire/rescue services impact fee approved pursuant to section 23-61(c); shall not apply to fire/rescue impact fees deferred pursuant to the pilot program for deferral of impact fees for workforce housing authorized in section 23-67; and shall not apply to fire/rescue impact fees otherwise discounted pursuant to section 23-62, or otherwise discounted by agreement.

LAW ENFORCEMENT IMPACT FEE STUDY

Prepared for

ORANGE COUNTY, FLORIDA

OCTOBER 11, 2012

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Executive Summary

OVERVIEW

Orange County, Florida, has retained TischlerBise to update the County's law enforcement impact fee study. Impact fees are one-time payments used to construct system improvements needed to accommodate development. Law enforcement impact fees for Orange County are proportionate and reasonably related to the law enforcement capital facility service demands of new development. Impact fees are necessary to achieve an equitable allocation of capital costs, in comparison to past and future benefits.

After discussions with Sheriff's Department staff, TischlerBise determined demand indicators for each type of public facility and calculated residential and nonresidential proportionate share factors. These factors are used to allocate costs by type of development. The formulas used to calculate the law enforcement impact fees for Orange County is diagrammed in a flow chart and summary tables indicating the specific Level-Of-Service (LOS) or infrastructure standards used to derive the law enforcement impact fees.

IMPACT FEE METHODOLOGIES

There are three basic methods used to calculate the impact fees. The **incremental expansion** method documents the current LOS for each type of public facility in both quantitative and qualitative measures. This method is best suited for public facilities that will be expanded incrementally in the future, with LOS standards based on current conditions in the community. The **plan-based** method is best suited for public facilities that have adopted plans or commonly accepted engineering standards to identify the need for capital projects. A **cost recovery** method may be used for facilities that have been oversized to accommodate future development, at least for the next six years. The rationale for the cost recovery approach is that new development is paying for its share of the useful life or remaining capacity of the existing facility.

Another general requirement that is common to impact fee methodologies is the evaluation of credits. Past and future revenue credits have been evaluated to avoid potential double payment situations arising from the payment of a one-time impact fee and then subsequent payments of other revenues that may also fund growth-related capital improvements. General Fund revenues, such as property taxes, being used for parks and public safety improvements have been accounted for in credits for future principal payments.

SUMMARY OF CURRENT AND PROPOSED IMPACT FEES

Figure 1 shows the 2005 Orange County Law Enforcement Impact Fee, existing fees, and proposed law enforcement fee by land use. The current fees include annual indexing at a 2.5% rate as indicated in the *Orange County Code, Part II, Chapter 24, Article II – Law Enforcement Impact Fee, Section 23-29. This includes temporary 25% reduction for any building permit issued between May 13, 2011 and March 31, 2012.* The changes in fees vary based on residential and nonresidential development factors, law enforcement buildings and vehicle growth, and capital cost factors.

Figure 1. Current and Proposed Fees

Land Use	Unit	2005 Fee ¹	Current Fee ²	Proposed Fee	Change ³	% Change ³
Single Family Detached	Dwelling	\$193	\$156	\$271	\$78	40%
Multifamily	Dwelling	\$61	\$49	\$319	\$258	423%
Manufactured Homes	Dwelling	\$61	\$49	\$263	\$202	331%
Hotel/Motel	Room	\$98	\$79	\$135	\$37	38%
Commercial/Retail	1,000 Sq. Ft.	\$308	\$249	\$494	\$186	60%
Office/Institutional	1,000 Sq. Ft.	\$77	\$62	\$109	\$32	42%
Manufacturing	1,000 Sq. Ft.	\$47	\$38	\$118	\$71	151%
Warehousing	1,000 Sq. Ft.	\$47	\$38	\$57	\$10	21%
Schools (Private Only)	1,000 Sq. Ft.	\$23	\$19	\$32	\$9	40%

1. Fees calculated in the *2005 Orange County Law Enforcement Impact Fee Study*.

2. Current fees include annual indexing at a 2.5% rate as indicated in the Orange County Code, Part II, Chapter 23, Article II – Law Enforcement Impact Fee, Section 23-29. Included is a temporary 25% reduction for any building permit issued between May 13, 2011 and March 31, 2012.

3. This indicates change from the maximum supportable 2005 fee calculation.

SUMMARY OF FEE CHANGES

The proposed fees in this report are higher than the current fees as calculated in the *2005 Orange County Law Enforcement Impact Fee Study*. Figure 2 shows the changes in building and vehicle inventory, capital costs, and calls. The net capital cost grew by 113% while the total annual calls for service grew by 49%. As a result, the net capital cost per call grew by 43%.

Figure 2. Capital Costs and Calls Comparison

	2005 Study	Proposed Study	Increase Decrease	% Change
Building Cost	\$40,058,970	\$71,988,542	\$31,929,572	80%
Vehicle Cost	\$32,573,782	\$70,046,069	\$37,472,287	115%
Total Capital Cost	\$72,632,752	\$142,034,611	\$69,401,859	96%
Eligible Debt	\$12,424,416	\$13,769,305	\$1,344,889	11%
Net Capital Cost	\$60,208,336	\$128,265,306	\$68,056,970	113%
Annual Calls for Service	345,584	513,693	168,109	49%
Net Capital Cost per Call	\$174	\$250	\$75	43%

Figure 3 depicts the change in building inventory and costs. Building square footage increased 44% since the 2005 study. This study uses a cost of \$212 per square foot to address the cost of index value, which is a 25% increase. As a result of the increased square footage and cost per square feet, the total cost of buildings increases 80%.

Figure 3. Building Cost Comparison

	2005	Proposed Study	Increase	% Change
Building Sq. Feet	235,641	339,569	103,928	44%
Cost per Sq. Foot	\$170	\$212	\$42	25%
Total Cost	\$40,058,970	\$71,988,542	\$31,929,572	80%

Figure 4 depicts a comparison of total number of vehicles and vehicle cost. Total number of vehicles grew by 75% since the 2005 study. The estimated replacement cost for nearly every category is assumed to be higher in this study than the replacement costs used in the 2005 *Orange County Law Enforcement Impact Fee Study*. As a result of additional vehicles and higher replacement costs, the total vehicle cost grew by 115%.

Figure 4. Vehicle Cost Comparison

	2005	Proposed Study	Increase	% Change
Total Vehicles	1,234	1,975	741	60%
Total Vehicle Cost	\$32,573,782	\$70,046,069	\$37,472,287	115%

Figure 5 shows the change in calls used for the time period of 2005 to 2010. Annual calls for service grew by 49%.

Figure 5. Change in Calls

Land Use Type	Units of Development	2005 Calls for Service	2010 Calls for Service	Total Change in Calls	2005 Units	Current Units	Total Unit Growth	2005 Calls per Unit	Current Calls per Unit
Single Family Detached	Dwelling	187,625	190,678	3,053	168,800	175,966	7,166	1.11	1.08
Multi-Family/Mobile-Home	Dwelling	32,853	127,522	94,669	94,711	103,082	8,371	0.35	1.24
Hotel/Motel	Rooms	25,286	37,807	12,521	44,871	69,747	24,876	0.56	0.54
Commercial/Retail	1,000 sq. ft.	66,895	105,515	38,620	37,795	53,317	15,522	1.77	1.98
Office/Institutional	1,000 sq. ft.	19,758	35,261	15,503	44,888	80,455	35,567	0.44	0.44
Manufacturing	1,000 sq. ft.	2,829	5,178	2,349	10,402	10,953	551	0.27	0.47
Warehousing	1,000 sq. ft.	9,812	10,329	517	36,123	45,306	9,183	0.27	0.23
Schools (Private Only)	1,000 sq. ft.	526	1,403	877	4,021	10,868	6,847	0.13	0.13
TOTAL		345,584	513,693	168,109	441,611	549,695	108,084		

1. The 2005 Orange County Law Enforcement Impact Fee report consolidates Manufactured Homes and Multifamily, while this report separates the two categories. This chart shows remains consistent with the 2005 methodology in order to show call and development growth.

General Impact Fee Requirements

Impact fees are one-time payments used to fund capital improvements necessitated by new growth. Impact fees have been utilized by local governments in various forms for at least fifty years. Impact fees do have limitations, and should not be regarded as the total solution for infrastructure financing needs. Rather, they should be considered one component of a comprehensive portfolio to ensure adequate provision of public facilities with the goal of maintaining current levels of service in a community. Any community considering impact fees should note the following limitations:

- Impact fees can only be used to finance capital infrastructure and cannot be used to finance ongoing operations and/or maintenance and rehabilitation costs;
- Impact fees cannot be deposited in the local government's General Fund. The funds must be accounted for separately in individual accounts and earmarked for the capital expenses for which they were collected; and
- Impact fees cannot be used to correct existing infrastructure deficiencies unless there is a funding plan in place to correct the deficiency for all current residents and businesses in the community.

LEGAL FRAMEWORK

U.S. Constitution. Like all land use regulations, development exactions—including impact fees—are subject to the Fifth Amendment prohibition on taking of private property for public use without just compensation. Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against regulatory takings. To comply with the Fifth Amendment, development regulations must be shown to substantially advance a legitimate governmental interest. In the case of impact fees, that interest is in the protection of public health, safety, and welfare by ensuring that development is not detrimental to the quality of essential public services.

There is little federal case law specifically dealing with impact fees, although other rulings on other types of exactions (e.g., land dedication requirements) are relevant. In one of the most important exaction cases, the U. S. Supreme Court found that a government agency imposing exactions on development must demonstrate an “essential nexus” between the exaction and the interest being protected (see *Nollan v. California Coastal Commission*, 1987). In a more recent case (*Dolan v. City of Tigard, OR*, 1994), the Court ruled that an exaction also must be “roughly proportional” to the burden created by development. However, the *Dolan* decision appeared to set a higher standard of review for mandatory dedications of land than for monetary exactions such as development impact fees.

REQUIRED FINDINGS

There are three reasonable relationship requirements for impact fees that are closely related to “rational nexus” or “reasonable relationship” requirements enunciated by a number of state courts. Although the term “dual rational nexus” is often used to characterize the standard by which courts evaluate the validity of impact fees under the U.S. Constitution, we prefer a more rigorous formulation that recognizes three elements: “impact or need,” “benefit,” and “proportionality.” The dual rational nexus test explicitly addresses only the first two, although proportionality is reasonably implied, and was specifically mentioned by the U.S. Supreme Court in the *Dolan* case. The reasonable relationship language of the statute is considered less strict than the rational nexus standard used by many courts. Individual elements of the nexus standard are discussed further in the following paragraphs.

Demonstrating an Impact. All new development in a community creates additional demands on some, or all, public facilities provided by local government. If the supply of facilities is not increased to satisfy that additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is a consequence of development that is subject to the fees. The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate conditions created by the developments upon which they are imposed. That principle clearly applies to impact fees. In this study, the impact of development on improvement needs is analyzed in terms of quantifiable relationships between various types of development and the demand for specific facilities, based on applicable level-of-service standards.

Demonstrating a Benefit. A sufficient benefit relationship requires that fee revenues be segregated from other funds and expended only on the facilities for which the fees were charged. Fees must be expended in a timely manner and the facilities funded by the fees must serve the development paying the fees. Procedures for the earmarking and expenditure of fee revenues are typically mandated by the State enabling act, as are procedures to ensure that the fees are expended expeditiously or refunded. All of these requirements are intended to ensure that developments benefit from the fees they are required to pay. Thus, an adequate showing of benefit must address procedural as well as substantive issues.

Demonstrating Proportionality. The requirement that exactions be proportional to the impacts of development was clearly stated by the U.S. Supreme Court in the *Dolan* case (although the relevance of that decision to impact fees has been debated) and is logically necessary to establish a proper nexus. Proportionality is established through the procedures used to identify development-related facility costs, and in the methods used to calculate impact fees for various types of facilities and categories of development. The demand for facilities is measured in terms of relevant and measurable attributes of development. For example, the need for school improvements is measured by the number of public school-age children generated by development.

Service Area and Demographic Analysis

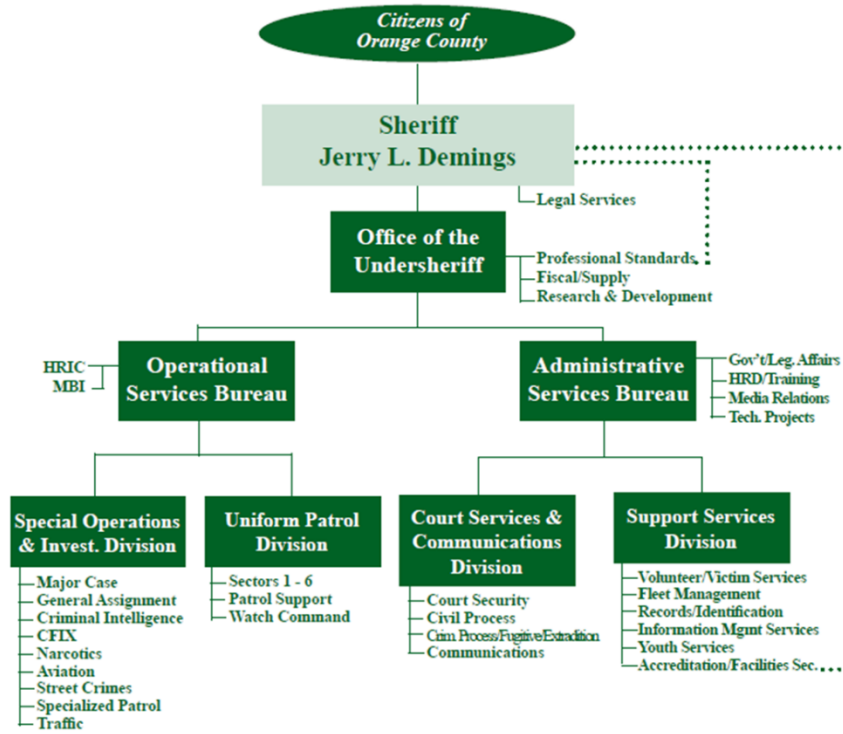
SERVICE AREA

The law enforcement impact fee is applicable to law enforcement and patrol functions that provide services to unincorporated Orange County. These functions do not include homeland security provided by the Law Enforcement Operations Bureau of the Sheriff's Office (Figure 6). Additionally, the law enforcement impact fee collects an unincorporated proportionate share of the cost of support and administrative facilities of the Sheriff's Office which serve the County as a whole (incorporated and unincorporated).

Law enforcement facilities and patrol functions in Orange County are housed in both centralized and regional buildings. Regardless of location, law enforcement facilities and assets provide services as needed throughout the unincorporated County. Therefore, new development can reasonably expect to benefit from additional facilities and assets regardless of location within Orange County. In addition to serving the unincorporated area, the Orange County Sheriff's office is contracted to provide service to the Disney municipalities of Bay Lake and Lake Buena Vista. These incorporated areas are included in the fee calculation and referred to as part of the unincorporated County throughout this report.

Figure 6 below depicts the law enforcement organizational chart for Orange County, Florida.

Figure 6. Law Enforcement Organizational Chart



METHODOLOGY

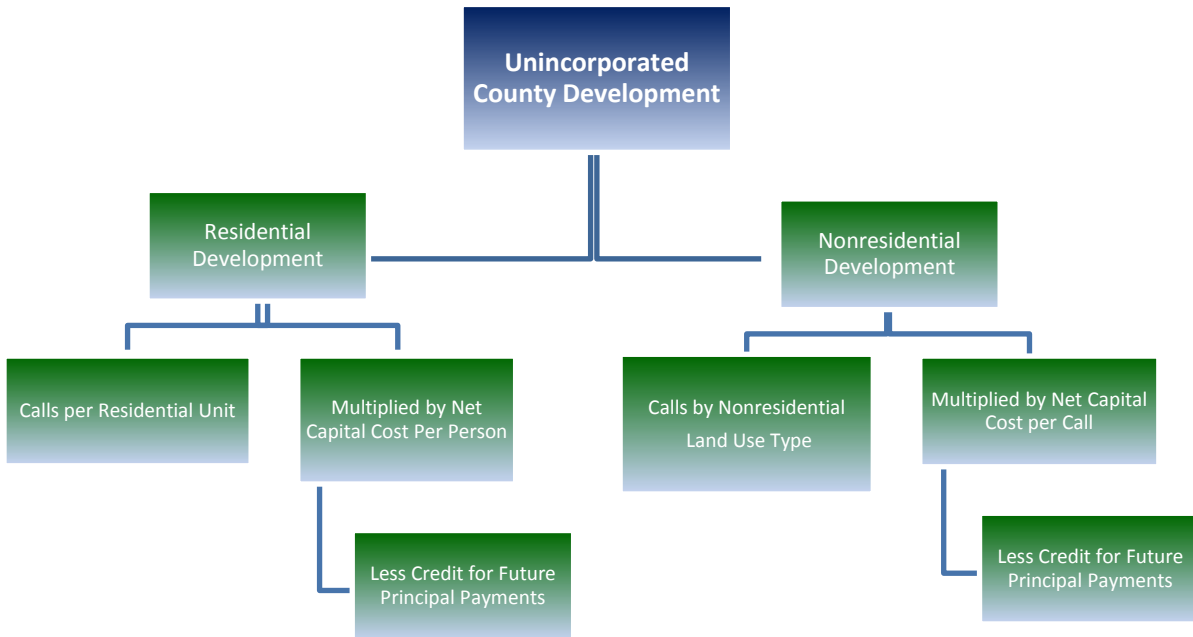
Figure 7 shows the methodology used to calculate the Law Enforcement Impact Fee. This methodology remains consistent with process used in the 2005 Law Enforcement Impact Fee Ordinance Update. The Law Enforcement Impact Fee is determined by multiplying the net capital cost per call for service by the calls per unit for each land use type.

The net capital cost for calls is derived by dividing the total capital cost by total number of calls. Capital costs include law enforcement facilities, and replacement costs for vehicles and vehicle equipment.

Calls per unit is derived by dividing total the total number of calls by land use type by the existing number of units by type. The net cost per call is then multiplied by the calls per unit to derive a cost per development unit.

To avoid potential double payment for law enforcement improvements, a credit is necessary because new development that will pay the impact fee will also contribute to future principal payments on this remaining debt. Any outstanding debt is subtracted from the total capital cost.

Figure 7. Law Enforcement Impact Fee Methodology



GROWTH CONTEXT

Law enforcement impact fees are used to construct system improvements needed to accommodate new development and is appropriate for Orange County’s history of rapid growth. As previously mentioned, impact fees are one-time payments used to fund capital improvements necessitated by new growth. Figure 8 depicts population growth in the County from 2000 through 2010. The figure shows the growth in the 13 municipalities, which account for 43 percent of the County’s total growth, and growth in the unincorporated area, which account for 57 percent of total growth.

Figure 8. Population Growth, 2000-2010

Jurisdiction	2000 ¹	2010 ²	Change	Annual Growth Rate	% of County Growth
Apopka	26,642	41,542	14,900	5.6%	6.0%
Bay Lake	29	47	18	6.2%	0.0%
Belle Isle	5,531	5,988	457	0.8%	0.2%
Eatonville	2,432	2,159	-273	-1.1%	-0.1%
Edgewood	1,901	2,503	602	3.2%	0.2%
Lake Buena Vista	16	10	-6	-3.8%	0.0%
Maitland	12,019	15,751	3,732	3.1%	1.5%
Oakland	936	2,538	1,602	17.1%	0.6%
Ocoee	24,391	35,579	11,188	4.6%	4.5%
Orlando	185,951	238,300	52,349	2.8%	21.0%
Windermere	1,897	2,462	565	3.0%	0.2%
Winter Garden	14,351	34,568	20,217	14.1%	8.1%
Winter Park	24,090	27,852	3,762	1.6%	1.5%
Municipalities	300,186	409,299	109,113	3.6%	43.7%
Unincorporated Area	596,158	736,657	140,499	2.4%	56.3%
Total	896,344	1,145,956	249,612	2.8%	100%

1. U.S. Census Bureau, 2000 Census.

2. U.S. Census Bureau, 2010 Census.

CURRENT HOUSING UNIT ESTIMATES

To determine a January 1, 2011 housing unit estimate, TischlerBise used housing unit data provided by the County for the time period of April 1, 2000 through December 30, 2010, and 2000 U.S. Census data. Figure 9 depicts the January 1, 2011 housing unit estimate at 279,048 and housing unit growth from 2000.

Figure 9. Housing Unit Estimates

Dwelling Units	2000 Census ¹	April 1, 2000 - December 30, 2011 ¹	Estimated January 1, 2011 Units
Single Family Detached	144,824	31,142	175,966
Multi-Family ³	63,702	20,669	84,371
Manufactured Homes	18,178	533	18,711
Total	226,704	52,344	279,048

1. U.S. Census Bureau, 2000 Census
2. Building permit data for the time period April 1, 2000 - December 30, 2011 provided by the Orange County, Florida.
3. Includes single family attached units.

CURRENT NONRESIDENTIAL UNITS

To determine a January 1, 2011 nonresidential unit estimate, TischlerBise used nonresidential unit data from the *2005 Law Enforcement Impact Fee Update* for Orange County and building data provided by Orange County. Figure 10 shows nonresidential growth by type, total percent change, and the average annual growth percentage.

Figure 10. Nonresidential Growth, 2004- January 1, 2011

Land Use	Unit of Development	2004 Units ¹	January 1, 2011 Estimate ²	Total Growth	% Change	Annual Growth %
Hotel/Motel	Room	44,871	69,747	24,876	55%	9.2%
Commercial/Retail	1, 000 sq. ft.	37,795	53,317	15,522	41%	6.8%
Office/Institutional	1, 000 sq. ft.	44,888	80,455	35,567	79%	13.2%
Manufacturing	1, 000 sq. ft.	10,402	10,953	551	5%	0.9%
Warehousing	1, 000 sq. ft.	36,123	45,306	9,183	25%	4.2%
Schools (Private Only)	1,000 sq. ft.	4,021	10,868	6,847	170%	28.4%

1. *2005 Orange County Law Enforcement Impact Fee Update*.
2. New Nonresidential Units for Unincorporated Orange County and Incorporated Cities of Lake Buena Vista and Bay Lake. Building Permit Data Provided by Orange County, Florida.

CALLS FOR SERVICE BY LAND USE

TischlerBise evaluated calls for service data provided by the Sheriff’s Office and determined the data isn’t really representative of actual calls for service from residential and nonresidential land uses in its entirety. For example a Deputy’s appearance in court for a moving violation is captured as a call for service to a government building; although the service is not directly related to patrol functions. Therefore, these calls were not included in the total calls for service or the fee calculations, as shown in Figure 11.

Figure 11. Calls Not Related to Patrol Functions

DEVELOPMENT	DESCRIPTION	DOR CODE	CALL COUNTS
Office Institutional	Federal	8800	324
Office Institutional	Municipal (Other than Parks, Rec Areas, Colleges, Hospitals)	8900	11,492
Office Institutional	County(Other than Public schools, colleges, hospitals) Incl non-municip	8600	17,120
Office Institutional	State (other than Military, Forests, Pks, Rec Areas, Hosp, Colleges)	8700	1,404
Total			30,340

Calls for service by land use type are used to determine the Law Enforcement Impact Fee by land use type. TischlerBise obtained 2010 law enforcement calls for service by land use type from the County. Figure 12 shows land use, number of units by type, calls for service, and calls per unit.

Figure 12. Calls by Land Use Type

Land Use ¹	Unit of Development	Calls for Service ²	Existing Units	Calls/Unit
Single Family Detached	Dwelling	190,678	175,966	1.08
Multifamily	Dwelling	107,805	84,371	1.28
Manufactured Home	Dwelling	19,717	18,711	1.05
Hotel/Motel	Room	37,807	69,747	0.54
Commercial/Retail	1,000 Sq. Ft.	105,515	53,317	1.98
Office/Institutional	1,000 Sq. Ft.	35,261	80,455	0.44
Manufacturing	1,000 Sq. Ft.	5,178	10,953	0.47
Warehousing	1,000 Sq. Ft.	10,329	45,306	0.23
Schools (Private Only)	1,000 Sq. Ft.	1,403	10,868	0.13
Total Calls		513,693		

1. Categories of land use by type are consistent with 2005 Law Enforcement Impact Fee Update except for separating Multifamily and Manufactured Homes into two categories, as discussed with Orange County.

2. 2010 Calls for service provided by the Orange County Sheriff's Office and coded by land use by type.

Impact Fee Calculation

The Law Enforcement Impact Fee in Orange County is assessed only on new development in unincorporated areas. New development is required to pay for capital costs associated with law enforcement services provided to unincorporated areas. These services include criminal law enforcement and patrol functions. Additional services, such as court security and judicial processes, provide services to residents and employees in incorporated municipalities in addition to unincorporated areas in Orange County. A proportionate share of additional services is calculated to include capital costs associated solely with law enforcement and patrol services in unincorporated Orange County.

The Law Enforcement Impact Fee study includes capital costs of land and buildings owned by the County that are used to house patrol functions and the share of Sheriff's Office support functions. In addition, the study includes capital costs associated with patrol vehicles and equipment used by the Sheriff's Office.

LAW ENFORCEMENT BUILDINGS

TischlerBise obtained a building inventory list from Orange County, which can be found in Appendix A of this report.

As shown in Figure 13, of the 381,386 of County owned Sheriff space, 339,569 square feet is attributed to patrol. Only space allocated patrol functions and patrol's share of administrative space in unincorporated Orange County is included in the fee calculation.

To determine the Sheriff's share of administrative space, TischlerBise determined the patrol share of non-administrative space and applied a consistent ratio to administrative space. The total space allocated to patrol of non-administrative space is 89% (171,224 sq. ft. patrol functions / 192,310 sq. ft. of non-administrative space = 89% factor in allocating patrol's share of administrative space). This is applied to administrative functions resulting in 168,345 sq. ft. of administrative space allocated to patrol (189,076 sq. ft. administrative space X 89% = 168,345 sq. ft. administrative space allocated to patrol functions).

Total square feet attributed to Patrol functions is 339,569 (171,224 non-administrative space allocated to patrol + 168,345 sq. ft. administrative space allocated to patrol = 339,569 sq. ft.).

Figure 13. Total Sheriff Building Square Footage

Function	Sq. Ft.
Total County Owned Sheriff's Space	381,386
County-Wide Functions ¹	21,086
Patrol Functions	171,224
Administrative Functions	189,076
<i>Admin Attributed to Patrol (89%) ²</i>	<i>168,345</i>
Total Sq. Ft. Attributed to Patrol	339,569

1. County-wide functions are not included in the total square footage attributed to patrol but are considered non-administrative functions.

2. 89% factor is derived by dividing total patrol functions of non-administrative space which includes 21,086 sq. ft. of County-wide functions (175,477 patrol functions / 192,310 sq. ft. non-administrative space = 89%). This factor is applied to administrative functions to estimate patrol 's share of administrative space in unincorporated Orange County.

Figure 14 depicts total square footage attributed to patrol, assumed cost per square foot, and total Sheriff building cost. TischlerBise estimated the cost per square foot at \$212 using the Engineering News Record *Construction Cost Index* and the *2005 Law Enforcement Impact Fee Update* for Orange County estimate of \$170 per square foot. This estimate is based on a change in index value between 2005 and October, 2011 at a 24.7 % increase. The total building cost estimated to patrol is \$71,988,542.

Figure 14. Building Cost

Function	Building Square Feet ¹
Building Sq. Ft. Occupied by Law Enforcement/Patrol	171,224
Law Enforcement/Patrol Share of Administratvie Sq. Ft. ²	168,345
Total Sq. Ft. Owned by Sheriff Attributable to Patrol	339,569
<i>Cost per Square Foot ³</i>	<i>\$212</i>
Building Cost Attributable to Patrol	\$71,988,542

1. Building Inventory provided by Orange County Sheriff's Office.

2. TischlerBise estimate of building square footage attributable to patrol.

3. Engineering News Record *Construction Cost Index* and the *2005 Orange County Law Enforcement Impact Fee Update*.

VEHICLES AND EQUIPMENT

In addition to capital costs for buildings, the Law Enforcement Impact Fee includes capital costs for patrol vehicles and associated equipment. Orange County provided an estimated replacement cost for sector patrol vehicles and equipment, as shown in Figure 16. A detailed list of law enforcement units can be found Appendix B to this report.

Replacement costs for sector patrol sedans and trucks were provided as an estimated replacement cost for the vehicle and associated emergency equipment, as shown in Figure 15. The replacement cost for POOL vehicles is assumed to be consistent with Patrol Sedans, according to the Orange County Sheriff's Office. The replacement cost for all aviation units was provided by Orange County. The average cost per unit for the remaining vehicles is determined by the purchase price for each vehicle, which was provided by the Orange County Sheriff's Office of Research and Development.

Figure 15. Vehicle Inventory and Costs

Function/Equipment Type	Number	Avg. Cost/ Unit	Total Cost
Patrol - Sedan	845	\$28,553	\$24,127,285
Patrol - Truck/Van	501	\$30,375	\$15,217,875
POOL Vehicles	395	\$28,553	\$11,278,435
Motorcycles	62	\$16,000	\$992,000
Marine Units	29	\$12,246	\$355,121
Other Vehicles	38	\$7,738	\$294,035
Trailers	58	\$7,847	\$455,110
Specialty Vehicles	24	\$74,634	\$1,791,208
Helicopters	5	\$2,400,000	\$12,000,000
Airplanes	1	\$600,000	\$600,000
Infrared FLIR Units	5	\$360,000	\$1,800,000
WesCam Turrent Systems	1	\$600,000	\$600,000
WesCam Skypod Microwave Downlink U	5	\$47,000	\$235,000
Aerocomputer Mapping Systems	6	\$50,000	\$300,000
Total	1,975	\$4,262,945	\$70,046,069

Source: Orange County Sheriff's Office, Research and Development

Figure 16 depicts estimate sector vehicle replacement cost, as well as associated emergency response equipment.

Figure 16. Sector Vehicle Replacement Cost

Unit	Impala	Explorer
Patrol Vehicle	\$19,773	\$22,070
Lighting Package	\$2,281	\$2,054
Corner Strobes	\$75	\$15
Wig-wag Lights	\$31	N/A
Console	\$159	\$180
Computer Mount	\$188	\$148
Shotgun Rack	\$179	\$179
Vertical M16 Rack	\$194	N/A
Cage (Explorer Front and Rear)	\$496	\$501
Rear Window Bars	\$131	\$134
Mobile Data Computer	\$1,338	\$1,338
Invertor	\$39	\$39
Radio: Mobile	\$3,005	\$3,005
Antenna	\$19	\$19
Vehicle Graphics	\$175	\$175
E-Pass	\$25	\$25
Stop Sticks	\$339	\$339
Fire Extinguisher	\$23	\$20
Mis. Installation Equipment	\$32	\$85
Window Tint	\$50	\$50
Unit Subtotal	\$28,553	\$30,375

REVENUE CREDIT

To avoid potential double payment for law enforcement improvements, a credit is necessary because new development that will pay the impact fee will also contribute to future principal payments on this remaining debt. Any outstanding debt is subtracted from the total capital cost.

Only square footage of the Sheriff's complex that is attributed to patrol functions is eligible for the revenue credit.

Orange County provided a breakdown of function by square foot of the Sheriff's Complex. Figure 17 shows the distribution of space attributed to patrol functions which includes 93% of the total square footage. This was derived by adding the total square footage of patrol functions to the administrative share attributed to patrol functions and dividing by the total square footage (i.e. 79,562 sq. ft. of patrol + 140,883 administrative sq. ft. attributed to patrol = 220,445 / 237,858 Sherriff's Complex sq. ft. = 93% attributed to patrol).

Figure 17. Sheriffs Complex Attributed to Patrol

Distribution by Use	Square Footage
Total Sheriff's Complex	237,858
Law Enforcement / Patrol Functions	79,562
Administrative Sq. Ft.	158,296
<i>Administrative Sq. Ft. Attributed to Patrol ¹</i>	<i>140,883</i>
Total Sheriff's Complex Attributed to Patrol	220,445
% Attributed to Patrol	93%

1. 89% factor is applied to determine patrol's share of administrative sq. ft. as seen in Figure 13.

The Sheriff's Office outstanding debt is related to the 2002 Sales Tax Revenue Bonds, Series 2002B, which was issued for \$113,105,000. As shown in Figure 18, the outstanding debt eligible for credit is \$13,965,501 which includes debt paid and percentage of Sheriff's space attributed to patrol functions (\$15,900 Sheriff's Central Complex Share of Bond - \$1,043,84 = \$14,856,916 Outstanding Debt X 93% Sheriff's space attributed to patrol = \$13,769,305 outstanding debt eligible for credit).

Figure 18. Revenue Credit

Total Series 2002B Bond	\$113,105,000
Sheriff's Central Complex Share	\$15,900,000
Less Debt Paid	-\$1,043,084
Outstanding Debt	\$14,856,916
<i>% Sheriff's Complex Attributed to Patrol</i>	<i>93%</i>
Outstanding Debt Eligible for Credit	\$13,769,305

NET CAPITAL COSTS PER CALL

Figure 19 shows the net capital costs attributable to law enforcement and patrol functions. Included, is the total building cost, total vehicle and equipment costs, and consideration for outstanding debt. The net capital cost per calls for service is derived by dividing the net capital cost (\$128,265,306) by the total annual calls for service (513,693) to derive a net capital cost of \$250 per call for service.

Figure 19. Net Capital Costs

Building Cost	\$71,988,542
Vehicle and Equipment Cost	\$70,046,069
Total Capital Cost	\$142,034,611
<i>Less Eligible Outstanding Debt</i>	<i>\$13,769,305</i>
Net Capital Cost	\$128,265,306
Annual Calls for Service	513,693
Net Capital Cost per Call-for-S	\$250

PROPOSED FEE

The Orange County Law Enforcement Impact Fee is derived by multiplying the net cost per call by the actual calls per unit. For example, the net cost per single family detached unit is \$271 per new unit. As Figure 20 shows, the net cost per call is multiplied by actual calls per unit to derive a net cost per unit (\$250 per call X 1.08 calls per single family unit = \$271 net cost per single family detached unit). This process was completed for each land use type.

Figure 20. Net Cost per Unit of Development

Land Use	Unit of Development	Actual Calls/Unit	Net Cost/Call	Net Cost/Unit
Single Family Detached	Dwelling	1.08	\$250	\$271
Multifamily	Dwelling	1.28	\$250	\$319
Manufactured Home	Dwelling	1.05	\$250	\$263
Hotel/Motel	Room	0.54	\$250	\$135
Commercial/Retail	1,000 sq. ft.	1.98	\$250	\$494
Office/Institutional	1,000 sq. ft.	0.44	\$250	\$109
Manufacturing	1,000 sq. ft.	0.47	\$250	\$118
Warehousing	1,000 sq. ft.	0.23	\$250	\$57
Schools (Private Only)	1,000 sq. ft.	0.13	\$250	\$32