



Jobs & Entrepreneurship Council

**Thursday, March 13, 2008
11:00 AM - 12:00 PM
Morris Hall (17 HOB)**

ACTION PACKET

**Marco Rubio
Speaker**

**Ron Reagan
Chair**

COUNCIL MEETING REPORT
Jobs & Entrepreneurship Council

3/13/2008 11:00:00AM

Location: Morris Hall (17 HOB)

Attendance:

	<i>Present</i>	<i>Absent</i>	<i>Excused</i>
Ron Reagan (Chair)	X		
Oscar Braynon II	X		
Ronald Brisé	X		
Donald Brown	X		
Jennifer Carroll	X		
Charles Chestnut IV	X		
Chris Dorworth	X		
Terry Fields	X		
John Legg	X		
Carlos Lopez-Cantera	X		
Dave Murzin	X		
Ralph Poppell	X		
Curtis Richardson	X		
Garrett Richter	X		
Ron Schultz	X		
Anthony Traviesa	X		
James Waldman	X		
Totals:	17	0	0

Committee meeting was reported out: Thursday, March 13, 2008 12:32:11PM

COUNCIL MEETING REPORT
Jobs & Entrepreneurship Council

3/13/2008 11:00:00AM

Location: Morris Hall (17 HOB)

HB 643 : Foreclosure Fraud

<input checked="" type="checkbox"/> Favorable with Council Substitute					
	<i>Yea</i>	<i>Nay</i>	<i>No Vote</i>	<i>Absentee Yea</i>	<i>Absentee Nay</i>
Oscar Braynon II	X				
Ronald Brisé	X				
Donald Brown	X				
Jennifer Carroll	X				
Charles Chestnut IV	X				
Chris Dorworth	X				
Terry Fields	X				
John Legg	X				
Carlos Lopez-Cantera	X				
Dave Murzin	X				
Ralph Poppell	X				
Curtis Richardson	X				
Garrett Richter	X				
Ron Schultz	X				
Anthony Traviesa	X				
James Waldman	X				
Ron Reagan (Chair)	X				
Total Yeas: 17		Total Nays: 0			

Appearances:

HB 643

Alice Vickers, Attorney (Lobbyist) (At Request Of Chair) - Proponent
 Florida Legal Services, Inc.
 2425 Torreya Drive
 Tallahassee Florida 32303
 Phone: 850-385-7900

HB 643

Jason Roth, Legislative Advocate (Lobbyist) (At Request Of Chair) - Proponent
 Florida Association of Community Organization for Reform Now Florida Acorn
 1547 Spevce Wood Trail
 Tallahassee Florida 32311
 Phone: 850-212-6189

Committee meeting was reported out: Thursday, March 13, 2008 12:32:11PM

COUNCIL/COMMITTEE ACTION

ADOPTED	—	(Y/N)
ADOPTED AS AMENDED	—	(Y/N)
ADOPTED W/O OBJECTION	<input checked="" type="checkbox"/>	(Y/N)
FAILED TO ADOPT	—	(Y/N)
WITHDRAWN	—	(Y/N)
OTHER	_____	

1 Council/Committee hearing bill: Jobs & Entrepreneurship Council
2 Representative Ford offered the following:

3
4
5 **Amendment to Strike-All Amendment by Representative Ford**
6 **(with title amendment)**

7 Remove line(s) 73-306 and insert:

8 5. A financial institution as defined in s. 655.005 and
9 any parent or subsidiary of the financial institution or of the
10 parent or subsidiary.

11 6. A licensed mortgage broker, mortgage lender, or
12 correspondent mortgage lender that provides mortgage counseling
13 or advice regarding residential real property in foreclosure,
14 which counseling or advice is within the scope of services set
15 forth in chapter 494 and is provided without payment of money or
16 other consideration other than a mortgage brokerage fee as
17 defined in s. 494.001.

18 (c) "Foreclosure-related rescue services" means any good
19 or service related to, or promising assistance in connection
20 with:

21 1. Stopping, avoiding, or delaying foreclosure proceedings
22 concerning residential real property; or

23 2. Curing or otherwise addressing a default or failure to
24 timely pay with respect to a residential mortgage loan
25 obligation.

26 (d) "Foreclosure-rescue transaction" means a transaction:

27 1. By which residential real property in foreclosure is
28 conveyed to an equity purchaser and the homeowner maintains a
29 legal or equitable interest in the residential real property
30 conveyed, including, without limitation, a lease option
31 interest, an option to acquire the property, an interest as
32 beneficiary or trustee to a land trust, or other interest in the
33 property conveyed; and

34 2. That is designed or intended by the parties to stop,
35 avoid, or delay foreclosure proceedings against a homeowner's
36 residential real property.

37 (e) "Homeowner" means any record title owner of
38 residential real property that is the subject of foreclosure
39 proceedings.

40 (f) "Residential real property" means real property
41 consisting of one-family to four-family dwelling units, one of
42 which is occupied by the owner as his or her principal place of
43 residence.

44 (g) "Residential real property in foreclosure" means
45 residential real property against which there is an outstanding
46 notice of the pendency of foreclosure proceedings recorded
47 pursuant to s. 48.23.

48 (3) PROHIBITED ACTS.--In the course of offering or
49 providing foreclosure-related rescue services, a foreclosure-
50 rescue consultant may not:

51 (a) Engage in or initiate foreclosure-related rescue
52 services without first executing a written agreement with the
53 homeowner for foreclosure-related rescue services; or

54 (b) Solicit, charge, receive, or attempt to collect or
55 secure payment, directly or indirectly, for foreclosure-related
56 rescue services before completing or performing all services
57 contained in the agreement for foreclosure-related rescue
58 services.

59 (4) FORECLOSURE-RELATED RESCUE SERVICES; WRITTEN
60 AGREEMENT.--

61 (a) The written agreement for foreclosure-related rescue
62 services must be printed in at least 12-point uppercase type and
63 signed by both parties. The agreement must include the name and
64 address of the person providing foreclosure-related rescue
65 services, the exact nature and specific detail of each service
66 to be provided, the total amount and terms of charges to be paid
67 by the homeowner for the services, and the date of the
68 agreement. The date of the agreement may not be earlier than the
69 date the homeowner signed the agreement. The foreclosure-rescue
70 consultant must give the homeowner a copy of the agreement to
71 review not less than 1 business day before the homeowner is to
72 sign the agreement.

73 (b) The homeowner has the right to cancel the written
74 agreement without any penalty or obligation if the homeowner
75 cancels the agreement within 3 business days after signing the
76 written agreement. The right to cancel may not be waived by the
77 homeowner or limited in any manner by the foreclosure-rescue
78 consultant. If the homeowner cancels the agreement, any payments
79 that have been given to the foreclosure-rescue consultant must
80 be returned to the homeowner within 10 business days after
81 receipt of the notice of cancellation.

82 (c) An agreement for foreclosure-related rescue services
83 must contain, immediately above the signature line, a statement

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES
Amendment No. (for drafter's use only)

115 statement, provided all other requirements of this subsection
116 are met.

117 (e) The foreclosure-rescue consultant must give the
118 homeowner a copy of the signed agreement within 1 business day
119 after the homeowner signs the agreement.

120 (5) FORECLOSURE-RESCUE TRANSACTIONS; WRITTEN AGREEMENT.--

121 (a)1. A foreclosure-rescue transaction must include a
122 written agreement prepared in at least 12-point uppercase type
123 that is completed, signed, and dated by the homeowner and the
124 equity purchaser before executing any instrument from the
125 homeowner to the equity purchaser quitclaiming, assigning,
126 transferring, conveying, or encumbering an interest in the
127 residential real property in foreclosure. The equity purchaser
128 must give the homeowner a copy of the completed agreement within
129 1 business day after the homeowner signs the agreement. The
130 agreement must contain the entire understanding of the parties
131 and must include:

132 a. The name, business address, and telephone number of the
133 equity purchaser.

134 b. The street address and full legal description of the
135 property.

136 c. Clear and conspicuous disclosure of any financial or
137 legal obligations of the homeowner that will be assumed by the
138 equity purchaser.

139 d. The total consideration to be paid by the equity
140 purchaser in connection with or incident to the acquisition of
141 the property by the equity purchaser.

142 e. The terms of payment or other consideration, including,
143 but not limited to, any services that the equity purchaser
144 represents will be performed for the homeowner before or after
145 the sale.

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146 f. The date and time when possession of the property is to
147 be transferred to the equity purchaser.

148 2. A foreclosure-rescue transaction agreement must
149 contain, above the signature line, a statement in at least 12-
150 point uppercase type that substantially complies with the
151 following:

152
153 I understand that under this agreement I am selling my home
154 to the other undersigned party.

155
156 3. A foreclosure-rescue transaction agreement must state
157 the specifications of any option or right to repurchase the
158 residential real property in foreclosure, including the specific
159 amounts of any escrow payments or deposit, down payment,
160 purchase price, closing costs, commissions, or other fees or
161 costs.

162 4. A foreclosure-rescue transaction agreement must comply
163 with all applicable provisions of 15 U.S.C. ss. 1600 et seq. and
164 related regulations.

165 (b) The homeowner may cancel the foreclosure-rescue
166 transaction agreement without penalty if the homeowner notifies
167 the equity purchaser of such cancellation no later than 5:00
168 p.m. on the 3rd business day after signing the written
169 agreement. Any moneys paid by the equity purchaser to the
170 homeowner or by the homeowner to the equity purchaser must be
171 returned at cancellation. The right to cancel does not limit or
172 otherwise affect the homeowner's right to cancel the transaction
173 under any other law. The right to cancel may not be waived by
174 the homeowner or limited in any way by the equity purchaser. The
175 equity purchaser must give the homeowner, at the time the
176 written agreement is signed, a notice of the homeowner's right

177 to cancel the foreclosure-rescue transaction as set forth in
178 this subsection. The notice, which must be set forth on a
179 separate cover sheet to the written agreement that contains no
180 other written or pictorial material, must be in at least 12-
181 point uppercase type, double-spaced, and read as follows:

182
183 NOTICE TO THE HOMEOWNER/SELLER

184
185 PLEASE READ THIS FORM COMPLETELY AND CAREFULLY. IT CONTAINS
186 VALUABLE INFORMATION REGARDING CANCELLATION RIGHTS.

187
188 BY THIS CONTRACT, YOU ARE AGREEING TO SELL YOUR HOME. YOU
189 MAY CANCEL THIS TRANSACTION AT ANY TIME BEFORE 5:00 P.M. OF THE
190 THIRD BUSINESS DAY FOLLOWING RECEIPT OF THIS NOTICE.

191
192 THIS CANCELLATION RIGHT MAY NOT BE WAIVED IN ANY MANNER BY
193 YOU OR BY THE PURCHASER.

194
195 ANY MONEY PAID DIRECTLY TO YOU BY THE PURCHASER MUST BE
196 RETURNED TO THE PURCHASER AT CANCELLATION. ANY MONEY PAID BY YOU
197 TO THE PURCHASER MUST BE RETURNED TO YOU AT CANCELLATION.

198
199 TO CANCEL, SIGN THIS FORM AND RETURN IT TO THE PURCHASER BY
200 5:00 P.M. ON (DATE) AT
201 (ADDRESS) . IT IS BEST TO MAIL IT BY CERTIFIED MAIL OR OVERNIGHT
202 DELIVERY, RETURN RECEIPT REQUESTED, AND TO KEEP A PHOTOCOPY OF
203 THE SIGNED FORM AND YOUR POST OFFICE RECEIPT.

204
205 I (we) hereby cancel this transaction.

206 _____ Seller's Signature

207 _____ Printed Name of Seller

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES
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208 _____ Seller's Signature

209 _____ Printed Name of Seller

210 _____ Date

211
212 (c) In any foreclosure-rescue transaction in which the
213 homeowner is provided the right to repurchase the residential
214 real property, the homeowner has a 30-day right to cure any
215 default of the terms of the contract with the equity purchaser,
216 and this right to cure may be exercised on up to three separate
217 occasions. The homeowner's right to cure must be included in any
218 written agreement required by this subsection.

219 (d) In any foreclosure-rescue transaction, before or at
220 the time of conveyance, the equity purchaser must fully assume
221 or discharge any lien in foreclosure as well as any prior liens
222 that will not be extinguished by the foreclosure.

223 (e) If the homeowner has the right to repurchase the
224 residential real property, the equity purchaser must verify and
225 be able to demonstrate that the homeowner has or will have a
226 reasonable ability to make the required payments to exercise the
227 option to repurchase under the written agreement. For purposes
228 of this subsection, there is a rebuttable presumption that the
229 homeowner has a reasonable ability to make the payments required
230 to repurchase the property if the homeowner's monthly payments
231 for primary housing expenses and regular monthly principal and
232 interest payments on other personal debt do not exceed 60
233 percent of the homeowner's monthly gross income.

234 (f) If the homeowner has the right to repurchase the
235 residential real property, the price the homeowner pays may not
236 be unconscionable, unfair, or commercially unreasonable. A
237 rebuttable presumption, solely between the equity purchaser and
238 the homeowner, arises that the foreclosure-rescue transaction

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139 was unconscionable if the homeowner's repurchase price is
240 greater than 17 percent per annum more than the total amount
241 paid by the equity purchaser to acquire, improve, maintain, and
242 hold the property. Unless the repurchase agreement or a
243 memorandum of the repurchase agreement is recorded in accordance
244 with s. 695.01, the presumption arising under this subsection
245 shall not apply against creditors or subsequent purchasers for a
246 valuable consideration and without notice.

247 (6) REBUTTABLE PRESUMPTION.--Any foreclosure-rescue
248 transaction involving a lease option or other repurchase
249 agreement creates a rebuttable presumption, solely between the
250 equity purchaser and the homeowner, that the transaction is a
251 loan transaction and the conveyance from the homeowner to the
252 equity purchaser is a mortgage under s. 697.01. Unless the lease
253 option or other repurchase agreement, or a memorandum of the
254 lease option or other repurchase agreement, is recorded in
255 accordance with s. 695.01, the presumption created under this
256 subsection shall not apply against creditors or subsequent
257 purchasers for a valuable consideration and without notice.

258

259 ===== T I T L E A M E N D M E N T =====

260 Remove lines 340-345 and insert:
261 limitations for repurchase transactions; providing for a
262 rebuttable presumption of certain transactions being
263 unconscionable under certain circumstances; providing for
264 limited application of the presumption; providing an exclusion;
265 providing that a foreclosure-rescue transaction involving a
266 lease option or other repurchase agreement creates a rebuttable
267 presumption that the transaction is a loan transaction and the
268 conveyance from the homeowner to the equity purchaser is a

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES
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269 mortgage; providing limited application of the presumption;
270 providing an exclusion; providing that a person who violates

COUNCIL MEETING REPORT

Jobs & Entrepreneurship Council

3/13/2008 11:00:00AM

Location: Morris Hall (17 HOB)

HB 1013 : Pari-mutuel Wagering Permitholders

<input checked="" type="checkbox"/> Favorable with Council Substitute	Yea	Nay	No Vote	Absentee Yea	Absentee Nay
Oscar Braynon II	X				
Ronald Brisé	X				
Donald Brown	X				
Jennifer Carroll	X				
Charles Chestnut IV	X				
Chris Dorworth	X				
Terry Fields	X				
John Legg	X				
Carlos Lopez-Cantera	X				
Dave Murzin	X				
Ralph Poppell	X				
Curtis Richardson	X				
Garrett Richter	X				
Ron Schultz	X				
Anthony Traviesa	X				
James Waldman	X				
Ron Reagan (Chair)	X				
Total Yeas: 17		Total Nays: 0			

Committee meeting was reported out: Thursday, March 13, 2008 12:32:11PM

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. (for drafter's use only)

Bill No. **HB 1013**

COUNCIL/COMMITTEE ACTION

ADOPTED	___	(Y/N)
ADOPTED AS AMENDED	___	(Y/N)
ADOPTED W/O OBJECTION	<input checked="" type="checkbox"/>	(Y/N)
FAILED TO ADOPT	___	(Y/N)
WITHDRAWN	___	(Y/N)
OTHER	___	

1 Council/Committee hearing bill: Jobs & Entrepreneurship Council
 2 Representative(s) Reagan offered the following:

Amendment (with title amendment)

Between line(s) 26 and 27 and insert:

Section 1. Paragraph (b) of subsection (3) of section 550.0951, Florida Statutes, is amended to read:

550.0951 Payment of daily license fee and taxes; penalties.--

(3) TAX ON HANDLE.--Each permitholder shall pay a tax on contributions to pari-mutuel pools, the aggregate of which is hereinafter referred to as "handle," on races or games conducted by the permitholder. The tax is imposed daily and is based on the total contributions to all pari-mutuel pools conducted during the daily performance. If a permitholder conducts more than one performance daily, the tax is imposed on each performance separately.

(b)1. The tax on handle for dogracing is 5.5 percent of the handle, except that for live charity performances held pursuant to s. 550.0351, and for intertrack wagering on such charity performances at a guest greyhound track within the

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. (for drafter's use only)

22 market area of the host, the tax is 7.6 percent of the handle.
23 Any permitholder whose live racing handle is over \$20,000,000.00
24 shall be entitled to an incentive tax rate. The tax on live
25 handle from \$20,000,001 to \$25,000,000 shall be 3.0 percent of
26 such handle. The tax on live handle over \$25,000,000.00 shall
27 be 0.5 percent of such handle.

28 2. The tax on handle for jai alai is 7.1 percent of the
29 handle.

30

31

32

T I T L E A M E N D M E N T

33

Remove line 9 and insert:

34

are met; providing for certain incentive tax rates; providing an
35 effective date.

36

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. (1)

Bill No. **HB 1013**

COUNCIL/COMMITTEE ACTION

ADOPTED	___	(Y/N)
ADOPTED AS AMENDED	___	(Y/N)
<u>ADOPTED W/O OBJECTION</u>	<u>___</u>	<u>(Y/N)</u>
FAILED TO ADOPT	___	(Y/N)
WITHDRAWN	___	(Y/N)
OTHER	___	

1 Council/Committee hearing bill: Jobs & Entrepreneurship Council
 2 Representative(s) Lopez-Cantera offered the following:

3

4 **Amendment (with title amendment)**

5 Remove line(s) 18-26 and insert:

6 permit either (a) was not previously converted from any other
 7 class of permit and has not conducted jai alai games during a
 8 period of 10 years immediately preceding its application under
 9 this subsection or (b) was issued pursuant to s. 550.0745 may
 10 apply to the division to convert such permit to a permit to
 11 conduct greyhound racing in lieu of jai alai. The division, upon
 12 application from the holder of a jai alai permit meeting all
 13 conditions of this section, shall convert the permit and shall
 14 issue to the holder of the permit a permit and license to
 15 conduct greyhound racing. Any permit converted pursuant to this
 16 subsection which operates at a leased facility pursuant to s.
 17 550.475 may move the location for which the permit has been
 18 issued to another location within a 30 mile radius of the
 19 location fixed in the permit issued in that county, provided the
 20 move does not cross the county boundary and that such location
 21 is approved under the zoning regulations of the county or

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. (1)

22 municipality in which the permit is located, and upon such
23 relocation may use the permit for any authorized purpose,
24 including the conduct of pari-mutuel wagering and the operation
25 of a cardroom. Any permit converted under this provision which
26 was previously included under the provisions of s.
27 550.6305(9)(d) and (f) shall continue to be subject to such
28 provisions.

29 Section 2. Subsection (8) of section 550.615, Florida Statutes,
30 is amended to read:

31 550.615 Intertrack wagering.--

32 ~~(8) In any three contiguous counties of the state where~~
33 ~~there are only three permitholders, all of which are greyhound~~
34 ~~permitholders, if any A permitholder which leases the facility~~
35 of another permitholder for all or any portion of the conduct of
36 its live race meet pursuant to s. 550.475, ~~such lessee~~ may
37 conduct intertrack wagering at its pre-lease permitted facility
38 throughout the entire year, including while its live meet is
39 being conducted at the leased facility, if such permitholder has
40 conducted a full schedule of live racing during the preceding
41 fiscal year at its pre-lease permitted facility or at a leased
42 facility, or combination thereof.

43 Section 3. Subsection (3) is added to section 550.0555, Florida
44 Statutes, to read:

45 550.0555 Greyhound dogracing permits; relocation within a
46 county; conditions.--

47 (3)Any holder of a valid outstanding permit for dogracing
48 which, during the immediate preceding state fiscal year,
49 operated at a leased facility pursuant to s. 550.475 may move
50 the location for which the permit has been issued to another
51 location within a 30-mile radius of the location fixed in the

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. (1)

52 permit issued in that county provided the move does not cross
53 the county boundary and that such relocation is approved under
54 the zoning regulations of the county or municipality in which
55 the permit is to be located, and upon such relocation may use
56 the permit for any authorized purpose, including the conduct of
57 pari-mutuel wagering and the operation of a cardroom.

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T I T L E A M E N D M E N T

Remove line(s) 9 and insert:

are met; providing for the relocation of certain permits;
amending s. 550.615, F.S.; removing certain restrictions on
intertrack wagering eligibility; amending 550.0555, F.S.;
providing for the relocation of certain permits; providing an
effective date.

HOUSE AMENDMENT FOR COUNCIL/COMMITTEE PURPOSES

Amendment No. (for drafter's use only)

Bill No. **PCB JEC 08-02**

COUNCIL/COMMITTEE ACTION

ADOPTED _____ (Y/N)
ADOPTED AS AMENDED _____ (Y/N)
ADOPTED W/O OBJECTION _____ (Y/N)
FAILED TO ADOPT _____ (Y/N)
WITHDRAWN _____ (Y/N)
OTHER _____

1 Council/Committee hearing bill: Jobs & Entrepreneurship Council
2 Representative(s) Reagan offered the following:

3
4 **Title Amendment**

5 -----

6 **T I T L E A M E N D M E N T**

7 Remove line 6 and insert:

8 the gross annual revenue level used by the Florida Public
9 Service Commission for such purposes

10

COUNCIL MEETING REPORT

Jobs & Entrepreneurship Council

3/13/2008 11:00:00AM

Location: Morris Hall (17 HOB)

Summary:

Jobs & Entrepreneurship Council

Thursday March 13, 2008 11:00 am

HB 643 Favorable with Council Substitute Yeas: 17 Nays: 0

HB 1013 Favorable with Council Substitute Yeas: 17 Nays: 0

PCB JEC 08-02 Favorable With Amendments Yeas: 17 Nays: 0

Committee meeting was reported out: Thursday, March 13, 2008 12:32:11PM

COUNCIL MEETING REPORT
Jobs & Entrepreneurship Council

3/13/2008 11:00:00AM

Location: Morris Hall (17 HOB)

PCB JEC 08-02 : Water and Wastewater Utilities

<input checked="" type="checkbox"/> Favorable With Amendments	Yea	Nay	No Vote	Absentee Yea	Absentee Nay
Oscar Braynon II	X				
Ronald Brisé	X				
Donald Brown	X				
Jennifer Carroll	X				
Charles Chestnut IV	X				
Chris Dorworth	X				
Terry Fields	X				
John Legg	X				
Carlos Lopez-Cantera	X				
Dave Murzin	X				
Ralph Poppell	X				
Curtis Richardson	X				
Garrett Richter	X				
Ron Schultz	X				
Anthony Traviesa	X				
James Waldman	X				
Ron Reagan (Chair)	X				
Total Yeas: 17		Total Nays: 0			

Committee meeting was reported out: Thursday, March 13, 2008 12:32:11PM