



**MEETING AGENDA
SESSION OF THE COMMISSION MEETING
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 27, 2022 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation- Ashley Ann Cariño

3.B Presentation of Economic Development QTI company Eden Cosmetic & Wellness, Inc.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

5.A Public Hearing - Adoption By Resolution of the Final Millage Levy and Final Budget for Fiscal Year 2022-2023

6. HEAR AUDIENCE

Anything requiring a vote will be heard at a later time.

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite the handling of routine miscellaneous business of the City Commission. The City Commission in one motion may adopt the entire Consent Agenda. The motion for adoption is non-debatable and must receive unanimous approval. By request of any individual member, an item may be removed from the Consent Agenda for discussion.

7.A Economic Development QTI Project: Eden Cosmetic & Wellness, LLC Incentive Agreement

7.B Clyde Avenue Replat - Final Plat (DRC#21-00042)

7.C Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program

7.D Commission Ratification of Contract Reopeners with the Florida State Lodge Fraternal Order of Police (FOP) Representing the Police Officers, Corporals and Detectives Unit and the Contract for Sergeants Unit

7.E Citywide Janitorial and Custodial Services for various City facilities

7.F Authorization to execute an agreement with the Lunz Group for the design of the City of Kissimmee Fire Station No. 15

7.G Amendment to Federal Aviation Administration Airport Improvement Program Grant Agreement for Electrical Vault Project at Kissimmee Gateway Airport

7.H Kissimmee Main Street New Service Agreement for Fiscal Year 2022-2023

7.I Resolution Adopting the First Amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment

Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

7.J Ministerial Approval - General Pension Board - Janin Butler

7.K Ministerial Approval - Police Pension Board - Camille Alicea

8. DISCUSSION ITEMS

8.A Prospera Fiscal Year End Update and Approval of Services Agreement Renewal for FY2022-2023

8.B Advisory Board Appointments and Vacancies

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

In accordance with Florida Statutes 286.105: Any person wishing to appeal any decision made by the Commission Meeting with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

In accordance with Florida State 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk, 101 Church Street, Kissimmee, Florida, (407) 518-2309.

ITEM 3.A

Proclamation- Ashley Ann Cariño

Request

The request is for the Commission to present a Proclamation to Ashley Ann Cariño.

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Ashley Ann Cariño

Proclamation



ASHLEY ANN CARIÑO

WHEREAS, born in Fajardo, Puerto Rico in 1994 to parents Jose Cariño and Olga Barreto, Ashely moved to Kissimmee with her family when she was six years old; and

WHEREAS, Cariño attended the Professional and Technical High School in Kissimmee where she received certification to work as a psychosocial rehabilitator, after overcoming ADHD in her childhood, she was inspired to work with children with cognitive diversity; and

WHEREAS, Ashley has focused on helping children and adolescents with mental health diagnoses and hopes to inspire those around her to be themselves and believe in who they are and what they can accomplish ; and

WHEREAS, after high school, Ashley studied at the University of Central Florida, majoring in Aerospace Engineering; and

WHEREAS, Ashley began her pageantry journey when she competed in Miss USA 2021, and as a delegate in Miss Florida USA 2021 she became the first woman from Kissimmee to be crowned the new queen ; and

WHEREAS, on August 12, 2022 at the Luis A. Ferré Performing Arts Center, San Juan, Puerto Rico, Ashley Ann Cariño was crowned Miss Universe Puerto Rico 2022, she is now preparing to compete in Miss Universe 2023; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby present this proclamation to "**Ashley Ann Cariño**" for her accomplishments and dedicated service to the community.

IN WITNESS, THEREOF, this is signed this 27th day of September, 2022.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.B**Presentation of Economic Development QTI company Eden Cosmetic & Wellness, Inc.****Request**

Introduction of Eden Cosmetic & Wellness, Inc., an Economic Development QTI company.

Explanation

In 2018, the City of Kissimmee launched its Kissimmee Medical Arts District and included tailored incentives to attract new medical companies to the city. Eden Cosmetic and Wellness, LLC, is an eligible QTI medical company, purchasing and building out 316 W. Bass Street, Unit #203, located in the Medical Arts District. This medical investment will amount to over \$750,000 and offer the highest grade of non-surgical medical cosmetic procedures, as well as post-surgical therapeutic recovery services to its patients. Dr. Perez is committed to creating 7 medical jobs, with a company average wage of \$65,000 (which is 155% of the 2022 Osceola County Average Wage). The City of Kissimmee welcomes and thanks Dr. Perez for her investment in our economy.

Department: City Manager
Presenter: Belinda Kirkegard

Attachment(s):

None

ITEM 5.A

Public Hearing - Adoption By Resolution of the Final Millage Levy and Final Budget for Fiscal Year 2022-2023

Request

Adoption of the final millage levy of 4.6253 mills and final budget of \$240,953,811 for fiscal year 2022-2023.

Explanation

Public notice of this hearing was given via an advertisement placed in the newspaper on September 25, 2022. The entire procedure, including the following order of discussion, is specified within State Statutes and should be followed explicitly.

RESOLUTION OF THE PROPOSED OPERATING MILLAGE

1. State that the Proposed Operating Millage is 4.6253 which is 8.90% more than the Rolled Back Rate of 4.2472.
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

RESOLUTION ADOPTING THE FINAL BUDGET

1. The Resolution will adopt a Final Budget of \$240,953,811 and authorize 804 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.
2. Call for public comments or questions.
3. Have the attorney read the Resolution title and vote on adoption.

BACKGROUND:

The Tentative Millage and Tentative Budget were adopted by Resolutions approved at the September 13th Public Hearing.

As indicated above, the proposed millage rate is 4.6253 mills, which is the same millage rate that was levied for the current budget year. The final budget for the General Fund remained relatively the same as what was presented in July, with the exception of three position reclassifications. These reclasses consisted of freezing a vacant crime analyst position to reclass a part time Special Detail Coordinator to a full time Administrative Secretary in the Police Department, changing a vacant Community Service Officer position to a Health and Wellness Coordinator in the Police Department, as well as the upgrade of a Pension Coordinator to a Pension Administrator in the Human Resources Department. The General Fund also included revenue forecast adjustments based on current state trends, the inclusion of funding for General Pension Plan DROP changes, and the presentation of employee lump sum increases and reclasses approved at the July workshop. Lastly, Airport fund estimates were updated leading to a positive increase in fund balance.

Recommendation

Staff requests that the Public Hearing be conducted as outlined above. In addition, staff recommends the Commission adopt the two Resolutions.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

1. FinalMillageReso FY23
2. FinalBudgetReso FY23
3. Budget Hearing Reports FY 23

RESOLUTION NO. -2022

**A RESOLUTION ADOPTING
THE FINAL OPERATING
MILLAGE FOR THE CITY OF
KISSIMMEE, FLORIDA UPON
THE ASSESSMENT ROLL OF
THE YEAR 2022.**

WHEREAS, the City Commission of the City of Kissimmee, Florida, considered a budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023, and

WHEREAS, subject budget will require a millage levy sufficient to fund a portion of that budget,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. The millage rate of 4.6253 mills is hereby adopted, such millage rate being 8.90% more than the rolled back millage rate of 4.2472 as defined in F.S. 200.065.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Dated this 27th day of September 2022.

Olga Gonzalez

Mayor-Commissioner

ATTEST:

Linda S. Hansell
City Clerk

RESOLUTION NO. -2022

A RESOLUTION ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023.

WHEREAS, the City Commission of the City of Kissimmee, Florida, has, after careful study, arrived at a budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023, and

WHEREAS, public hearings were held to provide the citizens of Kissimmee, Florida, with an opportunity to discuss subject budget beginning at 6:00 p.m. on September 27, 2022

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. The budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023, shall be \$240,953,811 which is the total of the attached schedule.

SECTION 2. Budget transfers and adjustments. For purposes of this Resolution, budget transfers and adjustments are defined as follows:

Budget Transfer -- A decrease in any expenditure or revenue sub-object with a corresponding increase in another expenditure or revenue sub-object, which does not alter fund total.

Budget Adjustment -- An increase or decrease in any revenue sub-object with a corresponding increase or decrease in any expenditure sub-object, the effect of which is to alter the fund total.

SECTION 3. The following levels of approval are required for Budget Transfers and Adjustments:

Interfund Transfers included as a part of the budget, shall be automatically made without further action on the part of the City Commission or City Manager.

Budget Transfers

The City Manager can approve transfers of unused personal service funds to Advertising, Recruiting and/or Professional Service accounts. All other intradepartmental transfers for personal services shall be approved only by the City Commission. Intradepartmental transfers from other accounts may be approved by the City Manager and shall be reported to the City Commission on a monthly basis along with the monthly budget report.

Interdepartmental transfers shall be approved only by the City Commission.

Transfers from Reserves shall be approved only by the City Commission.

Budget Adjustments -- Budget Adjustments shall be approved only by the City Commission.

SECTION 4. This Resolution shall in no way be construed to inhibit the City Manager from exercising full power and authority under the Mobilization and Emergency Operations Plan adopted August 24, 1983 and as, from time to time, amended.

SECTION 5. The City Manager shall automatically adjust the total amount of the FY 2022/2023 budget by the amount of encumbrances outstanding at September 30, 2022.

SECTION 6. The City Manager shall automatically adjust the total amount of the FY 2022/2023 budget by the amount of unspent grant funds at September 30, 2022.

SECTION 7. The City Manager may automatically adjust the budget to properly classify charges to the proper account codes.

SECTION 8. The City Manager may automatically adjust the budget to properly account for gifts, grants or donations, such adjustments are to be reported to the City Commission.

SECTION 9. Any unexpended or unencumbered FY 2022/2023 appropriations will automatically lapse at September 30, 2023 and will be carried over to FY 2023/2024 as un-appropriated fund balance.

SECTION 10. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 11. The authorized number of employees set forth in this budget is 804. Full-time employees may not be employed within any department or fund at any one time in excess of the maximum authorization as provided in this budget. Increases in the authorized number of full-time employees shall be approved only by the City Commission. Part-time employees may be employed in any number and combination that does not exceed the amounts budgeted for those employees.

SECTION 12. This Resolution shall take effect immediately upon its adoption.

Dated this 27th day of September 2022.

ATTEST:

Olga Gonzalez
Mayor-Commissioner

Linda S. Hansell
City Clerk

**ALL FUNDS
TOTAL BUDGETS SUMMARY**

FUND NAME	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
General Fund	\$ 112,942,514	\$ 121,087,733	\$ 119,561,459	\$ 118,575,856
Stormwater Utility	10,044,156	10,533,562	10,777,331	7,353,790
Solid Waste	8,362,830	7,990,774	8,131,815	7,517,892
Airport	3,244,334	2,005,576	1,814,153	1,803,135
Central Services	9,776,125	11,193,285	11,213,139	12,111,561
Local Option Sales Tax	16,136,279	20,907,245	18,459,559	19,259,497
Mobility Fee	7,987,279	12,407,895	8,387,280	5,128,105
Local Option Gas Tax	6,533,636	7,144,457	7,228,939	7,258,459
Paving Assessment	29,274	10,000	10,000	10,000
Shingle Creek Regional Trail Grants	746,293	1,773,207	1,773,207	-
Emory Canal Trail Grant	-	709,734	709,734	-
JYP/West Oak Street Improvement Grant	42,672	3,206,490	3,206,490	-
Building	7,504,366	8,391,901	8,307,834	6,636,574
Downtown Community Redevelopment	4,509,784	4,372,533	5,395,991	4,765,539
Vine Street Community Redevelopment	2,124,083	2,793,029	3,114,597	3,497,023
CDBG Entitlement Grants	305,278	1,706,230	1,693,803	732,540
SHIP Grants	449,713	167,752	167,752	777,320
HOME Grants	381,589	1,023,384	1,023,384	373,302
Neighborhood Stabilization Grants	96,096	415,485	415,485	-
Recreation Impact	2,159,986	1,808,457	2,921,793	2,873,302
Police 2nd Dollar Assessment	40,487	34,504	55,582	44,677
Victims of Crime Act Grant	73,384	83,712	83,712	-
Justice Assistance Grant	304,602	288,004	288,004	288,004
State Law Enforcement Trust	289,489	276,219	276,219	264,894
Federal Law Enforcement Trust	46,525	46,525	46,525	47,025
School Crossing Guard Trust	42,446	3,650	40,152	3,650
Treasury Forfeiture	279,223	74,048	284,474	284,974
Charter School	9,018,423	8,728,405	8,713,405	8,588,405
Utility Tax	7,836,517	7,940,845	8,055,555	8,336,755
Local Option Sales Tax Bonds	3,098,919	3,085,858	3,085,858	3,110,615
Local Option Gas Tax Notes	278,592	282,946	282,946	287,028
Community Redevelopment Notes	281,631	281,010	281,010	295,250
Series 2016/2022 Bonds	3,392,136	3,266,060	3,266,060	4,110,653
Liab/Workers Comp Self Insurance	5,435,498	5,250,210	6,115,071	5,552,861
Health Self Insurance	10,001,080	11,593,979	10,773,034	11,065,125
TOTAL BUDGET	\$ 233,795,239	\$ 260,884,704	\$ 255,961,352	\$ 240,953,811

ALL FUNDS BY OBJECT CODE

DESCRIPTION	Personal Services FY 2023	Operating FY 2023	Capital FY 2023	Other FY 2023	Budget FY 2023
General Fund	\$ 60,157,260	\$ 25,076,459	\$ 2,228,802	\$ 31,113,335	\$ 118,575,856
Stormwater Utility	2,767,579	2,008,791	1,246,800	1,330,620	7,353,790
Solid Waste	2,379,813	3,158,493	640,800	1,338,786	7,517,892
Airport	893,455	399,048	269,180	241,452	1,803,135
Central Services	3,912,621	6,323,066	1,432,400	443,474	12,111,561
Local Option Sales Tax	-	-	9,878,000	9,381,497	19,259,497
Mobility Fee	-	-	500,000	4,628,105	5,128,105
Local Option Gas Tax	1,110,588	1,086,808	1,207,604	3,853,459	7,258,459
Paving Assessment	-	5,000	-	5,000	10,000
Building	2,306,993	440,481	8,800	3,880,300	6,636,574
Downtown Comm Redevelopment	-	377,238	850,000	3,538,301	4,765,539
Vine Street Comm Redevelopment	106,840	186,580	702,800	2,500,803	3,497,023
2021 CDBG Entitlement Grant	187,364	7,435	-	537,741	732,540
2021 HOME Grant	77,952	699,368	-	-	777,320
2021 SHIP Grant	14,410	358,892	-	-	373,302
Recreation Impact	-	-	425,000	2,448,302	2,873,302
Police 2nd Dollar Assessment	-	27,705	-	16,972	44,677
Justice Assistance Grant	288,004	-	-	-	288,004
State Law Enforcement Trust	-	21,800	-	243,094	264,894
Federal Law Enforcement Trust	-	-	-	47,025	47,025
School Crossing Guard Trust	-	-	-	3,650	3,650
Treasury Forfeiture	-	-	-	284,974	284,974
Charter School	-	5,302,500	-	3,285,905	8,588,405
Utility Tax	-	30,000	-	8,306,755	8,336,755
Local Option Sales Tax Bonds	-	-	-	3,110,615	3,110,615
FMHA Bonds	-	-	-	-	-
Local Option Gas Tax Notes	-	-	-	287,028	287,028
Community Redevelopment Notes	-	-	-	295,250	295,250
Series 2016/2022 Bonds	-	-	-	4,110,653	4,110,653
Liab/Workers Comp Self Insurance	-	3,732,478	-	1,820,383	5,552,861
Health Self Insurance	-	11,053,625	11,500.00	-	11,065,125
TOTAL BUDGET BY OBJECT	\$ 74,202,879	\$ 60,295,767	\$ 19,401,686	\$ 87,053,479	\$ 240,953,811

**ALL FUNDS
BEGINNING RESERVE BALANCES AND REVENUES**

This schedule and the one on the following page indicate the changes budgeted to occur to restricted and unrestricted balances in each fund in FY 2023. Shown below are the beginning balances of reserve accounts and budgeted revenues which provide the total sources estimated to be available to the City for appropriation.

FUND NAME	ESTIMATED BEGINNING RESTRICTED BALANCES	ESTIMATED BEGINNING UNRESTRICTED BALANCES	REVENUE BUDGET FY 2023	TOTAL SOURCES BUDGET FY 2023
General Fund	\$ -	\$ 34,542,573	\$ 84,033,283	\$ 118,575,856
Stormwater Utility	-	1,243,790	6,110,000	7,353,790
Solid Waste	-	1,246,500	6,271,392	7,517,892
Airport	-	523,770	1,279,365	1,803,135
Central Services	-	544,226	11,567,335	12,111,561
Local Option Sales Tax	-	9,803,497	9,456,000	19,259,497
Mobility Fee	4,257,605	-	870,500	5,128,105
Local Option Gas Tax	-	3,423,959	3,834,500	7,258,459
Paving Assessment	-	-	10,000	10,000
Building	-	2,826,574	3,810,000	6,636,574
Downtown Community Redevelopment	-	2,008,806	2,756,733	4,765,539
Vine Street Community Redevelopment	-	1,889,525	1,607,498	3,497,023
2021 CDBG Entitlement Grant	-	-	732,540	732,540
2021 SHIP Grant	-	-	777,320	777,320
2021 HOME Grant	-	-	373,302	373,302
Recreation Impact	2,193,302	-	680,000	2,873,302
Police 2nd Dollar Assessment	-	26,677	18,000	44,677
Justice Assistance Grant	-	-	288,004	288,004
State Law Enforcement Trust	-	264,394	500	264,894
Federal Law Enforcement Trust	-	46,525	500	47,025
School Crossing Guard Trust	-	-	3,650	3,650
Treasury Forfeiture	-	284,474	500	284,974
Charter School	-	2,773,405	5,815,000	8,588,405
Utility Tax	-	635,555	7,701,200	8,336,755
Local Option Sales Tax Bonds	-	-	3,110,615	3,110,615
Local Option Gas Tax Notes	-	-	287,028	287,028
Community Redevelopment Notes	-	-	295,250	295,250
Series 2016/2022 Bonds	17,328	-	4,093,325	4,110,653
Liab/Workers Comp Self Insurance	-	2,542,136	3,010,725	5,552,861
Health Self Insurance	-	4,011	11,061,114	11,065,125
TOTALS	\$ 6,468,235	\$ 64,630,397	\$ 169,855,179	\$ 240,953,811

ALL FUNDS
ENDING RESERVE BALANCES AND DISBURSEMENTS

There is little difference between projected beginning and ending balances of restricted reserve accounts. The major change in unrestricted reserve accounts is due to substantial capital outlays within the Local Option Sales Tax Fund and personnel initiatives within the General Fund. Despite these changes reserves will remain above the threshold through the five - year forecasts. Shown below are budgeted disbursements and estimated ending balances of reserve accounts which sum to budgeted total uses.

FUND NAME	BUDGETED DISBURSEMENTS FY 2023	ESTIMATED ENDING RESTRICTED BALANCES	ESTIMATED ENDING UNRESTRICTED BALANCES	BUDGETED TOTAL USES FY 2023
General Fund	\$ 91,236,078	\$ -	\$ 27,339,778	\$ 118,575,856
Stormwater Utility	6,328,872	-	1,024,918	7,353,790
Solid Waste	6,658,351	-	859,541	7,517,892
Airport	1,563,683	-	239,452	1,803,135
Central Services	11,668,087	-	443,474	12,111,561
Local Option Sales Tax	14,868,968	-	4,390,529	19,259,497
Mobility Fee	938,980	4,189,125	-	5,128,105
Local Option Gas Tax	4,342,582	-	2,915,877	7,258,459
Paving Assessment	10,000	-	-	10,000
Building	2,756,274	-	3,880,300	6,636,574
Downtown Community Redevelopment	2,923,894	-	1,841,645	4,765,539
Vine Street Community Redevelopment	1,471,220	-	2,025,803	3,497,023
2021 CDBG Entitlement Grant	732,540	-	-	732,540
2021 SHIP Grant	777,320	-	-	777,320
2021 HOME Grant	373,302	-	-	373,302
Recreation Impact	425,000	2,448,302	-	2,873,302
Police 2nd Dollar Assessment	27,705	-	16,972	44,677
Justice Assistance Grant	288,004	-	-	288,004
State Law Enforcement Trust	21,800	-	243,094	264,894
Federal Law Enforcement Trust	-	-	47,025	47,025
School Crossing Guard Trust	3,650	-	-	3,650
Treasury Forfeiture	-	-	284,974	284,974
Charter School	5,940,000	-	2,648,405	8,588,405
Utility Tax	7,731,200	-	605,555	8,336,755
Local Option Sales Tax Bonds	3,110,615	-	-	3,110,615
FMHA Bonds	-	-	-	-
Local Option Gas Tax Notes	287,028	-	-	287,028
Community Redevelopment Notes	295,250	-	-	295,250
Series 2016/2022 Bonds	2,934,882	17,328	-	4,110,653
Liab/Workers Comp Self Insurance	3,732,478	-	1,820,383	5,552,861
Health Self Insurance	11,065,125	-	-	11,065,125
TOTALS	\$ 182,512,888	\$ 6,654,755	\$ 50,627,725	\$ 240,953,811

**ALL FUNDS
YEAR END FUND BALANCES AND RESERVES**

Reserve balances as of the end of the fiscal year are shown in the following schedule. All balances are anticipated to be held in reserve for future capital outlays, restricted by bond covenants or set aside in accordance with budgetary policies. Estimated and budgeted amounts are cumulative with prior period balances being considered as sources of funding for the next period.

FUND NAME	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
General Fund	\$ 38,167,497	\$ 34,728,714	\$ 34,542,573	\$ 27,339,778
Stormwater Utility	4,767,331	386,998	1,243,790	1,024,918
Solid Waste	2,041,550	1,216,507	1,246,500	859,541
Airport	603,669	581,810	523,770	239,452
Central Services	726,463	550,576	544,226	443,474
Local Option Sales Tax	7,052,587	7,785,669	9,803,497	4,390,529
Mobility Fee	751,780	8,277,375	4,257,605	4,189,125
Local Option Gas Tax	3,867,318	2,014,059	3,423,959	2,915,877
Shingle Creek Regional Trail Grants	1,514,060	2,205,778	2,205,778	2,205,778
JYP/West Oak Street Improvements Grant	1,803,601	1,283,033	1,283,033	-
Building	5,023,834	2,867,782	2,826,574	3,880,300
Downtown Community Redevelopment	2,910,482	1,208,445	2,008,806	1,841,645
Vine Street Community Redevelopment	1,974,853	1,567,957	1,889,525	2,025,803
CDBG Entitlement Grants	322,961	769,084	773,385	764,435
State Housing Initiative Partnership Grants	11,789	572,395	567,158	516,087
Home Investment Partnership Grants	138,441	410,180	410,180	292,169
Neighborhood Stabilization Grants	(63)	415,548	415,548	415,548
Recreation Impact	1,796,343	839,792	2,193,302	2,448,302
Police 2nd Dollar Assessment	36,582	3,599	26,677	16,972
Justice Assistance Grant	(43,365)	-	-	-
Victims of Crime Act Grant	(207,945)	(207,945)	(207,945)	-
State Law Enforcement Trust	276,219	264,394	264,394	243,094
Federal Law Enforcement Trust	48,525	46,525	46,525	47,025
School Crossing Guard Trust	34,582	-	-	-
Treasury Forfeiture	284,474	74,048	284,474	284,974
Charter School	2,913,405	2,788,655	2,773,405	2,648,405
Utility Tax	650,555	505,845	635,555	605,555
FMHA Bonds	-	-	-	-
Series 2016 Bonds	17,328	17,429	17,328	17,328
Liab/Workers Comp Self Insurance	2,907,524	1,538,176	2,542,136	1,820,383
Health Self Insurance	12,461	886,146	83,481	-
TOTAL RESERVE BALANCES	\$ 80,404,841	\$ 73,598,574	\$ 76,625,239	\$ 61,476,497

GENERAL FUND

The General Fund accounts for all financial resources except those required to be accounted for in another fund. The General Fund is traditionally viewed as the major operating fund of the City and contains the traditional governmental activities such as management and administration, finance, community development, police, fire protection, public works, parks and recreation and personnel.

The following is a summary of General Fund sources of funds by broad categories and uses of funds by department.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
<u>SOURCES</u>				
Taxes	\$ 17,935,954	\$ 19,285,042	\$ 19,628,974	\$ 21,658,966
Licenses	287,690	251,800	253,000	272,250
Intergovernmental revenue	10,495,312	10,067,281	10,622,452	11,966,463
Charges for services	7,413,373	7,819,931	7,875,297	8,028,983
Fines & forfeits	2,386,116	2,095,000	2,408,665	2,207,000
Miscellaneous revenue	2,629,046	1,423,584	1,506,415	1,590,960
Transfers	36,610,977	39,029,124	39,099,159	38,308,661
From fund balance	35,184,047	34,703,714	38,167,497	34,542,573
TOTAL SOURCES	\$ 112,942,514	\$ 114,675,476	\$ 119,561,459	\$ 118,575,856
<u>USES</u>				
City Commission	\$ 501,248	\$ 584,274	\$ 581,274	\$ 600,461
City Manager	4,730,550	6,020,981	6,219,265	6,854,653
City Attorney	771,400	1,145,768	1,107,799	1,021,559
Finance	10,737,031	12,397,231	12,390,793	13,838,782
Development Services	2,072,048	3,516,020	3,553,016	2,662,578
Police	26,637,927	28,329,276	28,004,090	29,895,361
Fire	16,325,459	17,685,590	17,357,332	19,491,643
Public Works	5,273,170	6,517,375	6,114,102	6,342,378
Parks & Recreation	6,798,311	8,823,819	8,379,621	9,241,930
Human Resources & Risk Management	927,872	1,338,684	1,311,594	1,286,733
Contingency & Reserves	38,167,497	34,728,714	34,542,573	27,339,778
TOTAL USES	\$ 112,942,514	\$ 121,087,733	\$ 119,561,459	\$ 118,575,856

**GENERAL FUND REVENUE SUMMARY
FY 2022/23**

<u>DESCRIPTION</u>	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Current Ad Valorem (4.6253 Mills)	\$ 17,279,277	19,085,042	19,100,000	21,448,966
Delinquent Ad Valorem	459,458	-	300,000	-
Gas Franchise	197,219	200,000	228,974	210,000
Occupational Licenses	285,690	250,000	250,000	270,000
Subdivision Regulation Fees	2,000	1,800	3,000	2,250
State Revenue Sharing	3,178,155	2,786,000	2,829,593	3,480,000
Mobile Home Licenses	32,005	30,000	37,152	30,000
Alcoholic Beverage Licenses	82,531	90,000	138,768	90,000
Half-Cent Sales Tax	5,459,729	5,705,700	5,966,539	6,300,000
Fire Supplemental Compensation	28,392	32,000	32,000	32,000
Municipal Fuel Rebate	98,445	94,000	115,000	100,000
Ambulance Program	747,027	585,181	750,000	1,000,000
School Board Grant	635,203	540,000	540,000	735,063
County Occupational Licenses	3,714	15,000	15,000	10,000
Local Grants	230,111	189,400	198,400	189,400
Miscellaneous Charges	171,574	139,786	171,869	146,400
Development Review Fees	214,451	180,000	300,000	350,000
Impact Fee Allowance	20,100	20,000	20,000	20,000
Fire Plan Checking Fees	0	250	1,751	1,500
Charges to Other Funds	298,111	311,008	311,008	321,995
Police Services - Officers	1,371,454	1,328,930	1,328,930	1,350,000
Police Services - Administrative	25,554	35,000	35,000	35,000
Fire Services - Osceola County	600,000	600,000.00	620,000	640,000
Cemetery Services	104,600	65,000	115,000	110,000
Lot Mowing	5,616	1,000	4,000	7,500
Transportation Miscellaneous	19,225	12,500	12,500	15,000
Athletic Program Fees	113,407	85,980	90,000	94,980
Recreation Program Fees	75,295	106,675	86,225	127,750
Aquatic Center Fees	149,091	200,928	188,000	205,508
Facility Rentals	210,101	212,680	210,000	220,460
Adult Programs	24,757	36,330	36,000	40,470
Youth Programs	199,891	383,864	225,000	342,420
Ambulance Charges	3,810,145	4,100,000	4,120,014	4,000,000

GENERAL FUND REVENUE SUMMARY, CONTINUED

<u>DESCRIPTION</u>	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Court Fines	39,553	50,000	35,000	35,000
Parking Tickets	63,370	45,000	32,000	32,000
Code Enforcement Fines	63,375	75,000	75,290	75,000
Alarm Violations	71,900	65,000	65,000	65,000
Redlight Camera Violations	2,147,918	1,860,000	2,201,375	2,000,000
Interest on Investments	106,078	256,000	40,000	300,000
Miscellaneous Interest	38,878	30,000	10,000	30,000
Rents	143,646	140,250	141,150	146,850
Cemetery Lots/Cremation Niches	367,295	213,500	390,000	380,000
Sale of Surplus Property	1,210,651	100,000	133,146	100,000
Other Miscellaneous Revenue	762,498	683,834	792,119	634,110
Utility Tax Transfers	7,191,122	7,405,000	7,405,000	7,701,200
Charter School Fund	646,000	637,250	637,250	637,250
Stormwater Utility Fund	294,295	298,200	298,200	305,000
Solid Waste Fund	296,721	305,702	305,702	313,030
KUA Charter Payment	18,287,671	18,400,000	18,409,666	18,676,000
KUA Parks and Recreation	1,726,799	1,905,000	1,965,369	2,000,000
Toho Water Authority Payment	7,924,853	8,137,069	8,137,069	8,381,181
Other Miscellaneous Funds	243,515	1,940,903	1,940,903	295,000
Subtotal of Revenues	77,758,467	79,971,762	81,393,962	84,033,283
From Fund Balance	35,184,047	34,703,714	38,167,497	34,542,573
TOTAL SOURCES	\$ 112,942,514	\$ 114,675,476	\$ 119,561,459	\$ 118,575,856

**GENERAL FUND EXPENDITURE SUMMARY BY DIVISION
FY 2022/23**

DESCRIPTION	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
City Commission	\$ 456,942	\$ 485,001	\$ 485,001	\$ 509,188
Social Services	44,306	99,273	96,273	91,273
City Manager	891,572	999,992	951,404	955,605
City Clerk	310,071	380,948	350,123	423,102
Communications & Public Affairs	405,848	680,696	664,015	704,813
Economic Development	459,069	1,235,755	1,223,500	585,906
General Government	2,663,990	2,723,590	3,030,223	4,185,227
City Attorney	712,393	1,072,296	1,036,752	945,012
Municipal Court Clerk	59,007	73,472	71,047	76,547
Finance	1,244,205	1,643,880	1,640,808	1,575,239
Purchasing	197,655	198,465	195,099	211,964
Transfers	9,295,171	10,554,886	10,554,886	12,051,579
Planning	1,872,788	3,312,524	3,211,759	2,362,994
Community Redevelopment	199,261	203,496	203,496	299,584
Main Street	-	-	137,761	-
Office of the Police Chief	814,950	1,122,886	1,106,421	1,112,995
Support Services	6,593,802	6,002,191	5,845,143	6,663,388
Patrol	8,850,022	8,875,559	8,847,423	10,618,365
Criminal Investigations	4,642,057	5,714,167	5,678,573	4,854,387
Communications	2,604,118	2,938,273	2,932,153	3,153,956
Special Operations	3,132,979	3,676,200	3,594,377	3,492,270
Fire Administration	2,694,326	2,865,014	2,806,163	2,949,769
Fire Operations	13,631,133	14,820,577	14,551,169	16,541,874
Public Works Administration	737,465	797,134	793,781	860,499
Engineering	468,407	611,048	614,493	630,977
Street Maintenance	2,315,108	2,692,607	2,689,197	2,723,504
Traffic Engineering	1,752,190	2,416,586	2,016,631	2,127,398
Parks & Recreation Administration	671,564	738,721	751,726	741,096
Parks	3,172,051	4,019,957	3,830,412	3,863,191
Aquatic Center	473,396	554,158	531,044	624,202
Recreation	1,300,449	1,852,468	1,800,852	2,427,528
Cemetery	227,963	342,961	246,763	266,945
Events & Venues	952,889	1,315,554	1,218,824	1,318,968
Human Resources & Risk Management	899,829	1,285,214	1,258,124	1,234,583
General Employee Organization	28,043	53,470	53,470	52,150
Totals	74,775,017	86,359,019	85,018,886	91,236,078
Operating Contingency	-	25,000	25,000	25,000
Unrestricted Reserves	38,167,497	34,703,714	34,517,573	27,314,778
TOTAL USES	<u>\$ 112,942,514</u>	<u>\$ 121,087,733</u>	<u>\$ 119,561,459</u>	<u>\$ 118,575,856</u>

**GENERAL FUND DIVISIONS BY OBJECT CODE
FY 2022/2023**

DESCRIPTION	Personal Services FY 2023	Operating FY 2023	Capital FY 2023	Other FY 2023	Budget FY 2023
City Commission	\$ 263,012	\$ 246,176	\$ -	\$ -	\$ 509,188
Social Services	88,273	3,000	-	-	91,273
City Manager	818,611	30,194	106,800	-	955,605
City Clerk	363,578	45,624	13,900	-	423,102
Communications & Public Affairs	567,245	107,668	29,900	-	704,813
Economic Development	248,388	333,018	4,500.00	-	585,906
General Government	1,461,637	2,000,000	-	723,590	4,185,227
City Attorney	690,035	251,177	3,800.00	-	945,012
Municipal Court Clerk	66,007	8,640	1,900.00	-	76,547
Finance	1,284,490	272,949	17,800	-	1,575,239
Purchasing	199,204	8,960	3,800.00	-	211,964
Transfers	-	9,026,612	-	3,024,967	12,051,579
Planning	1,515,442	834,652	12,900	-	2,362,994
Community Redevelopment	299,584	-	-	-	299,584
Office of the Police Chief	981,648	101,147	30,200	-	1,112,995
Police Support Services	2,994,225	2,531,663	1,137,500	-	6,663,388
Police Patrol	10,478,878	131,887	7,600.00	-	10,618,365
Criminal Investigations	4,598,657	255,730	-	-	4,854,387
Police Communications	3,110,178	43,778	-	-	3,153,956
Special Operations	2,755,072	698,798	38,400	-	3,492,270
Fire Administration	1,732,228	1,195,441	22,100	-	2,949,769
Fire Operations	14,515,700	1,824,574	201,600	-	16,541,874
Public Works Administration	714,333	137,766	8,400	-	860,499
Engineering	475,836	106,441	48,700	-	630,977
Street Maintenance	1,324,266	1,394,738	4,500	-	2,723,504
Traffic Engineering	663,070	1,451,628	12,700	-	2,127,398
Parks & Recreation Administration	535,239	177,057	3,800	25,000	741,096
Parks	2,728,203	733,588	401,400	-	3,863,191
Aquatic Center	478,205	107,095	38,902	-	624,202
Recreation	1,977,642	399,986	49,900	-	2,427,528
Cemetery	168,688	96,157	2,100.00	-	266,945
Events & Venues	926,515	377,153	15,300	-	1,318,968
Human Resources & Risk Management	1,133,171	91,012	10,400	-	1,234,583
General Employee Organization	-	52,150	-	-	52,150
Totals	\$ 60,157,260	\$ 25,076,459	\$ 2,228,802	\$ 3,773,557	\$ 91,236,078
Operating Contingency					25,000
Unrestricted Reserves					27,314,778
TOTAL USES					\$ 118,575,856

FUND SUMMARY

STORMWATER UTILITY FUND

Although administered as a division of the Public Works Department, the Stormwater Utility is an enterprise fund operation that accounts separately for Stormwater revenues and expenditures. Stormwater services are provided to both residential and commercial units. The Stormwater utility fee is derived from an \$8.78 per month fee for each equivalent residential unit (ERU). An ERU is defined as 2,404 square feet of impervious surface.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Stormwater Utility Fee	\$ 5,859,835	\$ 6,005,000	\$ 6,005,000	\$ 6,100,000
State Grant	-	-	-	-
Interest Earnings	7,538	10,000	5,000	10,000
Miscellaneous	-	627,845	-	-
Subtotal	<u>5,867,373</u>	<u>6,642,845</u>	<u>6,010,000</u>	<u>6,110,000</u>
Fund Balance Carryover	<u>4,176,783</u>	<u>3,890,717</u>	<u>4,767,331</u>	<u>1,243,790</u>
TOTAL SOURCES	\$ <u>10,044,156</u>	\$ <u>10,533,562</u>	\$ <u>10,777,331</u>	\$ <u>7,353,790</u>
Personal Services	\$ 2,302,294	\$ 2,548,664	\$ 2,548,664	\$ 2,767,579
Other Expenditures	1,441,582	2,093,869	1,883,604	2,008,791
Capital Outlay	1,238,653	5,198,329	4,798,772	1,246,800
Transfer to Other Funds	<u>294,295</u>	<u>305,702</u>	<u>302,500</u>	<u>305,702</u>
Subtotal	<u>5,276,825</u>	<u>10,146,564</u>	<u>9,533,540</u>	<u>6,328,872</u>
Unrestricted Reserves	<u>4,767,331</u>	<u>386,998</u>	<u>1,243,790</u>	<u>1,024,918</u>
TOTAL USES	\$ <u>10,044,156</u>	\$ <u>10,533,562</u>	\$ <u>10,777,331</u>	\$ <u>7,353,790</u>

FUND SUMMARY

SOLID WASTE FUND

Although administered as a division of the Public Works Department, Solid Waste is an enterprise fund operation which accounts separately for garbage and trash collection revenues and expenditures. In 2017, the City implemented an underground refuse collection operation that will be used by commercial businesses primarily in the downtown area. The City's refuse service is basically residential and small commercial with large commercial containers handled via franchise. The franchise fee is considered a revenue stream in this fund. Garbage fees will be approximately \$19.50 per month for residential service during FY 2023. Annual rates are adjusted for increases in fuel costs and the Consumer Price Index.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Franchise Fees	\$ 841,805	\$ 925,000	\$ 910,000	\$ 971,250
Garbage/Trash Fees	4,274,286	4,266,040	4,350,000	4,479,342
Special Pickup	490,368	370,000	475,000	385,000
Weld Shop Fees	256,468	340,000	275,000	350,000
Other Charges/Fees	74,700	73,000	73,000	75,000
Interest Earnings	6,689	12,000	5,000	8,000
Miscellaneous	2,988	2,800	2,265	2,800
Subtotal	<u>5,947,305</u>	<u>5,988,840</u>	<u>6,090,265</u>	<u>6,271,392</u>
Fund Balance Carryover	<u>2,415,525</u>	<u>2,001,934</u>	<u>2,041,550</u>	<u>1,246,500</u>
TOTAL SOURCES	\$ <u>8,362,830</u>	\$ <u>7,990,774</u>	\$ <u>8,131,815</u>	\$ <u>7,517,892</u>
Personal Services	\$ 1,969,876	\$ 2,273,985	\$ 2,273,985	\$ 2,379,813
Other Expenditures	2,707,718	2,957,082	3,069,630	3,158,493
Capital Outlay	1,346,965	1,245,000	1,243,500	640,800
Transfer to Other Funds	296,721	298,200	298,200	479,245
Subtotal	<u>6,321,280</u>	<u>6,774,267</u>	<u>6,885,315</u>	<u>6,658,351</u>
Unrestricted Reserves	<u>2,041,550</u>	<u>1,216,507</u>	<u>1,246,500</u>	<u>859,541</u>
TOTAL USES	\$ <u>8,362,830</u>	\$ <u>7,990,774</u>	\$ <u>8,131,815</u>	\$ <u>7,517,892</u>

FUND SUMMARY

AIRPORT FUND

The Airport is an enterprise fund operation. The following is a summary of budgeted sources and uses of Airport funds.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Aviation:				
Fuel Fees	\$ 537,356	\$ 691,450	\$ 590,000	\$ 552,014
Leased Sites	165,923	171,200	255,000	300,000
Car Rental Fees	12,447	11,400	19,800	19,800
Miscellaneous	493	5,100	10,425	5,000
Non-Aviation:				
Leased Sites	156,575	194,301	155,000	204,623
City Rentals	69,490	161,634	147,225	164,678
Miscellaneous	13,232	195,035	8,034	4,250
Transfer From General Fund	1,590,000			
Interest Earnings	938	5,000	1000	5,000
Donations	22,232	39,000	24,000	24,000
Subtotal	2,568,686	1,474,120	1,210,484	1,279,365
Fund Balance Carryover	675,648	531,456	603,669	523,770
TOTAL SOURCES	\$ 3,244,334	\$ 2,005,576	\$ 1,814,153	\$ 1,803,135
Personal Services	\$ 648,820	\$ 780,833	\$ 746,144	\$ 893,455
Other Expenditures	337,628	401,483	342,834	399,048
Capital Outlay	1,608,977	39,825	46,800	269,180
Debt Service		80,650	33,605	
Transfer to Other Funds	45,240	120,975	121,000	2,000
Subtotal	2,640,665	1,423,766	1,290,383	1,563,683
Unrestricted Reserves	603,669	581,810	523,770	239,452
TOTAL USES	\$ 3,244,334	\$ 2,005,576	\$ 1,814,153	\$ 1,803,135

FUND SUMMARY

CENTRAL SERVICES FUND

The Central Services Fund accounts for the costs of operating the centralized services (Information Technology, Warehouse, Fleet Maintenance, and Facilities Maintenance) of the City. Costs are billed to City departments based upon costs to provide the service.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Information Technology	\$ 2,877,788	\$ 3,024,592	\$ 3,024,592	\$ 3,435,031
Facilities Maintenance	4,118,737	5,236,031	5,236,031	5,591,581
Fleet Maintenance	1,849,952	2,025,822	2,025,822	2,300,000
Car Wash Facility	39,522	60,000	40,000	60,000
LYNX Revenue	149,684	138,723	138,731	138,723
Interest Earnings	2,200	5,000	1,500	5,000
Miscellaneous	43,281	37,000	20,000	37,000
Other Miscellaneous	-	16,291	-	-
Fund Balance Carryover	694,961	649,826	726,463	544,226
TOTAL SOURCES	\$ 9,776,125	\$ 11,193,285	\$ 11,213,139	\$ 12,111,561
Information Technology	\$ 2,752,465	\$ 3,106,925	\$ 3,107,344	\$ 3,520,727
Warehouse	416,823	-	-	-
Fleet Maintenance	1,930,699	2,021,543	2,192,190	2,539,791
Facilities Maintenance	3,949,674	5,514,241	5,369,379	5,607,569
Unrestricted Reserves	726,463	550,576	544,226	443,474
TOTAL USES	\$ 9,776,125	\$ 11,193,285	\$ 11,213,139	\$ 12,111,561

FUND SUMMARY

LOCAL OPTION SALES TAX FUND

On June 5, 1990, a referendum was approved for an additional one-cent sales tax within Osceola County. Only major capital items can be funded from this source of revenue. Over the years, bonds have been issued to fund various projects such as Community Redevelopment improvements, a new Service Center, City Hall and Fire Stations as well as park land purchases and improvements.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Local Option Sales				
Tax	\$ 8,554,767	9,073,000	9,073,000	9,436,000
State Grant	-	-	-	-
Miscellaneous	2,320,455	1,455,630	169,154	-
Interest Earnings	18,329	20,000	15,000	20,000
Transfer from Other Funds	-	2,322,800	2,319,000	-
Fund Balance Carryover	<u>5,242,728</u>	<u>8,035,815</u>	<u>7,052,587</u>	<u>9,803,497</u>
TOTAL SOURCES	\$ <u>16,136,279</u>	\$ <u>20,907,245</u>	\$ <u>18,628,741</u>	\$ <u>19,259,497</u>
Sales Tax Projects				
by Department:				
City Manager	\$ -	\$ 1,939	\$ -	\$ -
Police	68,623	273,640	-	-
Fire	2,515,364	713,800	710,000	7,855,000
Public Works	619,921	3,242,581	1,855,659	760,000
Parks and Recreation	446,561	3,137,963	338,750	950,000
Information Technology	936,026	1,029,160	1,029,160	313,000
Transfers:				
Sales Tax Bonds	4,279,381	4,333,036	4,333,036	4,601,511
Capital Lease	217,816	389,457	389,457	389,457
Miscellaneous Funds	-	-	-	-
Unrestricted Reserves	<u>7,052,587</u>	<u>7,785,669</u>	<u>9,803,497</u>	<u>4,390,529</u>
TOTAL USES	\$ <u>16,136,279</u>	\$ <u>20,907,245</u>	\$ <u>18,459,559</u>	\$ <u>19,259,497</u>

FUND SUMMARY

MOBILITY FEE FUND

During fiscal year 2013, this fund was established to account for the proceeds of the newly implemented mobility fees. These fees were implemented in lieu of transportation impact fees; therefore, future projects that were previously planned for in the Transportation Impact Fund have been moved to the Mobility Fee Fund. These monies will be used to fund new road construction.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Mobility Fees	\$ 1,291,194	\$ 5,884,790	\$ 845,500	\$ 845,500
Other Transportation Charges	-	-	-	-
Interest Earnings	18,078	25,000	-	25,000
Fund Balance Carryover	<u>6,678,007</u>	<u>6,498,105</u>	<u>7,541,780</u>	<u>4,257,605</u>
TOTAL SOURCES	\$ <u>7,987,279</u>	\$ <u>12,407,895</u>	\$ <u>8,387,280</u>	\$ <u>5,128,105</u>
 Road Improvements	 \$ 2,100	 \$ 3,687,121	 \$ 3,687,121	 \$ 500,000
Transfer to Other Funds	443,399	443,399	442,554	438,980
Restricted Reserves	<u>7,541,780</u>	<u>8,277,375</u>	<u>4,257,605</u>	<u>4,189,125</u>
TOTAL USES	\$ <u>7,987,279</u>	\$ <u>12,407,895</u>	\$ <u>8,387,280</u>	\$ <u>5,128,105</u>

FUND SUMMARY

PAVING ASSESSMENT FUND

This fund accounts for the collection of paving and sidewalk assessments. Collections are transferred to the Local Option Gas Tax Fund where the total cost of road and sidewalk improvements are budgeted and accounted for.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Assessments	\$ 27,782	\$ 10,000	\$ 10,000	\$ 10,000
Interest Earnings	<u>1,492</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL SOURCES	<u>\$ 29,274</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>
Other Operating Costs	\$ 11,003	\$ 5,000	\$ 5,000	\$ 5,000
Transfers to Other Funds	<u>16,791</u>	<u>5,000</u>	<u>5,000</u>	<u>5,000</u>
TOTAL USES	<u>\$ 27,794</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>

FUND SUMMARY

LOCAL OPTION GAS TAX FUND

This fund was established to account for the proceeds of the Local Option Gas Tax which was authorized by the Osceola County Board of Commissioners and is distributed by Interlocal Agreement as follows:

City of Kissimmee	25.0%
City of St. Cloud	12.5%
Osceola County	62.5%

The City's intention is to utilize these funds to make improvements to City roadways and intersections. Summaries showing personnel and capital outlay for the divisions administered by the Public Works Department begin on the following page.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Local Option Gas Tax	\$ 2,766,883	\$ 2,731,000	\$ 2,850,000	\$ 2,936,000
Interest Earnings	11,479	15,000	5,000	15,000
Miscellaneous Revenue	19,093	289,248	1,621	3,500
Transfer from				
Special Assessments	16,791	5,000	5,000	5,000
Transfer from Other Funds	500,000	500,000	500,000	875,000
Fund Balance Carryover	3,219,390	3,604,209	3,867,318	3,423,959
TOTAL SOURCES	\$ 6,533,636	\$ 7,144,457	\$ 7,228,939	\$ 7,258,459
Sidewalks	\$ 511,407	\$ 772,600	\$ 770,517	\$ 744,663
Engineering	466,050	655,719	639,499	632,833
Traffic Engineering	-	713,927	-	642,504
Street Maintenance	-	-	-	-
Facilities Maintenance	-	11,082	-	-
Road Improvements	783,998	2,067,324	1,485,218	1,385,000
Transfers:				
Gas Tax Notes	904,863	909,746	909,746	937,582
Other Funds	-	-	-	-
Unrestricted Reserves	3,867,318	2,014,059	3,423,959	2,915,877
TOTAL USES	\$ 6,533,636	\$ 7,144,456	\$ 7,228,939	\$ 7,258,459

FUND SUMMARY

BUILDING FUND

Although administered as a division of Development Services, the Building Fund is a special revenue fund that accounts separately for various permits and plan checking fees as well as the expenses associated with building/fire inspections and permitting.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Building Permits	\$ 459,313	\$ 1,800,000	\$ 3,000,000	\$ 3,500,000
Electrical Permits	24,023	100,000	24,000	25,000
Plumbing Permits	3,627	50,000	30,000	30,000
Mechanical Permits	7,380	75,000	75,000	75,000
Impact Fee Allowance	131,594	40,000	110,000	110,000
Plan Checking Fees	-	-	-	-
Interest Earnings	17,216	10,000	-	-
Miscellaneous	42,825	40,000	40,000	40,000
Transfer from General Fund	5,000	5,000	5,000	30,000
Fund Balance Carryover	<u>6,813,388</u>	<u>6,271,901</u>	<u>5,023,834</u>	<u>2,826,574</u>
TOTAL SOURCES	\$ <u>7,504,366</u>	\$ <u>8,391,901</u>	\$ <u>8,307,834</u>	\$ <u>6,636,574</u>
Personal Services	\$ 1,692,357	\$ 1,977,686	\$ 1,958,677	\$ 2,306,993
Operating Costs	209,100	417,763	396,913	440,481
Capital Outlay	579,075	3,128,670	3,125,670	8,800
Transfer to Other Funds	-	-	-	-
Unrestricted Reserves	<u>5,023,834</u>	<u>2,867,782</u>	<u>2,826,574</u>	<u>3,880,300</u>
TOTAL USES	\$ <u>7,504,366</u>	\$ <u>8,391,901</u>	\$ <u>8,307,834</u>	\$ <u>6,636,574</u>

FUND SUMMARY

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 202
Intergovernmental				
Revenue	\$ 1,316,052	\$ 1,391,840	\$ 1,428,363	\$ 1,585,860
Interest Earnings	10,440	15,000	5,000	10,000
Miscellaneous Revenue	62,196	182,536	66,085	66,085
Transfer from General Fund	908,528	960,847	986,061	1,094,788
Fund Balance Carryover	<u>2,212,568</u>	<u>1,822,310</u>	<u>2,910,482</u>	<u>2,008,806</u>
TOTAL SOURCES	\$ <u>4,509,784</u>	\$ <u>4,372,533</u>	\$ <u>5,395,991</u>	\$ <u>4,765,539</u>
Professional Services	\$ 58,860	\$ 66,250	\$ 55,605	\$ 108,000
Other Operating Costs	33,816	229,863	236,608	162,398
General Fund Admin Cost	101,448	101,752	101,752	106,840
Capital Outlay	495,098	1,280,952	1,507,949	850,000
Aid to Private Organizations	96,462	498,558	498,558	525,000
Transfer to Other Funds	813,618	986,713	986,713	1,171,656
Unrestricted Reserves	<u>2,910,482</u>	<u>1,208,445</u>	<u>2,008,806</u>	<u>1,841,645</u>
TOTAL USES	\$ <u>4,509,784</u>	\$ <u>4,372,533</u>	\$ <u>5,395,991</u>	\$ <u>4,765,539</u>

FUND SUMMARY

VINE STREET COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Vine Street Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Intergovernmental				
Revenue	\$ 508,371	\$ 545,880	\$ 587,406	\$ 827,354
Interest Earnings	5,617	5,000	2,000	5,000
Miscellaneous		23,160		
Transfer from General				
Fund	476,290	511,432	550,338	775,144
Fund Balance Carryover	<u>1,133,805</u>	<u>1,707,557</u>	<u>1,974,853</u>	<u>1,889,525</u>
TOTAL SOURCES	\$ <u>2,124,083</u>	\$ <u>2,793,029</u>	\$ <u>3,114,597</u>	\$ <u>3,497,023</u>
General Fund Admin Cost	\$ 101,448	\$ 101,752	\$ 101,752	\$ 106,840
Operating Costs	37,782	52,440	52,440	186,580
Capital Outlay		946,500	946,500	702,800
Aid to Private Organizations	10,000	124,380	124,380	475,000
Unrestricted Reserves	<u>1,974,853</u>	<u>\$ 1,567,957</u>	<u>\$ 1,889,525</u>	<u>\$ 2,025,803</u>
TOTAL USES	\$ <u>2,124,083</u>	\$ <u>2,793,029</u>	\$ <u>3,114,597</u>	\$ <u>3,497,023</u>

FUND SUMMARY

2022 COMMUNITY DEVELOPMENT BLOCK GRANT ENTITLEMENT FUND

In 2023, the City will be awarded a \$732,540 Community Development Block Grant from the Department of Community Affairs. The proceeds from this grant are to be used for economic development projects.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
State Grant	\$ -	\$ -	\$ -	\$ 732,540
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 732,540
Personal Services	\$ -	\$ -	\$ -	\$ 187,364
Professional Services	-	-	-	-
Operating Costs	-	-	-	545,176
Capital Outlay	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	\$ 732,540

FUND SUMMARY

2022 STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) GRANT FUND

In 2023, the City will be awarded \$777,320 by the Florida Housing Finance Corporation. These funds will be used to provide down payment assistance, foreclosure prevention, housing rehabilitation and rental security deposit assistance.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
State Grant	\$ -	\$ -	\$ -	\$ 777,320
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 777,320
Personal Services	\$ -	\$ -	\$ -	\$ 77,952
Professional Services	-	-	-	60,000
Operating Costs	-	-	-	639,368
TOTAL USES	\$ -	\$ -	\$ -	\$ 777,320

FUND SUMMARY

2022 HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) GRANT FUND

In 2023, the City will be awarded HOME funds in the amount of \$373,302 from the Department of Housing and Urban Development (HUD) passed through Osceola County. These funds will be used to provide non-amortized, low interest loans to developers for the acquisition and/or new construction or rehabilitation of affordable rental housing to low income families.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Federal Grant	\$ -	\$ -	\$ -	\$ 373,302
TOTAL SOURCES	\$ -	\$ -	\$ -	\$ 373,302
Personal Services	\$ -	\$ -	\$ -	\$ 14,410
Professional Services	-	-	-	-
Operating Costs	-	-	-	358,892
TOTAL USES	\$ -	\$ -	\$ -	\$ 373,302

FUND SUMMARY

RECREATION IMPACT FUND

This fund was established to account for the impact fees collected for recreation improvements. Use of these funds is limited to the acquisition, development or capital improvement of neighborhood parks or recreation areas within the City.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Recreation Impact Fees	\$ 582,825	\$ 250,000	\$ 1,125,450	\$ 675,000
State Grant	-	-	-	-
Interest Earnings	5,149	5,000	-	5,000
Fund Balance Carryover	<u>1,572,012</u>	<u>1,553,457</u>	<u>1,796,343</u>	<u>2,193,302</u>
TOTAL SOURCES	\$ <u>2,159,986</u>	\$ <u>1,808,457</u>	\$ <u>2,921,793</u>	\$ <u>2,873,302</u>
Capital Outlay	\$ 136,885	\$ 968,665	\$ 728,491	\$ 425,000
Transfer to Other Funds	226,758	-	-	-
Restricted Reserves	<u>1,796,343</u>	<u>839,792</u>	<u>2,193,302</u>	<u>2,448,302</u>
TOTAL USES	\$ <u>2,159,986</u>	\$ <u>1,808,457</u>	\$ <u>2,921,793</u>	\$ <u>2,873,302</u>

FUND SUMMARY

POLICE 2ND DOLLAR ASSESSMENT FUND

These funds flow to the City pursuant to ordinance No. 1287 enacted March 1985 and authorized by Florida Statutes 943.25 (13) which imposes a \$2.00 court cost against every person convicted of a municipal or county ordinance violation where said offense occurred within the City of Kissimmee. These funds are earmarked for police education and training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Police Education Fines	\$ 21,433	\$ 18,000	\$ 19,000	\$ 18,000
Fund Balance Carryover	<u>19,054</u>	<u>16,504</u>	<u>36,582</u>	<u>26,677</u>
TOTAL SOURCES	\$ <u>40,487</u>	\$ <u>34,504</u>	\$ <u>55,582</u>	\$ <u>44,677</u>
Operating Costs	\$ 3,905	\$ 28,905	\$ 28,905	\$ 27,705
Unrestricted Reserves	<u>36,582</u>	<u>3,599</u>	<u>26,677</u>	<u>16,972</u>
TOTAL USES	\$ <u>40,487</u>	\$ <u>32,504</u>	\$ <u>55,582</u>	\$ <u>44,677</u>

FUND SUMMARY

JUSTICE ASSISTANCE GRANT FUND

Beginning in 1997, the City began receiving grant funds through the United States Department of Justice. The name of this grant has subsequently been changed to the Edward Byrne Memorial Justice Assistance Grant (JAG). The City uses these funds to partially pay salaries and benefits for one Sergeant and two Police Officers.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Federal Grant	\$ 34,356	\$ 45,369	\$ 77,719	\$ 27,369
Transfer from General Fund	270,246	242,635	210,285	260,635
TOTAL SOURCES	\$ <u>304,602</u>	\$ <u>288,004</u>	\$ <u>288,004</u>	\$ <u>288,004</u>
Personal Services	\$ 304,602	\$ 288,004	\$ 288,004	\$ 288,004
TOTAL USES	\$ <u>304,602</u>	\$ <u>288,004</u>	\$ <u>288,004</u>	\$ <u>288,004</u>

FUND SUMMARY

STATE LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds from property confiscated in police enforcement activities pursuant to Florida Statute 932.701. The funds may not be used for normal operating needs but are to be used to defray the cost of protracted or complex investigations, provide additional technical equipment or expertise, provide matching funds for federal grants or other such appropriate law enforcement purposes as approved by the City Commission.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Forfeiture Proceeds	\$ 18,152	\$ -	\$ -	\$ -
Interest Earnings	-	-	-	500
Miscellaneous Revenue	-	-	-	-
Fund Balance Carryover	<u>271,337</u>	<u>276,219</u>	<u>276,219</u>	<u>264,394</u>
TOTAL SOURCES	\$ <u>289,489</u>	\$ <u>276,219</u>	\$ <u>276,219</u>	\$ <u>264,894</u>
Operating Costs	\$ 13,270	\$ 11,825	\$ 11,825	\$ 21,800
Unrestricted Reserves	<u>276,219</u>	<u>264,394</u>	<u>264,394</u>	<u>243,094</u>
TOTAL USES	\$ <u>289,489</u>	\$ <u>276,219</u>	\$ <u>276,219</u>	\$ <u>264,894</u>

FUND SUMMARY

FEDERAL LAW ENFORCEMENT TRUST FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations or municipal seizures of property where the underlying offense is a violation of federal law. These funds may not be used for normal law enforcement operating needs but are to be used for law enforcement activities associated with seizures/forfeitures, specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Forfeiture Proceeds	\$ -	\$ -	\$ -	\$ -
Interest Earnings	-	-	-	500
Fund Balance Carryover	<u>46,525</u>	<u>46,525</u>	<u>46,525</u>	<u>46,525</u>
TOTAL SOURCES	\$ <u>46,525</u>	\$ <u>46,525</u>	\$ <u>46,525</u>	\$ <u>47,025</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Unrestricted Reserves	<u>46,525</u>	<u>46,525</u>	<u>46,525</u>	<u>47,025</u>
TOTAL USES	\$ <u>46,525</u>	\$ <u>46,525</u>	\$ <u>46,525</u>	\$ <u>47,025</u>

FUND SUMMARY

SCHOOL CROSSING GUARD TRUST FUND

This fund was established to account for the proceeds from the surcharge imposed on parking fines. Pursuant to Florida Statute 318.21, this surcharge must be used solely for the purpose of funding a school crossing guard program.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2022
Fines	\$ 13,806	\$ 3,600	\$ 5,570	\$ 3,600
Interest Earnings	-	50	-	50
Fund Balance Carryover	<u>28,640</u>	<u>-</u>	<u>34,582</u>	<u>-</u>
TOTAL SOURCES	\$ <u>42,446</u>	\$ <u>3,650</u>	\$ <u>40,152</u>	\$ <u>3,650</u>
Operating Costs	\$ -	\$ -	\$ -	\$ -
Transfer to Other Funds	7,864	3,650	40,152	3,650
Unrestricted Reserves	<u>34,582</u>	<u>-</u>	<u>-</u>	<u>-</u>
TOTAL USES	\$ <u>42,446</u>	\$ <u>3,650</u>	\$ <u>40,152</u>	\$ <u>3,650</u>

FUND SUMMARY

TREASURY FORFEITURE FUND

This fund was established to account for the proceeds of equitable sharing obtained from joint municipal/federal investigations where the underlying offense is a violation of federal law. More specifically, the proceeds received represent seized or forfeited properties that are the result of IRS investigations. These funds may not be used for normal law enforcement operating needs but are to be used only for law enforcement purposes and activities associated with enhancing future seizures or forfeitures, providing specific types of law enforcement training, law enforcement equipment and operations, and/or drug education and awareness training.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2022</u>
Forfeiture Proceeds	\$ -	- \$	- \$	-
Interest Earnings	-	500	-	500
Fund Balance Carryover	<u>279,223</u>	<u>78,934</u>	<u>284,474</u>	<u>284,474</u>
TOTAL SOURCES	\$ <u>279,223</u>	\$ <u>79,434</u>	\$ <u>284,474</u>	\$ <u>284,974</u>
Operating Costs	\$ 5,251	\$ -	\$ -	\$ -
Capital Outlay	-	-	-	-
Unrestricted Reserves	<u>284,474</u>	<u>74,048</u>	<u>284,474</u>	<u>284,974</u>
TOTAL USES	\$ <u>289,725</u>	\$ <u>74,048</u>	\$ <u>284,474</u>	\$ <u>284,974</u>

FUND SUMMARY

CHARTER SCHOOL FUND

This fund was established to account for the full time equivalent (FTE) funds that are received from the Osceola County School District on a biweekly basis to operate the Kissimmee Charter Academy. These funds, less an amount sufficient to pay debt service on the bonds issued to construct the school, are immediately remitted to Imagine Schools, the management company that operates the charter school on a daily basis. The amount retained for debt service is transferred to a debt service fund; payments on the debt are made semi-annually.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Intergovernmental				
Revenue	\$ 5,927,847	\$ 5,800,000	\$ 5,800,000	\$ 5,800,000
Interest Earnings	(14,030)	15,000	-	15,000
Fund Balance Carryover	<u>3,104,606</u>	<u>2,913,405</u>	<u>2,913,405</u>	<u>2,773,405</u>
TOTAL SOURCES	\$ <u>9,018,423</u>	\$ <u>8,728,405</u>	\$ <u>8,713,405</u>	\$ <u>8,588,405</u>
Professional Services	\$ 5,181,018	\$ 5,300,000	\$ 5,300,000	\$ 5,300,000
Other Operating Costs	-	2,500	2,500	2,500
Capital Outlay	278,000	-	-	-
Transfers to Other Funds	646,000	637,250	637,500	637,500
Unrestricted Reserves	<u>2,913,405</u>	<u>2,788,655</u>	<u>2,773,405</u>	<u>2,648,405</u>
TOTAL USES	\$ <u>9,018,423</u>	\$ <u>8,728,405</u>	\$ <u>8,713,405</u>	\$ <u>8,588,405</u>

FUND SUMMARY

UTILITY TAX FUND

City Code Section 26-16 imposes the 8% utility tax on sales of electricity, water, metered or bottled gas, and telecommunication services within the City limits. In October 1995, the rate on telephone services was changed to 7% of intrastate tolls and recurring charges on cellular/mobile telephone or other telecommunication services. Monies are typically transferred to and used for General Fund purposes.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Utility Tax Revenue:				
Electric	\$ 4,491,266	\$ 4,760,000	\$ 4,760,000	\$ 4,950,400
Telephone	1,916,523	1,825,000	1,825,000	1,898,000
Water	592,403	595,000	595,000	618,800
Natural Gas	108,368	105,000	105,000	109,200
Propane Gas	123,990	120,000	120,000	124,800
Fund Balance Carryover	<u>603,967</u>	<u>650,555</u>	<u>650,555</u>	<u>635,555</u>
TOTAL SOURCES	\$ <u>7,836,517</u>	\$ <u>8,055,555</u>	\$ <u>8,055,555</u>	\$ <u>8,336,755</u>
Bad Debt Expense	\$ (5,160)	\$ 30,000	\$ 15,000	\$ 30,000
Transfer to General Fund	7,191,122	7,405,000	7,405,000	7,701,200
Unrestricted Reserves	<u>650,555</u>	<u>505,845</u>	<u>635,555</u>	<u>605,555</u>
TOTAL USES	\$ <u>7,836,517</u>	\$ <u>7,940,845</u>	\$ <u>8,055,555</u>	\$ <u>8,336,755</u>

FUND SUMMARY

LOCAL OPTION SALES TAX BONDS FUND

In December 2005, a \$10,000,000 bank note was issued to fund the relocation of Fire Station 11 as well as various drainage and road improvement projects. An additional \$9,500,000 bank note was issued in February 2009 to fund improvements at the lakefront. In FY 2010, the \$10,000,000 bank note was refinanced to take advantage of interest savings. In FY 2011, the \$9,500,000 bank note was converted to a fixed rate note. In FY 2011, an additional note for \$8,000,000 was issued to provide further funding for the lakefront development project. Finally, in FY 2014, an additional note for \$9,600,000 was issued to provide funding for certain roadway improvements and improvements to the lakefront park. For all issues, transfers are made from the Local Option Sales Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2023</u>	<u>BUDGET FY 2023</u>
Transfer from Local Option Sales Tax Fund	\$ <u>3,098,919</u>	\$ <u>3,085,858</u>	\$ <u>3,085,858</u>	\$ <u>3,110,615</u>
TOTAL SOURCES	\$ <u><u>3,098,919</u></u>	\$ <u><u>3,085,858</u></u>	\$ <u><u>3,085,858</u></u>	\$ <u><u>3,110,615</u></u>
Debt Service - Due 10/1	\$ 2,580,000	\$ 2,675,000	\$ 2,675,000	\$ 2,755,000
Debt Service - Current	<u>518,919</u>	<u>410,858</u>	<u>410,858</u>	<u>355,615</u>
TOTAL USES	\$ <u><u>3,098,919</u></u>	\$ <u><u>3,085,858</u></u>	\$ <u><u>3,085,858</u></u>	\$ <u><u>3,110,615</u></u>

FUND SUMMARY

LOCAL OPTION GAS TAX NOTES FUND

In December 2006, the City issued Revenue Notes of \$9,000,000 to fund the construction of various road improvements throughout the City. In November 2010, the City issued additional Revenue Notes of \$4,000,000 to fund further road improvements. In February 2016, the 2006 note was refunded with the Series 2016 Bonds. For all issues, transfers are made from the Local Option Gas Tax Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Transfer from Local Option Gas Tax Fund	\$ <u>278,592</u>	\$ <u>282,946</u>	\$ <u>282,946</u>	\$ <u>287,028</u>
TOTAL SOURCES	\$ <u>278,592</u>	\$ <u>282,946</u>	\$ <u>282,946</u>	\$ <u>287,028</u>
Debt Service - Due 10/1	\$ 244,296	\$ 251,473	\$ 251,473	\$ 258,514
Debt Service - Current	<u>34,296</u>	<u>31,473</u>	<u>31,473</u>	<u>28,514</u>
TOTAL USES	\$ <u>278,592</u>	\$ <u>282,946</u>	\$ <u>282,946</u>	\$ <u>287,028</u>

FUND SUMMARY

COMMUNITY REDEVELOPMENT NOTES FUND

In March 2004, the City issued a Redevelopment Trust Fund Revenue Note of \$6,000,000 to fund the construction of various improvements throughout the Community Redevelopment Agency's area of responsibility. In 2015, the 2004 Note was refunded by the Series 2015B Note. Transfers are made from the Community Redevelopment Fund to cover the annual debt service payments.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Transfer from Community Redevelopment Fund	\$ <u>281,631</u>	\$ <u>281,010</u>	\$ <u>281,010</u>	\$ <u>295,250</u>
TOTAL SOURCES	\$ <u><u>281,631</u></u>	\$ <u><u>281,010</u></u>	\$ <u><u>281,010</u></u>	\$ <u><u>295,250</u></u>
 Debt Service - Due 10/1	 \$ 240,680	 \$ 243,050	 \$ 243,050	 \$ 260,125
Debt Service - Current	<u>40,681</u>	<u>38,050</u>	<u>38,050</u>	<u>35,125</u>
TOTAL USES	\$ <u><u>281,361</u></u>	\$ <u><u>281,100</u></u>	\$ <u><u>281,100</u></u>	\$ <u><u>295,250</u></u>

FUND SUMMARY

SERIES 2016 BONDS FUND

In February 2016, the City issued Revenue Bonds of \$42,930,000 to fund the construction of various projects throughout the City and to refund the Series 2006 Note and the Charter School Note. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Transfer from Community Redevelopment Fund	\$ 238,753	\$ 238,298	\$ 238,298	\$ 236,374
Transfer from Local Option Gas Tax Fund	613,500	609,250	609,250	609,000
Transfer from Local Option Sales Tax Fund	1,023,229	1,021,279	1,021,279	1,013,028
Transfer from Mobility Fee Fund	443,399	442,554	442,554	438,980
Transfer from General Fund	646,000	637,250	637,250	637,500
Fund Balance Carryover	<u>17,429</u>	<u>17,429</u>	<u>17,328</u>	<u>17,328</u>
TOTAL SOURCES	\$ <u>2,982,310</u>	\$ <u>2,966,060</u>	\$ <u>2,965,959</u>	\$ <u>2,952,210</u>
Debt Service - Due 10/1	\$ 2,144,991	\$ 2,161,816	\$ 2,161,816	\$ 2,219,882
Debt Service - Current	819,991	786,815	786,815	715,000
Restricted Reserves	<u>17,328</u>	<u>17,429</u>	<u>17,328</u>	<u>17,328</u>
TOTAL USES	\$ <u>2,982,310</u>	\$ <u>2,966,060</u>	\$ <u>2,965,959</u>	\$ <u>2,952,210</u>

FUND SUMMARY

SERIES 2022 BONDS FUND

In May 2022, the City issued Revenue Refunding Bonds of \$26,730,000 to fund the CRA Beaumont Infrastructure Project, Commercial Solid Waste equipment, and to refund the 2021 Line of Credit. Annual debt service payments are being paid for via a transfer from the funds listed below.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Transfer from Community Redevelopment Fund	\$ -	\$ -	\$ -	472,816
Transfer from Local Option Gas Tax Fund	-	-	-	41,544
Transfer from Local Option Sales Tax Fund	-	-	-	477,868
Transfer from Solid Waste Fund	-	-	-	166,215
Fund Balance Carryover	-	-	-	-
TOTAL SOURCES	\$ -	\$ -	\$ -	1,158,443
Debt Service - Due 10/1	\$ -	\$ -	\$ -	1,158,443
Debt Service - Current	-	-	-	-
Restricted Reserves	-	-	-	-
TOTAL USES	\$ -	\$ -	\$ -	1,158,443

FUND SUMMARY

LIABILITY/WORKERS COMPENSATION SELF INSURANCE FUND

This fund was established to account for all insurance costs of the City. The City maintains the balance considered necessary and funds certain safety program expenditures in addition to insurance premiums and claims. This fund also pays the General Fund for personnel costs allocated to this activity.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Cost Allocations:				
General Fund	\$ 2,063,307	\$ 2,104,969	\$ 2,104,969	\$ 2,100,142
Central Services	171,378	174,287	174,200	187,615
Airport	31,211	32,799	32,700	29,154
Stormwater Utility	194,307	190,499	190,400	195,004
Solid Waste	170,088	171,937	171,900	175,592
Local Option Gas Tax	41,712	44,001	44,000	44,285
Building	40,656	44,969	44,900	49,069
Community Development				
Block Grant	1,262	1,444	1,444	1,573
Other Funds	8,428	8,034	8,034	8,291
Interest Earnings	15,734	20,000	10,000	20,000
Recoveries	208,919	200,000	425,000	200,000
Miscellaneous Revenue		86,846	-	-
Fund Balance Carryover	<u>2,488,496</u>	<u>2,170,425</u>	<u>2,907,524</u>	<u>2,542,136</u>
TOTAL SOURCES	\$ <u>5,435,498</u>	\$ <u>5,250,210</u>	\$ <u>6,115,071</u>	\$ <u>5,552,861</u>
Charges by Other				
Funds	\$ 209,213	\$ 216,186	\$ 216,186	\$ 226,995
Operating Cost	176,948	334,636	232,243	256,490
Capital Outlay				
Workers Comp Premium	14,330	25,000	13,294	20,000
Workers Comp Claims	569,975	750,000	725,000	750,000
General & Auto Premium	1,349,941	1,636,212	1,636,212	1,678,993
Liability Claims	207,567	750,000	750,000	800,000
Unrestricted Reserves	<u>2,907,524</u>	<u>1,538,176</u>	<u>2,542,136</u>	<u>1,820,383</u>
TOTAL USES	\$ <u>5,435,498</u>	\$ <u>5,250,210</u>	\$ <u>6,115,071</u>	\$ <u>5,552,861</u>

FUND SUMMARY

HEALTH SELF INSURANCE FUND

This fund was established to account for all health insurance costs of the City. The City maintains the balance considered necessary and funds the administrative expenditures associated with the program as well as the claims.

<u>ACCOUNT</u>	<u>ACTUAL FY 2021</u>	<u>ADJUSTED BUDGET FY 2022</u>	<u>ESTIMATE FY 2022</u>	<u>BUDGET FY 2023</u>
Cost Allocations:				
General Fund	\$ 6,775,090	\$ 7,256,823	\$ 7,282,291	\$ 7,662,135
Central Services	534,416	572,333	586,238	568,448
Airport	103,684	111,823	136,200	147,883
Stormwater Utility	468,007	479,741	479,741	489,851
Sanitation	377,790	397,118	397,118	401,819
Local Option Gas Tax	180,093	179,466	179,466	197,465
Building	279,651	286,737	300,767	320,253
Community Development				
Block Grant	25,222	41,864	41,864	33,875
Other Funds	59,167	56,617	67,418	19,385
Dependent Coverage	919,292	960,000	960,000	960,000
Interest Earnings				
Retiree/COBRA	258,199	250,000	250,000	260,000
Contributions				
Miscellaneous Revenue	-	79,470	79,470	-
Transfer from General Fund	-	-	-	-
Fund Balance Carryover	20,469	921,987	12,461	4,011
TOTAL SOURCES	\$ 10,001,080	\$ 11,593,979	\$ 10,773,034	\$ 11,065,125
Professional Services	\$ 1,576,152	\$ 2,222,526	\$ 2,222,500	\$ 2,172,600
Other Operating Costs	214,321	278,107	259,853	281,025
Health Claims	8,195,878	8,200,000	8,200,000	8,600,000
Capital Outlay	2,268.00	7,200	7,200	11,500
Unrestricted Reserves	12,461	886,146	83,481	-
TOTAL USES	\$ 10,001,080	\$ 11,593,979	\$ 10,773,034	\$ 11,065,125



FIVE YEAR PERSONNEL RECAP

DEPARTMENT	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>	<u>CHANGE</u>
Full-Time Positions:						
City Commission	5	5	5	5	5	-
City Attorney	5	5	5	5	5	-
City Manager	13	14	14	16	17	1
Finance	13	14	14	14	14	-
Development Services	20	17	17	17	16	(1)
Police	227	230	233	236	239	3
Fire	110	112	112	113	114	1
Public Works	41	38	43	36	42	6
Parks & Recreation	67	68	70	70	73	3
Personnel	10	10	10	10	10	-
TOTAL GENERAL FUND	511	513	523	522	535	13
Stormwater Utility	37	37	35	35	36	1
Solid Waste	27	28	29	29	29	-
Airport	8	8	8	8	9	1
Central Services	41	43	41	41	42	1
Local Option Gas Tax	12	12	13	12	14	2
Building	19	19	20	21	22	1
Community Dev Block Grant	2	2	3	4	5	1
Justice Assistance Grant	3	3	3	3	2	(1)
TOTAL FULL-TIME	660	665	675	675	694	19
All Other Positions:						
Police :						
Auxiliary Officer	5	5	5	5	5	-
School Crossing Guard	-	-	-	-	-	-
Other	7	7	7	7	8	1
Fire	1	2	2	2	2	-
Public Works	2	2	2	2	1	(1)
Parks & Recreation	91	91	93	96	91	(5)
Human Resources	2	2	2	2	3	1
TOTAL GENERAL FUND	108	109	111	114	110	(4)
HOME/SHIP	1	-	-	-	-	-
Community Dev Block Grant	-	1	0	0	0	-
TOTAL ALL OTHER	109	110	111	114	110	(4)
TOTAL POSITIONS	769	775	786	789	804	15

ITEM 7.A

Economic Development QTI Project: Eden Cosmetic & Wellness, LLC Incentive Agreement

Request

City Commission approval of the Economic Development Incentive Agreement with Eden Cosmetic & Wellness, LLC.

Explanation

In 2018, the City of Kissimmee launched its Kissimmee Medical Arts District, and included tailored incentives to attract new medical companies to the city. Eden Cosmetic and Wellness, LLC, is an eligible QTI medical company, purchasing and building out 316 W. Bass Street, Unit #203, located in the Medical Arts District. This medical investment will amount to over \$750,000 (this does not include any employee training or salaries). Eden Cosmetic will offer the highest grade of non-surgical medical cosmetic procedures, as well as post-surgical therapeutic recovery services to patients. The company commits to creating 7 technical medical jobs, with a company average wage of \$65,000 (155% of the 2022 Osceola County Average Wage). The total incentives package value is over \$92,136.

The agreement includes the following incentives:

- 5 Day Building Fast Track Process (in-kind value)
- Brownfield Building Permit Fee Waiver (\$2,243.64 cash value)
- Building Life Safety or ADA Retrofit Rebate (\$25,000 max cash value)
- Local Hire Grant (\$25,000 max cash value)
- Kissimmee Mobility Fee Waiver (\$13,392.53 cash value)
- Medical Equipment Grant (\$15,000 max cash value)
- TV Commercial Creation (in-kind value)
- KUA Commercial Line Extension Fee Waiver (over \$10,000 value provided by KUA)

The above incentives are payable upon successful demonstration that the applicable terms in the incentive agreement have been met.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110603-503434		Decrease		\$80,636.17

Financial Summary:

The maximum cash impact to the City for this economic development agreement is \$80,636.17 with funds available in the Economic Development Division's budget under Other Contracted Services.

Recommendation

City of Kissimmee

Staff recommends approval of the agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. ED Incentives Agrmt Eden Cosmetic 8-2022

CITY OF KISSIMMEE

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter referred to as the “**CITY**” and **EDEN COSMETIC AND WELLNESS LLC**, hereinafter referred to as “**COMPANY**”

WHEREAS, Company currently operates a medical business and is committed to establishing their business in the City of Kissimmee, and is the type of medical business City desires to increase employment opportunity for the citizens of the City; and

WHEREAS, City designated an economic development incentive program to accomplish its goals to increase employment opportunities and increase wages and salaries; and

WHEREAS, Company completed the Kissimmee Economic Development Application; and

WHEREAS, City reviewed the application and determined Company is eligible for certain City economic development incentives pursuant to City Policy 601; and

WHEREAS, City notified Company of available economic incentives, and Company returned the Eligible Incentives document, attached hereto as Exhibit A and made a binding part hereof, indicating the incentives Company would like to receive; and

WHEREAS, Company is expanding into a Kissimmee designated Brownfield Area, as reflected in City Resolution 42-2011 Establishing Local Brownfield Area - thus eligible for those incentives (Waiving Building Review and Permit Fees); and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which Company shall receive Economic Development Incentives funding from City.

NOW THEREFORE, in consideration of mutual covenants, conditions, and promises contained herein, the Parties agree as follows:

1. **Recitals Incorporated.** The above-listed recitals are true and correct and hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence on the above stated effective date and shall continue until Company fulfills grant obligations, not to exceed three (3) calendar years from the date of execution, unless earlier terminated as provided in this Agreement.
3. **Eligible Incentives.** Company agrees to follow the procedures outlined in the City's Economic Development Incentives Policy 601, and applicable Annexes and Resolutions. Company acknowledges receipt of the policy and applicable annexes.
4. **Grant Conditions and Company Obligations.** Failure of Company to meet the following conditions to the satisfaction of City shall be considered a default of this Agreement, and Company may be required to reimburse City for any and all funds dispersed and/or fees waived.

Company shall:

- a. Create within the next 3 years, the specified seven (7) jobs as part of the Company's establishment and meet or exceed the City's jobs and wages sliding scale for those 7 jobs, at a Company average wage of \$65,000, which is 155% of the 2022 Osceola County average wage.
 - b. Provide certified payroll spreadsheets annually evidencing the number of employees working for company and their respective salaries, so City may calculate and confirm Company's average wage meet the required threshold to maintain its QTI designation and associated incentives.
 - c. Meet and perform obligations outlined in the economic incentive program, City Policy 601 and applicable Annexes.
5. **Notice.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CITY: City of Kissimmee, City Manager's Office
Attn: Economic Development Director
101 Church Street
Kissimmee, Florida 34741

and

Office of the City Attorney
Attn: Olga Sanchez de Fuentes
101 Church Street
Kissimmee, Florida 34741

COMPANY: Eden Cosmetic and Wellness LLC
Attn: Annalay Perez
316 W Bass Street Unit #203
Kissimmee, Florida 34741

6. **Termination.** Either Party may terminate the Agreement for convenience by giving the other Party written notice at least thirty (30) days prior to effective date of termination. City may terminate this Agreement immediately with Notice to Company in the event of any breach of the conditions of the Agreement by Company, including non-performance of duties. In the event of Termination, Company shall be required to reimburse the City for any grant funding received, if performance measures were not achieved.
7. **Severability.** All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.
8. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
9. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.
10. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.
11. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.
12. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.
13. **Entire Agreement.** This Agreement, any Exhibits hereto, City Policy 601, and the applicable Annexes, as well as Kissimmee Resolution 42-2011 Establishing Local Brownfield Area constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of

their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. In the event of a conflict between the terms of this Agreement and the terms contained in an Appendix, Exhibit, or other attachment, the terms of this Agreement will control.

14. **Signature Authority.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a party hereto.

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

CITY OF KISSIMMEE

Olga Gonzalez, Mayor - Commissioner

ATTEST:

Linda Hansell, City Clerk

Signature 
Printed Name: Annalay Perez
Title: Owner

APPROVED AS TO FORM:

City Attorney

EXHIBIT A - ELIGIBLE INCENTIVES
PROJECT: EDEN COSMETIC AND WELLNESS



5 DAY BUILDING PERMIT FAST TRACK PROCESS

INITIAL HERE FOR ACCEPTANCE: AYP

- Company will work respective City departments to facilitate this expedited permit process.

BROWNFIELDS BUILDING PERMIT FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: AYP

- Estimated fee to be waived is \$2,243.64

BUILDING LIFE SAFETY OR ADA RETROFIT REBATE

INITIAL HERE FOR ACCEPTANCE: AYP

- Reimbursement of costs towards the retrofitting/upgrading of a facility to meet current building codes for ADA or Life Safety standards - up to \$25,000.

HIRE LOCAL GRANT

INITIAL HERE FOR ACCEPTANCE: AYP

- This incentive is based on the number of eligible people hired with a value up to \$25,000

KISSIMMEE MOBILITY FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: AYP

- Estimated fee to be waived for the proposed new building is approximately \$13,392.53

KUA COMMERCIAL LINE EXTENSION FEE WAIVER

INITIAL HERE FOR ACCEPTANCE: AYP

- Applicant's fees will be waived for the respective parcel being developed.
Value estimated to begin at \$10,000.

MEDICAL EQUIPMENT GRANT

INITIAL HERE FOR ACCEPTANCE: AYP

- This incentive is based on the listed costs within the application and has a value of \$15,000.
(25% of \$60,000 application listed cost of new equipment)

TV COMMERCIAL CREATION

INITIAL HERE FOR ACCEPTANCE: AYP

- Access Osceola will provide up to 30 hours of pre-and post-production work for the creation of a commercial. Estimated value \$1,500

ITEM 7.B**Clyde Avenue Replat - Final Plat (DRC#21-00042)****Request**

City Commission approval of the final plat known as Clyde Avenue Replat.

Explanation

The owner of the property, Ana L. Disla, is requesting final plat approval without a guarantee since no public improvements are required. This property is located north of Patrick Street and west of South Clyde Avenue and is being platted into two lots/tracts for development purposes.

Recommendation

Staff recommends approval of the final plat for the Clyde Avenue Replat.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Clyde Avenue Replat - Final Plat
2. Clyde Avenue Replat - Vicinity Map

DEC-21-042

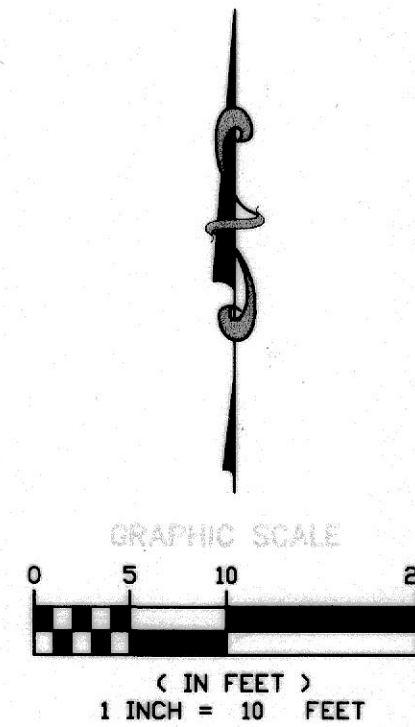
CLYDE AVENUE REPLAT

SHEET 1 OF 1

PLAT
BOOK

PAGE

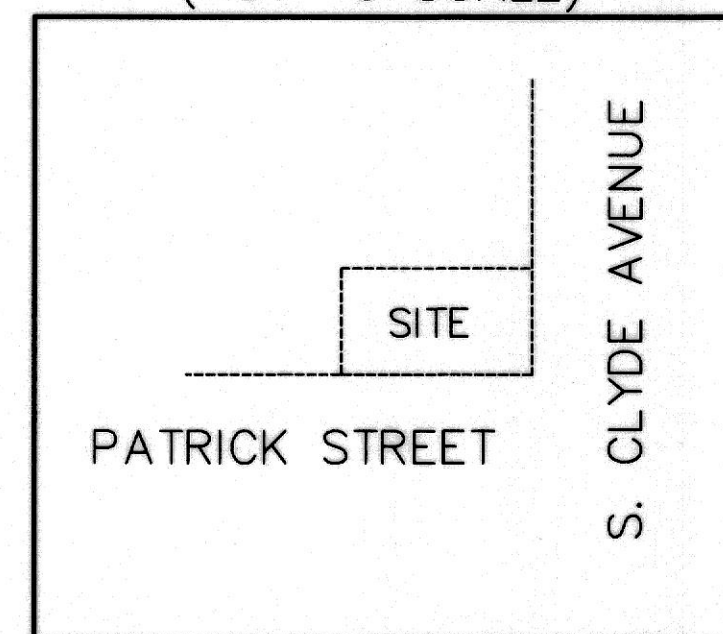
A REPLAT OF THE SOUTH 100 FEET OF LOT 4,
BLOCK 'EE', W.A. PATRICK & CO. AND U.P.
HUGHEY'S ADDITION TO THE TOWN OF KISSIMMEE,
ACCORDING TO THE PLAT THEREOF, AS
RECORDED IN PLAT BOOK 'A', PAGE 1, PUBLIC
RECORDS OF OSCEOLA COUNTY, FLORIDA;
CITY OF KISSIMMEE
OSCEOLA COUNTY, FLORIDA
SECTION 21-TOWNSHIP 25 SOUTH-RANGE 29 EAST



LEGEND
■ = SET 4"x4" PERMANENT REFERENCE
MONUMENT "LB4189" UNLESS NOTED
OTHERWISE

NOTE:
UPON COMPLETION OF THE REVISIONS
THE PROPOSED PLAT WILL BE IN
COMPLIANCE WITH THE REQUIREMENTS
OF CHAPTER 177 FS. (PLATTING)

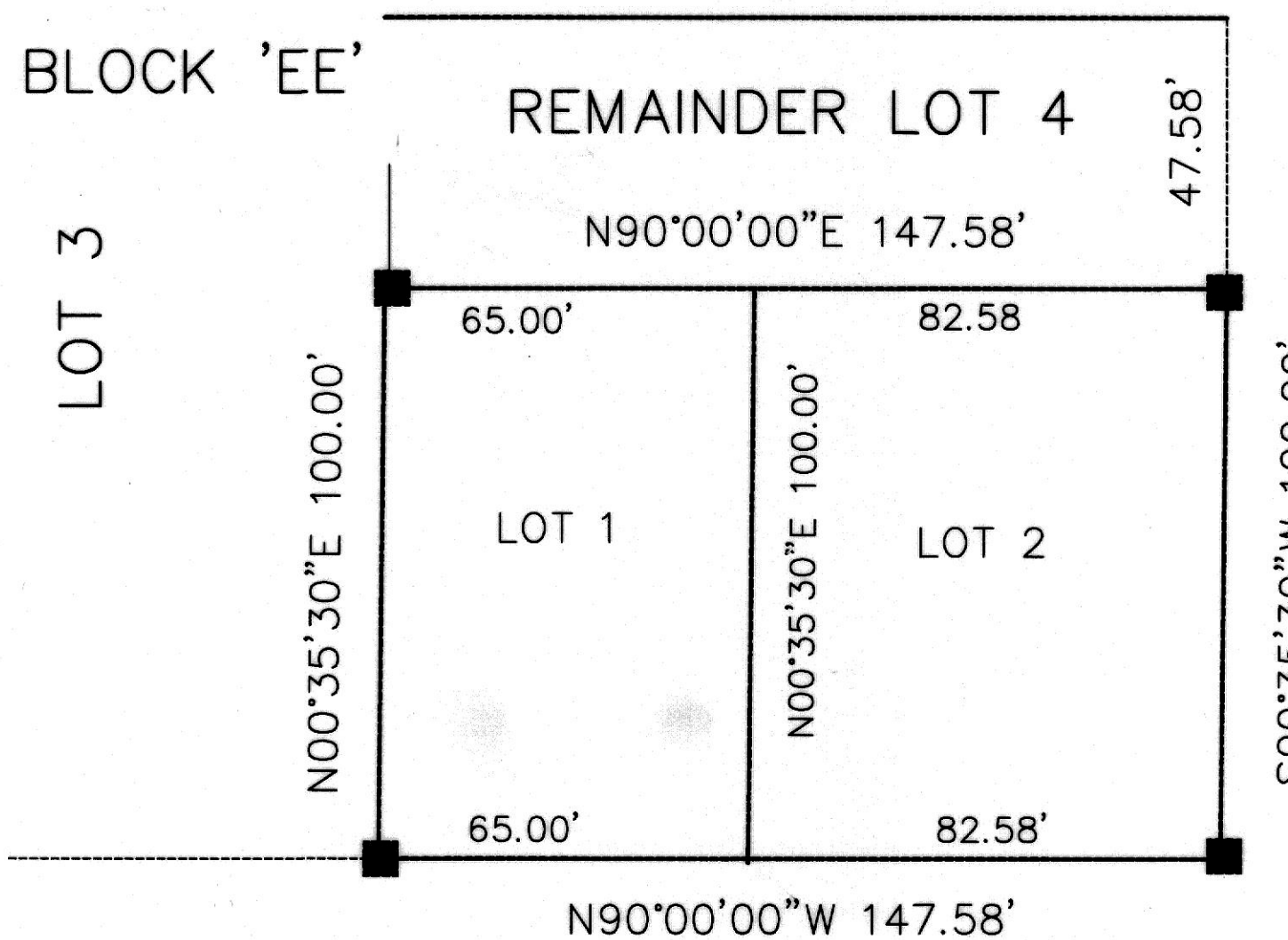
VICINITY MAP
(NOT TO SCALE)



LEGAL DESCRIPTION:

THE SOUTH 100 FEET OF LOT 4, BLOCK 'EE', W. A. PATRICK & CO, AND U.P. HUGHEY'S
ADDITION TO THE TOWN OF KISSIMMEE, ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 'A', PAGE 1, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

BLOCK 'EE'



PATRICK STREET (50.6' R/W)

S. CLYDE AVENUE
(50.6' R/W)

NOTE: ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT
SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CON-
STRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF
CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH
CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF
CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE
FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR
OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION
COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT
SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION
SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED
TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS,
OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION,
MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL
ELECTRIC SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC
SERVICE COMMISSION.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM IS
THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED
HEREON AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN
AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE
PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT
RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC
RECORDS OF THIS COUNTY.

CHARLES ROB DEFOOR
PROFESSIONAL LAND SURVEYOR
P.L.S. 4189
P.O. BOX 1472
GENEVA, FLA., 32732

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, THAT I HAVE EXAMINED THE
FOREGOING PLAT AND FIND THAT IT COMPLIES
IN FORM WITH ALL THE REQUIREMENTS OF
CHAPTER 177 OF THE FLORIDA STATUTES
AND WAS FILED FOR RECORD ON _____ AT _____

FILE NO. _____

CLERK OF THE CIRCUIT COURT IN AND FOR
OSCEOLA COUNTY, FLORIDA

BY _____ DEPUTY CLERK

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, THAT ON 9-8-2022
THE FLORIDA PROFESSIONAL SURVEYOR AND
MAPPER REPRESENTING THE CITY OF KISSIMMEE,
REVIEWED THIS PLAT. THIS PLAT CONFORMS TO
FLORIDA STATUTES, CHAPTER 177.

Robert Bertrand PLS# 4087

CLYDE AVENUE REPLAT DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE CORP-
ORATION NAMED BELOW, BEING THE OWNER IN FEE
SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING
CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS
AND PLAT FOR FOR THE USES AND PURPOSES THEREIN
ESPRESSED AND DEDICATES EASEMENTS SHOWN TO THE
PERPETUAL USE OF THE PUBLIC AND THE CITY OF
KISSIMMEE.

IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS
TO BE SIGNED AND SEALED BY THE PERSONS NAMED
BELOW ON 09/08/2022

Ana I. Disla Owner
BY: ANA I. DISLA TITLE

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Manuel Vasquez (NAME OF WITNESS)
Priscilla Alvarado (NAME OF WITNESS)

STATE OF FLORIDA, COUNTY OF Orange
THIS IS TO CERTIFY, THAT ON 09/08/2022 BEFORE
ME AN OFFICER DULY AUTHORIZED TO TAKE ACKNOW-
LEDGEMENTS IN THE STATE AND COUNTY AFORESAID,
PERSONALLY APPEARED, Ana I. Disla
TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN
AND WHO EXECUTED THE FOREGOING DEDICATION AND
ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR
THEIR FREE ACT AND DEED FOR THE PURPOSES
THEREIN EXPRESSED.

--- AFFANT IS PERSONALLY KNOWN TO ME.
✓ AFFANT PROVIDED THE FOLLOWING TYPE
OF IDENTIFICATION FL DL

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND
AND SEAL ON THE ABOVE DATE.

Emily Diefm
NOTARY PUBLIC
MY COMMISSION EXPIRES 04/12/2024

CERTIFICATE OF SURVEYOR

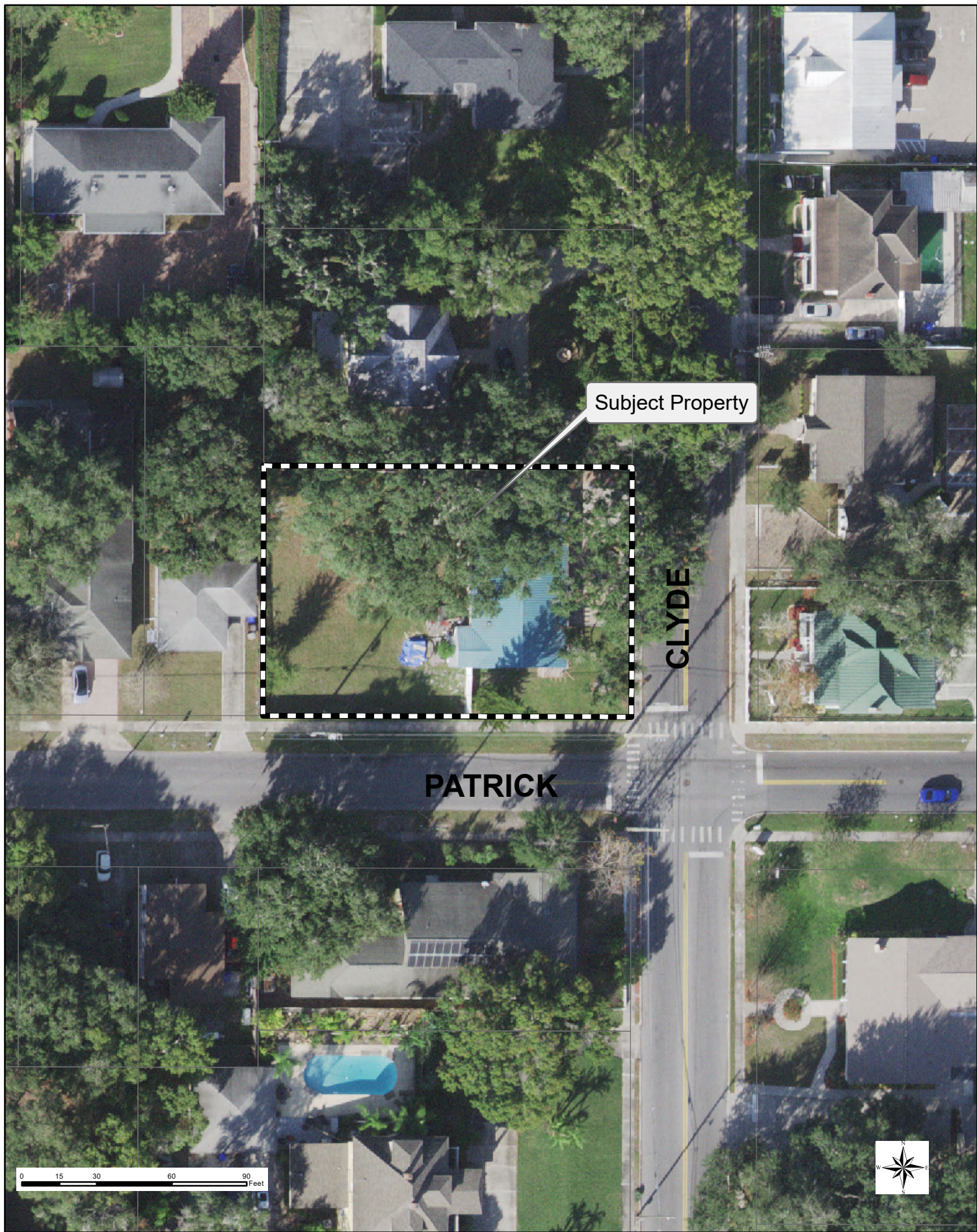
KNOW ALL MEN BY THESE PRESENTS, THE THE
UNDERSIGNED, BEING A LICENSED LAND SURVEYOR,
REGISTERED IN THE STATE OF FLORIDA, DOES HEREBY
CERTIFY THAT ON NOVEMBER 24, 2018, HE COMPLETED
THE SURVEY OF THE LANDS AS SHOWN IN THE FORE-
GOING PLAT; THAT SAID PLAT IS A CORRECT REPRESENTATION
OF THE LANDS THEREIN DESCRIBED AND
PLATTED OR SUBDIVIDED; THAT PERMANENT REFERENCE
MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON;
THAT THE SURVEY WAS PREPARED UNDER THE RESPON-
SIBLE DIRECTION AND SUPERVISION OF THE UNDERSIGNED
PROFESSIONAL SURVEYOR AND THAT THE SURVEY
COMPLIES WITH ALL REQUIREMENTS OF CHAPTER 177,
FLORIDA STATUTES; AND THAT SAID LANDS ARE LOCATED
IN SECTION 28, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA.

Charles R. Defoor
P.O. BOX 1472, GENEVA, FLORIDA 32732

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, THAT ON _____
THE CITY COMMISSION OF THE CITY OF KISSIMMEE
APPROVED THE FOREGOING PLAT.

ATTEST: _____
MAYOR CITY CLERK



ITEM 7.C

Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program

Request

Enter into an Intergovernmental Transfer (IGT) agreement with the Agency for Health Care Administration (AHCA) in order to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.

Explanation

Since 2016, a program has been in place for public Emergency Medical Service providers in the state of Florida to receive Public Emergency Medical Transportation (PEMT) Medicaid Fees for Service (FFS) Supplemental Payment reimbursements. To date, the City has received \$1,160,131 through the PEMT FFS program. In June of 2020, the Commission approved the City to enter into agreements with the seven Medicaid Managed Care Organizations (MCOs) in our region in order to receive additional supplemental payments for Medicaid patients transported by the Fire Department. The PEMT program provides supplemental payments to eligible public entities that meet specific requirements and provide emergency medical transportation to Medicaid recipients.

In order to continue to receive these funds, the City needs to execute a Letter of Agreement (LOA) with AHCA for IGTs not to exceed \$411,879.53 for FY22-23. These funds are included in the City's FY22-23 Budget. Once executed, the City can expect to receive an estimated net total of approximately \$619,108 in reimbursements from the MCOs.

Recommendation

Staff recommends approval of the IGT agreement with AHCA.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Kissimmee_PEMT_SFY_22-23_LOA

Public Emergency Medical Transportation Letter of Agreement

THIS LETTER OF AGREEMENT (LOA) is made and entered into in duplicate on the _____ day of _____ 2022, by and between **City of Kissimmee** (the “IGT Provider”) on behalf of **Kissimmee Fire Department**, and the State of Florida, **Agency for Health Care Administration** (the “Agency”), for good and valuable consideration, the receipt and sufficiency of which is acknowledged.

DEFINITIONS

“Intergovernmental Transfers (IGTs)” means transfers of funds from a non-Medicaid governmental entity (e.g., counties, hospital taxing districts, providers operated by state or local government) to the Medicaid agency. IGTs must be compliant with 42 CFR Part 433 Subpart B.

“Medicaid” means the medical assistance program authorized by Title XIX of the Social Security Act, 42 U.S.C. §§ 1396 et seq., and regulations thereunder, as administered in Florida by the Agency.

“Public Emergency Medical Transportation (PEMT),” pursuant to the General Appropriation Act, Laws of Florida 2022-156 is the program that provides supplemental payments for eligible Public Emergency Medical Transportation (PEMT) entities that meet specified requirements and provide emergency medical transportation services to Medicaid beneficiaries.

A. GENERAL PROVISIONS

1. Per House Bill 5001, the General Appropriations Act of State Fiscal Year 2022-2023, passed by the 2022 Florida Legislature, the IGT Provider and the Agency agree that the IGT Provider will remit IGT funds to the Agency in an amount not to exceed the total of **\$411,879.53**. The IGT Provider and the Agency have agreed that these IGT funds will only be used for the PEMT program.
2. The IGT Provider will return the signed LOA to the Agency.
3. The IGT Provider will pay IGT funds to the Agency in an amount not to exceed the total of **\$411,879.53**. The IGT Provider will transfer payments to the Agency in the following manner:
 - a. Per Florida Statute 409.908, annual payments for the months of July 2022 through June 2023 are due to the Agency no later than October 31, 2022, unless an alternative plan is specifically approved by the agency.
 - b. The Agency will bill the IGT Provider when payment is due.
4. The IGT Provider and the Agency agree that the Agency will maintain necessary records and supporting documentation applicable to health services covered by this LOA in accordance with public records laws and established retention schedules.

a. AUDITS AND RECORDS

City of Kissimmee

_PEMT LOA_SFY 2022-23

Kissimmee Fire Department

- i. IGT Provider agrees to maintain books, records, and documents (including electronic storage media) pertinent to performance under this LOA in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided.
- ii. IGT Provider agrees to assure that these records shall be subject at all reasonable times to inspection, review, or audit by state personnel and other personnel duly authorized by the Agency, as well as by federal personnel.
- iii. IGT Provider agrees to comply with public record laws as outlined in section 119.0701, Florida Statutes.

b. RETENTION OF RECORDS

- i. The IGT Provider agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to performance under this LOA for a period of six (6) years after termination of this LOA, or if an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings.
- ii. Persons duly authorized by the Agency and federal auditors shall have full access to and the right to examine any of said records and documents.
- iii. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

c. MONITORING

- i. IGT Provider agrees to permit persons duly authorized by the Agency to inspect any records, papers, and documents of the IGT Provider which are relevant to this LOA.

d. ASSIGNMENT AND SUBCONTRACTS

- i. The IGT Provider agrees to neither assign the responsibility of this LOA to another party nor subcontract for any of the work contemplated under this LOA without prior written approval of the Agency. No such approval by the Agency of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the Agency in addition to the total dollar amount agreed upon in this LOA. All such assignments or subcontracts shall be subject to the conditions of this LOA and to any conditions of approval that the Agency shall deem necessary.

- 5. This LOA may only be amended upon written agreement signed by both parties.
The IGT Provider and the Agency agree that any modifications to this LOA shall be in the same form, namely the exchange of signed copies of a revised LOA.
- 6. IGT Provider confirms that there are no pre-arranged agreements (contractual or otherwise) between the respective counties, taxing districts, and/or the providers to re-direct any portion

of these aforementioned supplemental payments in order to satisfy non-Medicaid, non-uninsured, and non-underinsured activities.

7. IGT Provider agrees the following provision shall be included in any agreements between IGT Provider and local providers where IGT funding is provided pursuant to this LOA. Funding provided in this agreement shall be prioritized so that designated IGT funding shall first be used to fund the Medicaid program and used secondarily for other purposes.
8. This LOA covers the period of July 1, 2022, through June 30, 2023, and shall be terminated September 30, 2023, which includes the states certified forward period.
9. This LOA may be executed in multiple counterparts, each of which shall constitute an original, and each of which shall be fully binding on any party signing at least one counterpart.

PEMT Local Intergovernmental Transfers	
Program / Amount	State Fiscal Year 2022-2023
Estimated IGTs	\$411,879.53
Total Funding Not to Exceed	\$411,879.53

IN WITNESS WHEREOF, the parties have caused this page Letter of Agreement to be executed by their undersigned officials as duly authorized.

IGT Provider

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION**

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

ITEM 7.D

Commission Ratification of Contract Reopeners with the Florida State Lodge Fraternal Order of Police (FOP) Representing the Police Officers, Corporals and Detectives Unit and the Contract for Sergeants Unit

Request

This is a request for Commission Ratification of Contract Reopeners with the Florida State Lodge Fraternal Order of Police (FOP) Representing the Police Officers, Corporals and Detectives Unit and the Contract for Sergeants Unit.

Explanation

The current Collective Bargaining Agreements (CBA) with the City and FOP continue in effect until September 24, 2024. However, pursuant to Article 37 of the (CBA) in the second and third years of the term of the CBA parties may reopen Article 28, "Wages" and up to two additional articles per side. The City and FOP have reached agreement on reopener negotiations for both bargaining units.

The substantive changes to the Police Officers, Corporals and Detectives Unit agreement are as follows:

Article 14: Off-Duty Police Details - Language was added to specify what was considered City Permitted Details and City-Sponsored Event Details and to specify who could fill the supervisor positions for City Permitted and City overtime details. There is also an increase in the hourly rate for these event details.

Article 19: Holidays - Juneteenth was added as a recognized holiday. Language was also added to include any additional holidays approved by the City Commission to be automatically applied to union members as well.

Article 22: Reimbursements - The CID and OCIB language was changed to state, the Major Crimes or Property Crimes Units and a federal, state or local task force full-time, regardless of which Division they are assigned to. Language was also added to clarify that part-time employees would not be entitled to a clothing allowance. The allowance was also increased from \$300 to \$625 per fiscal year.

Article 28: Pay Plan - The new language reflects the 5% pay increase and the one-time bonus of \$2,500. It also specifies the pay for an officer promoted to corporal.

The substantive changes to the Sergeants agreement are as follows:

Article 14: Off-Duty Police Details - Language was added to specify what was considered City Permitted Details and City-Sponsored Event Details and to specify who could fill the supervisor positions for City Permitted and City overtime details. There is also an increase in the hourly rate for these event details.

Article 19: Holidays - Juneteenth was added as a recognized holiday. Language was also added to include any additional holidays approved by the City Commission to be automatically applied to union members as well.

Article 22: Reimbursements - The CID and OCIB language was changed to state, the Major Crimes or Property Crimes Units and a federal, state or local task force full-time, regardless of which Division they are assigned to. Language was also added to clarify that part-time employees would not be entitled to a clothing allowance. The allowance was also increased from \$300 to \$625 per fiscal year.

Article 28: Pay Plan - The new language reflects the 5% pay increase and the one-time bonus of \$2,500. It also specifies the pay for a corporal promoted to sergeant.

Recommendation

City of Kissimmee

Staff recommends approval of the Contract Reopeners with the Florida State Lodge Fraternal Order of Police (FOP) Representing the Police Officers, Corporals and Detectives Unit and the Contract for Sergeants Unit.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter:

Attachment(s):

1. Kissimmee Sgts. CBA 2022. Re-openers Redline (002)
2. Kissimmee Officers Corporals Detectives. CBA 2022. Re-openers Redline For Ratification
3. Kissimmee Sgts. CBA 2022. CLEAN COPY
4. Kissimmee Officers Corporals Detectives. CBA 2022. CLEAN COPY

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KISSIMMEE, FLORIDA

And

**~~THE FLORIDA POLICE BENEVOLENT ASSOCIATION~~
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.**

Sergeants (Cert #1356)

October 1, 2021 to September 30, 2024 *

TABLE OF CONTENTS

	Preamble	4
1	Recognition	5
2	Fair Practices	6
3	Dues Deductions	7
4	Management Rights	8
5	Association Representatives	10
6	Services to the Association	12
7	Labor Management Committee	13
8	No Strike	14
9	Employee Rights in Internal Investigations and Other Interviews and Inquiries	15
10	Hours of Work and Overtime	16
11	FTO Training Squad	19
12	Grievance and Arbitration Procedure	20
13	Seniority and Layoff	23
14	Off Duty Police Details	25
15	Awards	27
16	Personnel Records	28
17	Statements Following Use of Deadly Force Incidents	29
18	Physical Fitness Program	30
19	Holidays	31
20	Sick Leave	33
21	Employee Rights and Obligations in Legal Actions	35
22	Reimbursements	36
23	Vacation Leave	37
24	Insurance	39
25	Pay for Working Higher Position	40
26	Courtesy Officer	41
27	Use of Department Vehicles.	42

28	Pay Plan	43
29	Reimbursement for Education.	45
30	Workers Compensation	46
31	Pension Plan	48
32	Alcohol and Substance Abuse Test	49
33	Leave of Absence	52
34	Funeral Leave.	53
35	Good Standing	54
36	Severability	55
37	Term of Agreement.	56
	Signature Page	57
	Appendix A Grievance Form Sergeants.	58
	Appendix B Physical Fitness Program Physical Abilities Test	61

PREAMBLE

This Agreement is entered into by and between the City of Kissimmee, Florida (the Employer), and ~~the Florida Police Benevolent Association, Inc. (the Association or PBA),~~ Florida State Lodge Fraternal Order of Police, Inc. (FOP) for the purpose of promoting harmonious relations between the Employer and its employees, to establish an orderly and prompt procedure for the resolution of grievances, and to set forth the full agreement between the parties concerning wages, hours of work, and other terms and conditions of employment.

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 1 RECOGNITION

The Employer recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the following bargaining units:

Supervisory unit described in PERC certification No. 1356 ~~2011(April 5, 2002)~~August 19, 2021):

Included: All fulltime Police Sergeants, except the Professional Standards (Internal Affairs) Sergeant, employed by the City of Kissimmee.

Excluded: the Police Chief, Deputy Chiefs, Police Captains, Police Lieutenants, Internal Affairs Sergeant, Police Officers, Detectives, Corporals, Telecommunicators, and all other employees of the City of Kissimmee.

ARTICLE 2
FAIR PRACTICES

2.1 The Employer and the Association agree not to interfere with the rights of employees to become members or to refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Association against any employee because of Association membership or non-membership.

2.2 The Employer and the Association agree not to discriminate against or harass any employee because of age, race, creed, sex, marital status, national origin, disability, or any other status or criteria protected by Federal or State anti-discrimination laws. Provided that grievances brought under this subsection may be pursued up to step 4 (City Manager decision level). Any claim of unlawful discrimination or harassment that is not resolved by the City Manager or designee at Step 4 of the grievance procedure may be filed with an appropriate court or administrative agency having jurisdiction to resolve the complaint, but shall not be subject to the arbitration procedure set forth in this agreement.

ARTICLE 3

DUES DEDUCTIONS

3.1 Any member of the Association who has submitted a properly executed written dues deduction authorization to the City Manager or his designee, may have his membership dues in the Association deducted from his pay. Dues so deducted shall be transmitted to the Association monthly, accompanied by a list of those employees' names whose dues are included. It shall be the responsibility of the Association to notify the City Manager, or his designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Employer be required to deduct Association fines, penalties, or special assessments from the pay of any member. An employee may revoke his authorization for dues deduction upon thirty (30) days written notice to the Employer and the Association.

3.2 In the event that an employee has not earned enough money in a given pay period to allow the Employer to make all deductions authorized by the employee, the Employer will make deductions in the following order:

First, required tax and social security and medicare deductions;

Second, legally required child support payments;

Third, deductions for medical coverage, pension benefits, and other employee benefit programs,

Fourth, Association dues.

In the event that an employee's authorized dues are not deducted because of a shortage in the amount of the employee's pay, the Employer will notify the Association, and the Association will be responsible for collecting the dues that were not deducted.

3.3 The Association agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages, or causes of action of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Association dues. The term officials as used herein includes elected and appointed officials.

3.4 For purposes of this Article, the parties recognize that workers compensation payments are not paid through the City, and the City will not be responsible for deducting or collecting association dues from workers compensation payments paid to Association members.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Association recognizes that, except to the extent that the Employer has agreed otherwise by the express terms of this Agreement, the Employer retains all the rights and the authority it has previously exercised in the delivery of law enforcement services to the citizens of the City of Kissimmee and in the organization and direction of the public employees who provide such services. Nothing in this Agreement shall be deemed to constitute an undertaking by the Employer to guarantee the continuation of any job, operation, or portion thereof, currently performed by unit employees. Nothing in this Agreement shall be deemed a guarantee of employment to any unit employee.

4.2 Subject to the express terms of this Agreement and in accordance with Section 447.209, Florida Statutes, the Employer retains the exclusive right and authority to:

- (a) Make and change reasonable rules and regulations;
- (b) Determine the basis for selection, retention, and promotion of employees to or for positions outside the bargaining unit;
- (c) Determine the basis for selection of employees to or for positions within the bargaining unit;
- (d) Determine the qualifications for employees and the contents of job classifications;
- (e) Determine the work assignments of employees;
- (f) Change or eliminate existing work procedures and equipment utilization;
- (g) Transfer, subcontract, or eliminate work, including work performed by bargaining unit members;
- (h) Schedule and reschedule working hours, starting and quitting times for employees in the bargaining unit;
- (i) Establish and enforce quality and quantity standards and judgment of workmanship required;
- (j) Determine and control all use of equipment by employees for personal purposes;
- (k) Determine services to be rendered;
- (l) Determine the locations of business activities including the establishment of new ones and the relocation and/or closing of existing ones.

4.3 It is further agreed that the above detailed enumerations of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

4.4 The Association recognizes and agrees that the Employer retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights, provided that said management rights are not in conflict with the terms of this Agreement; and specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the City of Kissimmee or in any way abridging or reducing such authority.

4.5 The Association agrees, in recognition of management's rights, not to request the Employer to bargain with respect to the foregoing during the life of this Agreement. However, should decisions on the above matters have the practical consequence of violating the terms and conditions contained in this agreement, the exercise of such management rights shall not preclude employees or the Association from raising grievances. Furthermore, nothing in this article is intended to prevent the Association or Employer from raising issues during the term of this contract that were not previously considered by either party at the bargaining table.

4.6 The Employer recognizes that if decisions on the matters listed in section 4.2 have a direct and substantial impact on the wages, hours, or terms and conditions of employment of bargaining unit employees, the Association has the right as provided by law to bargain regarding the impact of such decisions prior to the implementation of such decisions.

ARTICLE 5
ASSOCIATION REPRESENTATIVES

5.1 Association Time Pool

- (a) Employees may donate accrued vacation and accrued compensatory time to an Association time pool. Employees wishing to donate time to the Association time pool will be required to complete and submit quarterly forms for that purpose, as furnished by the Employer.
- (b) Time donated to the Association time pool will be credited and charged on an hour for hour basis.
- (c) Members of the Association bargaining team, and other employees designated by the Kissimmee ~~PBA~~-FOP Representative, are authorized to use the time pool as provided herein. The Kissimmee ~~PBA~~-FOP Representative must authorize any use of the Association time pool.
- (d) Employees wishing to take time away from their scheduled work to use Association pool time shall request leave in advance, following the normal procedures for vacation leave requests.
- (e) Employees using Association pool time are responsible for accurately reporting pool time actually used.

5.2 The Employer agrees to recognize two (2) Association representatives, and Association Staff Representatives appointed by the Association, whose duties shall be to process grievances from members of the bargaining unit, and from time to time bring to the attention of the Chief conditions of mutual concern. The Association will notify the Employer, in writing, of the names of the designated representatives.

5.3 The Employer agrees to allow the Association representatives and staff representatives who are designated in paragraph 5.2 reasonable access, to the Police Department to attend grievance meetings and arbitration hearings, and to attend meetings at the request of management.

5.4 Time to Conduct Association Business

- (a) The Association agrees to conduct Association business outside of normal working hours to the maximum extent possible in order to minimize potential disruption of the work of unit employees.
- (b) The Association representatives referred to in paragraph 5.2 will be permitted to use a reasonable amount of official duty time, without loss of pay or benefits, for the following purposes:

1. To represent a bargaining unit employee or act as the Association representative during a grievance meeting with Employer representatives as provided for by the grievance procedure;
 2. To consult with management officials or attend meetings with management when requested to do so by management;
 3. To be present at any questioning of a bargaining unit employee by a representative of the Employer in connection with an investigation of the employee when the employee reasonably believes that the questioning may result in disciplinary action and the employee requests Association representation.
- (c) When it is necessary for an Association representative to meet with an employee or take time away from his duties as an employee of the City of Kissimmee for any other reason not provided for in subsection 5.4(b), the Association representative (and the employee, if another employee is involved) shall schedule time for such meetings or other tasks after work hours except in cases of emergencies that cannot be postponed. If the Association representative needs to take time during the regular work day to investigate a grievance, or to attend to other Association business, use of the time pool is authorized as provided in paragraph 5.2. The necessary time may also be taken as vacation leave or leave without pay, subject to the approval of the supervisor(s) of the employee and representative, which approval shall not be unreasonably withheld. The supervisor(s) are not required to approve the requested leave if either employee is needed on the job for work, which due to public safety or operational needs cannot be postponed.

5.5 If the Association is taking a grievance to arbitration without the attendance of legal counsel at the hearing, the Association may designate one Association representative to participate as a representative in the arbitration hearing, but not as a spectator. In the event that the hearing is held on a day when the designated Association representative is scheduled to work, he will be permitted to take time off without loss of pay to attend the hearing.

5.6 The Employer will permit designated representatives of the Association, whether state, regional, or local, to have reasonable access to the premises of the Employer to conduct Association business, with prior written approval of the Chief, or his designee, if such visits will not disrupt routine operations. Requests for access pursuant to this provision shall be made in writing to the Chief, and shall designate the general purpose of the proposed meeting or visit, the date, time, and nature of the access requested. For the purpose of this paragraph, Association business shall not include political activities.

5.7 One local representative of the Association may be permitted to take accrued vacation leave or compensatory time, or take time off without pay, to attend functions of the Association up to seven (7) days per year. Requests to take leave or time off under this provision shall be subject to the operational needs of the Department and must be approved in advance by the Chief of Police.

ARTICLE 6
SERVICES TO THE ASSOCIATION

6.1 The Employer agrees to furnish the Association, copies of all City and police department rules and regulations. The Employer shall provide the Association with copies of all proposed revisions to City and Police Department Policies affecting wages, hours, or other terms and conditions of employment of bargaining unit employees in advance of the time that such revisions are implemented.

6.2 The Employer agrees to furnish the Association copies of public documents lawfully requested by the Association at a cost in accordance with Section 119.07, Florida Statutes.

6.3 The Employer agrees to furnish wall space not to exceed 36" by 48" for an Association purchased glass enclosed bulletin board to be located in the off going room. The bulletin board will be consistent in style with the existing bulletin board that is in the off going room. The Association will notify the Employer of the name of the designated representative responsible for maintaining the bulletin board. The Association bulletin board shall be used only for the following notices:

- a. Recreational and social affairs of the Association
- b. Association meetings
- c. Association elections
- d. Reports of Association Committees
- e. Association benefit programs

Notices shall not contain any political advertisements, or anything reflecting adversely on the City, or any of its employees, and no material, notices, or announcements, which violate the provisions of this Article, shall be posted.

Notices shall be submitted to the Chief or his designee for approval before posting, and shall bear the signature of the Association President or his authorized representative and the Chief of Police or his designee before being posted. The Chief of Police shall not unreasonably withhold approval of the posting of such materials.

6.4 The Employer will provide the Association on an annual basis, a complete roster of the bargaining unit including name, rank, business e-mail address, business telephone number, present assignment, and base salary expressed as an hourly rate and annual rate, subject to rounding.

ARTICLE 7
LABOR MANAGEMENT COMMITTEE

7.1 Upon ratification of this agreement, a Labor Management Committee shall be formed. The purpose of this committee shall be to discuss problems and objectives of mutual concern including equipment and safety issues. The Labor Management Committee shall be advisory in nature, shall not be a substitute for collective bargaining and shall not address issues involving grievances.

7.2 The Committee shall be composed of not more than two (2) designated representatives of the Employer and not more than two (2) designated representatives of the Association.

7.3 Meetings shall be scheduled at the request of either party, but not more frequently than once a month.

7.4 All reasonable attempts will be made by the parties to conduct the meetings on an agenda basis. An agenda shall be posted, listing items to be discussed by the parties, not less than twenty-four (24) hours prior to the scheduled meeting. Requests for discussion of specific items should be submitted to the committee forty-eight (48) hours prior to the scheduled meeting time.

7.5 One member of the Committee shall be designated as Secretary, for purposes of recording all matters discussed at the meetings. Minutes will be posted on the department bulletin board.

ARTICLE 8
NO STRIKE

8.1 There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failures or refusals to perform assigned work by the employees or the Association and there will be no lockouts by the Employer for the duration of this Agreement. The Association supports the Employer fully in maintaining normal operations.

8.2 Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the Employer in accordance with the provisions of Chapter 447, Part II, Florida Statutes.

8.3 It is understood and agreed that in the event of any violation of this section, the Employer or the Association shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the Employer or the Association shall not be responsible for any act alleged to constitute a breach of this section if neither the Association nor the Employer nor any of their officers or agents instigated, authorized, condoned, sanctioned, or ratified such action.

ARTICLE 9
EMPLOYEE RIGHTS IN INTERNAL INVESTIGATIONS AND OTHER INTERVIEWS
AND INQUIRIES

9.1 **Internal Investigations** -- To insure that all internal investigations are conducted by the Employer in a manner conducive to good order and discipline meanwhile protecting the individual rights of each employee, the parties agree that such investigations shall be conducted in full compliance with the requirements of the Law Enforcement Officer's Bill of Rights, Chapter 112.532 et.seq., Florida Statutes, as it may be amended from time to time. However, the parties agree that if the Law Enforcement Officer's Bill of Rights is amended following the effective date of this agreement, the amended version shall govern any investigations. In addition to complying with the Bill of Rights requirements, the following procedures will be observed in internal investigations:

- (a) Except in the case of an emergency, as determined by management, the employee will be afforded at least forty eight (48) hours notice or a mutually agreed upon time and granted the opportunity to notify his Association representative prior to questioning in an internal affairs investigation. Nothing in this section is to be construed as a limitation on the ability of the employer to require the employee to provide general information following a use of deadly force incident, as set out in Article 17.
- (b) If it is known that the employee is being interviewed as a witness only, the employee will be so informed, provided that this will not prevent the employee from being later subjected to an internal affairs investigation if information becomes available that indicates the employee is not merely a witness.

9.2 **Weingarten Right** -- In all cases where an employee is to be interviewed or required to respond to a written inquiry concerning an alleged violation of the Department's rules or regulations, which, if proven, may result in loss of pay or position or in some other disciplinary measure, including an oral or written reprimand, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the Association (who may be an attorney) before being interviewed. The Association representative may be present during the questioning. Where the Association representative is not immediately available and conditions permit, the interview will be postponed for a reasonable period of time. Provided that no interview need be postponed for more than forty eight (48) hours because of unavailability of an Association representative; however, should the Employer determine to proceed with the interview, the employee shall be permitted to select a fellow employee to witness and advise him during the interview. Nothing in this section shall prevent the Employer and Association Representative from agreeing on a time outside the forty eight (48) hour schedule period. This section shall not apply to Article 17.

9.3 If an employee is under arrest or likely to be, i.e., if he is a suspect in a criminal investigation, he shall be given his rights pursuant to the law.

9.4 Complaints from citizens which are determined to be unfounded or not sustained will not be inserted in an employee's personnel file.

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Scheduling

- (a) Bargaining unit employees will be assigned by the Employer to one of the following work schedules:

- 8 hours per day
- 10 hours per day
- 11.5 hours per day

Employees working these schedules will be eligible for overtime pay after working 80 hours in a two week work period.

- (b) The Employer shall determine the number of employees to be assigned to each of the above work schedules, and to each squad/shift.
- (c) If the Employer elects to change the work schedule of an employee or group of employees, the employer will first ask for volunteers, except in cases of emergency or when operational needs require specific employees be selected. In cases where volunteers are used, if there are not enough volunteers for the change, the employer may require employees with the lowest seniority to accept the schedule change. If there are more volunteers than needed, the employer will select the volunteer(s) with the highest seniority.
- (d) Except as provided for in section (c) the Employer shall determine which employees are to be assigned to each squad/shift, and the starting and quitting time of each employee on the squad/shift. This includes, but is not limited to, the right of the Employer to adjust an employee's starting or quitting time within a workweek in order to minimize overtime pay. Example: If an employee works 2 hours overtime one day, the Employer may direct the employee to come in two hours later than usual or quit two hours earlier than usual on another day later in the week. The Patrol shift bidding procedure will take place between October 1 and October 15. The new shift schedule will run from the first full pay period in January through the last pay period in December. Unit members, in the sergeant's rank, with the highest seniority, shall be given preference in shift/squad selections. Provided, however, that notwithstanding this preference, management retains the right to balance the experience level and expertise on each shift/squad.
- (e) The Employer will notify the affected employee(s) at least seventy-two (72) hours in advance of any changes in the employee's regular work schedule, including standby duty and overtime assignments, except in cases of emergency, or when such adjustments are made to minimize overtime pay, or when operational needs do not allow time for notification.

(f) **Meal Periods**

All bargaining unit members will have one 30 minute paid meal break per shift. In addition to the meal breaks, all bargaining unit employees are entitled to two (2) fifteen (15) minute breaks per shift. With prior supervisory approval, unit members will be allowed to combine the two break periods into one period. Neither the meal period nor the breaks will occur within the first or last hour of the shift unless approved by a supervisor.

10.2 **Overtime Pay**

- (a) Employees will be paid overtime in accordance with this Agreement and consistent with the Fair Labor Standards Act, as the same may be amended from time to time. The Employer has the right to designate an extended work cycle as provided for in the Fair Labor Standards Act in determining when overtime compensation is due, and to change the designated work cycle from time to time as allowed by the Fair Labor Standards Act. However, no permanent changes or extensions of the work cycle will be made without first offering the [FOP PBA](#) the opportunity to negotiate the change or extension.
- (b) For work performed outside the regular work schedule to be considered as time worked for purposes of overtime pay calculation, the employee must be told or permitted to work in advance by a supervisor (higher ranking officer). No employee may authorize overtime for himself.
- (c) Overtime will be compensated by overtime pay calculated at a rate of one and one-half of the employee's regular rate of pay for overtime worked.
- (d) The Employer and the employee may agree that the employee can earn compensatory leave at the rate of one and one-half hours leave for each hour of overtime worked, in lieu of overtime pay.
- (e) Employees may only accrue unused compensatory leave up to a maximum of 240 hours. When an employee accrues the maximum permissible compensatory leave, the employee shall be paid for all overtime hours in excess of the maximum at the rate of one and one-half times the employee's current rate of pay. The Employer can require an employee to use accrued compensatory leave; provided the employee is given at least 72 hours advance notice.
- (f) Time spent on vacation leave, compensatory time, and court time shall be considered as hours worked for purposes of overtime calculation. Time spent on sick leave and funeral leave is not considered as hours worked for purposes of overtime calculation.

10.3 **Scheduling Overtime**

The Employer has the right to require any employee to work overtime, and to schedule overtime as needed. Upon request, the Employer will make reasonable efforts to relieve an employee

from the requirement to work overtime when the employee has a valid reason for not working the overtime and when there is another qualified employee who performs the work on a reasonable basis available and willing to work the overtime.

10.4 Legal Proceedings

The parties recognize that as part of their duties, police officers are required to respond to subpoenas, attend depositions, and testify in court. When such duties occur at a time when the officer is not scheduled to be at work, the Employer will make arrangements to either release the employee from work at a later time during the same work cycle, or compensate the employee (with pay or compensatory time) for a minimum of two (2) hours or the actual time spent in such activities, whichever is greater. An employee ordered to report for duty two (2) hours or less prior to his normal starting time shall not be entitled to the two (2) hours minimum pay but will be paid for the actual hours worked at the appropriate rate. If an officer is required to hold over, this will be considered an extension of the shift.

10.5 Shift Exchanges for Training and Education

Upon application to the appropriate captain, shift exchanges, for the purpose of attendance at approved police training courses, and college courses, will be arranged, provided:

- (a) It does not interfere with the regular and efficient operations of the Department;
- (b) A fellow officer of like rank and experience volunteers for the exchange;
- (c) It is requested and approved sufficiently in advance so as not to work a hardship on either the officer or the Employer;
- (d) No overtime pay results from the exchange;
- (e) For purposes of this section, the college courses must be those which are pre-approved and part of the City's tuition reimbursement program.

10.6 A unit member who is called back to work on off-duty hours shall be paid overtime as long as he has worked the number of required hours as defined in section 10.1(a). A minimum of two (2) hours of work is guaranteed in such cases. Occasions such as training classes, attention to administrative duties, or business meetings, are not eligible for call back pay. No employee may be called to perform work during off-duty hours without the prior authorization of the supervisor, Deputy Chief, Chief, or City Manager.

ARTICLE 11
FTO TRAINING SQUAD

Unit members who are qualified to be Field Training Officers shall be furnished with an insignia designating the member as an FTO.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURE

12.1 In a mutual effort to promote harmonious working relations between the parties of the Agreement that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement.

12.2 A grievance shall be defined as a dispute concerning the interpretation or application of the specific terms of this Agreement.

12.3

- (a) When the grievant is directly supervised by a Captain, the grievance shall be presented directly at Step 2.
- (b) Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, the Association shall be allowed to submit the grievance in its own name on behalf of the affected employees (Class Action), and the grievance shall be presented directly at Step 3 of the Grievance Procedure within the same time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or by the Association representative or counsel on the employees' behalf.

12.4 All grievances must be processed within the time limits provided in the Grievance Procedure unless extended by mutual agreement of the parties in writing. Any grievance not presented by the grievant within the applicable time limits shall be deemed abandoned. Any grievance not answered by management within the time limits provided in the Grievance Procedure shall be determined to be denied and shall be advanced to the next available step of the Grievance Procedure, unless an extension of time for an answer is mutually agreed to in writing.

12.5 Grievances shall be processed in accordance with the following procedures:

Step 1. The aggrieved employee shall reduce to writing on the standard form (attached as Appendix A) provided for this purpose and present such written grievance to his Lieutenant within ten (10) calendar days of the occurrence which gave rise to the grievance. The Lieutenant shall meet with the employee and the Association representative and/or counsel, if the employee wishes his assistance, within seven (7) calendar days of the date the grievance is presented. The Lieutenant shall attempt to adjust the matter and/or respond to the employee within seven (7) calendar days from the date of the meeting.

Step 2. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Captain (or designee) within seven (7) calendar days from the date of the Lieutenant's response at Step 1 (or the time the sergeant's response was due in Step 1, if the Lieutenant has not responded to the grievance). The Captain (or

designee) shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Captain (or designee) shall respond in writing within seven (7) calendar days from the date of the meeting.

- Step 3.** If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, or the Association in the case of a class action grievance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Chief of Police or his designee within seven (7) calendar days from the date of the supervisor's step 2 response (or the time the supervisor's response was due in Step 2 if the supervisor has not responded to the grievance). The Chief of Police or his designee shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Chief of Police or his designee shall respond in writing within seven (7) calendar days from the date of the meeting.
- Step 4.** If the grievance has not been satisfactorily resolved in Step 3, the employee or the Association in the case of a class action grievance, may present a written appeal to the City Manager, within ten (10) calendar days from the date of the response at Step 3 (or from the time the response was due in Step 3 if no response is provided). The City Manager shall meet with the employee and the Association representative within ten (10) calendar days. The City Manager shall respond in writing within fifteen (15) calendar days from the date of the meeting.
- Step 5.** If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure the Association may submit for arbitration in writing to the office of the City Manager no later than thirty (30) calendar days after the date of the City Manager's response (or from the date that the City Manager's response is due in Step 4 if no response is provided). The parties to this Agreement will mutually agree, or attempt to, on an independent arbitrator. If this cannot be done, one will be selected, by striking, from a list mutually requested from the Federal Mediation and Conciliation Service.

12.6 Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article:

- (a) The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and terms of the Agreement and shall be made in writing, and shall be final and binding on all parties. The arbitrator will have the exclusive authority to rule on the arbitrability of issue(s) brought before him in the event that one or both parties have raised the issue of arbitrability.
- (b) It is contemplated that the Employer and the Association shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing, and if this

is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance as presented in Step 4 of the Grievance Procedure. To provide the arbitrator with a better understanding of the grievance at issue, the Association may provide a more definite statement of the issue to be decided in lieu of the written statement of grievance as presented at Step 4 so long as any such statement is limited to those issues presented in grievance steps 1 through 4. The Association may not use a more definite statement to raise issues that the Employer has not previously had the opportunity to resolve during the grievance process, or that the grievant or Association has not raised in a timely manner.

- (c) Copies of the award of the arbitrator, made in accordance with the jurisdictional authority conferred under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding upon both parties.
- (d) Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear its cost, unless otherwise agreed.
- (e) The parties agree to an Expedited Arbitration Procedure in every case unless one, or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the FMCS Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript.

ARTICLE 13
SENIORITY AND LAYOFF

13.1 Seniority

- (a) Agency seniority shall be determined by continuous full-time employment with the Police Department, excluding temporary, emergency, provisional, and part-time regular employment. In the event that two or more employees have the same length of service with the City, lot will determine the seniority of those employees.

Rank seniority means continuous full-time service with the Police Department in the rank of sergeant from date of the most recent appointment. Upon demotion from lieutenant to sergeant and from sergeant to corporal, rank seniority shall commence on the effective date of the demotion.

- (b) The conditions under which an employee shall lose seniority are:
1. Resignation;
 2. Discharge;
 3. Retirement;
 4. Demotion.
- (c) The Employer shall maintain and post a current seniority list in the Police Department, which shall be updated annually. The list shall be used whenever called for by the specific provisions of this Agreement. The employer will mail the current seniority list to the Association by October 30 of each year, and within 5 business days of request.

13.2 Filling of Vacancies

- (a) For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position, as determined by management.
- (b) When employees are applying to fill a vacancy for a bargaining unit position, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications, as defined in Section 13.2(a), among competing employees are equal, seniority shall be the basis of selection.

13.3 Lay-off and Work Force Adjustment

- (a) Whenever it becomes necessary to lay off an employee or group of employees due to lack of work, employees will be laid off in inverse order of their rank seniority. Should it become necessary to lay off supervisory personnel, the affected personnel shall be allowed to return to the closest rank previously held below their current rank

and, notwithstanding Section 13.1(a), they shall revert to the level of seniority held in that rank prior to promotion.

- (b) Recall of laid off employees will be based upon the needs of the agency and this subsection. Recall of laid off employees within each rank will be based upon rank seniority in reverse order of the layoff. No promotions will be made until those unit members who took a voluntary demotion in lieu of layoff, and those supervisory employees who were laid off, are offered a return to their previous rank.
- (c) In order to be eligible for recall, the employee must have maintained his certification, and keep the Employer advised of his current address. Employees shall be recalled by written notification by certified mail return receipt requested to their last known address. Recalled employees shall notify the Employer if they desire to return to work, within five (5) days of receipt of the recall notice and must return to work within twenty one (21) days from receipt of recall notice.
- (d) The Employer is only required to recall an employee to the classification that he previously held in a permanent position. If an employee refuses a job with the Employer in any classification in which he was previously employed by the Employer, the employee shall lose all further recall rights.
- (e) An employee will be kept on the callback list for one (1) year from the date of the employee's layoff. After this period, the Employer will no longer be obligated to recall the employee.
- (f) Probationary employees have no right to recall under this provision.
- (g) In the event a sergeant is laid off, that sergeant will have bumping rights into this bargaining unit, based upon City-wide seniority.

13.4 An employee's seniority shall only entitle the employee to the rights expressly provided for in this Agreement.

ARTICLE 14
OFF-DUTY POLICE DETAILS

14.1 Employees may voluntarily accept and be employed by a private business (or others) who desire law enforcement type services (special detail employment), subject to the approval of the Employer, and under the rules and regulations applicable to such assignments as set out in General Order 109 (Off-Duty Employment/Special Events/ Escorts), including any amendments that may be made. Provided that the Employer will provide the [FOP PBA](#) with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

14.2 The Employer shall post all requests for law enforcement related off-duty employment. Unit members shall be allowed to sign up for the details with the most senior unit member (regardless of the bargaining unit) being awarded the detail.

14.3

- (a) Sergeants who work special detail employment will be paid a minimum of \$50.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (b) Sergeants who work special detail employment on ~~New Years Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve~~ Holidays listed in Article 19, Easter and New Year's Eve will be paid a minimum of \$59.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (c) Unit member supervisors who are working a special detail assignment as a supervisor (as required by the employer), shall be paid an additional \$5.00 per hour above the rates listed in this subsection.
- (d) The new rates will take not take effect until ninety (90) days after ratification in order to allow vendors to receive notice of and budget for the new rates.
- (e) Sergeants working City Permitted Details, [defined as a detail for which the City has issued a permit and an entity other than the City pays unit members for detail coverage](#) not covered on the City overtime list will be paid at the hourly rate of \$50.00. The City will retain \$7 of that amount as an administrative fee.
- (f) [Effective March 18, 2022, unit members working City-Sponsored Event Details defined herein as a detail for which the City pays unit members for detail coverage, will be paid the greater of the unit member's overtime rate or \\$43.00 per hour. The City will not retain an administrative fee for City-Sponsored Event Details.](#)
- (f)(g) [The Supervisor position\(s\) for City Permitted Details and details on the City overtime list shall be filled by unit member supervisors prior to the officer positions being filled by unit member supervisors.](#)

14.4 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the compensation earned by sergeants at special detail employment must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue special detail employment for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to do special detail work pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new special detail employment assignments.

ARTICLE 15
AWARDS

The Employer will endeavor to provide a formal system of awards for various degrees of outstanding service, as set forth in Department Recognition and Awards Program, as it may be amended from time to time.

ARTICLE 16
PERSONNEL RECORDS

16.1 Employees shall have the right to include in their personnel records written responses, or refutations (including witness statements) of any material that the employee considers detrimental.

16.2 Once a year, upon request by the employee, an employee shall have the right to receive copies of those documents that have been placed in his personnel file in the past year at no cost to the employee.

16.3 The City shall maintain one official personnel file for each employee, which shall be maintained in the Office of Human Resources and Risk Management. Duplicate personnel files may be maintained in the Police Department. Such duplicate personnel files may contain all or part of the items filed in the official personnel file. If any disciplinary materials are placed in an employee's personnel file, a copy will be provided to the employee. The employee has the right to respond to any such disciplinary material, and his response will be attached to the file copy. An employee has the right to review his own official personnel file and duplicate personnel file at any reasonable time under the supervision of a representative of the City or Police Department.

16.4 Information describing the nature of an employee's prior disciplinary offense(s), the date(s), and the discipline imposed, may be used in a termination proceeding, regardless of the age of the discipline.

16.5 Any disciplinary action that is appealed shall be marked with its final disposition.

ARTICLE 17
STATEMENTS FOLLOWING USE OF DEADLY FORCE INCIDENTS

17.1 Except as provided for in section 17.2, the employer agrees that it will not normally require any sergeant to make any sworn or recorded statements (either oral or written) about a use of deadly force incident until after the sergeant has been afforded a reasonable time to confer with his counsel and/or Association representative and review any and all bodycam footage. For purposes of this section, a reasonable period of time shall generally be considered up to six (6) hours from the time of the use of deadly force incident.

- 17.2 (a) Sergeants involved in use of deadly force incidents are required to provide general information to supervisors, coworkers, and other law enforcement officials immediately after the event in order to allow the Department to meet its obligations to protect the public, protect other law enforcement officials, and investigate the events surrounding the incident. The general information that must be provided to the City Attorney under this subsection includes, but is not limited to, the sequence of events leading up to the use of force incident, and similar information needed to protect the public and other law enforcement officials, and to begin processing the crime scene, and commence an investigation of the incident.
- (b) The employer may not require the employee to provide the general information referred to in subsection 17.2(a) in a sworn statement prior to conferring with counsel except where there is a clear and present need to obtain the information in a sworn format in order to obtain a search warrant, an arrest warrant, or take other action to commence the criminal investigation of the activities of persons other than the sergeant.

ARTICLE 18
PHYSICAL FITNESS PROGRAM

18.1 The City of Kissimmee will establish a voluntary physical fitness program for bargaining unit members to ensure members maintain a reasonable level of physical fitness necessary to safely and efficiently perform their assigned duties. Those participating in this voluntary program will be required to PASS the established standards during the spring and fall of each year. (The Department shall schedule two tests during the spring and fall.) Those who successfully PASS the established standards in both spring and fall will receive bonus compensation in the amount of \$300.00 during the month of December. In exceptional circumstances, as determined by the Employer, the Chief of Police may grant a unit member permission to take the test on a day other than that already scheduled. Participants in this voluntary program are not eligible to participate in the City's Wellness Program.

18.2 The City shall adopt the Florida Department of Law Enforcement's (FDLE) Physical Abilities Test (PAT) (REV. 10/16/06), modified as reflected in Appendix B which is attached to and made a part of this Agreement, and the pass/fail methodology within the FDLE's test.

18.3 Bargaining unit members may take the physical fitness test while on duty provided that doing so will not result in entitlement to overtime pay or interfere with the requirements of their duty assignment.

ARTICLE 19 **HOLIDAYS**

19.1 Authorized Holidays

The following are recognized holidays:

New Years' Day
Martin Luther King's Birthday
Memorial Day
[Juneteenth](#)
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

[Any additional holidays not listed but approved by the City Commission for non-bargaining unit city employees, shall automatically apply to unit members as well.](#)

- (b) Shift employees shall observe holidays on the day that they occur.
- (c) Non-shift employees shall observe holidays on the day that they occur, except that when a holiday listed above falls on a Saturday, the preceding Friday shall be designated as the official holiday for that year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.
- (d) Employees may be required to work on the holidays listed in this section (including days observed as holidays for non-shift employees).
- (e) With the exception of Patrol Squads and K-9 units, employees who are normally assigned to four (4) 10-hour shifts per week may be assigned to work four (4) 8-hour shifts during a week in which a holiday occurs. On the fifth day, the employee will be paid for eight (8) hours of holiday pay at the employee's regular rate of pay.
- (f) Any employee who is scheduled to work either the day before or after the holiday who fails to report to work on those days as scheduled will not be paid for the holiday, unless the employee was off on approved paid leave.

19.2 Employees Who Work On the Holiday

- (a) Employees who work on the holiday will be paid 1.5 times their normal rate of pay for all hours worked, and will also have a choice of one of the following:
 - (1) Employee will be paid for eight (8) hours of holiday leave; or

- (2) Employee will accrue eight (8) hours of holiday leave to be used at a later date. Any leave accrued under this provision will be accrued as of the date of the holiday and must be used by the end of the calendar year. Any leave not used by the end of the calendar year will be forfeited.
- (b) Under no circumstances will hours paid or accrued under subsections 19.2(a)(1) or 19.2(a)(2) be counted as hours worked for the purposes of overtime.

19.3 Employees Who Do Not Work On the Holiday

- (a) Employees who do not work on the holiday will be paid for eight (8) hours at their normal rate of pay.
- (b) Under no circumstances will hours paid under this provision be counted as hours worked for the purposes of overtime

19.4 Additional Holiday Leave

In addition to the recognized holidays, each employee shall accrue sixty-four (64) hours of additional holiday leave time on January 1st of each year. Employees hired after January 1 shall accrue additional holiday leave as of their date of hire on a pro-rated basis. Employees are eligible to take additional holiday leave any time within the calendar year, subject to advance approval by the employee's supervisor. Additional holiday leave cannot be accumulated from one calendar year to the next or liquidated for cash. If an employee does not take additional holiday leave by the end of the calendar year, it is forfeited.

19.5 CID and Traffic Homicide personnel who are on standby for the pay period in which a holiday falls (limit of 2 for CID and 1 for Traffic Homicide) will be paid time and one half for call back hours during that two week pay period as long as 1) they do not call in sick for any hours in that payroll period; and 2) those standby hours are approved by the Chief or his designee. In the event that a major event occurs, and the standby personnel require the assistance of other detectives during a holiday week, those personnel called out will also be paid time and one half for the call back hours as long as 1) they do not call in sick for any hours in that payroll period; and 2) those call back hours are approved by the Chief or his designee.

ARTICLE 20
SICK LEAVE

20.1 Sick Leave Accrual

- (a) Employees shall accrue sick leave at the rate of eight (8) hours per month.
- (b) Employees may accrue up to 480 hours of sick leave.

20.2 Use of Sick Leave

Employees may use sick leave under the following circumstances:

- (a) When the employee is not able to work due to the employee's personal illness, pregnancy, or non-occupational injury;
- (b) When the employee is not able to work because of the need to attend to a child or spouse who is ill;
- (c) When the employee is responsible for the care of a member of the immediate family who has a serious illness. (For the purposes of this article, immediate family is defined as the employee's spouse, mother, father, sister, brother, half-sister, half-brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, legal guardian, and grandchildren.);
- (d) When the employee or his child has an appointment with a physician or dentist.

20.3 Authorization for Sick Leave

- (a) To be eligible for sick leave, an employee must notify his supervisor of his inability to report for work as soon as possible, and no later than thirty (30) minutes prior to the beginning of the employee's normal workday. An employee will not be paid sick leave for any day that the employee fails to timely notify the supervisor of his intended absence. An employee must notify his supervisor each day of absence due to use of sick leave, unless the nature of the illness or injury resulting in the use of sick leave is expected to cause the employee to be absent more than three (3) workdays, in which case the expected duration of the absence will be communicated to the supervisor. Employees, who are absent for more than one workweek, shall notify their supervisor of their status at least once each week.
- (b) The Employer is responsible for authorizing sick leave in every instance and may verify that the reasons for use of sick leave are valid and in accordance with this article.
- (c) The Chief of Police may require any employee who is absent for three (3) or more consecutive days to provide a medical certificate verifying that the employee was absent due to an illness or injury of the employee or his immediate family, that the

employee is medically able to return to duty, and whether there are any work restrictions on the employee upon his return to work.

- 20.4 (a) The Employer may require the employee to submit a statement from the attending physician estimating the expected duration of the illness or injury, when an employee is expected to be absent for more than five (5) working days for the same illness.
- (b) The Employer may require a medical certificate signed by a licensed physician to substantiate a sick leave request for:
1. Any period of absence due to illness of three or more consecutive working days;
 2. Sick leave of any duration if the employee in question has demonstrated a habitual or recurrent pattern of absence from duty and has been warned that a certificate would be required as a result.
- (c) The employee is responsible for paying any costs associated with obtaining the medical certificate required by this section.

20.5 Refund of vacation time will not be allowed for an illness incurred while on vacation leave.

20.6 Medical Leave buy-back in accordance with City of Kissimmee Policy.

20.7 Under no circumstances will sick time use be permitted for elective cosmetic surgeries not specifically covered in the City of Kissimmee healthcare provider agreement; however it will apply to non-elective eye surgery.

ARTICLE 21
EMPLOYEE RIGHTS AND OBLIGATIONS IN LEGAL ACTIONS

21.1 Notice of Legal Action

Employees will promptly deliver to the Employer all legal papers or notices of intent to bring suit served upon or otherwise delivered to them related to lawsuits brought against the employee for actions of the employee while on duty.

21.2 Employer Defense of Employee

The Employer will defend an employee in any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the employee, provided such act or omission arises out of and is in the scope of his employment and function. The Employer is not obligated to defend an employee who has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. If the Employer elects not to represent an employee, it shall notify the employee of such decision in writing as soon as practicable after the decision to grant or deny coverage is made.

ARTICLE 22

REIMBURSEMENTS

22.1 Mileage

Employees who are authorized to use their own vehicles in the performance of their official employment duties will be compensated at the rate set by the City Commission for all City employees.

22.2 Clothing Allowance

- (a) Employees assigned to ~~CID~~the Major Crimes or Property Crimes Units and Internal Affairs will be paid a clothing allowance of \$1,250.00 per fiscal year. Employees who are newly assigned to CID or Internal Affairs may obtain an advance of the next quarterly payment.
- (b) Employees assigned to ~~OCIB~~to a federal, state or local task force full-time, regardless of which Division they are assigned to, will be paid a clothing allowance of ~~\$300.00~~ \$625.00 per fiscal year. Employees assigned on a part-time basis to a federal, state or local task force will not be entitled to a clothing allowance.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure.

22.3 Shoe Allowance

- (a) Employees will be given \$150.00 each fiscal year to purchase uniform shoes (or in the case of unit members in CID, one pair of dress shoes). This provision does not apply to employees assigned to the motorcycle unit.
- (b) Employees assigned to the motorcycle unit will be provided a shoe allowance of up to \$200.00, when approved by and at intervals approved by the Division Lieutenant or Captain.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure. All shoes must meet the minimum specifications set by the Department after consideration of recommendations from the Labor Management Committee.

ARTICLE 23
VACATION LEAVE

23.1 Eligibility

- (a) All sergeants will be allowed vacation leave in accord with the provisions of this article.
- (b) Probationary employees will accrue vacation leave monthly from their initial date of hire, but are not authorized to use the accrued leave until they have completed six months of service.

23.2 Accrual

- (a) Vacation leave shall be accrued on the following schedule:

Years of Continuous Service w/City	Hours Accrued Per Month
Initial hire through 5-year anniversary	6.66 hours (totaling 10 days per year)
6th year through 10th anniversary	8.0 hours (totaling 12 days per year)
11th year through 15th anniversary	10.0 hours (totaling 15 days per year)
16th year through 20th anniversary	11.33 hours (totaling 17 days per year)
After 20 years or more	13.33 hours (totaling 20 days per year)

- (b) Maximum Accrual – Employees may accrue up to three (3) times the employee’s current annual accrual rate. However, in the event that an employee leaves City employment, he will only be eligible for payment for a maximum of two (2) times the employee’s current annual accrual rate (e.g., an employee with 8 years of service would only be paid for a maximum of 192 hours). Employees shall receive no other compensation in lieu of taking such vacation leave.

23.3 Use of Vacation Leave

- (a) Vacation leave may be taken in segments of not less than one (1) hour.
- (b) Use of vacation leave must be approved in advance by the Police Chief or designee.

23.4 Payment at Separation

Upon separation from employment in good standing, employees will be paid for vacation leave accrued and not taken at the employee’s regular hourly rate of pay.

23.5 Selection of Vacation Dates

- (a) Employees may submit requests for vacation dates for each calendar year between November 1 and November 15 of the preceding calendar year. Employees may request any number of multiple day requests (one week periods that may include regularly scheduled days off and holidays within the week period) and not more than four (4) single day requests. Requests that are submitted within that period shall be reviewed and approved based on the employee's rank seniority. In the event two (2) unit members have the same rank seniority, Department seniority as a sworn officer will determine priority.
- (b) Requests for vacation dates that are submitted after November 15 shall be reviewed and approved on a first come, first serve basis.
- (c) If the Chief or his designee determines it to be necessary or appropriate under the circumstances, he may extend the period of vacation sign-up for a reasonable period of time.

23.6 Vacation Bidding

- (a) Sergeants who miss their sign-up period may sign-up at their earliest opportunity, however no bumping will be allowed.
- (b) All bids are subject to approval by the Chief or his designee. Approval shall not be unreasonably withheld provided that staffing requirements are met.
- (c) All vacations are subject to cancellation by the Chief or his designee for good cause or for operational necessity. Vacations may also be cancelled as a result of a sergeant's transfer between divisions if vacations have already been scheduled in the Division receiving the transfer. Where possible, vacations cancelled for this reason shall be rescheduled consistent with the vacation schedule of the receiving Division.

ARTICLE 24 **INSURANCE**

24.1 Life Insurance

Employees are eligible for life insurance coverage in an amount equal to the employee's base annual salary, at no cost to the employee.

24.2 Health Insurance

The Employer will pay 100% of the cost of the basic HRA, for each individual employee.

24.3 Dental Insurance

The Employer will pay 100% of the dental insurance plan for each individual employees.

24.4 Employer Approved Employee Assistance Program

Employees are eligible to use the services of an Employee Assistance Program selected by the Employer. The Employer agrees to bear the full cost for employees use of the program. Upon ratification of this agreement, the Chief or his designee shall schedule training for all employees on utilization of the program. Training shall be scheduled with the Department of Human Resources and Risk Management.

24.5 The Employer reserves the right to modify all insurance plans (life, health, dental and EAP provided to its employees, and if such changes are made as to general employees they shall also be applicable to bargaining unit employees. The Employer will notify the Association of any changes in the insurance plans provided to the employee prior to implementation of the change and in sufficient time to afford the Association a reasonable opportunity to review the proposed modifications and provide input to the Employer about the proposed modifications.

24.6 The Employer shall contribute \$50.00 per month to each employee who is enrolled in a supplemental benefit plan offered by the Employer.

24.7 Retiree Use of City Health Clinic

Any unit member who retires while on the City health insurance plan (and their dependents who were also on the City health insurance plan at the time of the unit member's retirement) may continue to use the City health clinic until the retiree or dependent becomes eligible for Medicare, or obtains health care coverage with another employer. However, dependents who were not on the City health insurance plan at the time of the unit member's retirement cannot use the City health clinic.

ARTICLE 25
PAY FOR WORKING HIGHER POSITION

25.1 In the absence or vacancy of a supervisory position for an extended period of time exceeding fifteen (15) calendar days, the Chief of Police or City Manager may authorize the placement of another employee into the position in an acting role.

25.2 Employees authorized to temporarily fill a supervisory position for more than fifteen (15) calendar days, as authorized by section 25.1, shall be paid a premium of five percent (5%) of his regular pay, or the minimum rate of pay for the higher ranking position (whichever is higher) for all the time worked in the supervisory position.

ARTICLE 26
COURTESY OFFICER

26.1 Unit members may voluntarily accept and be employed as a courtesy officer (outside employment that is not paid by or through the City where the employee is compensated with in-kind services such as a rent discount for living in an apartment complex in order to provide security services). Such employment shall be subject to the approval of the Employer, and is subject to the rules and regulations applicable to secondary employment as set out in General Order 109 (Off-Duty Employment/Special Events/Escorts), including any amendments that may be made. Provided that the Employer will provide the ~~FOP PBA~~ with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

26.2 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the value of the in kind compensation earned by police officers as courtesy officers must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue work as courtesy officers for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to continue work as a courtesy officer pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new courtesy officer assignments.

ARTICLE 27
USE OF DEPARTMENT VEHICLES

27.1

- (a) Any employee must either live within the City limits, or if outside the City limits, within thirty (30) air miles of the Kissimmee Police Department (8 North Stewart Avenue, Kissimmee, Florida) to be eligible for, or permitted to retain, an assigned take-home vehicle in accord with General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendments or successors thereto). No one who resides more than thirty (30) air miles of the Kissimmee Police Department is eligible for, or will be permitted to retain, an assigned take-home vehicle. For purposes of this article, "City limits" shall also include any enclave which is totally enclosed within the City limits.
- (b) Sergeants are not required to reimburse the City for the use of the assigned take-home vehicle.
- (c) Employees are responsible for keeping the Department advised of their current address and must notify the Department within forty eight (48) hours of any change of address.

27.2 The use of take-home vehicles shall be subject to all applicable rules and regulations of the City and the Department, including, but not limited to, General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendment or successors thereto), except to the extent that the provisions of this article supersede those provisions, or they are otherwise modified through the collective bargaining process. In particular, the personal use of take-home vehicles shall be limited to driving to and from work.

27.3 Any employee who is the subject of disciplinary action, who violates this Article, or the policy, rules, or regulations related to take-home vehicles, or who abuses either the take-home vehicle or the privilege of a take-home vehicle, may lose his take-home vehicle privilege. "Abuse" for the purpose of this article shall include, but not be limited to, off duty use of a take-home vehicle for any purpose other than driving to and from work. The decision to terminate an employee's take-home vehicle assignment pursuant to this section shall be made by the Chief, Deputy Chief, or other designee.

ARTICLE 28
PAY PLAN

28.1 Compensation

(a) Unit members who remain employed as of the date of ratification of this amended Agreement shall receive a five percent increase to their base pay (~~24~~% COLA and ~~13~~% merit), effective October 1, 202~~2~~.

In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage increase indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

(b) The new pay ranges, effective October 1, 202~~2~~, shall be:

Rank	Minimum	Maximum
Sergeants	\$81,556.80 (\$39.21/hr) \$78,393.12 (\$37.69/hr)	\$98,072.00 (\$47.15/hr) \$94,305.12 (\$45.34/hr)

(c) Sergeants

A corporal who is promoted to sergeant will start at five percent (5%) above his/her current base pay, or ~~\$81,556.80 (\$39.21/hr)~~ ~~\$78,393.12~~, whichever is higher, plus \$1.00 above the base bay of any potential subordinate.

(d) One-Time Bonus

Unit members who are employed as of the date of ratification of this amended agreement through October 1, 2022, shall receive a \$2,500 on-time bonus effective October 1, 2022.

28.3 Longevity Pay

Bargaining unit employees who have been employed for ten (10) years or longer as of December 1 and remain employed as of the date of ratification of this amended Agreement are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 – 14 years	\$300
15 – 19 years	\$400
20 – 24 years	\$500

25 + years \$600

An employee must receive an effective level evaluation score or higher and have no disqualifying performance measures in order to receive the longevity bonus.

Grandfather Clause: Employees who have been continuously employed with the City longer than five (5) years as of December 1, 1999 and remain employed as of the date of ratification of this amended Agreement will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing nine (9) years of service. The employee must receive an effective level or higher evaluation score and have no disqualifying performance measures in order to receive the longevity bonus. The 1999 bonus level will continue unless the new plan level would increase their bonus amount.

Longer term employees receiving longevity pay based on more than two percent (2%) of their 1999 salary who remain employed as of the date of ratification of this amended Agreement will continue to receive that dollar amount unless the longevity pay under the new plan is greater.

28.4 Stand-By Pay

Employees who are required by the Employer to be on standby will receive stand-by pay at the rate of \$25.00 per day.

28.5 Shift Differential Pay

Uniformed Patrol Division Sergeants and K-9 Sergeants who start their regular/normal workday at 1600 hours or later will be paid a shift differential of \$1.00 per hour.

28.6 Performance Evaluation

The employer will evaluate all employees at least once a year. The Employer will develop performance evaluation forms for this purpose. The Employer may modify the forms used from time to time and will provide a copy of the currently used form to the union.

The performance evaluations will be due to be completed by September 30 of each year. Performance evaluations may be appealed through the chain of command, starting with the sergeant's rater and proceeding through to the Police Chief, whose decision shall be final.

28.7 Recruitment Incentive

Bargaining unit members who successfully recruit officers will be given a \$500 incentive. The incentive will be paid \$250 at the time the applicant is employed by the Kissimmee Police Department, and \$250 when the applicant successfully completes the FTO program.

28.8 FTO Compensation

Unit members who are designated as Field Training Supervisors shall receive \$35 per day as compensation for each day in which they perform FTO duties.

ARTICLE 29
REIMBURSEMENT FOR EDUCATION

Bargaining unit employees shall be entitled to reimbursement for tuition in accord with the established City policy. Requests for tuition reimbursement for college degree courses will need to be accompanied by a form to the City Manager justifying the applicability of coursework to the employee's current position with the City.

ARTICLE 30
WORKER'S COMPENSATION

30.1 Report of Injury

Employees are required to immediately report any work-related accident, injury, or illness to the immediate supervisor. The employee must fill out an accident report form provided by the employer, have it signed by his supervisor, and provide the form to the Human Resources & Risk Management Department within 24 hours or by 8:00 a.m. of the first business day after the accident, whichever is first. The employee's supervisor will assist in filling out and processing the report in the event that the employee is unable to do so because of his/her injury or illness.

30.2 Use of Leave Time to Supplement Workers Compensation

An employee who is unable to work because of a work-related injury or illness who is eligible for workers compensation shall be permitted to use his/her accrued vacation leave and/or accrued sick leave to make up the difference between the amount paid as the worker compensation insurance benefit and the amount that the employee would have received as regular wages.

30.3 Effect on Payroll Deduction Items

During the time that the employee is receiving workers compensation, the employee is responsible for paying for dependent medical coverage, dental insurance, Association dues and assessments, supplemental life and/or accident insurance, and all similar items that are normally paid through a payroll deduction.

30.4

- (a) While the employee is away from work as a result of a work-related illness or injury, the employee shall keep the Risk Management Department and the Police Chief (or Chief's designee) informed of his status, progress to recovery, and anticipated date of return to work.
- (b) Prior to returning the employee to work, the Employer shall require the employee to provide a certification from a physician stating that the employee is physically able to return to duty and noting any applicable restrictions on the abilities of the employee.
- (c) The City will attempt to accommodate an employee's need, as certified by a physician, for a light duty assignment upon return to work following a workers compensation injury or illness. There is no guarantee of a light duty assignment. Light duty assignments are based solely on availability of tasks due to an absence or vacancy in a position, a special project being undertaken, or some similar actual need of the Employer. Generally, light duty assignments are short term in duration, and employees may be required to work in a variety of light duty tasks before release to

full duty. Light duty assignments will be made on a case-by-case basis, taking into account the restrictions placed on the employee by the treating physician.

- (d) When an employee is offered a light duty assignment, the employee is required to either accept the assignment or use his accrued sick leave, vacation leave, and/or compensatory time during the time that the employee is away from work. The employee will not be eligible for workers compensation when he has refused to accept a light duty assignment.

30.5

- (a) The time incurred by an employee on leave due to a work-related injury or illness shall be counted as time incurred for Family & Medical Leave.
- (b) In the event that an employee is out of work due to a work-related injury or illness for a period of more than twelve weeks, the Police Chief and Human Resources Director may review the case to determine whether to hold the employee's job open. The Police Chief and Human Resources Director may further review the case on a monthly basis any time that the employee continues to be out of work. They shall consider whether the employee has reached maximum medical improvement (MMI), the employee's progress towards recovery, the operational needs of the Police Department, whether reasonable accommodations can be made that would allow the employee to return to duty, the employee's prior performance, evaluations, disciplinary notices, and any similar information that would lead to an informed decision. If the Police Chief and Human Resources Director decide that the employee should be terminated, and his position filled, they shall recommend such action to the City Manager and provide notice of the recommendation to the employee. The employee will be afforded at least ten (10) days to submit any information that he wishes the City Manager to consider in reviewing the matter. The City Manager shall make the final determination on the matter.

ARTICLE 31
PENSION PLAN

31.1 Bargaining unit employees shall continue to participate in the existing City of Kissimmee Police Pension Plan.

31.2 The Employer shall not be required to negotiate with the Association about any benefit or contribution changes that are mandated by state or other applicable law. This section applies only in those cases where the change that is proposed is mandatory, i.e., one that is required by law. It does not apply in cases where the change that is proposed is allowed for, but not required, by law.

ARTICLE 32
ALCOHOL AND SUBSTANCE ABUSE TEST

32.1 Definitions

- (a) "Drug abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, not pursuant to a lawful prescription. The term "drug abuse" also includes the commission of any act prohibited by Chapter 893, Florida Statutes.
- (b) "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.
- (c) "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.
- (d) "Reasonable suspicion" means an opinion, which a prudent person would form, based on observation and testimony from credible sources. Observation includes, but is not limited to, sensory facts (what a person, saw, heard, smelled, tasted, or touched). Objective factors that should be taken into consideration in determining reasonable belief are:
 - 1. The nature of the information;
 - 2. The reliability of the person or source providing the information;
 - 3. The extent of any confirmation; and,
 - 4. Any other factors contributing to the belief or the lack thereof.

Not all of these factors must exist to find reasonable suspicion, but all must be examined.

32.2 Circumstances When Testing May Be Required

The Employer may require an employee to submit to drug testing under any of the following circumstances:

- (a) Whenever two (2) managerial/supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the employee is abusing illegal drugs or alcohol and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public.

- (b) Whenever an employee is involved in an accident involving personal injury, loss or damage to Employer property, or a lost time accident.
- (c) Any time within one (1) year from the date of employment of a candidate who tests positive, is reconsidered for employment, and is subsequently employed by the Employer.
- (d) Any time within one (1) year after an employee has tested positive for the presence of illegal drugs or one (1) year after completing initial rehabilitation, whichever is later. (The rehabilitation counselor shall direct a letter to both the Employer and to the employee establishing the date on which rehabilitation was completed.)
- (e) As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL Testing", requires testing for alcohol as well as for controlled substances.)
- (f) On a random basis.

32.3 **Testing Procedures**

- (a) Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines, except as specifically amended herein.
- (b) The threshold level or cut-off limit and substances shall be as established by HHS and/or SAMHSA.
- (c) The SAMHSA certified tester shall utilize the following procedures to the extent that they are not inconsistent with the HHS Guidelines:
 1. The SAMHSA certified tester should submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed.
 2. If the results of the initial test provided for in Section 32.3(c)1 are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. The Employer will not be notified about the initial positive result, until it has been confirmed as provided for in this section.

3. If the specimen provided is unsuitable for testing, or if the chain of custody is violated, the employee will be advised in writing of those circumstances and will be requested to provide another specimen for testing.
- (d) If the results of the second test for illegal drugs that is provided for in Section 32.3(c)2. is positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS Guidelines shall be followed for confirmation and notification of the employee and Employer. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, the Employer will reimburse the employee for the cost of the test.

32.4 Examination and Test

- (a) Except as provided in section 32.3(d), the Employer will pay the cost of any test required by Section 32.2. Provided, however, that in the case of alcohol testing conducted pursuant to Section 32.2(e), any employee who is subject to suspension or dismissal will be given the opportunity for an independent blood alcohol test conducted at the same time at his/her own expense.
- (b) Urine specimens required by this article will be obtained while the employee is on duty. The Employer may extend the employee's duty period for the purpose of drug testing.
- (c) Tests will be performed by a SAMHSA certified facility selected by the Employer.
- (d) Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the Employer. The Employer shall release relevant information contained in those records only to those Employer management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit the Employer from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.
- (e) The Employer will, unless prohibited by law, and as otherwise provided in this Agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing, which the Employer later determines have been refuted, will be destroyed. Test results shall be considered confidential medical records.

ARTICLE 33
LEAVE OF ABSENCE

33.1 Family and Medical Leave

The Employer agrees to comply with the requirements of the Family and Medical Leave Act, as amended from time to time.

Employees are required to substitute their accrued paid vacation leave, personal leave, or family leave for unpaid FMLA leave under this article to the extent that the employee has such paid leave time accrued. In addition, employees requesting leave for serious health conditions which prevent them from performing their jobs are required to substitute paid sick leave for unpaid leave to the extent that paid sick leave is available.

33.2 Military Leave

- (a) Leaves of absence and re-employment rights of employees fulfilling their military obligations (as draftees, volunteers, or reservists) shall be as contained in the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) Title 38, U.S.C. 4311, and other applicable state and federal laws, as the same may be amended from time to time.
- (b) Employees who request time off for military leave are required to apply for such leave. A copy of the military orders must accompany all such applications.
- (c) Employees are responsible for advising the Chief of Police or designee at the earliest possible time of the dates when they are scheduled for any training which conflicts with their normal work schedule.
- (d) Employees are required to provide a copy of their orders to the Chief of Police or designee not more than three (3) days after receiving them.

ARTICLE 34
FUNERAL LEAVE

34.1

Upon notification of the death of a member of the employee's immediate family, an employee shall be allowed to take up to three (3) days funeral leave (for a funeral in Florida) or up to five (5) days funeral leave (for a funeral out of state). If additional time is needed to attend the funeral or take care of other family needs following the death, the Chief of Police may authorize the employee to use additional days of accrued leave.

34.2 For the purposes of this article, immediate family is defined as the following relatives of the employee:

Spouse
Child (including stepchild)
Mother or Father (including stepmother, stepfather, mother-in-law, father-in-law)
Brother, stepbrother, half brother, brother-in-law
Sister, stepsister, half sister, sister-in-law
Grandparents
Grandchildren
Legal Guardian

34.3 The Employer may require an employee to furnish proof of the death and/or proof of the relationship to the deceased in order to obtain funeral leave.

34.4 The employee will notify his supervisor of the need to take funeral leave as soon as possible after the employee is notified of the death of his relative.

ARTICLE 35
GOOD STANDING

For the purposes of promotions and requests for transfer, employees will be considered to be “in good standing” when all of the following conditions are met:

- (a) The employee is not on disciplinary probation;
- (b) The employee has not more than 3 sustained disciplinary violations, or no more of any number of disciplinary violations totaling more than 40 hours suspension, within the past two years;
- (c) The employee has not been demoted within the past two years;
- (d) The employee has achieved a rating of “meets expectations” or higher on the most recent performance evaluation.

ARTICLE 36
SEVERABILITY

In the event that any article, section, or other provision of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The article, section, or provision found invalid, unlawful, or unenforceable shall be subject to renegotiation at the request of either party to this Agreement.

ARTICLE 37
TERM OF AGREEMENT

37.1 Except as otherwise expressly provided, this Agreement shall be effective upon ratification and shall continue in effect until September 30, 2024.

37.2 For the second and third year of this Agreement, beginning October 1, 2022 and October 1, 2023, the parties may reopen Article 28 and up to two (2) additional articles per party.

37.3 During the negotiations, which led up to the execution of this Agreement, each party had an unlimited right and opportunity to raise and bargain concerning any negotiable subject it desired. Accordingly, the parties agree that neither will be obligated to bargain further during the life of this Agreement concerning any matter referred to or covered by this Agreement, except as provided within the Agreement or by law, unless both parties mutually agree to do so.

SIGNATURE PAGE

In witness hereof, the parties have signed this agreement on this ____ day of _____, 20212.

FLORIDA STATE LODGE FRATERNAL
ORDER OF POLICE BENEVOLENT
ASSOCIATION, INC.:

CITY OF KISSIMMEE:

Ned Golden~~Stephen A. Micciche~~, Chief
Negotiator

Olga Sanchez de Fuentes~~Leonard A. Carson~~,
Chief Negotiator

Sergeant Stacey Legel

Betty Holland, Deputy Police Chief

Sergeant ~~Charles Willdigg~~Jeinly Ortiz

Daniel M. Schad, Deputy Police Chief

Roxane Walton, Human Resources and Risk
Management, Director

Ratified by the City Commission this ____ day
of _____, 20212.

Olga Gonzalez
Mayor-Commissioner

Approved as to form and legality

Olga Sanchez de Fuentes
City Attorney

Date—

Appendix A

City of Kissimmee Police Department

COLLECTIVE BARGAINING AGREEMENT

GRIEVANCE PROCEDURE FORM

SERGEANTS

NAME: _____

RANK/TITLE: _____

**STATEMENT OF CONTRACT ARTICLES WHICH GRIEVANT
CLAIMS WERE VIOLATED:**

STATEMENT OF GRIEVANCE:

REQUESTED RELIEF:

SIGNATURE OF GRIEVANT:

DATE: _____

Step 1:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Lieutenant) Date

Step 2:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Captain) Date

Step 3:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Chief of Police) Date

Step 4:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (City Manager) Date

Step 5:

Presented to: _____ **on** _____
Name/City Manager Date

The Association requests arbitration of the grievance set forth above.

Signature (Association Representative) Date

APPENDIX B
Physical Fitness Program Physical Abilities Test

1. exiting a vehicle/opening a trunk;
2. running 220 yards;
3. completing an obstacle course;
4. dragging a 150 pound dummy;
5. obstacle course;
6. running 220 yards;
7. dry firing a weapon six times with each hand; and
8. placing items in a trunk/entering a vehicle.

Officers begin the PAT seated in an automobile with their seat belt on, their hands on the steering wheel at the ten and two o'clock positions. The trunk key is in the vehicle's closed glove compartment. A handgun and a baton are lying in the vehicle's closed trunk. Officers must complete the course in 4:21

Task 1:

Remove your hands from the steering wheel, unfasten the seat belt, open the glove compartment take the key out. Get out of the car and go to the trunk, (the glove box and door are left open) insert the key, unlock, and open the trunk. You must use the key to open the trunk.

Remove the handgun and baton from the trunk. Close the trunk, leaving the key in the lock. Move toward the chair. Place the handgun on the chair; keep the baton.

Task 2:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 3:

Enter the obstacle course. Climb over a 40" wall. Run ten feet. Jump over three hurdles (24", 12", and 18") spaced five feet apart. Run ten feet and enter the serpentine. Run through 9 pylons placed in a single row, 5' apart. Run ten feet toward the low crawl. Drop to the ground and crawl eight feet under a 27" open-air barrier. Drop the baton beside the last low-crawl pylon.

You must stop and repeat any portion of the obstacle course, if you knock over a hurdle or pylon.

Task 4:

Stand up and sprint 50'. Grab the 150-pound dummy and drag it 100' on a grass surface.

Task 5:

Drop the dummy and sprint 50' toward the pylons. Drop into a low crawl and pick up the baton. Enter the obstacle course in reverse. Low crawl eight feet under a 27" high open-air barrier. Stand up and run ten feet toward the serpentine. Run in a serpentine manner through nine pylons placed in a single row, five feet apart. Run ten feet and jump over three hurdles (18", 12", and 24"). Run ten feet. Climb over the 40" wall.

Task 6:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 7:

Pick up the handgun. Assume a proper firing position and fire six rounds using dominant hand. Fire six rounds with the supporting hand. Count the rounds out loud.

Task 8:

Run to the trunk, turn the key, and open the trunk. Place the weapon and baton inside the trunk. Close the trunk and remove the key from the lock. Run to the driver's side door and enter the vehicle. Close the door, place the key in the glove compartment, and close it. Securely fasten your seat belt. Place your hands on the steering wheel at ten o'clock and two o'clock positions.

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KISSIMMEE, FLORIDA

And

**~~THE FLORIDA POLICE BENEVOLENT ASSOCIATION~~
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.**

Police Officers, Corporals, and Detectives (Cert #1356)

October 1, 2021 to September 30, 2024 *

TABLE OF CONTENTS

	Preamble	4
1	Recognition	5
2	Fair Practices	6
3	Dues Deductions	7
4	Management Rights	8
5	Association Representatives	10
6	Services to the Association	12
7	Labor Management Committee	13
8	No Strike	14
9	Employee Rights in Internal Investigations and Other Interviews and Inquiries	15
10	Hours of Work and Overtime	16
11	FTO Training Squad	19
12	Grievance and Arbitration Procedure	20
13	Seniority and Layoff	23
14	Off Duty Police Details	25
15	Awards	27
16	Personnel Records	28
17	Statements Following Use of Deadly Force Incidents	29
18	Physical Fitness Program	30
19	Holidays	31
20	Sick Leave	33
21	Employee Rights and Obligations in Legal Actions	35
22	Reimbursements	36
23	Vacation Leave	37
24	Insurance	39
25	Pay for Working Higher Position	40
26	Courtesy Officer	41
27	Use of Department Vehicles.	42

28	Pay Plan	43
29	Reimbursement for Education.	45
30	Workers Compensation	46
31	Pension Plan	48
32	Alcohol and Substance Abuse Test	49
33	Leave of Absence	52
34	Funeral Leave.	53
35	Good Standing	54
36	Severability	55
37	Term of Agreement.	56
	Signature Page	57
	Appendix A Grievance Form Sergeants.	58
	Appendix B Physical Fitness Program Physical Abilities Test	61

PREAMBLE

This Agreement is entered into by and between the City of Kissimmee, Florida (the Employer), and ~~the Florida Police Benevolent Association, Inc. (the Association or PBA),~~ Florida State Lodge Fraternal Order of Police, Inc. (FOP) for the purpose of promoting harmonious relations between the Employer and its employees, to establish an orderly and prompt procedure for the resolution of grievances, and to set forth the full agreement between the parties concerning wages, hours of work, and other terms and conditions of employment.

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 1
RECOGNITION

The Employer recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the following bargaining units:

Rank and File unit described in PERC certification No. ~~4937~~

Included: All fulltime certified police officers, and detectives, of the Kissimmee Police Department.

Excluded: The Police Chief, Deputy Chiefs, Police Captains, Police Lieutenants, Sergeants, Telecommunicators, and all other employees of the City of Kissimmee.

ARTICLE 2
FAIR PRACTICES

2.1 The Employer and the Association agree not to interfere with the rights of employees to become members or to refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Association against any employee because of Association membership or non-membership.

2.2 The Employer and the Association agree not to discriminate against or harass any employee because of age, race, creed, sex, marital status, national origin, disability, or any other status or criteria protected by Federal or State anti-discrimination laws. Provided that grievances brought under this subsection may be pursued up to step 4 (City Manager decision level). Any claim of unlawful discrimination or harassment that is not resolved by the City Manager or designee at Step 4 of the grievance procedure may be filed with an appropriate court or administrative agency having jurisdiction to resolve the complaint but shall not be subject to the arbitration procedure set forth in this agreement.

ARTICLE 3

DUES DEDUCTIONS

3.1 Any member of the Association who has submitted a properly executed written dues deduction authorization to the City Manager or his designee, may have his membership dues in the Association deducted from his pay. Dues so deducted shall be transmitted to the Association monthly, accompanied by a list of those employees' names whose dues are included. It shall be the responsibility of the Association to notify the City Manager, or his designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Employer be required to deduct Association fines, penalties, or special assessments from the pay of any member. An employee may revoke his authorization for dues deduction upon thirty (30) days written notice to the Employer and the Association.

3.2 In the event that an employee has not earned enough money in a given pay period to allow the Employer to make all deductions authorized by the employee, the Employer will make deductions in the following order:

First, required tax and social security and medicare deductions;

Second, legally required child support payments;

Third, deductions for medical coverage, pension benefits, and other employee benefit programs,

Fourth, Association dues.

In the event that an employee's authorized dues are not deducted because of a shortage in the amount of the employee's pay, the Employer will notify the Association, and the Association will be responsible for collecting the dues that were not deducted.

3.3 The Association agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages, or causes of action of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Association dues. The term officials as used herein includes elected and appointed officials.

3.4 For purposes of this Article, the parties recognize that workers compensation payments are not paid through the City, and the City will not be responsible for deducting or collecting association dues from workers compensation payments paid to Association members.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Association recognizes that, except to the extent that the Employer has agreed otherwise by the express terms of this Agreement, the Employer retains all the rights and the authority it has previously exercised in the delivery of law enforcement services to the citizens of the City of Kissimmee and in the organization and direction of the public employees who provide such services. Nothing in this Agreement shall be deemed to constitute an undertaking by the Employer to guarantee the continuation of any job, operation, or portion thereof, currently performed by unit employees. Nothing in this Agreement shall be deemed a guarantee of employment to any unit employee.

4.2 Subject to the express terms of this Agreement and in accordance with Section 447.209, Florida Statutes, the Employer retains the exclusive right and authority to:

- (a) Make and change reasonable rules and regulations;
- (b) Determine the basis for selection, retention, and promotion of employees to or for positions outside the bargaining unit;
- (c) Determine the basis for selection of employees to or for positions within the bargaining unit;
- (d) Determine the qualifications for employees and the contents of job classifications;
- (e) Determine the work assignments of employees;
- (f) Change or eliminate existing work procedures and equipment utilization;
- (g) Transfer, subcontract, or eliminate work, including work performed by bargaining unit members;
- (h) Schedule and reschedule working hours, starting and quitting times for employees in the bargaining unit;
- (i) Establish and enforce quality and quantity standards and judgment of workmanship required;
- (j) Determine and control all use of equipment by employees for personal purposes;
- (k) Determine services to be rendered;
- (l) Determine the locations of business activities including the establishment of new ones and the relocation and/or closing of existing ones.

4.3 It is further agreed that the above detailed enumerations of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

4.4 The Association recognizes and agrees that the Employer retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights, provided that said management rights are not in conflict with the terms of this Agreement; and specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the City of Kissimmee or in any way abridging or reducing such authority.

4.5 The Association agrees, in recognition of management's rights, not to request the Employer to bargain with respect to the foregoing during the life of this Agreement. However, should decisions on the above matters have the practical consequence of violating the terms and conditions contained in this agreement, the exercise of such management rights shall not preclude employees or the Association from raising grievances. Furthermore, nothing in this article is intended to prevent the Association or Employer from raising issues during the term of this contract that were not previously considered by either party at the bargaining table.

4.6 The Employer recognizes that if decisions on the matters listed in section 4.2 have a direct and substantial impact on the wages, hours, or terms and conditions of employment of bargaining unit employees, the Association has the right as provided by law to bargain regarding the impact of such decisions prior to the implementation of such decisions.

ARTICLE 5
ASSOCIATION REPRESENTATIVES

5.1 Association Time Pool

- (a) Employees may donate accrued vacation and accrued compensatory time to an Association time pool. Employees wishing to donate time to the Association time pool will be required to complete and submit quarterly forms for that purpose, as furnished by the Employer.
- (b) Time donated to the Association time pool will be credited and charged on an hour for hour basis.
- (c) Members of the Association bargaining team, and other employees designated by the Kissimmee ~~PBA~~-FOP Representative, are authorized to use the time pool as provided herein. The Kissimmee ~~PBA~~-FOP Representative must authorize any use of the Association time pool.
- (d) Employees wishing to take time away from their scheduled work to use Association pool time shall request leave in advance, following the normal procedures for vacation leave requests.
- (e) Employees using Association pool time are responsible for accurately reporting pool time actually used.

5.2 The Employer agrees to recognize two (2) Association representatives, and Association Staff Representatives appointed by the Association, whose duties shall be to process grievances from members of the bargaining unit, and from time to time bring to the attention of the Chief conditions of mutual concern. The Association will notify the Employer, in writing, of the names of the designated representatives.

5.3 The Employer agrees to allow the Association representatives and staff representatives who are designated in paragraph 5.2 reasonable access, to the Police Department to attend grievance meetings and arbitration hearings, and to attend meetings at the request of management.

5.4 Time to Conduct Association Business

- (a) The Association agrees to conduct Association business outside of normal working hours to the maximum extent possible in order to minimize potential disruption of the work of unit employees.
- (b) The Association representatives referred to in paragraph 5.2 will be permitted to use a reasonable amount of official duty time, without loss of pay or benefits, for the following purposes:

1. To represent a bargaining unit employee or act as the Association representative during a grievance meeting with Employer representatives as provided for by the grievance procedure;
 2. To consult with management officials or attend meetings with management when requested to do so by management;
 3. To be present at any questioning of a bargaining unit employee by a representative of the Employer in connection with an investigation of the employee when the employee reasonably believes that the questioning may result in disciplinary action and the employee requests Association representation.
- (c) When it is necessary for an Association representative to meet with an employee or take time away from his duties as an employee of the City of Kissimmee for any other reason not provided for in subsection 5.4(b), the Association representative (and the employee, if another employee is involved) shall schedule time for such meetings or other tasks after work hours except in cases of emergencies that cannot be postponed. If the Association representative needs to take time during the regular work day to investigate a grievance, or to attend to other Association business, use of the time pool is authorized as provided in paragraph 5.2. The necessary time may also be taken as vacation leave or leave without pay, subject to the approval of the supervisor(s) of the employee and representative, which approval shall not be unreasonably withheld. The supervisor(s) are not required to approve the requested leave if either employee is needed on the job for work, which due to public safety or operational needs cannot be postponed.

5.5 If the Association is taking a grievance to arbitration without the attendance of legal counsel at the hearing, the Association may designate one Association representative to participate as a representative in the arbitration hearing, but not as a spectator. In the event that the hearing is held on a day when the designated Association representative is scheduled to work, he will be permitted to take time off without loss of pay to attend the hearing.

5.6 The Employer will permit designated representatives of the Association, whether state, regional, or local, to have reasonable access to the premises of the Employer to conduct Association business, with prior written approval of the Chief, or his designee, if such visits will not disrupt routine operations. Requests for access pursuant to this provision shall be made in writing to the Chief, and shall designate the general purpose of the proposed meeting or visit, the date, time, and nature of the access requested. For the purpose of this paragraph, Association business shall not include political activities.

5.7 One local representative of the Association may be permitted to take accrued vacation leave or compensatory time, or take time off without pay, to attend functions of the Association up to seven (7) days per year. Requests to take leave or time off under this provision shall be subject to the operational needs of the Department and must be approved in advance by the Chief of Police.

ARTICLE 6
SERVICES TO THE ASSOCIATION

6.1 The Employer agrees to furnish the Association, copies of all City and police department rules and regulations. The Employer shall provide the Association with copies of all proposed revisions to City and Police Department Policies affecting wages, hours, or other terms and conditions of employment of bargaining unit employees in advance of the time that such revisions are implemented.

6.2 The Employer agrees to furnish the Association copies of public documents lawfully requested by the Association at a cost in accordance with Section 119.07, Florida Statutes.

6.3 The Employer agrees to furnish wall space not to exceed 36" by 48" for an Association purchased glass enclosed bulletin board to be located in the off going room. The bulletin board will be consistent in style with the existing bulletin board that is in the off going room. The Association will notify the Employer of the name of the designated representative responsible for maintaining the bulletin board. The Association bulletin board shall be used only for the following notices:

- a. Recreational and social affairs of the Association
- b. Association meetings
- c. Association elections
- d. Reports of Association Committees
- e. Association benefit programs

Notices shall not contain any political advertisements, or anything reflecting adversely on the City, or any of its employees, and no material, notices, or announcements, which violate the provisions of this Article, shall be posted.

Notices shall be submitted to the Chief or his designee for approval before posting, and shall bear the signature of the Association President or his authorized representative and the Chief of Police or his designee before being posted. The Chief of Police shall not unreasonably withhold approval of the posting of such materials.

6.4 The Employer will provide the Association on an annual basis, a complete roster of the bargaining unit including name, rank, business e-mail address, business telephone number, present assignment, and base salary expressed as an hourly rate and annual rate, subject to rounding.

ARTICLE 7
LABOR MANAGEMENT COMMITTEE

7.1 Upon ratification of this agreement, a Labor Management Committee shall be formed. The purpose of this committee shall be to discuss problems and objectives of mutual concern including equipment and safety issues. The Labor Management Committee shall be advisory in nature, shall not be a substitute for collective bargaining and shall not address issues involving grievances.

7.2 The Committee shall be composed of not more than two (2) designated representatives of the Employer and not more than two (2) designated representatives of the Association.

7.3 Meetings shall be scheduled at the request of either party, but not more frequently than once a month.

7.4 All reasonable attempts will be made by the parties to conduct the meetings on an agenda basis. An agenda shall be posted, listing items to be discussed by the parties, not less than twenty-four (24) hours prior to the scheduled meeting. Requests for discussion of specific items should be submitted to the committee forty-eight (48) hours prior to the scheduled meeting time.

7.5 One member of the Committee shall be designated as Secretary, for purposes of recording all matters discussed at the meetings. Minutes will be posted on the department bulletin board.

ARTICLE 8
NO STRIKE

8.1 There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failures or refusals to perform assigned work by the employees or the Association and there will be no lockouts by the Employer for the duration of this Agreement. The Association supports the Employer fully in maintaining normal operations.

8.2 Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the Employer in accordance with the provisions of Chapter 447, Part II, Florida Statutes.

8.3 It is understood and agreed that in the event of any violation of this section, the Employer or the Association shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the Employer or the Association shall not be responsible for any act alleged to constitute a breach of this section if neither the Association nor the Employer nor any of their officers or agents instigated, authorized, condoned, sanctioned, or ratified such action.

ARTICLE 9
EMPLOYEE RIGHTS IN INTERNAL INVESTIGATIONS AND OTHER INTERVIEWS
AND INQUIRIES

9.1 **Internal Investigations** -- To insure that all internal investigations are conducted by the Employer in a manner conducive to good order and discipline meanwhile protecting the individual rights of each employee, the parties agree that such investigations shall be conducted in full compliance with the requirements of the Law Enforcement Officer's Bill of Rights, Chapter 112.532 et.seq., Florida Statutes, as it may be amended from time to time. However, the parties agree that if the Law Enforcement Officer's Bill of Rights is amended following the effective date of this agreement, the amended version shall govern any investigations. In addition to complying with the Bill of Rights requirements, the following procedures will be observed in internal investigations:

- (a) Except in the case of an emergency, as determined by management, the employee will be afforded at least forty eight (48) hours notice or a mutually agreed upon time and granted the opportunity to notify his Association representative prior to questioning in an internal affairs investigation. Nothing in this section is to be construed as a limitation on the ability of the employer to require the employee to provide general information following a use of deadly force incident, as set out in Article 17.
- (b) If it is known that the employee is being interviewed as a witness only, the employee will be so informed, provided that this will not prevent the employee from being later subjected to an internal affairs investigation if information becomes available that indicates the employee is not merely a witness.

9.2 **Weingarten Right** -- In all cases where an employee is to be interviewed or required to respond to a written inquiry concerning an alleged violation of the Department's rules or regulations, which, if proven, may result in loss of pay or position or in some other disciplinary measure, including an oral or written reprimand, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the Association (who may be an attorney) before being interviewed. The Association representative may be present during the questioning. Where the Association representative is not immediately available and conditions permit, the interview will be postponed for a reasonable period of time. Provided that no interview need be postponed for more than forty eight (48) hours because of unavailability of an Association representative; however, should the Employer determine to proceed with the interview, the employee shall be permitted to select a fellow employee to witness and advise him during the interview. Nothing in this section shall prevent the Employer and Association Representative from agreeing on a time outside the forty eight (48) hour schedule period. This section shall not apply to Article 17.

9.3 If an employee is under arrest or likely to be, i.e., if he is a suspect in a criminal investigation, he shall be given his rights pursuant to the law.

9.4 Complaints from citizens which are determined to be unfounded or not sustained will not be inserted in an employee's personnel file.

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Scheduling

- (a) Bargaining unit employees will be assigned by the Employer to one of the following work schedules:

- 8 hours per day
- 10 hours per day
- 11.5 hours per day

Employees working these schedules will be eligible for overtime pay after working 80 hours in a two week work period.

- (b) The Employer shall determine the number of employees to be assigned to each of the above work schedules, and to each squad/shift.
- (c) If the Employer elects to change the work schedule of an employee or group of employees, the employer will first ask for volunteers, except in cases of emergency or when operational needs require specific employees be selected. In cases where volunteers are used, if there are not enough volunteers for the change, the employer may require employees with the lowest seniority to accept the schedule change. If there are more volunteers than needed, the employer will select the volunteer(s) with the highest seniority.
- (d) Except as provided for in section (c) the Employer shall determine which employees are to be assigned to each squad/shift, and the starting and quitting time of each employee on the squad/shift. This includes, but is not limited to, the right of the Employer to adjust an employee's starting or quitting time within a workweek in order to minimize overtime pay. Example: If an employee works 2 hours overtime one day, the Employer may direct the employee to come in two hours later than usual or quit two hours earlier than usual on another day later in the week. The Patrol shift bidding procedure will take place between October 1 and October 15. The new shift schedule will run from the first full pay period in January through the last pay period in December. Unit members, in the sergeant's rank, with the highest seniority, shall be given preference in shift/squad selections. Provided, however, that notwithstanding this preference, management retains the right to balance the experience level and expertise on each shift/squad.
- (e) The Employer will notify the affected employee(s) at least seventy-two (72) hours in advance of any changes in the employee's regular work schedule, including standby duty and overtime assignments, except in cases of emergency, or when such adjustments are made to minimize overtime pay, or when operational needs do not allow time for notification.

(f) **Meal Periods**

All bargaining unit members will have one 30 minute paid meal break per shift. In addition to the meal breaks, all bargaining unit employees are entitled to two (2) fifteen (15) minute breaks per shift. With prior supervisory approval, unit members will be allowed to combine the two break periods into one period. Neither the meal period nor the breaks will occur within the first or last hour of the shift unless approved by a supervisor.

10.2 **Overtime Pay**

- (a) Employees will be paid overtime in accordance with this Agreement and consistent with the Fair Labor Standards Act, as the same may be amended from time to time. The Employer has the right to designate an extended work cycle as provided for in the Fair Labor Standards Act in determining when overtime compensation is due, and to change the designated work cycle from time to time as allowed by the Fair Labor Standards Act. However, no permanent changes or extensions of the work cycle will be made without first offering the ~~FOP PBA~~ the opportunity to negotiate the change or extension.
- (b) For work performed outside the regular work schedule to be considered as time worked for purposes of overtime pay calculation, the employee must be told or permitted to work in advance by a supervisor (higher ranking officer). No employee may authorize overtime for himself.
- (c) Overtime will be compensated by overtime pay calculated at a rate of one and one-half of the employee's regular rate of pay for overtime worked.
- (d) The Employer and the employee may agree that the employee can earn compensatory leave at the rate of one and one-half hours leave for each hour of overtime worked, in lieu of overtime pay.
- (e) Employees may only accrue unused compensatory leave up to a maximum of 240 hours. When an employee accrues the maximum permissible compensatory leave, the employee shall be paid for all overtime hours in excess of the maximum at the rate of one and one-half times the employee's current rate of pay. The Employer can require an employee to use accrued compensatory leave; provided the employee is given at least 72 hours advance notice.
- (f) Time spent on vacation leave, compensatory time, and court time shall be considered as hours worked for purposes of overtime calculation. Time spent on sick leave and funeral leave is not considered as hours worked for purposes of overtime calculation.

10.3 **Scheduling Overtime**

The Employer has the right to require any employee to work overtime, and to schedule overtime as needed. Upon request, the Employer will make reasonable efforts to relieve an employee

from the requirement to work overtime when the employee has a valid reason for not working the overtime and when there is another qualified employee who performs the work on a reasonable basis available and willing to work the overtime.

10.4 Legal Proceedings

The parties recognize that as part of their duties, police officers are required to respond to subpoenas, attend depositions, and testify in court. When such duties occur at a time when the officer is not scheduled to be at work, the Employer will make arrangements to either release the employee from work at a later time during the same work cycle, or compensate the employee (with pay or compensatory time) for a minimum of two (2) hours or the actual time spent in such activities, whichever is greater. An employee ordered to report for duty two (2) hours or less prior to his normal starting time shall not be entitled to the two (2) hours minimum pay but will be paid for the actual hours worked at the appropriate rate. If an officer is required to hold over, this will be considered an extension of the shift.

10.5 Shift Exchanges for Training and Education

Upon application to the appropriate captain, shift exchanges, for the purpose of attendance at approved police training courses, and college courses, will be arranged, provided:

- (a) It does not interfere with the regular and efficient operations of the Department;
- (b) A fellow officer of like rank and experience volunteers for the exchange;
- (c) It is requested and approved sufficiently in advance so as not to work a hardship on either the officer or the Employer;
- (d) No overtime pay results from the exchange;
- (e) For purposes of this section, the college courses must be those which are pre-approved and part of the City's tuition reimbursement program.

10.6 A unit member who is called back to work on off-duty hours shall be paid overtime as long as he has worked the number of required hours as defined in section 10.1(a). A minimum of two (2) hours of work is guaranteed in such cases. Occasions such as training classes, attention to administrative duties, or business meetings, are not eligible for call back pay. No employee may be called to perform work during off-duty hours without the prior authorization of the supervisor, Deputy Chief, Chief, or City Manager.

ARTICLE 11
FTO TRAINING SQUAD

Unit members who are qualified to be Field Training Officers shall be furnished with an insignia designating the member as an FTO.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURE

12.1 In a mutual effort to promote harmonious working relations between the parties of the Agreement that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement.

12.2 A grievance shall be defined as a dispute concerning the interpretation or application of the specific terms of this Agreement.

12.3

- (a) When the grievant is directly supervised by a Captain, the grievance shall be presented directly at Step 2.
- (b) Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, the Association shall be allowed to submit the grievance in its own name on behalf of the affected employees (Class Action), and the grievance shall be presented directly at Step 3 of the Grievance Procedure within the same time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or by the Association representative or counsel on the employees' behalf.

12.4 All grievances must be processed within the time limits provided in the Grievance Procedure unless extended by mutual agreement of the parties in writing. Any grievance not presented by the grievant within the applicable time limits shall be deemed abandoned. Any grievance not answered by management within the time limits provided in the Grievance Procedure shall be determined to be denied and shall be advanced to the next available step of the Grievance Procedure, unless an extension of time for an answer is mutually agreed to in writing.

12.5 Grievances shall be processed in accordance with the following procedures:

- Step 1.** The aggrieved employee shall reduce to writing on the standard form (attached as Appendix A) provided for this purpose and present such written grievance to his Lieutenant within ten (10) calendar days of the occurrence which gave rise to the grievance. The Lieutenant shall meet with the employee and the Association representative and/or counsel, if the employee wishes his assistance, within seven (7) calendar days of the date the grievance is presented. The Lieutenant shall attempt to adjust the matter and/or respond to the employee within seven (7) calendar days from the date of the meeting.
- Step 2.** If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Captain (or designee) within seven (7) calendar days from the date of the Lieutenant's response at Step 1 (or the time the sergeant's response was due in Step 1, if the Lieutenant has not responded to the grievance). The Captain (or

designee) shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Captain (or designee) shall respond in writing within seven (7) calendar days from the date of the meeting.

- Step 3.** If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, or the Association in the case of a class action grievance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Chief of Police or his designee within seven (7) calendar days from the date of the supervisor's step 2 response (or the time the supervisor's response was due in Step 2 if the supervisor has not responded to the grievance). The Chief of Police or his designee shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Chief of Police or his designee shall respond in writing within seven (7) calendar days from the date of the meeting.
- Step 4.** If the grievance has not been satisfactorily resolved in Step 3, the employee or the Association in the case of a class action grievance, may present a written appeal to the City Manager, within ten (10) calendar days from the date of the response at Step 3 (or from the time the response was due in Step 3 if no response is provided). The City Manager shall meet with the employee and the Association representative within ten (10) calendar days. The City Manager shall respond in writing within fifteen (15) calendar days from the date of the meeting.
- Step 5.** If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure the Association may submit for arbitration in writing to the office of the City Manager no later than thirty (30) calendar days after the date of the City Manager's response (or from the date that the City Manager's response is due in Step 4 if no response is provided). The parties to this Agreement will mutually agree, or attempt to, on an independent arbitrator. If this cannot be done, one will be selected, by striking, from a list mutually requested from the Federal Mediation and Conciliation Service.

12.6 Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article:

- (a) The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and terms of the Agreement and shall be made in writing, and shall be final and binding on all parties. The arbitrator will have the exclusive authority to rule on the arbitrability of issue(s) brought before him in the event that one or both parties have raised the issue of arbitrability.
- (b) It is contemplated that the Employer and the Association shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing, and if this

is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance as presented in Step 4 of the Grievance Procedure. To provide the arbitrator with a better understanding of the grievance at issue, the Association may provide a more definite statement of the issue to be decided in lieu of the written statement of grievance as presented at Step 4 so long as any such statement is limited to those issues presented in grievance steps 1 through 4. The Association may not use a more definite statement to raise issues that the Employer has not previously had the opportunity to resolve during the grievance process, or that the grievant or Association has not raised in a timely manner.

- (c) Copies of the award of the arbitrator, made in accordance with the jurisdictional authority conferred under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding upon both parties.
- (d) Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear its cost, unless otherwise agreed.
- (e) The parties agree to an Expedited Arbitration Procedure in every case unless one, or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the FMCS Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript.

ARTICLE 13
SENIORITY AND LAYOFF

13.1 Seniority

- (a) Agency seniority shall be determined by continuous full-time employment with the Police Department, excluding temporary, emergency, provisional, and part-time regular employment. In the event that two or more employees have the same length of service with the City, lot will determine the seniority of those employees.

Rank seniority means continuous full-time service with the Police Department in the rank of sergeant from date of the most recent appointment. Upon demotion from lieutenant to sergeant and from sergeant to corporal, rank seniority shall commence on the effective date of the demotion.

- (b) The conditions under which an employee shall lose seniority are:
1. Resignation;
 2. Discharge;
 3. Retirement;
 4. Demotion.
- (c) The Employer shall maintain and post a current seniority list in the Police Department, which shall be updated annually. The list shall be used whenever called for by the specific provisions of this Agreement. The employer will mail the current seniority list to the Association by October 30 of each year, and within 5 business days of request.

13.2 Filling of Vacancies

- (a) For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position, as determined by management.
- (b) When employees are applying to fill a vacancy for a bargaining unit position, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications, as defined in Section 13.2(a), among competing employees are equal, seniority shall be the basis of selection.

13.3 Lay-off and Work Force Adjustment

- (a) Whenever it becomes necessary to lay off an employee or group of employees due to lack of work, employees will be laid off in inverse order of their rank seniority. Should it become necessary to lay off supervisory personnel, the affected personnel shall be allowed to return to the closest rank previously held below their current rank

and, notwithstanding Section 13.1(a), they shall revert to the level of seniority held in that rank prior to promotion.

- (b) Recall of laid off employees will be based upon the needs of the agency and this subsection. Recall of laid off employees within each rank will be based upon rank seniority in reverse order of the layoff. No promotions will be made until those unit members who took a voluntary demotion in lieu of layoff, and those supervisory employees who were laid off, are offered a return to their previous rank.
- (c) In order to be eligible for recall, the employee must have maintained his certification, and keep the Employer advised of his current address. Employees shall be recalled by written notification by certified mail return receipt requested to their last known address. Recalled employees shall notify the Employer if they desire to return to work, within five (5) days of receipt of the recall notice and must return to work within twenty one (21) days from receipt of recall notice.
- (d) The Employer is only required to recall an employee to the classification that he previously held in a permanent position. If an employee refuses a job with the Employer in any classification in which he was previously employed by the Employer, the employee shall lose all further recall rights.
- (e) An employee will be kept on the callback list for one (1) year from the date of the employee's layoff. After this period, the Employer will no longer be obligated to recall the employee.
- (f) Probationary employees have no right to recall under this provision.
- (g) In the event a sergeant is laid off, that sergeant will have bumping rights into this bargaining unit, based upon City-wide seniority.

13.4 An employee's seniority shall only entitle the employee to the rights expressly provided for in this Agreement.

ARTICLE 14

OFF-DUTY POLICE DETAILS

14.1 Employees may voluntarily accept and be employed by a private business (or others) who desire law enforcement type services (special detail employment), subject to the approval of the Employer, and under the rules and regulations applicable to such assignments as set out in General Order 109 (Off-Duty Employment/Special Events/ Escorts), including any amendments that may be made. Provided that the Employer will provide the ~~FOP PBA~~ with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

14.2 The Employer shall post all requests for law enforcement related off-duty employment. Unit members shall be allowed to sign up for the details with the most senior unit member (regardless of the bargaining unit) being awarded the detail.

14.3

- (a) Officers who work special detail employment will be paid a minimum of \$50.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (b) Officers who work special detail employment on ~~New Years Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve~~ Holidays listed in Article 19, Easter and New Year's Eve will be paid a minimum of \$59.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (c) Unit member supervisors who are working a special detail assignment as a supervisor (as required by the employer), shall be paid an additional \$5.00 per hour above the rates listed in this subsection.
- (d) The new rates will take not take effect until ninety (90) days after ratification in order to allow vendors to receive notice of and budget for the new rates.
- (e) Officers working City Permitted Details, defined as a detail for which the City has issued a permit and an entity other than the City pays unit members for detail coverage not covered on the City overtime list will be paid at the hourly rate of \$50.00. The City will retain \$7 of that amount as an administrative fee.
- (f) Effective March 18, 2022, unit members working City-Sponsored Event Details defined herein as a detail for which the City pays unit members for detail coverage, will be paid the greater of the unit member's overtime rate or \$43.00 per hour. The City will not retain an administrative fee for City-Sponsored Event Details.
- ~~(f)~~(g) The Supervisor position(s) for City Permitted Details and details on the City overtime list shall be filled by unit member supervisors prior to the officer positions being filled by unit member supervisors.

14.4 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the compensation earned by sergeants at special detail employment must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue special detail employment for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to do special detail work pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new special detail employment assignments.

ARTICLE 15
AWARDS

The Employer will endeavor to provide a formal system of awards for various degrees of outstanding service, as set forth in Department Recognition and Awards Program, as it may be amended from time to time.

ARTICLE 16
PERSONNEL RECORDS

16.1 Employees shall have the right to include in their personnel records written responses, or refutations (including witness statements) of any material that the employee considers detrimental.

16.2 Once a year, upon request by the employee, an employee shall have the right to receive copies of those documents that have been placed in his personnel file in the past year at no cost to the employee.

16.3 The City shall maintain one official personnel file for each employee, which shall be maintained in the Office of Human Resources and Risk Management. Duplicate personnel files may be maintained in the Police Department. Such duplicate personnel files may contain all or part of the items filed in the official personnel file. If any disciplinary materials are placed in an employee's personnel file, a copy will be provided to the employee. The employee has the right to respond to any such disciplinary material, and his response will be attached to the file copy. An employee has the right to review his own official personnel file and duplicate personnel file at any reasonable time under the supervision of a representative of the City or Police Department.

16.4 Information describing the nature of an employee's prior disciplinary offense(s), the date(s), and the discipline imposed, may be used in a termination proceeding, regardless of the age of the discipline.

16.5 Any disciplinary action that is appealed shall be marked with its final disposition.

ARTICLE 17
STATEMENTS FOLLOWING USE OF DEADLY FORCE INCIDENTS

17.1 Except as provided for in section 17.2, the employer agrees that it will not normally require any sergeant to make any sworn or recorded statements (either oral or written) about a use of deadly force incident until after the sergeant has been afforded a reasonable time to confer with his counsel and/or Association representative and review any and all bodycam footage. For purposes of this section, a reasonable period of time shall generally be considered up to six (6) hours from the time of the use of deadly force incident.

- 17.2 (a) Officers involved in use of deadly force incidents are required to provide general information to supervisors, coworkers, and other law enforcement officials immediately after the event in order to allow the Department to meet its obligations to protect the public, protect other law enforcement officials, and investigate the events surrounding the incident. The general information that must be provided to the City Attorney under this subsection includes, but is not limited to, the sequence of events leading up to the use of force incident, and similar information needed to protect the public and other law enforcement officials, and to begin processing the crime scene, and commence an investigation of the incident.
- (b) The employer may not require the employee to provide the general information referred to in subsection 17.2(a) in a sworn statement prior to conferring with counsel except where there is a clear and present need to obtain the information in a sworn format in order to obtain a search warrant, an arrest warrant, or take other action to commence the criminal investigation of the activities of persons other than the sergeant.

ARTICLE 18
PHYSICAL FITNESS PROGRAM

18.1 The City of Kissimmee will establish a voluntary physical fitness program for bargaining unit members to ensure members maintain a reasonable level of physical fitness necessary to safely and efficiently perform their assigned duties. Those participating in this voluntary program will be required to PASS the established standards during the spring and fall of each year. (The Department shall schedule two tests during the spring and fall.) Those who successfully PASS the established standards in both spring and fall will receive bonus compensation in the amount of \$300.00 during the month of December. In exceptional circumstances, as determined by the Employer, the Chief of Police may grant a unit member permission to take the test on a day other than that already scheduled. Participants in this voluntary program are not eligible to participate in the City's Wellness Program.

18.2 The City shall adopt the Florida Department of Law Enforcement's (FDLE) Physical Abilities Test (PAT) (REV. 10/16/06), modified as reflected in Appendix B which is attached to and made a part of this Agreement, and the pass/fail methodology within the FDLE's test.

18.3 Bargaining unit members may take the physical fitness test while on duty provided that doing so will not result in entitlement to overtime pay or interfere with the requirements of their duty assignment.

ARTICLE 19 **HOLIDAYS**

19.1 Authorized Holidays

The following are recognized holidays:

New Years' Day
Martin Luther King's Birthday
Memorial Day
[Juneteenth](#)
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

[Any additional holidays not listed but approved by the City Commission for non-bargaining unit city employees, shall automatically apply to unit members as well.](#)

- (b) Shift employees shall observe holidays on the day that they occur.
- (c) Non-shift employees shall observe holidays on the day that they occur, except that when a holiday listed above falls on a Saturday, the preceding Friday shall be designated as the official holiday for that year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.
- (d) Employees may be required to work on the holidays listed in this section (including days observed as holidays for non-shift employees).
- (e) With the exception of Patrol Squads and K-9 units, employees who are normally assigned to four (4) 10-hour shifts per week may be assigned to work four (4) 8-hour shifts during a week in which a holiday occurs. On the fifth day, the employee will be paid for eight (8) hours of holiday pay at the employee's regular rate of pay.
- (f) Any employee who is scheduled to work either the day before or after the holiday who fails to report to work on those days as scheduled will not be paid for the holiday, unless the employee was off on approved paid leave.

19.2 Employees Who Work On the Holiday

- (a) Employees who work on the holiday will be paid 1.5 times their normal rate of pay for all hours worked, and will also have a choice of one of the following:
 - (1) Employee will be paid for eight (8) hours of holiday leave; or

- (2) Employee will accrue eight (8) hours of holiday leave to be used at a later date. Any leave accrued under this provision will be accrued as of the date of the holiday and must be used by the end of the calendar year. Any leave not used by the end of the calendar year will be forfeited.
- (b) Under no circumstances will hours paid or accrued under subsections 19.2(a)(1) or 19.2(a)(2) be counted as hours worked for the purposes of overtime.

19.3 Employees Who Do Not Work On the Holiday

- (a) Employees who do not work on the holiday will be paid for eight (8) hours at their normal rate of pay.
- (b) Under no circumstances will hours paid under this provision be counted as hours worked for the purposes of overtime

19.4 Additional Holiday Leave

In addition to the recognized holidays, each employee shall accrue sixty-four (64) hours of additional holiday leave time on January 1st of each year. Employees hired after January 1 shall accrue additional holiday leave as of their date of hire on a pro-rated basis. Employees are eligible to take additional holiday leave any time within the calendar year, subject to advance approval by the employee's supervisor. Additional holiday leave cannot be accumulated from one calendar year to the next or liquidated for cash. If an employee does not take additional holiday leave by the end of the calendar year, it is forfeited.

19.5 CID and Traffic Homicide personnel who are on standby for the pay period in which a holiday falls (limit of 2 for CID and 1 for Traffic Homicide) will be paid time and one half for call back hours during that two week pay period as long as 1) they do not call in sick for any hours in that payroll period; and 2) those standby hours are approved by the Chief or his designee. In the event that a major event occurs, and the standby personnel require the assistance of other detectives during a holiday week, those personnel called out will also be paid time and one half for the call back hours as long as 1) they do not call in sick for any hours in that payroll period; and 2) those call back hours are approved by the Chief or his designee.

ARTICLE 20
SICK LEAVE

20.1 Sick Leave Accrual

- (a) Employees shall accrue sick leave at the rate of eight (8) hours per month.
- (b) Employees may accrue up to 480 hours of sick leave.

20.2 Use of Sick Leave

Employees may use sick leave under the following circumstances:

- (a) When the employee is not able to work due to the employee's personal illness, pregnancy, or non-occupational injury;
- (b) When the employee is not able to work because of the need to attend to a child or spouse who is ill;
- (c) When the employee is responsible for the care of a member of the immediate family who has a serious illness. (For the purposes of this article, immediate family is defined as the employee's spouse, mother, father, sister, brother, half-sister, half-brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, legal guardian, and grandchildren.);
- (d) When the employee or his child has an appointment with a physician or dentist.

20.3 Authorization for Sick Leave

- (a) To be eligible for sick leave, an employee must notify his supervisor of his inability to report for work as soon as possible, and no later than thirty (30) minutes prior to the beginning of the employee's normal workday. An employee will not be paid sick leave for any day that the employee fails to timely notify the supervisor of his intended absence. An employee must notify his supervisor each day of absence due to use of sick leave, unless the nature of the illness or injury resulting in the use of sick leave is expected to cause the employee to be absent more than three (3) workdays, in which case the expected duration of the absence will be communicated to the supervisor. Employees, who are absent for more than one workweek, shall notify their supervisor of their status at least once each week.
- (b) The Employer is responsible for authorizing sick leave in every instance and may verify that the reasons for use of sick leave are valid and in accordance with this article.
- (c) The Chief of Police may require any employee who is absent for three (3) or more consecutive days to provide a medical certificate verifying that the employee was absent due to an illness or injury of the employee or his immediate family, that the

employee is medically able to return to duty, and whether there are any work restrictions on the employee upon his return to work.

- 20.4 (a) The Employer may require the employee to submit a statement from the attending physician estimating the expected duration of the illness or injury, when an employee is expected to be absent for more than five (5) working days for the same illness.
- (b) The Employer may require a medical certificate signed by a licensed physician to substantiate a sick leave request for:
1. Any period of absence due to illness of three or more consecutive working days;
 2. Sick leave of any duration if the employee in question has demonstrated a habitual or recurrent pattern of absence from duty and has been warned that a certificate would be required as a result.
- (c) The employee is responsible for paying any costs associated with obtaining the medical certificate required by this section.

20.5 Refund of vacation time will not be allowed for an illness incurred while on vacation leave.

20.6 Medical Leave buy-back in accordance with City of Kissimmee Policy.

20.7 Under no circumstances will sick time use be permitted for elective cosmetic surgeries not specifically covered in the City of Kissimmee healthcare provider agreement; however, it will apply to non-elective eye surgery.

ARTICLE 21
EMPLOYEE RIGHTS AND OBLIGATIONS IN LEGAL ACTIONS

21.1 Notice of Legal Action

Employees will promptly deliver to the Employer all legal papers or notices of intent to bring suit served upon or otherwise delivered to them related to lawsuits brought against the employee for actions of the employee while on duty.

21.2 Employer Defense of Employee

The Employer will defend an employee in any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the employee, provided such act or omission arises out of and is in the scope of his employment and function. The Employer is not obligated to defend an employee who has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. If the Employer elects not to represent an employee, it shall notify the employee of such decision in writing as soon as practicable after the decision to grant or deny coverage is made.

ARTICLE 22

REIMBURSEMENTS

22.1 Mileage

Employees who are authorized to use their own vehicles in the performance of their official employment duties will be compensated at the rate set by the City Commission for all City employees.

22.2 Clothing Allowance

- (a) Employees assigned to ~~CID~~the Major Crimes or Property Crimes Units and Internal Affairs will be paid a clothing allowance of \$1,250.00 per fiscal year. Employees who are newly assigned to CID or Internal Affairs may obtain an advance of the next quarterly payment.
- (b) Employees assigned to ~~OCIB~~to a federal, state or local task force full-time, regardless of which Division they are assigned to, will be paid a clothing allowance of ~~\$300.00~~ \$625.00 per fiscal year. Employees assigned on a part-time basis to a federal, state or local task force will not be entitled to a clothing allowance.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure.

22.3 Shoe Allowance

- (a) Employees will be given \$150.00 each fiscal year to purchase uniform shoes (or in the case of unit members in CID, one pair of dress shoes). This provision does not apply to employees assigned to the motorcycle unit.
- (b) Employees assigned to the motorcycle unit or K-9 unit will be provided a shoe allowance of up to \$200.00, when approved by and at intervals approved by the Division Lieutenant or Captain.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure. All shoes must meet the minimum specifications set by the Department after consideration of recommendations from the Labor Management Committee.

ARTICLE 23
VACATION LEAVE

23.1 Eligibility

- (a) All permanent, full time employees will be allowed vacation leave in accord with the provisions of this article.
- (b) Probationary employees will accrue vacation leave monthly from their initial date of hire, but are not authorized to use the accrued leave until they have completed six months of service.

23.2 Accrual

- (a) Vacation leave shall be accrued on the following schedule:

Years of Continuous Service w/City	Hours Accrued Per Month
Initial hire through 5-year anniversary	6.66 hours (totaling 10 days per year)
6th year through 10th anniversary	8.0 hours (totaling 12 days per year)
11th year through 15th anniversary	10.0 hours (totaling 15 days per year)
16th year through 20th anniversary	11.33 hours (totaling 17 days per year)
After 20 years or more	13.33 hours (totaling 20 days per year)

- (b) Maximum Accrual – Employees may accrue up to three (3) times the employee’s current annual accrual rate. However, in the event that an employee leaves City employment, he will only be eligible for payment for a maximum of two (2) times the employee’s current annual accrual rate (e.g., an employee with 8 years of service would only be paid for a maximum of 192 hours). Employees shall receive no other compensation in lieu of taking such vacation leave.

23.3 Use of Vacation Leave

- (a) Vacation leave may be taken in segments of not less than one (1) hour.
- (b) Use of vacation leave must be approved in advance by the Police Chief or designee.

23.4 Payment at Separation

Upon separation from employment in good standing, employees will be paid for vacation leave accrued and not taken at the employee’s regular hourly rate of pay.

23.5 Selection of Vacation Dates

- (a) Employees may submit requests for vacation dates for each calendar year between November 1 and November 15 of the preceding calendar year. Employees may request any number of multiple day requests (one week periods that may include regularly scheduled days off and holidays within the week period) and not more than four (4) single day requests. Requests that are submitted within that period shall be reviewed and approved based on the employee's rank seniority. In the event two (2) unit members have the same rank seniority, Department seniority as a sworn officer will determine priority.
- (b) Requests for vacation dates that are submitted after November 15 shall be reviewed and approved on a first come, first serve basis.
- (c) If the Chief or his designee determines it to be necessary or appropriate under the circumstances, he may extend the period of vacation sign-up for a reasonable period of time.

23.6 Vacation Bidding

- (a) Officers/corporals/detectives who miss their sign-up period may sign-up at their earliest opportunity, however no bumping will be allowed.
- (b) All bids are subject to approval by the Chief or his designee. Approval shall not be unreasonably withheld provided that staffing requirements are met.
- (c) All vacations are subject to cancellation by the Chief or his designee for good cause or for operational necessity. Vacations may also be cancelled as a result of a sergeant's transfer between divisions if vacations have already been scheduled in the Division receiving the transfer. Where possible, vacations cancelled for this reason shall be rescheduled consistent with the vacation schedule of the receiving Division.

ARTICLE 24 **INSURANCE**

24.1 Life Insurance

Employees are eligible for life insurance coverage in an amount equal to the employee's base annual salary, at no cost to the employee.

24.2 Health Insurance

The Employer will pay 100% of the cost of the basic HRA, for each individual employee.

24.3 Dental Insurance

The Employer will pay 100% of the dental insurance plan for each individual employees.

24.4 Employer Approved Employee Assistance Program

Employees are eligible to use the services of an Employee Assistance Program selected by the Employer. The Employer agrees to bear the full cost for employees use of the program. Upon ratification of this agreement, the Chief or his designee shall schedule training for all employees on utilization of the program. Training shall be scheduled with the Department of Human Resources and Risk Management.

24.5 The Employer reserves the right to modify all insurance plans (life, health, dental and EAP provided to its employees, and if such changes are made as to general employees they shall also be applicable to bargaining unit employees. The Employer will notify the Association of any changes in the insurance plans provided to the employee prior to implementation of the change and in sufficient time to afford the Association a reasonable opportunity to review the proposed modifications and provide input to the Employer about the proposed modifications.

24.6 The Employer shall contribute \$50.00 per month to each employee who is enrolled in a supplemental benefit plan offered by the Employer.

24.7 Retiree Use of City Health Clinic

Any unit member who retires while on the City health insurance plan (and their dependents who were also on the City health insurance plan at the time of the unit member's retirement) may continue to use the City health clinic until the retiree or dependent becomes eligible for Medicare, or obtains health care coverage with another employer. However, dependents who were not on the City health insurance plan at the time of the unit member's retirement cannot use the City health clinic.

ARTICLE 25
PAY FOR WORKING HIGHER POSITION

25.1 In the absence or vacancy of a supervisory position for an extended period of time exceeding fifteen (15) calendar days, the Chief of Police or City Manager may authorize the placement of another employee into the position in an acting role.

25.2 Employees authorized to temporarily fill a supervisory position for more than fifteen (15) calendar days, as authorized by section 25.1, shall be paid a premium of five percent (5%) of his regular pay, or the minimum rate of pay for the higher ranking position (whichever is higher) for all the time worked in the supervisory position.

ARTICLE 26
COURTESY OFFICER

26.1 Unit members may voluntarily accept and be employed as a courtesy officer (outside employment that is not paid by or through the City where the employee is compensated with in-kind services such as a rent discount for living in an apartment complex in order to provide security services). Such employment shall be subject to the approval of the Employer, and is subject to the rules and regulations applicable to secondary employment as set out in General Order 109 (Off-Duty Employment/Special Events/Escorts), including any amendments that may be made. Provided that the Employer will provide the ~~FOP PBA~~ with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

26.2 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the value of the in kind compensation earned by police officers as courtesy officers must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue work as courtesy officers for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to continue work as a courtesy officer pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new courtesy officer assignments.

ARTICLE 27
USE OF DEPARTMENT VEHICLES

27.1

- (a) Any employee must either live within the City limits, or if outside the City limits, within thirty (30) air miles of the Kissimmee Police Department (8 North Stewart Avenue, Kissimmee, Florida) to be eligible for, or permitted to retain, an assigned take-home vehicle in accord with General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendments or successors thereto). No one who resides more than thirty (30) air miles of the Kissimmee Police Department is eligible for, or will be permitted to retain, an assigned take-home vehicle. No employee shall be eligible for, or permitted to retain, an assigned take-home vehicle until successful completion of the FTO program. For purposes of this article, "City limits" shall also include any enclave which is totally enclosed within the City limits.
- (b) Police officers, corporals, and detectives who live outside the City limits, but within thirty (30) air miles of the Kissimmee Police Department, must reimburse the City for the use of the assigned take-home vehicle. Employees who live within the City limits are not required to reimburse the City for the use of the vehicle.
 - (i) Police officers, corporals, and detectives who live outside the City limits, but within fifteen (15) air miles of the Kissimmee Police Department, must reimburse the City \$10.00 per pay period for the use of the assigned take-home vehicle.
 - (ii) Police officers, corporals, and detectives who live outside the City limits, but within thirty (30) air miles of the Kissimmee Police Department, must reimburse the City \$20.00 per pay period for the use of the assigned take-home vehicle.
- (c) Employees are responsible for keeping the Department advised of their current address, and must notify the Department within forty eight (48) hours of any change of address.
- (d) If an assigned take-home vehicle is unavailable for use for a full pay period and a replacement vehicle is not available, upon request, the officer shall be reimbursed the amount deducted for that pay period.

27.2 The use of take-home vehicles shall be subject to all applicable rules and regulations of the City and the Department, including, but not limited to, General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendment or successors thereto), except to the extent that the provisions of this article supersede those provisions, or they are otherwise modified through the collective bargaining process. In particular, the personal use of take-home vehicles shall be limited to driving to and from work.

27.3 Any employee who is the subject of disciplinary action, who violates this Article, or the policy, rules, or regulations related to take-home vehicles, or who abuses either the take-home vehicle or the privilege of a take-home vehicle, may lose his take-home vehicle privilege. "Abuse" for the purpose of this article shall include, but not be limited to, off duty use of a take-home vehicle for any purpose other than driving to and from work. The decision to terminate an employee's take-home vehicle assignment pursuant to this section shall be made by the Chief, Deputy Chief, or other designee.

ARTICLE 28 PAY PLAN

28.1 Compensation

(a) Unit members who remain employed as of the date of ratification of this amended Agreement shall receive a five percent increase to their base pay (~~24%~~ COLA and ~~31%~~ merit) effective October 1, ~~2021~~2022. In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage increase indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

(b) The new pay ranges, effective October 1, ~~2021~~2022, shall be:

Rank	Minimum	Maximum
Officers	\$23.50/hr. (48,880.00) \$47,014.86 (\$22.60/hr)	35.57/hr/ (\$73,985.60) \$71,136.84 (\$34.20/hr)
Corporals	\$35.58/hr.(\$69,867.20) \$67,191.48 (\$32.30/hr)	\$39.20/hr.(\$81,536.00) \$78,393.12 (\$37.69/hr)

(c) Corporals

An officer who is promoted to corporal will start at five percent (5%) above his/her current base pay, or ~~\$67,191.48~~~~\$35.58/hr~~, whichever is higher, plus \$1.00 above the base pay of any potential subordinate.

(d) ~~One-time bonus~~

Unit members who remain employed as of the date of ratification of this amended Agreement shall receive a \$2,500 on-time bonus effective October 1, 2022.

~~28.2 Corporal's Salary Differential~~

~~—In accordance with the City's Administrative Rule and Regulation 13.15, amended September 2013, unit members promoted to the rank of corporal shall also be eligible for an adjustable Corporal's Salary Differential, should the newly promoted Corporal's salary be below the salary of potential subordinates.~~

28.23 Longevity Pay

Bargaining unit employees who have been employed for ten (10) years or longer as of December 1 and remain employed as of the date of ratification of this amended Agreement are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 – 14 years	\$300
15 – 19 years	\$400
20 – 24 years	\$500
25 + years	\$600

An employee must receive an effective level evaluation score or higher and have no disqualifying performance measures in order to receive the longevity bonus.

Grandfather Clause: Employees who have been continuously employed with the City longer than five (5) years as of December 1, 1999, and remain employed as of the date of ratification of this amended Agreement will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing nine (9) years of service. The employee must receive an effective level or higher evaluation score and have no disqualifying performance measures in order to receive the longevity bonus. The 1999 bonus level will continue unless the new plan level would increase their bonus amount.

Longer term employees receiving longevity pay based on more than two percent (2%) of their 1999 salary who remain employed as of the date of ratification of this amended Agreement will continue to receive that dollar amount unless the longevity pay under the new plan is greater.

28.43 Stand-By Pay

Employees who are required by the Employer to be on standby will receive stand-by pay at the rate of \$25.00 per day.

28.54 Shift Differential Pay

~~Uniformed Patrol Division Officers and K-9 Officers~~ Unit members who start their workday at 1600 hours or later will be paid a shift differential of \$1.00 per hour.

28.65 Performance Evaluation

The employer will evaluate all employees at least once a year. The Employer will develop performance evaluation forms for this purpose. The Employer may modify the forms used from time to time, and will provide a copy of the currently used form to the union.

The performance evaluations will be due to be completed by September

30 of each year. Performance evaluations may be appealed through the chain of command, starting with the officer or corporal's rater and proceeding through to the Police Chief, whose decision shall be final.

28.76 Recruitment Incentive

Bargaining unit members who successfully recruit officers will be given a \$500 incentive. The incentive will be paid \$250 at the time the applicant is employed by the Kissimmee Police Department, and \$250 when the applicant successfully completes the FTO program.

28.87 FTO Compensation

Unit members who are designated as Field Training Officers and who are actively training another unit member, shall receive \$35 per day as compensation for each day in which they perform FTO duties.

28.98 Career Advancement Program

The parties have agreed that the Career Advancement Program (CAP), previously General Order 113, will be replaced with General Order 113, Career Advancement Program (CAP), as revised August 1, 2016, with the following change to section 113.04.

499.04 Program Benefits: Bonuses are awarded at each level of the Career Advancement Program. The annual bonuses will be as follows:

a. Police Officer First Class:

- For the period October 1, ~~2017-2022~~, through September 30, ~~2018~~ 2023 an \$800 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements for this level.

b. Senior Police Officer:

~~-For the period October 1, 2017 through September 30, 2018, a \$2,000 bonus will be paid for successful completion of the program requirements for this level.~~

- For the period October 1, ~~2018-2022~~ through September 30, ~~2019~~ 2023, a bonus of \$1,600 will be paid for the successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

c. Master Police Officer

~~— For the period October 1, 2017 through September 30, 2018, a \$4,000 bonus will be paid for successful completions of the program requirement for this level~~

- For the period October 1, 2018-2022 through September 30, 2019 2023, a \$3,200 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

ARTICLE 29
REIMBURSEMENT FOR EDUCATION

Bargaining unit employees shall be entitled to reimbursement for tuition in accord with the established City policy. Requests for tuition reimbursement for college degree courses will need to be accompanied by a form to the City Manager justifying the applicability of coursework to the employee's current position with the City.

ARTICLE 30
WORKER'S COMPENSATION

30.1 Report of Injury

Employees are required to immediately report any work-related accident, injury, or illness to the immediate supervisor. The employee must fill out an accident report form provided by the employer, have it signed by his supervisor, and provide the form to the Human Resources & Risk Management Department within 24 hours or by 8:00 a.m. of the first business day after the accident, whichever is first. The employee's supervisor will assist in filling out and processing the report in the event that the employee is unable to do so because of his/her injury or illness.

30.2 Use of Leave Time to Supplement Workers Compensation

An employee who is unable to work because of a work-related injury or illness who is eligible for workers compensation shall be permitted to use his/her accrued vacation leave and/or accrued sick leave to make up the difference between the amount paid as the worker compensation insurance benefit and the amount that the employee would have received as regular wages.

30.3 Effect on Payroll Deduction Items

During the time that the employee is receiving workers compensation, the employee is responsible for paying for dependent medical coverage, dental insurance, Association dues and assessments, supplemental life and/or accident insurance, and all similar items that are normally paid through a payroll deduction.

30.4

- (a) While the employee is away from work as a result of a work-related illness or injury, the employee shall keep the Risk Management Department and the Police Chief (or Chief's designee) informed of his status, progress to recovery, and anticipated date of return to work.
- (b) Prior to returning the employee to work, the Employer shall require the employee to provide a certification from a physician stating that the employee is physically able to return to duty and noting any applicable restrictions on the abilities of the employee.
- (c) The City will attempt to accommodate an employee's need, as certified by a physician, for a light duty assignment upon return to work following a workers compensation injury or illness. There is no guarantee of a light duty assignment. Light duty assignments are based solely on availability of tasks due to an absence or vacancy in a position, a special project being undertaken, or some similar actual need of the Employer. Generally, light duty assignments are short term in duration, and employees may be required to work in a variety of light duty tasks before release to

full duty. Light duty assignments will be made on a case-by-case basis, taking into account the restrictions placed on the employee by the treating physician.

- (d) When an employee is offered a light duty assignment, the employee is required to either accept the assignment or use his accrued sick leave, vacation leave, and/or compensatory time during the time that the employee is away from work. The employee will not be eligible for workers compensation when he has refused to accept a light duty assignment.

30.5

- (a) The time incurred by an employee on leave due to a work-related injury or illness shall be counted as time incurred for Family & Medical Leave.
- (b) In the event that an employee is out of work due to a work-related injury or illness for a period of more than twelve weeks, the Police Chief and Human Resources Director may review the case to determine whether to hold the employee's job open. The Police Chief and Human Resources Director may further review the case on a monthly basis any time that the employee continues to be out of work. They shall consider whether the employee has reached maximum medical improvement (MMI), the employee's progress towards recovery, the operational needs of the Police Department, whether reasonable accommodations can be made that would allow the employee to return to duty, the employee's prior performance, evaluations, disciplinary notices, and any similar information that would lead to an informed decision. If the Police Chief and Human Resources Director decide that the employee should be terminated, and his position filled, they shall recommend such action to the City Manager and provide notice of the recommendation to the employee. The employee will be afforded at least ten (10) days to submit any information that he wishes the City Manager to consider in reviewing the matter. The City Manager shall make the final determination on the matter.

ARTICLE 31
PENSION PLAN

31.1 Bargaining unit employees shall continue to participate in the existing City of Kissimmee Police Pension Plan.

31.2 The Employer shall not be required to negotiate with the Association about any benefit or contribution changes that are mandated by state or other applicable law. This section applies only in those cases where the change that is proposed is mandatory, i.e., one that is required by law. It does not apply in cases where the change that is proposed is allowed for, but not required, by law.

ARTICLE 32
ALCOHOL AND SUBSTANCE ABUSE TEST

32.1 Definitions

- (a) "Drug abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, not pursuant to a lawful prescription. The term "drug abuse" also includes the commission of any act prohibited by Chapter 893, Florida Statutes.
- (b) "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.
- (c) "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.
- (d) "Reasonable suspicion" means an opinion, which a prudent person would form, based on observation and testimony from credible sources. Observation includes, but is not limited to, sensory facts (what a person, saw, heard, smelled, tasted, or touched). Objective factors that should be taken into consideration in determining reasonable belief are:
 - 1. The nature of the information;
 - 2. The reliability of the person or source providing the information;
 - 3. The extent of any confirmation; and,
 - 4. Any other factors contributing to the belief or the lack thereof.

Not all of these factors must exist to find reasonable suspicion, but all must be examined.

32.2 Circumstances When Testing May Be Required

The Employer may require an employee to submit to drug testing under any of the following circumstances:

- (a) Whenever two (2) managerial/supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the employee is abusing illegal drugs or alcohol and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public.

- (b) Whenever an employee is involved in an accident involving personal injury, loss or damage to Employer property, or a lost time accident.
- (c) Any time within one (1) year from the date of employment of a candidate who tests positive, is reconsidered for employment, and is subsequently employed by the Employer.
- (d) Any time within one (1) year after an employee has tested positive for the presence of illegal drugs or one (1) year after completing initial rehabilitation, whichever is later. (The rehabilitation counselor shall direct a letter to both the Employer and to the employee establishing the date on which rehabilitation was completed.)
- (e) As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL Testing", requires testing for alcohol as well as for controlled substances.)
- (f) On a random basis.

32.3 Testing Procedures

- (a) Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines, except as specifically amended herein.
- (b) The threshold level or cut-off limit and substances shall be as established by HHS and/or SAMHSA.
- (c) The SAMHSA certified tester shall utilize the following procedures to the extent that they are not inconsistent with the HHS Guidelines:
 1. The SAMHSA certified tester should submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required, and all collected specimens will be disposed.
 2. If the results of the initial test provided for in Section 32.3(c)1 are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. The Employer will not be notified about the initial positive result, until it has been confirmed as provided for in this section.

3. If the specimen provided is unsuitable for testing, or if the chain of custody is violated, the employee will be advised in writing of those circumstances and will be requested to provide another specimen for testing.
- (d) If the results of the second test for illegal drugs that is provided for in Section 32.3(c)2. is positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS Guidelines shall be followed for confirmation and notification of the employee and Employer. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, the Employer will reimburse the employee for the cost of the test.

32.4 Examination and Test

- (a) Except as provided in section 32.3(d), the Employer will pay the cost of any test required by Section 32.2. Provided, however, that in the case of alcohol testing conducted pursuant to Section 32.2(e), any employee who is subject to suspension or dismissal will be given the opportunity for an independent blood alcohol test conducted at the same time at his/her own expense.
- (b) Urine specimens required by this article will be obtained while the employee is on duty. The Employer may extend the employee's duty period for the purpose of drug testing.
- (c) Tests will be performed by a SAMHSA certified facility selected by the Employer.
- (d) Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the Employer. The Employer shall release relevant information contained in those records only to those Employer management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit the Employer from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.
- (e) The Employer will, unless prohibited by law, and as otherwise provided in this Agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing, which the Employer later determines have been refuted, will be destroyed. Test results shall be considered confidential medical records.

ARTICLE 33
LEAVE OF ABSENCE

33.1 Family and Medical Leave

The Employer agrees to comply with the requirements of the Family and Medical Leave Act, as amended from time to time.

Employees are required to substitute their accrued paid vacation leave, personal leave, or family leave for unpaid FMLA leave under this article to the extent that the employee has such paid leave time accrued. In addition, employees requesting leave for serious health conditions which prevent them from performing their jobs are required to substitute paid sick leave for unpaid leave to the extent that paid sick leave is available.

33.2 Military Leave

- (a) Leaves of absence and re-employment rights of employees fulfilling their military obligations (as draftees, volunteers, or reservists) shall be as contained in the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) Title 38, U.S.C. 4311, and other applicable state and federal laws, as the same may be amended from time to time.
- (b) Employees who request time off for military leave are required to apply for such leave. A copy of the military orders must accompany all such applications.
- (c) Employees are responsible for advising the Chief of Police or designee at the earliest possible time of the dates when they are scheduled for any training which conflicts with their normal work schedule.
- (d) Employees are required to provide a copy of their orders to the Chief of Police or designee not more than three (3) days after receiving them.

ARTICLE 34
FUNERAL LEAVE

34.1

Upon notification of the death of a member of the employee's immediate family, an employee shall be allowed to take up to three (3) days funeral leave (for a funeral in Florida) or up to five (5) days funeral leave (for a funeral out of state). If additional time is needed to attend the funeral or take care of other family needs following the death, the Chief of Police may authorize the employee to use additional days of accrued leave.

34.2 For the purposes of this article, immediate family is defined as the following relatives of the employee:

Spouse
Child (including stepchild)
Mother or Father (including stepmother, stepfather, mother-in-law, father-in-law)
Brother, stepbrother, half brother, brother-in-law
Sister, stepsister, half sister, sister-in-law
Grandparents
Grandchildren
Legal Guardian

34.3 The Employer may require an employee to furnish proof of the death and/or proof of the relationship to the deceased in order to obtain funeral leave.

34.4 The employee will notify his supervisor of the need to take funeral leave as soon as possible after the employee is notified of the death of his relative.

ARTICLE 35
GOOD STANDING

For the purposes of promotions and requests for transfer, employees will be considered to be “in good standing” when all of the following conditions are met:

- (a) The employee is not on disciplinary probation;
- (b) The employee has not more than 3 sustained disciplinary violations, or no more of any number of disciplinary violations totaling more than 40 hours suspension, within the past two years;
- (c) The employee has not been demoted within the past two years;
- (d) The employee has achieved a rating of “meets expectations” or higher on the most recent performance evaluation.

ARTICLE 36
SEVERABILITY

In the event that any article, section, or other provision of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The article, section, or provision found invalid, unlawful, or unenforceable shall be subject to renegotiation at the request of either party to this Agreement.

ARTICLE 37
TERM OF AGREEMENT

37.1 Except as otherwise expressly provided, this Agreement shall be effective upon ratification and shall continue in effect until September 30, 2024.

37.2 For the second and third year of this Agreement, beginning October 1, 2022, and October 1, 2023, the parties may reopen Article 28 and up to two (2) additional articles per party.

37.3 During the negotiations, which led up to the execution of this Agreement, each party had an unlimited right and opportunity to raise and bargain concerning any negotiable subject it desired. Accordingly, the parties agree that neither will be obligated to bargain further during the life of this Agreement concerning any matter referred to or covered by this Agreement, except as provided within the Agreement or by law, unless both parties mutually agree to do so.

SIGNATURE PAGE

In witness hereof, the parties have signed this agreement on this ____ day of _____, 202~~1~~².

FLORIDA STATE LODGE FRATERNAL
ORDER OF, INC.:

CITY OF KISSIMMEE:

~~Ned Golden~~

Negotiator

~~Stephen A. Micciche~~, Chief ~~Olga Sanchez de Fuentes~~

Chief Negotiator

Corporal Jeffrey Patanjo

Betty Holland, Deputy Police Chief

Officer Edward Diehl

Daniel M. Schad, Deputy Police Chief

Roxane Walton, Human Resources and Risk
Management, Director

Ratified by the City Commission this ____ day
of _____, 202~~1~~².

Olga Gonzalez
Mayor-Commissioner

~~Approved as to form and legality~~

~~Olga Sanchez de Fuentes~~
~~City Attorney~~

~~Date~~—

Appendix A

City of Kissimmee Police Department

COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE PROCEDURE FORM

NAME: _____

RANK/TITLE: _____

**STATEMENT OF CONTRACT ARTICLES WHICH GRIEVANT
CLAIMS WERE VIOLATED:**

STATEMENT OF GRIEVANCE:

REQUESTED RELIEF:

SIGNATURE OF GRIEVANT:

_____ DATE: _____

Step 1:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Lieutenant) Date

Step 2:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Captain) Date

Step 3:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Chief of Police) Date

Step 4:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (City Manager) Date

Step 5:

Presented to: _____ **on** _____
Name/City Manager Date

The Association requests arbitration of the grievance set forth above.

Signature (Association Representative) Date

APPENDIX B
Physical Fitness Program Physical Abilities Test

1. exiting a vehicle/opening a trunk;
2. running 220 yards;
3. completing an obstacle course;
4. dragging a 150 pound dummy;
5. obstacle course;
6. running 220 yards;
7. dry firing a weapon six times with each hand; and
8. placing items in a trunk/entering a vehicle.

Officers begin the PAT seated in an automobile with their seat belt on, their hands on the steering wheel at the ten and two o'clock positions. The trunk key is in the vehicle's closed glove compartment. A handgun and a baton are lying in the vehicle's closed trunk. Officers must complete the course in 4:21

Task 1:

Remove your hands from the steering wheel, unfasten the seat belt, open the glove compartment take the key out. Get out of the car and go to the trunk, (the glove box and door are left open) insert the key, unlock, and open the trunk. You must use the key to open the trunk.

Remove the handgun and baton from the trunk. Close the trunk, leaving the key in the lock. Move toward the chair. Place the handgun on the chair; keep the baton.

Task 2:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 3:

Enter the obstacle course. Climb over a 40" wall. Run ten feet. Jump over three hurdles (24", 12", and 18") spaced five feet apart. Run ten feet and enter the serpentine. Run through 9 pylons placed in a single row, 5' apart. Run ten feet toward the low crawl. Drop to the ground and crawl eight feet under a 27" open-air barrier. Drop the baton beside the last low-crawl pylon.

You must stop and repeat any portion of the obstacle course, if you knock over a hurdle or pylon.

Task 4:

Stand up and sprint 50'. Grab the 150-pound dummy and drag it 100' on a grass surface.

Task 5:

Drop the dummy and sprint 50' toward the pylons. Drop into a low crawl and pick up the baton. Enter the obstacle course in reverse. Low crawl eight feet under a 27" high open-air barrier. Stand up and run ten feet toward the serpentine. Run in a serpentine manner through nine

pylons placed in a single row, five feet apart. Run ten feet and jump over three hurdles (18", 12", and 24"). Run ten feet. Climb over the 40" wall.

Task 6:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 7:

Pick up the handgun. Assume a proper firing position and fire six rounds using dominant hand. Fire six rounds with the supporting hand. Count the rounds out loud.

Task 8:

Run to the trunk, turn the key, and open the trunk. Place the weapon and baton inside the trunk. Close the trunk and remove the key from the lock. Run to the driver's side door and enter the vehicle. Close the door, place the key in the glove compartment, and close it. Securely fasten your seat belt. Place your hands on the steering wheel at ten o'clock and two o'clock positions.

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KISSIMMEE, FLORIDA

And

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Sergeants (Cert #1356)

October 1, 2021 to September 30, 2024 *

TABLE OF CONTENTS

	Preamble	4
1	Recognition	5
2	Fair Practices	6
3	Dues Deductions	7
4	Management Rights	8
5	Association Representatives	10
6	Services to the Association	12
7	Labor Management Committee	13
8	No Strike	14
9	Employee Rights in Internal Investigations and Other Interviews and Inquiries	15
10	Hours of Work and Overtime	16
11	FTO Training Squad	19
12	Grievance and Arbitration Procedure	20
13	Seniority and Layoff	23
14	Off Duty Police Details	25
15	Awards	27
16	Personnel Records	28
17	Statements Following Use of Deadly Force Incidents	29
18	Physical Fitness Program	30
19	Holidays	31
20	Sick Leave	33
21	Employee Rights and Obligations in Legal Actions	35
22	Reimbursements	36
23	Vacation Leave	37
24	Insurance	39
25	Pay for Working Higher Position	40
26	Courtesy Officer	41
27	Use of Department Vehicles.	42

28	Pay Plan	43
29	Reimbursement for Education.	45
30	Workers Compensation	46
31	Pension Plan	48
32	Alcohol and Substance Abuse Test	49
33	Leave of Absence	52
34	Funeral Leave.	53
35	Good Standing	54
36	Severability	55
37	Term of Agreement.	56
	Signature Page	57
	Appendix A Grievance Form Sergeants.	58
	Appendix B Physical Fitness Program Physical Abilities Test	61

PREAMBLE

This Agreement is entered into by and between the City of Kissimmee, Florida (the Employer), and **Florida State Lodge Fraternal Order of Police, Inc. (FOP)** for the purpose of promoting harmonious relations between the Employer and its employees, to establish an orderly and prompt procedure for the resolution of grievances, and to set forth the full agreement between the parties concerning wages, hours of work, and other terms and conditions of employment.

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 1
RECOGNITION

The Employer recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the following bargaining units:

Supervisory unit described in PERC certification No. 2011(August 19, 2021):

Included: All fulltime Police Sergeants, except the Professional Standards (Internal Affairs) Sergeant, employed by the City of Kissimmee.

Excluded: The Police Chief, Deputy Chiefs, Police Captains, Police Lieutenants, Internal Affairs Sergeant, Police Officers, Detectives, Corporals, Telecommunicators, and all other employees of the City of Kissimmee.

ARTICLE 2
FAIR PRACTICES

2.1 The Employer and the Association agree not to interfere with the rights of employees to become members or to refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Association against any employee because of Association membership or non-membership.

2.2 The Employer and the Association agree not to discriminate against or harass any employee because of age, race, creed, sex, marital status, national origin, disability, or any other status or criteria protected by Federal or State anti-discrimination laws. Provided that grievances brought under this subsection may be pursued up to step 4 (City Manager decision level). Any claim of unlawful discrimination or harassment that is not resolved by the City Manager or designee at Step 4 of the grievance procedure may be filed with an appropriate court or administrative agency having jurisdiction to resolve the complaint, but shall not be subject to the arbitration procedure set forth in this agreement.

ARTICLE 3

DUES DEDUCTIONS

3.1 Any member of the Association who has submitted a properly executed written dues deduction authorization to the City Manager or his designee, may have his membership dues in the Association deducted from his pay. Dues so deducted shall be transmitted to the Association monthly, accompanied by a list of those employees' names whose dues are included. It shall be the responsibility of the Association to notify the City Manager, or his designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Employer be required to deduct Association fines, penalties, or special assessments from the pay of any member. An employee may revoke his authorization for dues deduction upon thirty (30) days written notice to the Employer and the Association.

3.2 In the event that an employee has not earned enough money in a given pay period to allow the Employer to make all deductions authorized by the employee, the Employer will make deductions in the following order:

First, required tax and social security and medicare deductions;

Second, legally required child support payments;

Third, deductions for medical coverage, pension benefits, and other employee benefit programs,

Fourth, Association dues.

In the event that an employee's authorized dues are not deducted because of a shortage in the amount of the employee's pay, the Employer will notify the Association, and the Association will be responsible for collecting the dues that were not deducted.

3.3 The Association agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages, or causes of action of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Association dues. The term officials as used herein includes elected and appointed officials.

3.4 For purposes of this Article, the parties recognize that workers' compensation payments are not paid through the City, and the City will not be responsible for deducting or collecting association dues from workers' compensation payments paid to Association members.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Association recognizes that, except to the extent that the Employer has agreed otherwise by the express terms of this Agreement, the Employer retains all the rights and the authority it has previously exercised in the delivery of law enforcement services to the citizens of the City of Kissimmee and in the organization and direction of the public employees who provide such services. Nothing in this Agreement shall be deemed to constitute an undertaking by the Employer to guarantee the continuation of any job, operation, or portion thereof, currently performed by unit employees. Nothing in this Agreement shall be deemed a guarantee of employment to any unit employee.

4.2 Subject to the express terms of this Agreement and in accordance with Section 447.209, Florida Statutes, the Employer retains the exclusive right and authority to:

- (a) Make and change reasonable rules and regulations;
- (b) Determine the basis for selection, retention, and promotion of employees to or for positions outside the bargaining unit;
- (c) Determine the basis for selection of employees to or for positions within the bargaining unit;
- (d) Determine the qualifications for employees and the contents of job classifications;
- (e) Determine the work assignments of employees;
- (f) Change or eliminate existing work procedures and equipment utilization;
- (g) Transfer, subcontract, or eliminate work, including work performed by bargaining unit members;
- (h) Schedule and reschedule working hours, starting and quitting times for employees in the bargaining unit;
- (i) Establish and enforce quality and quantity standards and judgment of workmanship required;
- (j) Determine and control all use of equipment by employees for personal purposes;
- (k) Determine services to be rendered;
- (l) Determine the locations of business activities including the establishment of new ones and the relocation and/or closing of existing ones.

4.3 It is further agreed that the above detailed enumerations of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

4.4 The Association recognizes and agrees that the Employer retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights, provided that said management rights are not in conflict with the terms of this Agreement; and specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the City of Kissimmee or in any way abridging or reducing such authority.

4.5 The Association agrees, in recognition of management's rights, not to request the Employer to bargain with respect to the foregoing during the life of this Agreement. However, should decisions on the above matters have the practical consequence of violating the terms and conditions contained in this agreement, the exercise of such management rights shall not preclude employees or the Association from raising grievances. Furthermore, nothing in this article is intended to prevent the Association or Employer from raising issues during the term of this contract that were not previously considered by either party at the bargaining table.

4.6 The Employer recognizes that if decisions on the matters listed in section 4.2 have a direct and substantial impact on the wages, hours, or terms and conditions of employment of bargaining unit employees, the Association has the right as provided by law to bargain regarding the impact of such decisions prior to the implementation of such decisions.

ARTICLE 5
ASSOCIATION REPRESENTATIVES

5.1 Association Time Pool

- (a) Employees may donate accrued vacation and accrued compensatory time to an Association time pool. Employees wishing to donate time to the Association time pool will be required to complete and submit quarterly forms for that purpose, as furnished by the Employer.
- (b) Time donated to the Association time pool will be credited and charged on an hour for hour basis.
- (c) Members of the Association bargaining team, and other employees designated by the Kissimmee FOP Representative, are authorized to use the time pool as provided herein. The Kissimmee FOP Representative must authorize any use of the Association time pool.
- (d) Employees wishing to take time away from their scheduled work to use Association pool time shall request leave in advance, following the normal procedures for vacation leave requests.
- (e) Employees using Association pool time are responsible for accurately reporting pool time actually used.

5.2 The Employer agrees to recognize two (2) Association representatives, and Association Staff Representatives appointed by the Association, whose duties shall be to process grievances from members of the bargaining unit, and from time to time bring to the attention of the Chief conditions of mutual concern. The Association will notify the Employer, in writing, of the names of the designated representatives.

5.3 The Employer agrees to allow the Association representatives and staff representatives who are designated in paragraph 5.2 reasonable access, to the Police Department to attend grievance meetings and arbitration hearings, and to attend meetings at the request of management.

5.4 Time to Conduct Association Business

- (a) The Association agrees to conduct Association business outside of normal working hours to the maximum extent possible in order to minimize potential disruption of the work of unit employees.
- (b) The Association representatives referred to in paragraph 5.2 will be permitted to use a reasonable amount of official duty time, without loss of pay or benefits, for the following purposes:

1. To represent a bargaining unit employee or act as the Association representative during a grievance meeting with Employer representatives as provided for by the grievance procedure;
 2. To consult with management officials or attend meetings with management when requested to do so by management;
 3. To be present at any questioning of a bargaining unit employee by a representative of the Employer in connection with an investigation of the employee when the employee reasonably believes that the questioning may result in disciplinary action and the employee requests Association representation.
- (c) When it is necessary for an Association representative to meet with an employee or take time away from his duties as an employee of the City of Kissimmee for any other reason not provided for in subsection 5.4(b), the Association representative (and the employee, if another employee is involved) shall schedule time for such meetings or other tasks after work hours except in cases of emergencies that cannot be postponed. If the Association representative needs to take time during the regular work day to investigate a grievance, or to attend to other Association business, use of the time pool is authorized as provided in paragraph 5.2. The necessary time may also be taken as vacation leave or leave without pay, subject to the approval of the supervisor(s) of the employee and representative, which approval shall not be unreasonably withheld. The supervisor(s) are not required to approve the requested leave if either employee is needed on the job for work, which due to public safety or operational needs cannot be postponed.

5.5 If the Association is taking a grievance to arbitration without the attendance of legal counsel at the hearing, the Association may designate one Association representative to participate as a representative in the arbitration hearing, but not as a spectator. In the event that the hearing is held on a day when the designated Association representative is scheduled to work, he will be permitted to take time off without loss of pay to attend the hearing.

5.6 The Employer will permit designated representatives of the Association, whether state, regional, or local, to have reasonable access to the premises of the Employer to conduct Association business, with prior written approval of the Chief, or his designee, if such visits will not disrupt routine operations. Requests for access pursuant to this provision shall be made in writing to the Chief, and shall designate the general purpose of the proposed meeting or visit, the date, time, and nature of the access requested. For the purpose of this paragraph, Association business shall not include political activities.

5.7 One local representative of the Association may be permitted to take accrued vacation leave or compensatory time, or take time off without pay, to attend functions of the Association up to seven (7) days per year. Requests to take leave or time off under this provision shall be subject to the operational needs of the Department and must be approved in advance by the Chief of Police.

ARTICLE 6
SERVICES TO THE ASSOCIATION

6.1 The Employer agrees to furnish the Association, copies of all City and police department rules and regulations. The Employer shall provide the Association with copies of all proposed revisions to City and Police Department Policies affecting wages, hours, or other terms and conditions of employment of bargaining unit employees in advance of the time that such revisions are implemented.

6.2 The Employer agrees to furnish the Association copies of public documents lawfully requested by the Association at a cost in accordance with Section 119.07, Florida Statutes.

6.3 The Employer agrees to furnish wall space not to exceed 36" by 48" for an Association purchased glass enclosed bulletin board to be located in the off going room. The bulletin board will be consistent in style with the existing bulletin board that is in the off going room. The Association will notify the Employer of the name of the designated representative responsible for maintaining the bulletin board. The Association bulletin board shall be used only for the following notices:

- a. Recreational and social affairs of the Association
- b. Association meetings
- c. Association elections
- d. Reports of Association Committees
- e. Association benefit programs

Notices shall not contain any political advertisements, or anything reflecting adversely on the City, or any of its employees, and no material, notices, or announcements, which violate the provisions of this Article, shall be posted.

Notices shall be submitted to the Chief or his designee for approval before posting, and shall bear the signature of the Association President or his authorized representative and the Chief of Police or his designee before being posted. The Chief of Police shall not unreasonably withhold approval of the posting of such materials.

6.4 The Employer will provide the Association on an annual basis, a complete roster of the bargaining unit including name, rank, business e-mail address, business telephone number, present assignment, and base salary expressed as an hourly rate and annual rate, subject to rounding.

ARTICLE 7
LABOR MANAGEMENT COMMITTEE

7.1 Upon ratification of this agreement, a Labor Management Committee shall be formed. The purpose of this committee shall be to discuss problems and objectives of mutual concern including equipment and safety issues. The Labor Management Committee shall be advisory in nature, shall not be a substitute for collective bargaining and shall not address issues involving grievances.

7.2 The Committee shall be composed of not more than two (2) designated representatives of the Employer and not more than two (2) designated representatives of the Association.

7.3 Meetings shall be scheduled at the request of either party, but not more frequently than once a month.

7.4 All reasonable attempts will be made by the parties to conduct the meetings on an agenda basis. An agenda shall be posted, listing items to be discussed by the parties, not less than twenty-four (24) hours prior to the scheduled meeting. Requests for discussion of specific items should be submitted to the committee forty-eight (48) hours prior to the scheduled meeting time.

7.5 One member of the Committee shall be designated as Secretary, for purposes of recording all matters discussed at the meetings. Minutes will be posted on the department bulletin board.

ARTICLE 8
NO STRIKE

8.1 There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failures or refusals to perform assigned work by the employees or the Association and there will be no lockouts by the Employer for the duration of this Agreement. The Association supports the Employer fully in maintaining normal operations.

8.2 Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the Employer in accordance with the provisions of Chapter 447, Part II, Florida Statutes.

8.3 It is understood and agreed that in the event of any violation of this section, the Employer or the Association shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the Employer or the Association shall not be responsible for any act alleged to constitute a breach of this section if neither the Association nor the Employer nor any of their officers or agents instigated, authorized, condoned, sanctioned, or ratified such action.

ARTICLE 9
EMPLOYEE RIGHTS IN INTERNAL INVESTIGATIONS AND OTHER INTERVIEWS
AND INQUIRIES

9.1 **Internal Investigations** -- To insure that all internal investigations are conducted by the Employer in a manner conducive to good order and discipline meanwhile protecting the individual rights of each employee, the parties agree that such investigations shall be conducted in full compliance with the requirements of the Law Enforcement Officer's Bill of Rights, Chapter 112.532 et.seq., Florida Statutes, as it may be amended from time to time. However, the parties agree that if the Law Enforcement Officer's Bill of Rights is amended following the effective date of this agreement, the amended version shall govern any investigations. In addition to complying with the Bill of Rights requirements, the following procedures will be observed in internal investigations:

- (a) Except in the case of an emergency, as determined by management, the employee will be afforded at least forty eight (48) hours notice or a mutually agreed upon time and granted the opportunity to notify his Association representative prior to questioning in an internal affairs investigation. Nothing in this section is to be construed as a limitation on the ability of the employer to require the employee to provide general information following a use of deadly force incident, as set out in Article 17.
- (b) If it is known that the employee is being interviewed as a witness only, the employee will be so informed, provided that this will not prevent the employee from being later subjected to an internal affairs investigation if information becomes available that indicates the employee is not merely a witness.

9.2 **Weingarten Right** -- In all cases where an employee is to be interviewed or required to respond to a written inquiry concerning an alleged violation of the Department's rules or regulations, which, if proven, may result in loss of pay or position or in some other disciplinary measure, including an oral or written reprimand, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the Association (who may be an attorney) before being interviewed. The Association representative may be present during the questioning. Where the Association representative is not immediately available and conditions permit, the interview will be postponed for a reasonable period of time. Provided that no interview need be postponed for more than forty eight (48) hours because of unavailability of an Association representative; however, should the Employer determine to proceed with the interview, the employee shall be permitted to select a fellow employee to witness and advise him during the interview. Nothing in this section shall prevent the Employer and Association Representative from agreeing on a time outside the forty eight (48) hour schedule period. This section shall not apply to Article 17.

9.3 If an employee is under arrest or likely to be, i.e., if he is a suspect in a criminal investigation, he shall be given his rights pursuant to the law.

9.4 Complaints from citizens which are determined to be unfounded or not sustained will not be inserted in an employee's personnel file.

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Scheduling

- (a) Bargaining unit employees will be assigned by the Employer to one of the following work schedules:

- 8 hours per day
- 10 hours per day
- 11.5 hours per day

Employees working these schedules will be eligible for overtime pay after working 80 hours in a two week work period.

- (b) The Employer shall determine the number of employees to be assigned to each of the above work schedules, and to each squad/shift.
- (c) If the Employer elects to change the work schedule of an employee or group of employees, the employer will first ask for volunteers, except in cases of emergency or when operational needs require specific employees be selected. In cases where volunteers are used, if there are not enough volunteers for the change, the employer may require employees with the lowest seniority to accept the schedule change. If there are more volunteers than needed, the employer will select the volunteer(s) with the highest seniority.
- (d) Except as provided for in section (c) the Employer shall determine which employees are to be assigned to each squad/shift, and the starting and quitting time of each employee on the squad/shift. This includes, but is not limited to, the right of the Employer to adjust an employee's starting or quitting time within a workweek in order to minimize overtime pay. Example: If an employee works 2 hours overtime one day, the Employer may direct the employee to come in two hours later than usual or quit two hours earlier than usual on another day later in the week. The Patrol shift bidding procedure will take place between October 1 and October 15. The new shift schedule will run from the first full pay period in January through the last pay period in December. Unit members, in the sergeant's rank, with the highest seniority, shall be given preference in shift/squad selections. Provided, however, that notwithstanding this preference, management retains the right to balance the experience level and expertise on each shift/squad.
- (e) The Employer will notify the affected employee(s) at least seventy-two (72) hours in advance of any changes in the employee's regular work schedule, including standby duty and overtime assignments, except in cases of emergency, or when such adjustments are made to minimize overtime pay, or when operational needs do not allow time for notification.

(f) **Meal Periods**

All bargaining unit members will have one 30 minute paid meal break per shift. In addition to the meal breaks, all bargaining unit employees are entitled to two (2) fifteen (15) minute breaks per shift. With prior supervisory approval, unit members will be allowed to combine the two break periods into one period. Neither the meal period nor the breaks will occur within the first or last hour of the shift unless approved by a supervisor.

10.2 Overtime Pay

- (a) Employees will be paid overtime in accordance with this Agreement and consistent with the Fair Labor Standards Act, as the same may be amended from time to time. The Employer has the right to designate an extended work cycle as provided for in the Fair Labor Standards Act in determining when overtime compensation is due, and to change the designated work cycle from time to time as allowed by the Fair Labor Standards Act. However, no permanent changes or extensions of the work cycle will be made without first offering the FOP the opportunity to negotiate the change or extension.
- (b) For work performed outside the regular work schedule to be considered as time worked for purposes of overtime pay calculation, the employee must be told or permitted to work in advance by a supervisor (higher ranking officer). No employee may authorize overtime for himself.
- (c) Overtime will be compensated by overtime pay calculated at a rate of one and one-half of the employee's regular rate of pay for overtime worked.
- (d) The Employer and the employee may agree that the employee can earn compensatory leave at the rate of one and one-half hours leave for each hour of overtime worked, in lieu of overtime pay.
- (e) Employees may only accrue unused compensatory leave up to a maximum of 240 hours. When an employee accrues the maximum permissible compensatory leave, the employee shall be paid for all overtime hours in excess of the maximum at the rate of one and one-half times the employee's current rate of pay. The Employer can require an employee to use accrued compensatory leave; provided the employee is given at least 72 hours advance notice.
- (f) Time spent on vacation leave, compensatory time, and court time shall be considered as hours worked for purposes of overtime calculation. Time spent on sick leave and funeral leave is not considered as hours worked for purposes of overtime calculation.

10.3 Scheduling Overtime

The Employer has the right to require any employee to work overtime, and to schedule overtime as needed. Upon request, the Employer will make reasonable efforts to relieve an employee

from the requirement to work overtime when the employee has a valid reason for not working the overtime and when there is another qualified employee who performs the work on a reasonable basis available and willing to work the overtime.

10.4 Legal Proceedings

The parties recognize that as part of their duties, police officers are required to respond to subpoenas, attend depositions, and testify in court. When such duties occur at a time when the officer is not scheduled to be at work, the Employer will make arrangements to either release the employee from work at a later time during the same work cycle, or compensate the employee (with pay or compensatory time) for a minimum of two (2) hours or the actual time spent in such activities, whichever is greater. An employee ordered to report for duty two (2) hours or less prior to his normal starting time shall not be entitled to the two (2) hours minimum pay but will be paid for the actual hours worked at the appropriate rate. If an officer is required to hold over, this will be considered an extension of the shift.

10.5 Shift Exchanges for Training and Education

Upon application to the appropriate captain, shift exchanges, for the purpose of attendance at approved police training courses, and college courses, will be arranged, provided:

- (a) It does not interfere with the regular and efficient operations of the Department;
- (b) A fellow officer of like rank and experience volunteers for the exchange;
- (c) It is requested and approved sufficiently in advance so as not to work a hardship on either the officer or the Employer;
- (d) No overtime pay results from the exchange;
- (e) For purposes of this section, the college courses must be those which are pre-approved and part of the City's tuition reimbursement program.

10.6 A unit member who is called back to work on off-duty hours shall be paid overtime as long as he has worked the number of required hours as defined in section 10.1(a). A minimum of two (2) hours of work is guaranteed in such cases. Occasions such as training classes, attention to administrative duties, or business meetings, are not eligible for call back pay. No employee may be called to perform work during off-duty hours without the prior authorization of the supervisor, Deputy Chief, Chief, or City Manager.

ARTICLE 11
FTO TRAINING SQUAD

Unit members who are qualified to be Field Training Officers shall be furnished with an insignia designating the member as an FTO.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURE

12.1 In a mutual effort to promote harmonious working relations between the parties of the Agreement that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement.

12.2 A grievance shall be defined as a dispute concerning the interpretation or application of the specific terms of this Agreement.

12.3

- (a) When the grievant is directly supervised by a Captain, the grievance shall be presented directly at Step 2.
- (b) Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, the Association shall be allowed to submit the grievance in its own name on behalf of the affected employees (Class Action), and the grievance shall be presented directly at Step 3 of the Grievance Procedure within the same time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or by the Association representative or counsel on the employees' behalf.

12.4 All grievances must be processed within the time limits provided in the Grievance Procedure unless extended by mutual agreement of the parties in writing. Any grievance not presented by the grievant within the applicable time limits shall be deemed abandoned. Any grievance not answered by management within the time limits provided in the Grievance Procedure shall be determined to be denied and shall be advanced to the next available step of the Grievance Procedure, unless an extension of time for an answer is mutually agreed to in writing.

12.5 Grievances shall be processed in accordance with the following procedures:

Step 1. The aggrieved employee shall reduce to writing on the standard form (attached as Appendix A) provided for this purpose and present such written grievance to his Lieutenant within ten (10) calendar days of the occurrence which gave rise to the grievance. The Lieutenant shall meet with the employee and the Association representative and/or counsel, if the employee wishes his assistance, within seven (7) calendar days of the date the grievance is presented. The Lieutenant shall attempt to adjust the matter and/or respond to the employee within seven (7) calendar days from the date of the meeting.

Step 2. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Captain (or designee) within seven (7) calendar days from the date of the Lieutenant's response at Step 1 (or the time the sergeant's response was due in Step 1, if the Lieutenant has not responded to the grievance). The Captain (or

designee) shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Captain (or designee) shall respond in writing within seven (7) calendar days from the date of the meeting.

- Step 3.** If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, or the Association in the case of a class action grievance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Chief of Police or his designee within seven (7) calendar days from the date of the supervisor's step 2 response (or the time the supervisor's response was due in Step 2 if the supervisor has not responded to the grievance). The Chief of Police or his designee shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Chief of Police or his designee shall respond in writing within seven (7) calendar days from the date of the meeting.
- Step 4.** If the grievance has not been satisfactorily resolved in Step 3, the employee or the Association in the case of a class action grievance, may present a written appeal to the City Manager, within ten (10) calendar days from the date of the response at Step 3 (or from the time the response was due in Step 3 if no response is provided). The City Manager shall meet with the employee and the Association representative within ten (10) calendar days. The City Manager shall respond in writing within fifteen (15) calendar days from the date of the meeting.
- Step 5.** If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure the Association may submit for arbitration in writing to the office of the City Manager no later than thirty (30) calendar days after the date of the City Manager's response (or from the date that the City Manager's response is due in Step 4 if no response is provided). The parties to this Agreement will mutually agree, or attempt to, on an independent arbitrator. If this cannot be done, one will be selected, by striking, from a list mutually requested from the Federal Mediation and Conciliation Service.

12.6 Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article:

- (a) The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and terms of the Agreement and shall be made in writing, and shall be final and binding on all parties. The arbitrator will have the exclusive authority to rule on the arbitrability of issue(s) brought before him in the event that one or both parties have raised the issue of arbitrability.
- (b) It is contemplated that the Employer and the Association shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing, and if this

is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance as presented in Step 4 of the Grievance Procedure. To provide the arbitrator with a better understanding of the grievance at issue, the Association may provide a more definite statement of the issue to be decided in lieu of the written statement of grievance as presented at Step 4 so long as any such statement is limited to those issues presented in grievance steps 1 through 4. The Association may not use a more definite statement to raise issues that the Employer has not previously had the opportunity to resolve during the grievance process, or that the grievant or Association has not raised in a timely manner.

- (c) Copies of the award of the arbitrator, made in accordance with the jurisdictional authority conferred under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding upon both parties.
- (d) Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear its cost, unless otherwise agreed.
- (e) The parties agree to an Expedited Arbitration Procedure in every case unless one, or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the FMCS Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript.

ARTICLE 13
SENIORITY AND LAYOFF

13.1 Seniority

- (a) Agency seniority shall be determined by continuous full-time employment with the Police Department, excluding temporary, emergency, provisional, and part-time regular employment. In the event that two or more employees have the same length of service with the City, lot will determine the seniority of those employees.

Rank seniority means continuous full-time service with the Police Department in the rank of sergeant from date of the most recent appointment. Upon demotion from lieutenant to sergeant and from sergeant to corporal, rank seniority shall commence on the effective date of the demotion.

- (b) The conditions under which an employee shall lose seniority are:
1. Resignation;
 2. Discharge;
 3. Retirement;
 4. Demotion.
- (c) The Employer shall maintain and post a current seniority list in the Police Department, which shall be updated annually. The list shall be used whenever called for by the specific provisions of this Agreement. The employer will mail the current seniority list to the Association by October 30 of each year, and within 5 business days of request.

13.2 Filling of Vacancies

- (a) For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position, as determined by management.
- (b) When employees are applying to fill a vacancy for a bargaining unit position, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications, as defined in Section 13.2(a), among competing employees are equal, seniority shall be the basis of selection.

13.3 Lay-off and Work Force Adjustment

- (a) Whenever it becomes necessary to lay off an employee or group of employees due to lack of work, employees will be laid off in inverse order of their rank seniority. Should it become necessary to lay off supervisory personnel, the affected personnel shall be allowed to return to the closest rank previously held below their current rank

and, notwithstanding Section 13.1(a), they shall revert to the level of seniority held in that rank prior to promotion.

- (b) Recall of laid off employees will be based upon the needs of the agency and this subsection. Recall of laid off employees within each rank will be based upon rank seniority in reverse order of the layoff. No promotions will be made until those unit members who took a voluntary demotion in lieu of layoff, and those supervisory employees who were laid off, are offered a return to their previous rank.
- (c) In order to be eligible for recall, the employee must have maintained his certification, and keep the Employer advised of his current address. Employees shall be recalled by written notification by certified mail return receipt requested to their last known address. Recalled employees shall notify the Employer if they desire to return to work, within five (5) days of receipt of the recall notice and must return to work within twenty one (21) days from receipt of recall notice.
- (d) The Employer is only required to recall an employee to the classification that he previously held in a permanent position. If an employee refuses a job with the Employer in any classification in which he was previously employed by the Employer, the employee shall lose all further recall rights.
- (e) An employee will be kept on the callback list for one (1) year from the date of the employee's layoff. After this period, the Employer will no longer be obligated to recall the employee.
- (f) Probationary employees have no right to recall under this provision.
- (g) In the event a sergeant is laid off, that sergeant will have bumping rights into this bargaining unit, based upon City-wide seniority.

13.4 An employee's seniority shall only entitle the employee to the rights expressly provided for in this Agreement.

ARTICLE 14
OFF-DUTY POLICE DETAILS

14.1 Employees may voluntarily accept and be employed by a private business (or others) who desire law enforcement type services (special detail employment), subject to the approval of the Employer, and under the rules and regulations applicable to such assignments as set out in General Order 109 (Off-Duty Employment/Special Events/ Escorts), including any amendments that may be made. Provided that the Employer will provide the FOP with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

14.2 The Employer shall post all requests for law enforcement related off-duty employment. Unit members shall be allowed to sign up for the details with the most senior unit member (regardless of the bargaining unit) being awarded the detail.

14.3

- (a) Sergeants who work special detail employment will be paid a minimum of \$50.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (b) Sergeants who work special detail employment on Holidays listed in Article 19, Easter and New Year's Eve will be paid a minimum of \$59.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (c) Unit member supervisors who are working a special detail assignment as a supervisor (as required by the employer), shall be paid an additional \$5.00 per hour above the rates listed in this subsection.
- (d) The new rates will take not take effect until ninety (90) days after ratification in order to allow vendors to receive notice of and budget for the new rates.
- (e) Sergeants working City Permitted Details, defined as a detail for which the City has issued a permit and an entity other than the City pays unit members for detail coverage not covered on the City overtime list will be paid at the hourly rate of \$50.00. The City will retain \$7 of that amount as an administrative fee.
- (f) Effective March 18, 2022, unit members working City-Sponsored Event Details defined herein as a detail for which the City pays unit members for detail coverage, will be paid the greater of the unit member's overtime rate or \$43.00 per hour. The City will not retain an administrative fee for City-Sponsored Event Details.
- (g) The Supervisor position(s) for City Permitted Details and details on the City overtime list shall be filled by unit member supervisors prior to the officer positions being filled by unit member supervisors.

14.4 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the compensation earned by sergeants at special detail employment must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue special detail employment for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to do special detail work pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new special detail employment assignments.

ARTICLE 15
AWARDS

The Employer will endeavor to provide a formal system of awards for various degrees of outstanding service, as set forth in Department Recognition and Awards Program, as it may be amended from time to time.

ARTICLE 16
PERSONNEL RECORDS

16.1 Employees shall have the right to include in their personnel records written responses, or refutations (including witness statements) of any material that the employee considers detrimental.

16.2 Once a year, upon request by the employee, an employee shall have the right to receive copies of those documents that have been placed in his personnel file in the past year at no cost to the employee.

16.3 The City shall maintain one official personnel file for each employee, which shall be maintained in the Office of Human Resources and Risk Management. Duplicate personnel files may be maintained in the Police Department. Such duplicate personnel files may contain all or part of the items filed in the official personnel file. If any disciplinary materials are placed in an employee's personnel file, a copy will be provided to the employee. The employee has the right to respond to any such disciplinary material, and his response will be attached to the file copy. An employee has the right to review his own official personnel file and duplicate personnel file at any reasonable time under the supervision of a representative of the City or Police Department.

16.4 Information describing the nature of an employee's prior disciplinary offense(s), the date(s), and the discipline imposed, may be used in a termination proceeding, regardless of the age of the discipline.

16.5 Any disciplinary action that is appealed shall be marked with its final disposition.

ARTICLE 17
STATEMENTS FOLLOWING USE OF DEADLY FORCE INCIDENTS

17.1 Except as provided for in section 17.2, the employer agrees that it will not normally require any sergeant to make any sworn or recorded statements (either oral or written) about a use of deadly force incident until after the sergeant has been afforded a reasonable time to confer with his counsel and/or Association representative and review any and all bodycam footage. For purposes of this section, a reasonable period of time shall generally be considered up to six (6) hours from the time of the use of deadly force incident.

- 17.2 (a) Sergeants involved in use of deadly force incidents are required to provide general information to supervisors, coworkers, and other law enforcement officials immediately after the event in order to allow the Department to meet its obligations to protect the public, protect other law enforcement officials, and investigate the events surrounding the incident. The general information that must be provided to the City Attorney under this subsection includes, but is not limited to, the sequence of events leading up to the use of force incident, and similar information needed to protect the public and other law enforcement officials, and to begin processing the crime scene, and commence an investigation of the incident.
- (b) The employer may not require the employee to provide the general information referred to in subsection 17.2(a) in a sworn statement prior to conferring with counsel except where there is a clear and present need to obtain the information in a sworn format in order to obtain a search warrant, an arrest warrant, or take other action to commence the criminal investigation of the activities of persons other than the sergeant.

ARTICLE 18
PHYSICAL FITNESS PROGRAM

18.1 The City of Kissimmee will establish a voluntary physical fitness program for bargaining unit members to ensure members maintain a reasonable level of physical fitness necessary to safely and efficiently perform their assigned duties. Those participating in this voluntary program will be required to PASS the established standards during the spring and fall of each year. (The Department shall schedule two tests during the spring and fall.) Those who successfully PASS the established standards in both spring and fall will receive bonus compensation in the amount of \$300.00 during the month of December. In exceptional circumstances, as determined by the Employer, the Chief of Police may grant a unit member permission to take the test on a day other than that already scheduled. Participants in this voluntary program are not eligible to participate in the City's Wellness Program.

18.2 The City shall adopt the Florida Department of Law Enforcement's (FDLE) Physical Abilities Test (PAT) (REV. 10/16/06), modified as reflected in Appendix B which is attached to and made a part of this Agreement, and the pass/fail methodology within the FDLE's test.

18.3 Bargaining unit members may take the physical fitness test while on duty provided that doing so will not result in entitlement to overtime pay or interfere with the requirements of their duty assignment.

ARTICLE 19 **HOLIDAYS**

19.1 Authorized Holidays

The following are recognized holidays:

New Years' Day
Martin Luther King's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

Any additional holidays not listed but approved by the City Commission for non-bargaining unit city employees, shall automatically apply to unit members as well.

- (b) Shift employees shall observe holidays on the day that they occur.
- (c) Non-shift employees shall observe holidays on the day that they occur, except that when a holiday listed above falls on a Saturday, the preceding Friday shall be designated as the official holiday for that year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.
- (d) Employees may be required to work on the holidays listed in this section (including days observed as holidays for non-shift employees).
- (e) With the exception of Patrol Squads and K-9 units, employees who are normally assigned to four (4) 10-hour shifts per week may be assigned to work four (4) 8-hour shifts during a week in which a holiday occurs. On the fifth day, the employee will be paid for eight (8) hours of holiday pay at the employee's regular rate of pay.
- (f) Any employee who is scheduled to work either the day before or after the holiday who fails to report to work on those days as scheduled will not be paid for the holiday, unless the employee was off on approved paid leave.

19.2 Employees Who Work On the Holiday

- (a) Employees who work on the holiday will be paid 1.5 times their normal rate of pay for all hours worked, and will also have a choice of one of the following:
 - (1) Employee will be paid for eight (8) hours of holiday leave; or

- (2) Employee will accrue eight (8) hours of holiday leave to be used at a later date. Any leave accrued under this provision will be accrued as of the date of the holiday and must be used by the end of the calendar year. Any leave not used by the end of the calendar year will be forfeited.
- (b) Under no circumstances will hours paid or accrued under subsections 19.2(a)(1) or 19.2(a)(2) be counted as hours worked for the purposes of overtime.

19.3 Employees Who Do Not Work On the Holiday

- (a) Employees who do not work on the holiday will be paid for eight (8) hours at their normal rate of pay.
- (b) Under no circumstances will hours paid under this provision be counted as hours worked for the purposes of overtime

19.4 Additional Holiday Leave

In addition to the recognized holidays, each employee shall accrue sixty-four (64) hours of additional holiday leave time on January 1st of each year. Employees hired after January 1 shall accrue additional holiday leave as of their date of hire on a pro-rated basis. Employees are eligible to take additional holiday leave any time within the calendar year, subject to advance approval by the employee's supervisor. Additional holiday leave cannot be accumulated from one calendar year to the next or liquidated for cash. If an employee does not take additional holiday leave by the end of the calendar year, it is forfeited.

19.5 CID and Traffic Homicide personnel who are on standby for the pay period in which a holiday falls (limit of 2 for CID and 1 for Traffic Homicide) will be paid time and one half for call back hours during that two week pay period as long as 1) they do not call in sick for any hours in that payroll period; and 2) those standby hours are approved by the Chief or his designee. In the event that a major event occurs, and the standby personnel require the assistance of other detectives during a holiday week, those personnel called out will also be paid time and one half for the call back hours as long as 1) they do not call in sick for any hours in that payroll period; and 2) those call back hours are approved by the Chief or his designee.

ARTICLE 20
SICK LEAVE

20.1 Sick Leave Accrual

- (a) Employees shall accrue sick leave at the rate of eight (8) hours per month.
- (b) Employees may accrue up to 480 hours of sick leave.

20.2 Use of Sick Leave

Employees may use sick leave under the following circumstances:

- (a) When the employee is not able to work due to the employee's personal illness, pregnancy, or non-occupational injury;
- (b) When the employee is not able to work because of the need to attend to a child or spouse who is ill;
- (c) When the employee is responsible for the care of a member of the immediate family who has a serious illness. (For the purposes of this article, immediate family is defined as the employee's spouse, mother, father, sister, brother, half-sister, half-brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, legal guardian, and grandchildren.);
- (d) When the employee or his child has an appointment with a physician or dentist.

20.3 Authorization for Sick Leave

- (a) To be eligible for sick leave, an employee must notify his supervisor of his inability to report for work as soon as possible, and no later than thirty (30) minutes prior to the beginning of the employee's normal workday. An employee will not be paid sick leave for any day that the employee fails to timely notify the supervisor of his intended absence. An employee must notify his supervisor each day of absence due to use of sick leave, unless the nature of the illness or injury resulting in the use of sick leave is expected to cause the employee to be absent more than three (3) workdays, in which case the expected duration of the absence will be communicated to the supervisor. Employees, who are absent for more than one workweek, shall notify their supervisor of their status at least once each week.
- (b) The Employer is responsible for authorizing sick leave in every instance and may verify that the reasons for use of sick leave are valid and in accordance with this article.
- (c) The Chief of Police may require any employee who is absent for three (3) or more consecutive days to provide a medical certificate verifying that the employee was

absent due to an illness or injury of the employee or his immediate family, that the employee is medically able to return to duty, and whether there are any work restrictions on the employee upon his return to work.

- 20.4 (a) The Employer may require the employee to submit a statement from the attending physician estimating the expected duration of the illness or injury, when an employee is expected to be absent for more than five (5) working days for the same illness.
- (b) The Employer may require a medical certificate signed by a licensed physician to substantiate a sick leave request for:
1. Any period of absence due to illness of three or more consecutive working days;
 2. Sick leave of any duration if the employee in question has demonstrated a habitual or recurrent pattern of absence from duty and has been warned that a certificate would be required as a result.
- (c) The employee is responsible for paying any costs associated with obtaining the medical certificate required by this section.

20.5 Refund of vacation time will not be allowed for an illness incurred while on vacation leave.

20.6 Medical Leave buy-back in accordance with City of Kissimmee Policy.

20.7 Under no circumstances will sick time use be permitted for elective cosmetic surgeries not specifically covered in the City of Kissimmee healthcare provider agreement; however, it will apply to non-elective eye surgery.

ARTICLE 21
EMPLOYEE RIGHTS AND OBLIGATIONS IN LEGAL ACTIONS

21.1 Notice of Legal Action

Employees will promptly deliver to the Employer all legal papers or notices of intent to bring suit served upon or otherwise delivered to them related to lawsuits brought against the employee for actions of the employee while on duty.

21.2 Employer Defense of Employee

The Employer will defend an employee in any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the employee, provided such act or omission arises out of and is in the scope of his employment and function. The Employer is not obligated to defend an employee who has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. If the Employer elects not to represent an employee, it shall notify the employee of such decision in writing as soon as practicable after the decision to grant or deny coverage is made.

ARTICLE 22
REIMBURSEMENTS

22.1 Mileage

Employees who are authorized to use their own vehicles in the performance of their official employment duties will be compensated at the rate set by the City Commission for all City employees.

22.2 Clothing Allowance

- (a) Employees assigned to the Major Crimes or Property Crimes Units and Internal Affairs will be paid a clothing allowance of \$1,250.00 per fiscal year. Employees who are newly assigned to CID or Internal Affairs may obtain an advance of the next quarterly payment.
- (b) Employees assigned to a federal, state or local task force full-time, regardless of which Division they are assigned to, will be paid a clothing allowance of \$625.00 per fiscal year. Employees assigned on a part-time basis to a federal, state or local task force will not be entitled to a clothing allowance.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure.

22.3 Shoe Allowance

- (a) Employees will be given \$150.00 each fiscal year to purchase uniform shoes (or in the case of unit members in CID, one pair of dress shoes). This provision does not apply to employees assigned to the motorcycle unit.
- (b) Employees assigned to the motorcycle unit will be provided a shoe allowance of up to \$200.00, when approved by and at intervals approved by the Division Lieutenant or Captain.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure. All shoes must meet the minimum specifications set by the Department after consideration of recommendations from the Labor Management Committee.

ARTICLE 23
VACATION LEAVE

23.1 Eligibility

- (a) All sergeants will be allowed vacation leave in accord with the provisions of this article.
- (b) Probationary employees will accrue vacation leave monthly from their initial date of hire, but are not authorized to use the accrued leave until they have completed six months of service.

23.2 Accrual

- (a) Vacation leave shall be accrued on the following schedule:

Years of Continuous Service w/City	Hours Accrued Per Month
Initial hire through 5-year anniversary	6.66 hours (totaling 10 days per year)
6th year through 10th anniversary	8.0 hours (totaling 12 days per year)
11th year through 15th anniversary	10.0 hours (totaling 15 days per year)
16th year through 20th anniversary	11.33 hours (totaling 17 days per year)
After 20 years or more	13.33 hours (totaling 20 days per year)

- (b) Maximum Accrual – Employees may accrue up to three (3) times the employee’s current annual accrual rate. However, in the event that an employee leaves City employment, he will only be eligible for payment for a maximum of two (2) times the employee’s current annual accrual rate (e.g., an employee with 8 years of service would only be paid for a maximum of 192 hours). Employees shall receive no other compensation in lieu of taking such vacation leave.

23.3 Use of Vacation Leave

- (a) Vacation leave may be taken in segments of not less than one (1) hour.
- (b) Use of vacation leave must be approved in advance by the Police Chief or designee.

23.4 Payment at Separation

Upon separation from employment in good standing, employees will be paid for vacation leave accrued and not taken at the employee’s regular hourly rate of pay.

23.5 Selection of Vacation Dates

- (a) Employees may submit requests for vacation dates for each calendar year between November 1 and November 15 of the preceding calendar year. Employees may request any number of multiple day requests (one week periods that may include regularly scheduled days off and holidays within the week period) and not more than four (4) single day requests. Requests that are submitted within that period shall be reviewed and approved based on the employee's rank seniority. In the event two (2) unit members have the same rank seniority, Department seniority as a sworn officer will determine priority.
- (b) Requests for vacation dates that are submitted after November 15 shall be reviewed and approved on a first come, first serve basis.
- (c) If the Chief or his designee determines it to be necessary or appropriate under the circumstances, he may extend the period of vacation sign-up for a reasonable period of time.

23.6 Vacation Bidding

- (a) Sergeants who miss their sign-up period may sign-up at their earliest opportunity, however no bumping will be allowed.
- (b) All bids are subject to approval by the Chief or his designee. Approval shall not be unreasonably withheld provided that staffing requirements are met.
- (c) All vacations are subject to cancellation by the Chief or his designee for good cause or for operational necessity. Vacations may also be cancelled as a result of a sergeant's transfer between divisions if vacations have already been scheduled in the Division receiving the transfer. Where possible, vacations cancelled for this reason shall be rescheduled consistent with the vacation schedule of the receiving Division.

ARTICLE 24 **INSURANCE**

24.1 Life Insurance

Employees are eligible for life insurance coverage in an amount equal to the employee's base annual salary, at no cost to the employee.

24.2 Health Insurance

The Employer will pay 100% of the cost of the basic HRA, for each individual employee.

24.3 Dental Insurance

The Employer will pay 100% of the dental insurance plan for each individual employees.

24.4 Employer Approved Employee Assistance Program

Employees are eligible to use the services of an Employee Assistance Program selected by the Employer. The Employer agrees to bear the full cost for employees use of the program. Upon ratification of this agreement, the Chief or his designee shall schedule training for all employees on utilization of the program. Training shall be scheduled with the Department of Human Resources and Risk Management.

24.5 The Employer reserves the right to modify all insurance plans (life, health, dental and EAP provided to its employees, and if such changes are made as to general employees they shall also be applicable to bargaining unit employees. The Employer will notify the Association of any changes in the insurance plans provided to the employee prior to implementation of the change and in sufficient time to afford the Association a reasonable opportunity to review the proposed modifications and provide input to the Employer about the proposed modifications.

24.6 The Employer shall contribute \$50.00 per month to each employee who is enrolled in a supplemental benefit plan offered by the Employer.

24.7 Retiree Use of City Health Clinic

Any unit member who retires while on the City health insurance plan (and their dependents who were also on the City health insurance plan at the time of the unit member's retirement) may continue to use the City health clinic until the retiree or dependent becomes eligible for Medicare, or obtains health care coverage with another employer. However, dependents who were not on the City health insurance plan at the time of the unit member's retirement cannot use the City health clinic.

ARTICLE 25
PAY FOR WORKING HIGHER POSITION

25.1 In the absence or vacancy of a supervisory position for an extended period of time exceeding fifteen (15) calendar days, the Chief of Police or City Manager may authorize the placement of another employee into the position in an acting role.

25.2 Employees authorized to temporarily fill a supervisory position for more than fifteen (15) calendar days, as authorized by section 25.1, shall be paid a premium of five percent (5%) of his regular pay, or the minimum rate of pay for the higher ranking position (whichever is higher) for all the time worked in the supervisory position.

ARTICLE 26
COURTESY OFFICER

26.1 Unit members may voluntarily accept and be employed as a courtesy officer (outside employment that is not paid by or through the City where the employee is compensated with in-kind services such as a rent discount for living in an apartment complex in order to provide security services). Such employment shall be subject to the approval of the Employer, and is subject to the rules and regulations applicable to secondary employment as set out in General Order 109 (Off-Duty Employment/Special Events/Escorts), including any amendments that may be made. Provided that the Employer will provide the FOP with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

26.2 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the value of the in kind compensation earned by police officers as courtesy officers must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue work as courtesy officers for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to continue work as a courtesy officer pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new courtesy officer assignments.

ARTICLE 27
USE OF DEPARTMENT VEHICLES

27.1

- (a) Any employee must either live within the City limits, or if outside the City limits, within thirty (30) air miles of the Kissimmee Police Department (8 North Stewart Avenue, Kissimmee, Florida) to be eligible for, or permitted to retain, an assigned take-home vehicle in accord with General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendments or successors thereto). No one who resides more than thirty (30) air miles of the Kissimmee Police Department is eligible for, or will be permitted to retain, an assigned take-home vehicle. For purposes of this article, "City limits" shall also include any enclave which is totally enclosed within the City limits.
- (b) Sergeants are not required to reimburse the City for the use of the assigned take-home vehicle.
- (c) Employees are responsible for keeping the Department advised of their current address and must notify the Department within forty eight (48) hours of any change of address.

27.2 The use of take-home vehicles shall be subject to all applicable rules and regulations of the City and the Department, including, but not limited to, General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendment or successors thereto), except to the extent that the provisions of this article supersede those provisions, or they are otherwise modified through the collective bargaining process. In particular, the personal use of take-home vehicles shall be limited to driving to and from work.

27.3 Any employee who is the subject of disciplinary action, who violates this Article, or the policy, rules, or regulations related to take-home vehicles, or who abuses either the take-home vehicle or the privilege of a take-home vehicle, may lose his take-home vehicle privilege. "Abuse" for the purpose of this article shall include, but not be limited to, off duty use of a take-home vehicle for any purpose other than driving to and from work. The decision to terminate an employee's take-home vehicle assignment pursuant to this section shall be made by the Chief, Deputy Chief, or other designee.

ARTICLE 28
PAY PLAN

28.1 Compensation

(a) Unit members who remain employed as of the date of ratification of this amended Agreement shall receive a five percent increase to their base pay (4% COLA and 1% merit), effective October 1, 2022.

In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage increase indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

(b) The new pay ranges, effective October 1, 2022, shall be:

Rank	Minimum	Maximum
Sergeants	\$81,556.80 (\$39.21/hr.)	\$98,072.00 (\$47.15/hr.)

(c) Sergeants

A corporal who is promoted to sergeant will start at five percent (5%) above his/her current base pay, or \$81,556.80 (\$39.21/hr.) whichever is higher, plus \$1.00 above the base pay of any potential subordinate.

(d) One-Time Bonus

Unit members who are employed as of the date of ratification of this amended agreement through October 1, 2022, shall receive a \$2,500 on-time bonus effective October 1, 2022.

28.3 Longevity Pay

Bargaining unit employees who have been employed for ten (10) years or longer as of December 1 and remain employed as of the date of ratification of this amended Agreement are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 – 14 years	\$300
15 – 19 years	\$400
20 – 24 years	\$500
25 + years	\$600

An employee must receive an effective level evaluation score or higher and have no disqualifying performance measures in order to receive the longevity bonus.

Grandfather Clause: Employees who have been continuously employed with the City longer than five (5) years as of December 1, 1999 and remain employed as of the date of ratification of this amended Agreement will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing nine (9) years of service. The employee must receive an effective level or higher evaluation score and have no disqualifying performance measures in order to receive the longevity bonus. The 1999 bonus level will continue unless the new plan level would increase their bonus amount.

Longer term employees receiving longevity pay based on more than two percent (2%) of their 1999 salary who remain employed as of the date of ratification of this amended Agreement will continue to receive that dollar amount unless the longevity pay under the new plan is greater.

28.4 Stand-By Pay

Employees who are required by the Employer to be on standby will receive stand-by pay at the rate of \$25.00 per day.

28.5 Shift Differential Pay

Uniformed Patrol Division Sergeants and K-9 Sergeants who start their regular/normal workday at 1600 hours or later will be paid a shift differential of \$1.00 per hour.

28.6 Performance Evaluation

The employer will evaluate all employees at least once a year. The Employer will develop performance evaluation forms for this purpose. The Employer may modify the forms used from time to time and will provide a copy of the currently used form to the union.

The performance evaluations will be due to be completed by September 30 of each year. Performance evaluations may be appealed through the chain of command, starting with the sergeant's rater and proceeding through to the Police Chief, whose decision shall be final.

28.7 Recruitment Incentive

Bargaining unit members who successfully recruit officers will be given a \$500 incentive. The incentive will be paid \$250 at the time the applicant is employed by the Kissimmee Police Department, and \$250 when the applicant successfully completes the FTO program.

28.8 FTO Compensation

Unit members who are designated as Field Training Supervisors shall receive \$35 per day as compensation for each day in which they perform FTO duties.

ARTICLE 29
REIMBURSEMENT FOR EDUCATION

Bargaining unit employees shall be entitled to reimbursement for tuition in accord with the established City policy. Requests for tuition reimbursement for college degree courses will need to be accompanied by a form to the City Manager justifying the applicability of coursework to the employee's current position with the City.

ARTICLE 30
WORKER'S COMPENSATION

30.1 Report of Injury

Employees are required to immediately report any work-related accident, injury, or illness to the immediate supervisor. The employee must fill out an accident report form provided by the employer, have it signed by his supervisor, and provide the form to the Human Resources & Risk Management Department within 24 hours or by 8:00 a.m. of the first business day after the accident, whichever is first. The employee's supervisor will assist in filling out and processing the report in the event that the employee is unable to do so because of his/her injury or illness.

30.2 Use of Leave Time to Supplement Workers Compensation

An employee who is unable to work because of a work-related injury or illness who is eligible for workers' compensation shall be permitted to use his/her accrued vacation leave and/or accrued sick leave to make up the difference between the amount paid as the worker compensation insurance benefit and the amount that the employee would have received as regular wages.

30.3 Effect on Payroll Deduction Items

During the time that the employee is receiving workers' compensation, the employee is responsible for paying for dependent medical coverage, dental insurance, Association dues and assessments, supplemental life and/or accident insurance, and all similar items that are normally paid through a payroll deduction.

30.4

- (a) While the employee is away from work as a result of a work-related illness or injury, the employee shall keep the Risk Management Department and the Police Chief (or Chief's designee) informed of his status, progress to recovery, and anticipated date of return to work.
- (b) Prior to returning the employee to work, the Employer shall require the employee to provide a certification from a physician stating that the employee is physically able to return to duty and noting any applicable restrictions on the abilities of the employee.
- (c) The City will attempt to accommodate an employee's need, as certified by a physician, for a light duty assignment upon return to work following a workers' compensation injury or illness. There is no guarantee of a light duty assignment. Light duty assignments are based solely on availability of tasks due to an absence or vacancy in a position, a special project being undertaken, or some similar actual need of the Employer. Generally, light duty assignments are short term in duration, and employees may be required to work in a variety of light duty tasks before release to full duty. Light duty assignments will be made on a case-by-case basis, taking into account the restrictions placed on the employee by the treating physician.

- (d) When an employee is offered a light duty assignment, the employee is required to either accept the assignment or use his accrued sick leave, vacation leave, and/or compensatory time during the time that the employee is away from work. The employee will not be eligible for workers' compensation when he has refused to accept a light duty assignment.

30.5

- (a) The time incurred by an employee on leave due to a work-related injury or illness shall be counted as time incurred for Family & Medical Leave.
- (b) In the event that an employee is out of work due to a work-related injury or illness for a period of more than twelve weeks, the Police Chief and Human Resources Director may review the case to determine whether to hold the employee's job open. The Police Chief and Human Resources Director may further review the case on a monthly basis any time that the employee continues to be out of work. They shall consider whether the employee has reached maximum medical improvement (MMI), the employee's progress towards recovery, the operational needs of the Police Department, whether reasonable accommodations can be made that would allow the employee to return to duty, the employee's prior performance, evaluations, disciplinary notices, and any similar information that would lead to an informed decision. If the Police Chief and Human Resources Director decide that the employee should be terminated, and his position filled, they shall recommend such action to the City Manager and provide notice of the recommendation to the employee. The employee will be afforded at least ten (10) days to submit any information that he wishes the City Manager to consider in reviewing the matter. The City Manager shall make the final determination on the matter.

ARTICLE 31
PENSION PLAN

31.1 Bargaining unit employees shall continue to participate in the existing City of Kissimmee Police Pension Plan.

31.2 The Employer shall not be required to negotiate with the Association about any benefit or contribution changes that are mandated by state or other applicable law. This section applies only in those cases where the change that is proposed is mandatory, i.e., one that is required by law. It does not apply in cases where the change that is proposed is allowed for, but not required, by law.

ARTICLE 32
ALCOHOL AND SUBSTANCE ABUSE TEST

32.1 Definitions

- (a) "Drug abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, not pursuant to a lawful prescription. The term "drug abuse" also includes the commission of any act prohibited by Chapter 893, Florida Statutes.
- (b) "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.
- (c) "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.
- (d) "Reasonable suspicion" means an opinion, which a prudent person would form, based on observation and testimony from credible sources. Observation includes, but is not limited to, sensory facts (what a person, saw, heard, smelled, tasted, or touched). Objective factors that should be taken into consideration in determining reasonable belief are:
 - 1. The nature of the information;
 - 2. The reliability of the person or source providing the information;
 - 3. The extent of any confirmation; and,
 - 4. Any other factors contributing to the belief or the lack thereof.

Not all of these factors must exist to find reasonable suspicion, but all must be examined.

32.2 Circumstances When Testing May Be Required

The Employer may require an employee to submit to drug testing under any of the following circumstances:

- (a) Whenever two (2) managerial/supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the employee is abusing illegal drugs or alcohol and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public.
- (b) Whenever an employee is involved in an accident involving personal injury, loss or damage to Employer property, or a lost time accident.

- (c) Any time within one (1) year from the date of employment of a candidate who tests positive, is reconsidered for employment, and is subsequently employed by the Employer.
- (d) Any time within one (1) year after an employee has tested positive for the presence of illegal drugs or one (1) year after completing initial rehabilitation, whichever is later. (The rehabilitation counselor shall direct a letter to both the Employer and to the employee establishing the date on which rehabilitation was completed.)
- (e) As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL Testing", requires testing for alcohol as well as for controlled substances.)
- (f) On a random basis.

32.3 Testing Procedures

- (a) Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines, except as specifically amended herein.
- (b) The threshold level or cut-off limit and substances shall be as established by HHS and/or SAMHSA.
- (c) The SAMHSA certified tester shall utilize the following procedures to the extent that they are not inconsistent with the HHS Guidelines:
 1. The SAMHSA certified tester should submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed.
 2. If the results of the initial test provided for in Section 32.3(c)1 are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. The Employer will not be notified about the initial positive result, until it has been confirmed as provided for in this section.
 3. If the specimen provided is unsuitable for testing, or if the chain of custody is violated, the employee will be advised in writing of those circumstances and will be requested to provide another specimen for testing.
- (d) If the results of the second test for illegal drugs that is provided for in Section 32.3(c)2. is positive, as confirmed by a qualified (HHS Guidelines) medical review

officer (MRO), the HHS Guidelines shall be followed for confirmation and notification of the employee and Employer. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, the Employer will reimburse the employee for the cost of the test.

32.4 Examination and Test

- (a) Except as provided in section 32.3(d), the Employer will pay the cost of any test required by Section 32.2. Provided, however, that in the case of alcohol testing conducted pursuant to Section 32.2(e), any employee who is subject to suspension or dismissal will be given the opportunity for an independent blood alcohol test conducted at the same time at his/her own expense.
- (b) Urine specimens required by this article will be obtained while the employee is on duty. The Employer may extend the employee's duty period for the purpose of drug testing.
- (c) Tests will be performed by a SAMHSA certified facility selected by the Employer.
- (d) Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the Employer. The Employer shall release relevant information contained in those records only to those Employer management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit the Employer from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.
- (e) The Employer will, unless prohibited by law, and as otherwise provided in this Agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing, which the Employer later determines have been refuted, will be destroyed. Test results shall be considered confidential medical records.

ARTICLE 33
LEAVE OF ABSENCE

33.1 Family and Medical Leave

The Employer agrees to comply with the requirements of the Family and Medical Leave Act, as amended from time to time.

Employees are required to substitute their accrued paid vacation leave, personal leave, or family leave for unpaid FMLA leave under this article to the extent that the employee has such paid leave time accrued. In addition, employees requesting leave for serious health conditions which prevent them from performing their jobs are required to substitute paid sick leave for unpaid leave to the extent that paid sick leave is available.

33.2 Military Leave

- (a) Leaves of absence and re-employment rights of employees fulfilling their military obligations (as draftees, volunteers, or reservists) shall be as contained in the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) Title 38, U.S.C. 4311, and other applicable state and federal laws, as the same may be amended from time to time.
- (b) Employees who request time off for military leave are required to apply for such leave. A copy of the military orders must accompany all such applications.
- (c) Employees are responsible for advising the Chief of Police or designee at the earliest possible time of the dates when they are scheduled for any training which conflicts with their normal work schedule.
- (d) Employees are required to provide a copy of their orders to the Chief of Police or designee not more than three (3) days after receiving them.

ARTICLE 34
FUNERAL LEAVE

34.1

Upon notification of the death of a member of the employee's immediate family, an employee shall be allowed to take up to three (3) days funeral leave (for a funeral in Florida) or up to five (5) days funeral leave (for a funeral out of state). If additional time is needed to attend the funeral or take care of other family needs following the death, the Chief of Police may authorize the employee to use additional days of accrued leave.

34.2 For the purposes of this article, immediate family is defined as the following relatives of the employee:

- Spouse
- Child (including stepchild)
- Mother or Father (including stepmother, stepfather, mother-in-law, father-in-law)
- Brother, stepbrother, half brother, brother-in-law
- Sister, stepsister, half sister, sister-in-law
- Grandparents
- Grandchildren
- Legal Guardian

34.3 The Employer may require an employee to furnish proof of the death and/or proof of the relationship to the deceased in order to obtain funeral leave.

34.4 The employee will notify his supervisor of the need to take funeral leave as soon as possible after the employee is notified of the death of his relative.

ARTICLE 35
GOOD STANDING

For the purposes of promotions and requests for transfer, employees will be considered to be “in good standing” when all of the following conditions are met:

- (a) The employee is not on disciplinary probation;
- (b) The employee has not more than 3 sustained disciplinary violations, or no more of any number of disciplinary violations totaling more than 40 hours suspension, within the past two years;
- (c) The employee has not been demoted within the past two years;
- (d) The employee has achieved a rating of “meets expectations” or higher on the most recent performance evaluation.

ARTICLE 36
SEVERABILITY

In the event that any article, section, or other provision of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The article, section, or provision found invalid, unlawful, or unenforceable shall be subject to renegotiation at the request of either party to this Agreement.

ARTICLE 37
TERM OF AGREEMENT

37.1 Except as otherwise expressly provided, this Agreement shall be effective upon ratification and shall continue in effect until September 30, 2024.

37.2 For the second and third year of this Agreement, beginning October 1, 2022 and October 1, 2023, the parties may reopen Article 28 and up to two (2) additional articles per party.

37.3 During the negotiations, which led up to the execution of this Agreement, each party had an unlimited right and opportunity to raise and bargain concerning any negotiable subject it desired. Accordingly, the parties agree that neither will be obligated to bargain further during the life of this Agreement concerning any matter referred to or covered by this Agreement, except as provided within the Agreement or by law, unless both parties mutually agree to do so.

SIGNATURE PAGE

In witness hereof, the parties have signed this agreement on this ____ day of _____, 2022.

FLORIDA STATE LODGE FRATERNAL
ORDER OF, INC.:

CITY OF KISSIMMEE:

Ned Golden, Chief Negotiator

Olga Sanchez de Fuentes, Chief Negotiator

Sergeant Stacey Legel

Betty Holland, Deputy Police Chief

Sergeant Jinly Ortiz

Daniel M. Schad, Deputy Police Chief

Roxane Walton, Human Resources and Risk
Management, Director

Ratified by the City Commission this ____ day
of _____, 2022.

Olga Gonzalez
Mayor-Commissioner

Appendix A

City of Kissimmee Police Department

COLLECTIVE BARGAINING AGREEMENT

GRIEVANCE PROCEDURE FORM

SERGEANTS

NAME: _____

RANK/TITLE: _____

**STATEMENT OF CONTRACT ARTICLES WHICH GRIEVANT
CLAIMS WERE VIOLATED:**

STATEMENT OF GRIEVANCE:

REQUESTED RELIEF:

SIGNATURE OF GRIEVANT:

_____ DATE: _____

Step 1:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Lieutenant) Date

Step 2:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Captain) Date

Step 3:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Chief of Police) Date

Step 4:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (City Manager) Date

Step 5:

Presented to: _____ **on** _____
Name/City Manager Date

The Association requests arbitration of the grievance set forth above.

Signature (Association Representative) Date

APPENDIX B
Physical Fitness Program Physical Abilities Test

1. exiting a vehicle/opening a trunk;
2. running 220 yards;
3. completing an obstacle course;
4. dragging a 150 pound dummy;
5. obstacle course;
6. running 220 yards;
7. dry firing a weapon six times with each hand; and
8. placing items in a trunk/entering a vehicle.

Officers begin the PAT seated in an automobile with their seat belt on, their hands on the steering wheel at the ten and two o'clock positions. The trunk key is in the vehicle's closed glove compartment. A handgun and a baton are lying in the vehicle's closed trunk. Officers must complete the course in 4:21

Task 1:

Remove your hands from the steering wheel, unfasten the seat belt, open the glove compartment take the key out. Get out of the car and go to the trunk, (the glove box and door are left open) insert the key, unlock, and open the trunk. You must use the key to open the trunk.

Remove the handgun and baton from the trunk. Close the trunk, leaving the key in the lock. Move toward the chair. Place the handgun on the chair; keep the baton.

Task 2:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 3:

Enter the obstacle course. Climb over a 40" wall. Run ten feet. Jump over three hurdles (24", 12", and 18") spaced five feet apart. Run ten feet and enter the serpentine. Run through 9 pylons placed in a single row, 5' apart. Run ten feet toward the low crawl. Drop to the ground and crawl eight feet under a 27" open-air barrier. Drop the baton beside the last low-crawl pylon.

You must stop and repeat any portion of the obstacle course, if you knock over a hurdle or pylon.

Task 4:

Stand up and sprint 50'. Grab the 150-pound dummy and drag it 100' on a grass surface.

Task 5:

Drop the dummy and sprint 50' toward the pylons. Drop into a low crawl and pick up the baton. Enter the obstacle course in reverse. Low crawl eight feet under a 27" high open-air

barrier. Stand up and run ten feet toward the serpentine. Run in a serpentine manner through nine pylons placed in a single row, five feet apart. Run ten feet and jump over three hurdles (18", 12", and 24"). Run ten feet. Climb over the 40" wall.

Task 6:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 7:

Pick up the handgun. Assume a proper firing position and fire six rounds using dominant hand. Fire six rounds with the supporting hand. Count the rounds out loud.

Task 8:

Run to the trunk, turn the key, and open the trunk. Place the weapon and baton inside the trunk. Close the trunk and remove the key from the lock. Run to the driver's side door and enter the vehicle. Close the door, place the key in the glove compartment, and close it. Securely fasten your seat belt. Place your hands on the steering wheel at ten o'clock and two o'clock positions.

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KISSIMMEE, FLORIDA

And

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Police Officers, Corporals, and Detectives (Cert #1356)

October 1, 2021 to September 30, 2024 *

TABLE OF CONTENTS

	Preamble	4
1	Recognition	5
2	Fair Practices	6
3	Dues Deductions	7
4	Management Rights	8
5	Association Representatives	10
6	Services to the Association	12
7	Labor Management Committee	13
8	No Strike	14
9	Employee Rights in Internal Investigations and Other Interviews and Inquiries	15
10	Hours of Work and Overtime	16
11	FTO Training Squad	19
12	Grievance and Arbitration Procedure	20
13	Seniority and Layoff	23
14	Off Duty Police Details	25
15	Awards	27
16	Personnel Records	28
17	Statements Following Use of Deadly Force Incidents	29
18	Physical Fitness Program	30
19	Holidays	31
20	Sick Leave	33
21	Employee Rights and Obligations in Legal Actions	35
22	Reimbursements	36
23	Vacation Leave	37
24	Insurance	39
25	Pay for Working Higher Position	40
26	Courtesy Officer	41
27	Use of Department Vehicles.	42

28	Pay Plan	43
29	Reimbursement for Education.	45
30	Workers Compensation	46
31	Pension Plan	48
32	Alcohol and Substance Abuse Test	49
33	Leave of Absence	52
34	Funeral Leave.	53
35	Good Standing	54
36	Severability	55
37	Term of Agreement.	56
	Signature Page	57
	Appendix A Grievance Form Sergeants.	58
	Appendix B Physical Fitness Program Physical Abilities Test	61

PREAMBLE

This Agreement is entered into by and between the City of Kissimmee, Florida (the Employer), and **Florida State Lodge Fraternal Order of Police, Inc. (FOP)** for the purpose of promoting harmonious relations between the Employer and its employees, to establish an orderly and prompt procedure for the resolution of grievances, and to set forth the full agreement between the parties concerning wages, hours of work, and other terms and conditions of employment.

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 1
RECOGNITION

The Employer recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the following bargaining units:

Rank and File unit described in PERC certification No. ~~4937~~

Included: All fulltime certified police officers, and detectives, of the Kissimmee Police Department.

Excluded: The Police Chief, Deputy Chiefs, Police Captains, Police Lieutenants, Sergeants, Telecommunicators, and all other employees of the City of Kissimmee.

ARTICLE 2
FAIR PRACTICES

2.1 The Employer and the Association agree not to interfere with the rights of employees to become members or to refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Association against any employee because of Association membership or non-membership.

2.2 The Employer and the Association agree not to discriminate against or harass any employee because of age, race, creed, sex, marital status, national origin, disability, or any other status or criteria protected by Federal or State anti-discrimination laws. Provided that grievances brought under this subsection may be pursued up to step 4 (City Manager decision level). Any claim of unlawful discrimination or harassment that is not resolved by the City Manager or designee at Step 4 of the grievance procedure may be filed with an appropriate court or administrative agency having jurisdiction to resolve the complaint but shall not be subject to the arbitration procedure set forth in this agreement.

ARTICLE 3

DUES DEDUCTIONS

3.1 Any member of the Association who has submitted a properly executed written dues deduction authorization to the City Manager or his designee, may have his membership dues in the Association deducted from his pay. Dues so deducted shall be transmitted to the Association monthly, accompanied by a list of those employees' names whose dues are included. It shall be the responsibility of the Association to notify the City Manager, or his designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Employer be required to deduct Association fines, penalties, or special assessments from the pay of any member. An employee may revoke his authorization for dues deduction upon thirty (30) days written notice to the Employer and the Association.

3.2 In the event that an employee has not earned enough money in a given pay period to allow the Employer to make all deductions authorized by the employee, the Employer will make deductions in the following order:

First, required tax and social security and medicare deductions;

Second, legally required child support payments;

Third, deductions for medical coverage, pension benefits, and other employee benefit programs,

Fourth, Association dues.

In the event that an employee's authorized dues are not deducted because of a shortage in the amount of the employee's pay, the Employer will notify the Association, and the Association will be responsible for collecting the dues that were not deducted.

3.3 The Association agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages, or causes of action of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Association dues. The term officials as used herein includes elected and appointed officials.

3.4 For purposes of this Article, the parties recognize that workers' compensation payments are not paid through the City, and the City will not be responsible for deducting or collecting association dues from workers' compensation payments paid to Association members.

ARTICLE 4
MANAGEMENT RIGHTS

4.1 The Association recognizes that, except to the extent that the Employer has agreed otherwise by the express terms of this Agreement, the Employer retains all the rights and the authority it has previously exercised in the delivery of law enforcement services to the citizens of the City of Kissimmee and in the organization and direction of the public employees who provide such services. Nothing in this Agreement shall be deemed to constitute an undertaking by the Employer to guarantee the continuation of any job, operation, or portion thereof, currently performed by unit employees. Nothing in this Agreement shall be deemed a guarantee of employment to any unit employee.

4.2 Subject to the express terms of this Agreement and in accordance with Section 447.209, Florida Statutes, the Employer retains the exclusive right and authority to:

- (a) Make and change reasonable rules and regulations;
- (b) Determine the basis for selection, retention, and promotion of employees to or for positions outside the bargaining unit;
- (c) Determine the basis for selection of employees to or for positions within the bargaining unit;
- (d) Determine the qualifications for employees and the contents of job classifications;
- (e) Determine the work assignments of employees;
- (f) Change or eliminate existing work procedures and equipment utilization;
- (g) Transfer, subcontract, or eliminate work, including work performed by bargaining unit members;
- (h) Schedule and reschedule working hours, starting and quitting times for employees in the bargaining unit;
- (i) Establish and enforce quality and quantity standards and judgment of workmanship required;
- (j) Determine and control all use of equipment by employees for personal purposes;
- (k) Determine services to be rendered;
- (l) Determine the locations of business activities including the establishment of new ones and the relocation and/or closing of existing ones.

4.3 It is further agreed that the above detailed enumerations of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

4.4 The Association recognizes and agrees that the Employer retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights, provided that said management rights are not in conflict with the terms of this Agreement; and specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the City of Kissimmee or in any way abridging or reducing such authority.

4.5 The Association agrees, in recognition of management's rights, not to request the Employer to bargain with respect to the foregoing during the life of this Agreement. However, should decisions on the above matters have the practical consequence of violating the terms and conditions contained in this agreement, the exercise of such management rights shall not preclude employees or the Association from raising grievances. Furthermore, nothing in this article is intended to prevent the Association or Employer from raising issues during the term of this contract that were not previously considered by either party at the bargaining table.

4.6 The Employer recognizes that if decisions on the matters listed in section 4.2 have a direct and substantial impact on the wages, hours, or terms and conditions of employment of bargaining unit employees, the Association has the right as provided by law to bargain regarding the impact of such decisions prior to the implementation of such decisions.

ARTICLE 5
ASSOCIATION REPRESENTATIVES

5.1 Association Time Pool

- (a) Employees may donate accrued vacation and accrued compensatory time to an Association time pool. Employees wishing to donate time to the Association time pool will be required to complete and submit quarterly forms for that purpose, as furnished by the Employer.
- (b) Time donated to the Association time pool will be credited and charged on an hour for hour basis.
- (c) Members of the Association bargaining team, and other employees designated by the Kissimmee FOP Representative, are authorized to use the time pool as provided herein. The Kissimmee FOP Representative must authorize any use of the Association time pool.
- (d) Employees wishing to take time away from their scheduled work to use Association pool time shall request leave in advance, following the normal procedures for vacation leave requests.
- (e) Employees using Association pool time are responsible for accurately reporting pool time actually used.

5.2 The Employer agrees to recognize two (2) Association representatives, and Association Staff Representatives appointed by the Association, whose duties shall be to process grievances from members of the bargaining unit, and from time to time bring to the attention of the Chief conditions of mutual concern. The Association will notify the Employer, in writing, of the names of the designated representatives.

5.3 The Employer agrees to allow the Association representatives and staff representatives who are designated in paragraph 5.2 reasonable access, to the Police Department to attend grievance meetings and arbitration hearings, and to attend meetings at the request of management.

5.4 Time to Conduct Association Business

- (a) The Association agrees to conduct Association business outside of normal working hours to the maximum extent possible in order to minimize potential disruption of the work of unit employees.
- (b) The Association representatives referred to in paragraph 5.2 will be permitted to use a reasonable amount of official duty time, without loss of pay or benefits, for the following purposes:

1. To represent a bargaining unit employee or act as the Association representative during a grievance meeting with Employer representatives as provided for by the grievance procedure;
 2. To consult with management officials or attend meetings with management when requested to do so by management;
 3. To be present at any questioning of a bargaining unit employee by a representative of the Employer in connection with an investigation of the employee when the employee reasonably believes that the questioning may result in disciplinary action and the employee requests Association representation.
- (c) When it is necessary for an Association representative to meet with an employee or take time away from his duties as an employee of the City of Kissimmee for any other reason not provided for in subsection 5.4(b), the Association representative (and the employee, if another employee is involved) shall schedule time for such meetings or other tasks after work hours except in cases of emergencies that cannot be postponed. If the Association representative needs to take time during the regular work day to investigate a grievance, or to attend to other Association business, use of the time pool is authorized as provided in paragraph 5.2. The necessary time may also be taken as vacation leave or leave without pay, subject to the approval of the supervisor(s) of the employee and representative, which approval shall not be unreasonably withheld. The supervisor(s) are not required to approve the requested leave if either employee is needed on the job for work, which due to public safety or operational needs cannot be postponed.

5.5 If the Association is taking a grievance to arbitration without the attendance of legal counsel at the hearing, the Association may designate one Association representative to participate as a representative in the arbitration hearing, but not as a spectator. In the event that the hearing is held on a day when the designated Association representative is scheduled to work, he will be permitted to take time off without loss of pay to attend the hearing.

5.6 The Employer will permit designated representatives of the Association, whether state, regional, or local, to have reasonable access to the premises of the Employer to conduct Association business, with prior written approval of the Chief, or his designee, if such visits will not disrupt routine operations. Requests for access pursuant to this provision shall be made in writing to the Chief, and shall designate the general purpose of the proposed meeting or visit, the date, time, and nature of the access requested. For the purpose of this paragraph, Association business shall not include political activities.

5.7 One local representative of the Association may be permitted to take accrued vacation leave or compensatory time, or take time off without pay, to attend functions of the Association up to seven (7) days per year. Requests to take leave or time off under this provision shall be subject to the operational needs of the Department and must be approved in advance by the Chief of Police.

ARTICLE 6
SERVICES TO THE ASSOCIATION

6.1 The Employer agrees to furnish the Association, copies of all City and police department rules and regulations. The Employer shall provide the Association with copies of all proposed revisions to City and Police Department Policies affecting wages, hours, or other terms and conditions of employment of bargaining unit employees in advance of the time that such revisions are implemented.

6.2 The Employer agrees to furnish the Association copies of public documents lawfully requested by the Association at a cost in accordance with Section 119.07, Florida Statutes.

6.3 The Employer agrees to furnish wall space not to exceed 36" by 48" for an Association purchased glass enclosed bulletin board to be located in the off going room. The bulletin board will be consistent in style with the existing bulletin board that is in the off going room. The Association will notify the Employer of the name of the designated representative responsible for maintaining the bulletin board. The Association bulletin board shall be used only for the following notices:

- a. Recreational and social affairs of the Association
- b. Association meetings
- c. Association elections
- d. Reports of Association Committees
- e. Association benefit programs

Notices shall not contain any political advertisements, or anything reflecting adversely on the City, or any of its employees, and no material, notices, or announcements, which violate the provisions of this Article, shall be posted.

Notices shall be submitted to the Chief or his designee for approval before posting, and shall bear the signature of the Association President or his authorized representative and the Chief of Police or his designee before being posted. The Chief of Police shall not unreasonably withhold approval of the posting of such materials.

6.4 The Employer will provide the Association on an annual basis, a complete roster of the bargaining unit including name, rank, business e-mail address, business telephone number, present assignment, and base salary expressed as an hourly rate and annual rate, subject to rounding.

ARTICLE 7
LABOR MANAGEMENT COMMITTEE

7.1 Upon ratification of this agreement, a Labor Management Committee shall be formed. The purpose of this committee shall be to discuss problems and objectives of mutual concern including equipment and safety issues. The Labor Management Committee shall be advisory in nature, shall not be a substitute for collective bargaining and shall not address issues involving grievances.

7.2 The Committee shall be composed of not more than two (2) designated representatives of the Employer and not more than two (2) designated representatives of the Association.

7.3 Meetings shall be scheduled at the request of either party, but not more frequently than once a month.

7.4 All reasonable attempts will be made by the parties to conduct the meetings on an agenda basis. An agenda shall be posted, listing items to be discussed by the parties, not less than twenty-four (24) hours prior to the scheduled meeting. Requests for discussion of specific items should be submitted to the committee forty-eight (48) hours prior to the scheduled meeting time.

7.5 One member of the Committee shall be designated as Secretary, for purposes of recording all matters discussed at the meetings. Minutes will be posted on the department bulletin board.

ARTICLE 8
NO STRIKE

8.1 There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failures or refusals to perform assigned work by the employees or the Association and there will be no lockouts by the Employer for the duration of this Agreement. The Association supports the Employer fully in maintaining normal operations.

8.2 Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the Employer in accordance with the provisions of Chapter 447, Part II, Florida Statutes.

8.3 It is understood and agreed that in the event of any violation of this section, the Employer or the Association shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the Employer or the Association shall not be responsible for any act alleged to constitute a breach of this section if neither the Association nor the Employer nor any of their officers or agents instigated, authorized, condoned, sanctioned, or ratified such action.

ARTICLE 9
EMPLOYEE RIGHTS IN INTERNAL INVESTIGATIONS AND OTHER INTERVIEWS
AND INQUIRIES

9.1 **Internal Investigations** -- To insure that all internal investigations are conducted by the Employer in a manner conducive to good order and discipline meanwhile protecting the individual rights of each employee, the parties agree that such investigations shall be conducted in full compliance with the requirements of the Law Enforcement Officer's Bill of Rights, Chapter 112.532 et.seq., Florida Statutes, as it may be amended from time to time. However, the parties agree that if the Law Enforcement Officer's Bill of Rights is amended following the effective date of this agreement, the amended version shall govern any investigations. In addition to complying with the Bill of Rights requirements, the following procedures will be observed in internal investigations:

- (a) Except in the case of an emergency, as determined by management, the employee will be afforded at least forty eight (48) hours notice or a mutually agreed upon time and granted the opportunity to notify his Association representative prior to questioning in an internal affairs investigation. Nothing in this section is to be construed as a limitation on the ability of the employer to require the employee to provide general information following a use of deadly force incident, as set out in Article 17.
- (b) If it is known that the employee is being interviewed as a witness only, the employee will be so informed, provided that this will not prevent the employee from being later subjected to an internal affairs investigation if information becomes available that indicates the employee is not merely a witness.

9.2 **Weingarten Right** -- In all cases where an employee is to be interviewed or required to respond to a written inquiry concerning an alleged violation of the Department's rules or regulations, which, if proven, may result in loss of pay or position or in some other disciplinary measure, including an oral or written reprimand, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the Association (who may be an attorney) before being interviewed. The Association representative may be present during the questioning. Where the Association representative is not immediately available and conditions permit, the interview will be postponed for a reasonable period of time. Provided that no interview need be postponed for more than forty eight (48) hours because of unavailability of an Association representative; however, should the Employer determine to proceed with the interview, the employee shall be permitted to select a fellow employee to witness and advise him during the interview. Nothing in this section shall prevent the Employer and Association Representative from agreeing on a time outside the forty eight (48) hour schedule period. This section shall not apply to Article 17.

9.3 If an employee is under arrest or likely to be, i.e., if he is a suspect in a criminal investigation, he shall be given his rights pursuant to the law.

9.4 Complaints from citizens which are determined to be unfounded or not sustained will not be inserted in an employee's personnel file.

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Scheduling

- (a) Bargaining unit employees will be assigned by the Employer to one of the following work schedules:

- 8 hours per day
- 10 hours per day
- 11.5 hours per day

Employees working these schedules will be eligible for overtime pay after working 80 hours in a two week work period.

- (b) The Employer shall determine the number of employees to be assigned to each of the above work schedules, and to each squad/shift.
- (c) If the Employer elects to change the work schedule of an employee or group of employees, the employer will first ask for volunteers, except in cases of emergency or when operational needs require specific employees be selected. In cases where volunteers are used, if there are not enough volunteers for the change, the employer may require employees with the lowest seniority to accept the schedule change. If there are more volunteers than needed, the employer will select the volunteer(s) with the highest seniority.
- (d) Except as provided for in section (c) the Employer shall determine which employees are to be assigned to each squad/shift, and the starting and quitting time of each employee on the squad/shift. This includes, but is not limited to, the right of the Employer to adjust an employee's starting or quitting time within a workweek in order to minimize overtime pay. Example: If an employee works 2 hours overtime one day, the Employer may direct the employee to come in two hours later than usual or quit two hours earlier than usual on another day later in the week. The Patrol shift bidding procedure will take place between October 1 and October 15. The new shift schedule will run from the first full pay period in January through the last pay period in December. Unit members, in the sergeant's rank, with the highest seniority, shall be given preference in shift/squad selections. Provided, however, that notwithstanding this preference, management retains the right to balance the experience level and expertise on each shift/squad.
- (e) The Employer will notify the affected employee(s) at least seventy-two (72) hours in advance of any changes in the employee's regular work schedule, including standby duty and overtime assignments, except in cases of emergency, or when such adjustments are made to minimize overtime pay, or when operational needs do not allow time for notification.

(f) **Meal Periods**

All bargaining unit members will have one 30 minute paid meal break per shift. In addition to the meal breaks, all bargaining unit employees are entitled to two (2) fifteen (15) minute breaks per shift. With prior supervisory approval, unit members will be allowed to combine the two break periods into one period. Neither the meal period nor the breaks will occur within the first or last hour of the shift unless approved by a supervisor.

10.2 Overtime Pay

- (a) Employees will be paid overtime in accordance with this Agreement and consistent with the Fair Labor Standards Act, as the same may be amended from time to time. The Employer has the right to designate an extended work cycle as provided for in the Fair Labor Standards Act in determining when overtime compensation is due, and to change the designated work cycle from time to time as allowed by the Fair Labor Standards Act. However, no permanent changes or extensions of the work cycle will be made without first offering the FOP PBA the opportunity to negotiate the change or extension.
- (b) For work performed outside the regular work schedule to be considered as time worked for purposes of overtime pay calculation, the employee must be told or permitted to work in advance by a supervisor (higher ranking officer). No employee may authorize overtime for himself.
- (c) Overtime will be compensated by overtime pay calculated at a rate of one and one-half of the employee's regular rate of pay for overtime worked.
- (d) The Employer and the employee may agree that the employee can earn compensatory leave at the rate of one and one-half hours leave for each hour of overtime worked, in lieu of overtime pay.
- (e) Employees may only accrue unused compensatory leave up to a maximum of 240 hours. When an employee accrues the maximum permissible compensatory leave, the employee shall be paid for all overtime hours in excess of the maximum at the rate of one and one-half times the employee's current rate of pay. The Employer can require an employee to use accrued compensatory leave; provided the employee is given at least 72 hours advance notice.
- (f) Time spent on vacation leave, compensatory time, and court time shall be considered as hours worked for purposes of overtime calculation. Time spent on sick leave and funeral leave is not considered as hours worked for purposes of overtime calculation.

10.3 Scheduling Overtime

The Employer has the right to require any employee to work overtime, and to schedule overtime as needed. Upon request, the Employer will make reasonable efforts to relieve an employee

from the requirement to work overtime when the employee has a valid reason for not working the overtime and when there is another qualified employee who performs the work on a reasonable basis available and willing to work the overtime.

10.4 Legal Proceedings

The parties recognize that as part of their duties, police officers are required to respond to subpoenas, attend depositions, and testify in court. When such duties occur at a time when the officer is not scheduled to be at work, the Employer will make arrangements to either release the employee from work at a later time during the same work cycle, or compensate the employee (with pay or compensatory time) for a minimum of two (2) hours or the actual time spent in such activities, whichever is greater. An employee ordered to report for duty two (2) hours or less prior to his normal starting time shall not be entitled to the two (2) hours minimum pay but will be paid for the actual hours worked at the appropriate rate. If an officer is required to hold over, this will be considered an extension of the shift.

10.5 Shift Exchanges for Training and Education

Upon application to the appropriate captain, shift exchanges, for the purpose of attendance at approved police training courses, and college courses, will be arranged, provided:

- (a) It does not interfere with the regular and efficient operations of the Department;
- (b) A fellow officer of like rank and experience volunteers for the exchange;
- (c) It is requested and approved sufficiently in advance so as not to work a hardship on either the officer or the Employer;
- (d) No overtime pay results from the exchange;
- (e) For purposes of this section, the college courses must be those which are pre-approved and part of the City's tuition reimbursement program.

10.6 A unit member who is called back to work on off-duty hours shall be paid overtime as long as he has worked the number of required hours as defined in section 10.1(a). A minimum of two (2) hours of work is guaranteed in such cases. Occasions such as training classes, attention to administrative duties, or business meetings, are not eligible for call back pay. No employee may be called to perform work during off-duty hours without the prior authorization of the supervisor, Deputy Chief, Chief, or City Manager.

ARTICLE 11
FTO TRAINING SQUAD

Unit members who are qualified to be Field Training Officers shall be furnished with an insignia designating the member as an FTO.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURE

12.1 In a mutual effort to promote harmonious working relations between the parties of the Agreement that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement.

12.2 A grievance shall be defined as a dispute concerning the interpretation or application of the specific terms of this Agreement.

12.3

- (a) When the grievant is directly supervised by a Captain, the grievance shall be presented directly at Step 2.
- (b) Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, the Association shall be allowed to submit the grievance in its own name on behalf of the affected employees (Class Action), and the grievance shall be presented directly at Step 3 of the Grievance Procedure within the same time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or by the Association representative or counsel on the employees' behalf.

12.4 All grievances must be processed within the time limits provided in the Grievance Procedure unless extended by mutual agreement of the parties in writing. Any grievance not presented by the grievant within the applicable time limits shall be deemed abandoned. Any grievance not answered by management within the time limits provided in the Grievance Procedure shall be determined to be denied and shall be advanced to the next available step of the Grievance Procedure, unless an extension of time for an answer is mutually agreed to in writing.

12.5 Grievances shall be processed in accordance with the following procedures:

Step 1. The aggrieved employee shall reduce to writing on the standard form (attached as Appendix A) provided for this purpose and present such written grievance to his Lieutenant within ten (10) calendar days of the occurrence which gave rise to the grievance. The Lieutenant shall meet with the employee and the Association representative and/or counsel, if the employee wishes his assistance, within seven (7) calendar days of the date the grievance is presented. The Lieutenant shall attempt to adjust the matter and/or respond to the employee within seven (7) calendar days from the date of the meeting.

Step 2. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Captain (or designee) within seven (7) calendar days from the date of the Lieutenant's response at Step 1 (or the time the sergeant's response was due in Step 1, if the Lieutenant has not responded to the grievance). The Captain (or

designee) shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Captain (or designee) shall respond in writing within seven (7) calendar days from the date of the meeting.

- Step 3.** If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, or the Association in the case of a class action grievance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Chief of Police or his designee within seven (7) calendar days from the date of the supervisor's step 2 response (or the time the supervisor's response was due in Step 2 if the supervisor has not responded to the grievance). The Chief of Police or his designee shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Chief of Police or his designee shall respond in writing within seven (7) calendar days from the date of the meeting.
- Step 4.** If the grievance has not been satisfactorily resolved in Step 3, the employee or the Association in the case of a class action grievance, may present a written appeal to the City Manager, within ten (10) calendar days from the date of the response at Step 3 (or from the time the response was due in Step 3 if no response is provided). The City Manager shall meet with the employee and the Association representative within ten (10) calendar days. The City Manager shall respond in writing within fifteen (15) calendar days from the date of the meeting.
- Step 5.** If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure the Association may submit for arbitration in writing to the office of the City Manager no later than thirty (30) calendar days after the date of the City Manager's response (or from the date that the City Manager's response is due in Step 4 if no response is provided). The parties to this Agreement will mutually agree, or attempt to, on an independent arbitrator. If this cannot be done, one will be selected, by striking, from a list mutually requested from the Federal Mediation and Conciliation Service.

12.6 Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article:

- (a) The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and terms of the Agreement and shall be made in writing, and shall be final and binding on all parties. The arbitrator will have the exclusive authority to rule on the arbitrability of issue(s) brought before him in the event that one or both parties have raised the issue of arbitrability.
- (b) It is contemplated that the Employer and the Association shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing, and if this

is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance as presented in Step 4 of the Grievance Procedure. To provide the arbitrator with a better understanding of the grievance at issue, the Association may provide a more definite statement of the issue to be decided in lieu of the written statement of grievance as presented at Step 4 so long as any such statement is limited to those issues presented in grievance steps 1 through 4. The Association may not use a more definite statement to raise issues that the Employer has not previously had the opportunity to resolve during the grievance process, or that the grievant or Association has not raised in a timely manner.

- (c) Copies of the award of the arbitrator, made in accordance with the jurisdictional authority conferred under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding upon both parties.
- (d) Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear its cost, unless otherwise agreed.
- (e) The parties agree to an Expedited Arbitration Procedure in every case unless one, or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the FMCS Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript.

ARTICLE 13
SENIORITY AND LAYOFF

13.1 Seniority

- (a) Agency seniority shall be determined by continuous full-time employment with the Police Department, excluding temporary, emergency, provisional, and part-time regular employment. In the event that two or more employees have the same length of service with the City, lot will determine the seniority of those employees.

Rank seniority means continuous full-time service with the Police Department in the rank of sergeant from date of the most recent appointment. Upon demotion from lieutenant to sergeant and from sergeant to corporal, rank seniority shall commence on the effective date of the demotion.

- (b) The conditions under which an employee shall lose seniority are:
1. Resignation;
 2. Discharge;
 3. Retirement;
 4. Demotion.
- (c) The Employer shall maintain and post a current seniority list in the Police Department, which shall be updated annually. The list shall be used whenever called for by the specific provisions of this Agreement. The employer will mail the current seniority list to the Association by October 30 of each year, and within 5 business days of request.

13.2 Filling of Vacancies

- (a) For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position, as determined by management.
- (b) When employees are applying to fill a vacancy for a bargaining unit position, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications, as defined in Section 13.2(a), among competing employees are equal, seniority shall be the basis of selection.

13.3 Lay-off and Work Force Adjustment

- (a) Whenever it becomes necessary to lay off an employee or group of employees due to lack of work, employees will be laid off in inverse order of their rank seniority. Should it become necessary to lay off supervisory personnel, the affected personnel shall be allowed to return to the closest rank previously held below their current rank

and, notwithstanding Section 13.1(a), they shall revert to the level of seniority held in that rank prior to promotion.

- (b) Recall of laid off employees will be based upon the needs of the agency and this subsection. Recall of laid off employees within each rank will be based upon rank seniority in reverse order of the layoff. No promotions will be made until those unit members who took a voluntary demotion in lieu of layoff, and those supervisory employees who were laid off, are offered a return to their previous rank.
- (c) In order to be eligible for recall, the employee must have maintained his certification, and keep the Employer advised of his current address. Employees shall be recalled by written notification by certified mail return receipt requested to their last known address. Recalled employees shall notify the Employer if they desire to return to work, within five (5) days of receipt of the recall notice and must return to work within twenty one (21) days from receipt of recall notice.
- (d) The Employer is only required to recall an employee to the classification that he previously held in a permanent position. If an employee refuses a job with the Employer in any classification in which he was previously employed by the Employer, the employee shall lose all further recall rights.
- (e) An employee will be kept on the callback list for one (1) year from the date of the employee's layoff. After this period, the Employer will no longer be obligated to recall the employee.
- (f) Probationary employees have no right to recall under this provision.
- (g) In the event a sergeant is laid off, that sergeant will have bumping rights into this bargaining unit, based upon City-wide seniority.

13.4 An employee's seniority shall only entitle the employee to the rights expressly provided for in this Agreement.

ARTICLE 14
OFF-DUTY POLICE DETAILS

14.1 Employees may voluntarily accept and be employed by a private business (or others) who desire law enforcement type services (special detail employment), subject to the approval of the Employer, and under the rules and regulations applicable to such assignments as set out in General Order 109 (Off-Duty Employment/Special Events/ Escorts), including any amendments that may be made. Provided that the Employer will provide the FOP with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

14.2 The Employer shall post all requests for law enforcement related off-duty employment. Unit members shall be allowed to sign up for the details with the most senior unit member (regardless of the bargaining unit) being awarded the detail.

14.3

- (a) Officers who work special detail employment will be paid a minimum of \$50.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (b) Officers who work special detail employment on Holidays listed in Article 19, Easter and New Year's Eve will be paid a minimum of \$59.00 per hour. The City will retain \$7 of that amount as an administrative fee.
- (c) Unit member supervisors who are working a special detail assignment as a supervisor (as required by the employer), shall be paid an additional \$5.00 per hour above the rates listed in this subsection.
- (d) The new rates will take not take effect until ninety (90) days after ratification in order to allow vendors to receive notice of and budget for the new rates.
- (e) Officers working City Permitted Details, defined as a detail for which the City has issued a permit and an entity other than the City pays unit members for detail coverage not covered on the City overtime list will be paid at the hourly rate of \$50.00. The City will retain \$7 of that amount as an administrative fee.
- (f) Effective March 18, 2022, unit members working City-Sponsored Event Details defined herein as a detail for which the City pays unit members for detail coverage, will be paid the greater of the unit member's overtime rate or \$43.00 per hour. The City will not retain an administrative fee for City-Sponsored Event Details.
- (g) The Supervisor position(s) for City Permitted Details and details on the City overtime list shall be filled by unit member supervisors prior to the officer positions being filled by unit member supervisors.

14.4 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the compensation earned by sergeants at special detail employment must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue special detail employment for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to do special detail work pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new special detail employment assignments.

ARTICLE 15
AWARDS

The Employer will endeavor to provide a formal system of awards for various degrees of outstanding service, as set forth in Department Recognition and Awards Program, as it may be amended from time to time.

ARTICLE 16
PERSONNEL RECORDS

16.1 Employees shall have the right to include in their personnel records written responses, or refutations (including witness statements) of any material that the employee considers detrimental.

16.2 Once a year, upon request by the employee, an employee shall have the right to receive copies of those documents that have been placed in his personnel file in the past year at no cost to the employee.

16.3 The City shall maintain one official personnel file for each employee, which shall be maintained in the Office of Human Resources and Risk Management. Duplicate personnel files may be maintained in the Police Department. Such duplicate personnel files may contain all or part of the items filed in the official personnel file. If any disciplinary materials are placed in an employee's personnel file, a copy will be provided to the employee. The employee has the right to respond to any such disciplinary material, and his response will be attached to the file copy. An employee has the right to review his own official personnel file and duplicate personnel file at any reasonable time under the supervision of a representative of the City or Police Department.

16.4 Information describing the nature of an employee's prior disciplinary offense(s), the date(s), and the discipline imposed, may be used in a termination proceeding, regardless of the age of the discipline.

16.5 Any disciplinary action that is appealed shall be marked with its final disposition.

ARTICLE 17
STATEMENTS FOLLOWING USE OF DEADLY FORCE INCIDENTS

17.1 Except as provided for in section 17.2, the employer agrees that it will not normally require any sergeant to make any sworn or recorded statements (either oral or written) about a use of deadly force incident until after the sergeant has been afforded a reasonable time to confer with his counsel and/or Association representative and review any and all bodycam footage. For purposes of this section, a reasonable period of time shall generally be considered up to six (6) hours from the time of the use of deadly force incident.

- 17.2 (a) Officers involved in use of deadly force incidents are required to provide general information to supervisors, coworkers, and other law enforcement officials immediately after the event in order to allow the Department to meet its obligations to protect the public, protect other law enforcement officials, and investigate the events surrounding the incident. The general information that must be provided to the City Attorney under this subsection includes, but is not limited to, the sequence of events leading up to the use of force incident, and similar information needed to protect the public and other law enforcement officials, and to begin processing the crime scene, and commence an investigation of the incident.
- (b) The employer may not require the employee to provide the general information referred to in subsection 17.2(a) in a sworn statement prior to conferring with counsel except where there is a clear and present need to obtain the information in a sworn format in order to obtain a search warrant, an arrest warrant, or take other action to commence the criminal investigation of the activities of persons other than the sergeant.

ARTICLE 18
PHYSICAL FITNESS PROGRAM

18.1 The City of Kissimmee will establish a voluntary physical fitness program for bargaining unit members to ensure members maintain a reasonable level of physical fitness necessary to safely and efficiently perform their assigned duties. Those participating in this voluntary program will be required to PASS the established standards during the spring and fall of each year. (The Department shall schedule two tests during the spring and fall.) Those who successfully PASS the established standards in both spring and fall will receive bonus compensation in the amount of \$300.00 during the month of December. In exceptional circumstances, as determined by the Employer, the Chief of Police may grant a unit member permission to take the test on a day other than that already scheduled. Participants in this voluntary program are not eligible to participate in the City's Wellness Program.

18.2 The City shall adopt the Florida Department of Law Enforcement's (FDLE) Physical Abilities Test (PAT) (REV. 10/16/06), modified as reflected in Appendix B which is attached to and made a part of this Agreement, and the pass/fail methodology within the FDLE's test.

18.3 Bargaining unit members may take the physical fitness test while on duty provided that doing so will not result in entitlement to overtime pay or interfere with the requirements of their duty assignment.

ARTICLE 19 **HOLIDAYS**

19.1 Authorized Holidays

The following are recognized holidays:

New Years' Day
Martin Luther King's Birthday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day

Any additional holidays not listed but approved by the City Commission for non-bargaining unit city employees, shall automatically apply to unit members as well.

- (b) Shift employees shall observe holidays on the day that they occur.
- (c) Non-shift employees shall observe holidays on the day that they occur, except that when a holiday listed above falls on a Saturday, the preceding Friday shall be designated as the official holiday for that year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.
- (d) Employees may be required to work on the holidays listed in this section (including days observed as holidays for non-shift employees).
- (e) With the exception of Patrol Squads and K-9 units, employees who are normally assigned to four (4) 10-hour shifts per week may be assigned to work four (4) 8-hour shifts during a week in which a holiday occurs. On the fifth day, the employee will be paid for eight (8) hours of holiday pay at the employee's regular rate of pay.
- (f) Any employee who is scheduled to work either the day before or after the holiday who fails to report to work on those days as scheduled will not be paid for the holiday, unless the employee was off on approved paid leave.

19.2 Employees Who Work On the Holiday

- (a) Employees who work on the holiday will be paid 1.5 times their normal rate of pay for all hours worked, and will also have a choice of one of the following:
 - (1) Employee will be paid for eight (8) hours of holiday leave; or

- (2) Employee will accrue eight (8) hours of holiday leave to be used at a later date. Any leave accrued under this provision will be accrued as of the date of the holiday and must be used by the end of the calendar year. Any leave not used by the end of the calendar year will be forfeited.
- (b) Under no circumstances will hours paid or accrued under subsections 19.2(a)(1) or 19.2(a)(2) be counted as hours worked for the purposes of overtime.

19.3 Employees Who Do Not Work On the Holiday

- (a) Employees who do not work on the holiday will be paid for eight (8) hours at their normal rate of pay.
- (b) Under no circumstances will hours paid under this provision be counted as hours worked for the purposes of overtime

19.4 Additional Holiday Leave

In addition to the recognized holidays, each employee shall accrue sixty-four (64) hours of additional holiday leave time on January 1st of each year. Employees hired after January 1 shall accrue additional holiday leave as of their date of hire on a pro-rated basis. Employees are eligible to take additional holiday leave any time within the calendar year, subject to advance approval by the employee's supervisor. Additional holiday leave cannot be accumulated from one calendar year to the next or liquidated for cash. If an employee does not take additional holiday leave by the end of the calendar year, it is forfeited.

19.5 CID and Traffic Homicide personnel who are on standby for the pay period in which a holiday falls (limit of 2 for CID and 1 for Traffic Homicide) will be paid time and one half for call back hours during that two week pay period as long as 1) they do not call in sick for any hours in that payroll period; and 2) those standby hours are approved by the Chief or his designee. In the event that a major event occurs, and the standby personnel require the assistance of other detectives during a holiday week, those personnel called out will also be paid time and one half for the call back hours as long as 1) they do not call in sick for any hours in that payroll period; and 2) those call back hours are approved by the Chief or his designee.

ARTICLE 20
SICK LEAVE

20.1 Sick Leave Accrual

- (a) Employees shall accrue sick leave at the rate of eight (8) hours per month.
- (b) Employees may accrue up to 480 hours of sick leave.

20.2 Use of Sick Leave

Employees may use sick leave under the following circumstances:

- (a) When the employee is not able to work due to the employee's personal illness, pregnancy, or non-occupational injury;
- (b) When the employee is not able to work because of the need to attend to a child or spouse who is ill;
- (c) When the employee is responsible for the care of a member of the immediate family who has a serious illness. (For the purposes of this article, immediate family is defined as the employee's spouse, mother, father, sister, brother, half-sister, half-brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, legal guardian, and grandchildren.);
- (d) When the employee or his child has an appointment with a physician or dentist.

20.3 Authorization for Sick Leave

- (a) To be eligible for sick leave, an employee must notify his supervisor of his inability to report for work as soon as possible, and no later than thirty (30) minutes prior to the beginning of the employee's normal workday. An employee will not be paid sick leave for any day that the employee fails to timely notify the supervisor of his intended absence. An employee must notify his supervisor each day of absence due to use of sick leave, unless the nature of the illness or injury resulting in the use of sick leave is expected to cause the employee to be absent more than three (3) workdays, in which case the expected duration of the absence will be communicated to the supervisor. Employees, who are absent for more than one workweek, shall notify their supervisor of their status at least once each week.
- (b) The Employer is responsible for authorizing sick leave in every instance and may verify that the reasons for use of sick leave are valid and in accordance with this article.
- (c) The Chief of Police may require any employee who is absent for three (3) or more consecutive days to provide a medical certificate verifying that the employee was absent due to an illness or injury of the employee or his immediate family, that the

employee is medically able to return to duty, and whether there are any work restrictions on the employee upon his return to work.

- 20.4 (a) The Employer may require the employee to submit a statement from the attending physician estimating the expected duration of the illness or injury, when an employee is expected to be absent for more than five (5) working days for the same illness.
- (b) The Employer may require a medical certificate signed by a licensed physician to substantiate a sick leave request for:
1. Any period of absence due to illness of three or more consecutive working days;
 2. Sick leave of any duration if the employee in question has demonstrated a habitual or recurrent pattern of absence from duty and has been warned that a certificate would be required as a result.
- (c) The employee is responsible for paying any costs associated with obtaining the medical certificate required by this section.

20.5 Refund of vacation time will not be allowed for an illness incurred while on vacation leave.

20.6 Medical Leave buy-back in accordance with City of Kissimmee Policy.

20.7 Under no circumstances will sick time use be permitted for elective cosmetic surgeries not specifically covered in the City of Kissimmee healthcare provider agreement; however, it will apply to non-elective eye surgery.

ARTICLE 21
EMPLOYEE RIGHTS AND OBLIGATIONS IN LEGAL ACTIONS

21.1 Notice of Legal Action

Employees will promptly deliver to the Employer all legal papers or notices of intent to bring suit served upon or otherwise delivered to them related to lawsuits brought against the employee for actions of the employee while on duty.

21.2 Employer Defense of Employee

The Employer will defend an employee in any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the employee, provided such act or omission arises out of and is in the scope of his employment and function. The Employer is not obligated to defend an employee who has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. If the Employer elects not to represent an employee, it shall notify the employee of such decision in writing as soon as practicable after the decision to grant or deny coverage is made.

ARTICLE 22
REIMBURSEMENTS

22.1 Mileage

Employees who are authorized to use their own vehicles in the performance of their official employment duties will be compensated at the rate set by the City Commission for all City employees.

22.2 Clothing Allowance

- (a) Employees assigned to the Major Crimes or Property Crimes Units and Internal Affairs will be paid a clothing allowance of \$1,250.00 per fiscal year. Employees who are newly assigned to CID or Internal Affairs may obtain an advance of the next quarterly payment.
- (b) Employees assigned to a federal, state or local task force full-time, regardless of which Division they are assigned to, will be paid a clothing allowance of \$625.00 per fiscal year. Employees assigned on a part-time basis to a federal, state or local task force will not be entitled to a clothing allowance.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure.

22.3 Shoe Allowance

- (a) Employees will be given \$150.00 each fiscal year to purchase uniform shoes (or in the case of unit members in CID, one pair of dress shoes). This provision does not apply to employees assigned to the motorcycle unit.
- (b) Employees assigned to the motorcycle unit or K-9 unit will be provided a shoe allowance of up to \$200.00, when approved by and at intervals approved by the Division Lieutenant or Captain.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure. All shoes must meet the minimum specifications set by the Department after consideration of recommendations from the Labor Management Committee.

ARTICLE 23
VACATION LEAVE

23.1 Eligibility

- (a) All permanent, full time employees will be allowed vacation leave in accord with the provisions of this article.
- (b) Probationary employees will accrue vacation leave monthly from their initial date of hire, but are not authorized to use the accrued leave until they have completed six months of service.

23.2 Accrual

- (a) Vacation leave shall be accrued on the following schedule:

Years of Continuous Service w/City	Hours Accrued Per Month
Initial hire through 5-year anniversary	6.66 hours (totaling 10 days per year)
6th year through 10th anniversary	8.0 hours (totaling 12 days per year)
11th year through 15th anniversary	10.0 hours (totaling 15 days per year)
16th year through 20th anniversary	11.33 hours (totaling 17 days per year)
After 20 years or more	13.33 hours (totaling 20 days per year)

- (b) Maximum Accrual – Employees may accrue up to three (3) times the employee’s current annual accrual rate. However, in the event that an employee leaves City employment, he will only be eligible for payment for a maximum of two (2) times the employee’s current annual accrual rate (e.g., an employee with 8 years of service would only be paid for a maximum of 192 hours). Employees shall receive no other compensation in lieu of taking such vacation leave.

23.3 Use of Vacation Leave

- (a) Vacation leave may be taken in segments of not less than one (1) hour.
- (b) Use of vacation leave must be approved in advance by the Police Chief or designee.

23.4 Payment at Separation

Upon separation from employment in good standing, employees will be paid for vacation leave accrued and not taken at the employee’s regular hourly rate of pay.

23.5 Selection of Vacation Dates

- (a) Employees may submit requests for vacation dates for each calendar year between November 1 and November 15 of the preceding calendar year. Employees may request any number of multiple day requests (one week periods that may include regularly scheduled days off and holidays within the week period) and not more than four (4) single day requests. Requests that are submitted within that period shall be reviewed and approved based on the employee's rank seniority. In the event two (2) unit members have the same rank seniority, Department seniority as a sworn officer will determine priority.
- (b) Requests for vacation dates that are submitted after November 15 shall be reviewed and approved on a first come, first serve basis.
- (c) If the Chief or his designee determines it to be necessary or appropriate under the circumstances, he may extend the period of vacation sign-up for a reasonable period of time.

23.6 Vacation Bidding

- (a) Officers/corporals/detectives who miss their sign-up period may sign-up at their earliest opportunity, however no bumping will be allowed.
- (b) All bids are subject to approval by the Chief or his designee. Approval shall not be unreasonably withheld provided that staffing requirements are met.
- (c) All vacations are subject to cancellation by the Chief or his designee for good cause or for operational necessity. Vacations may also be cancelled as a result of a sergeant's transfer between divisions if vacations have already been scheduled in the Division receiving the transfer. Where possible, vacations cancelled for this reason shall be rescheduled consistent with the vacation schedule of the receiving Division.

ARTICLE 24 **INSURANCE**

24.1 Life Insurance

Employees are eligible for life insurance coverage in an amount equal to the employee's base annual salary, at no cost to the employee.

24.2 Health Insurance

The Employer will pay 100% of the cost of the basic HRA, for each individual employee.

24.3 Dental Insurance

The Employer will pay 100% of the dental insurance plan for each individual employees.

24.4 Employer Approved Employee Assistance Program

Employees are eligible to use the services of an Employee Assistance Program selected by the Employer. The Employer agrees to bear the full cost for employees use of the program. Upon ratification of this agreement, the Chief or his designee shall schedule training for all employees on utilization of the program. Training shall be scheduled with the Department of Human Resources and Risk Management.

24.5 The Employer reserves the right to modify all insurance plans (life, health, dental and EAP provided to its employees, and if such changes are made as to general employees they shall also be applicable to bargaining unit employees. The Employer will notify the Association of any changes in the insurance plans provided to the employee prior to implementation of the change and in sufficient time to afford the Association a reasonable opportunity to review the proposed modifications and provide input to the Employer about the proposed modifications.

24.6 The Employer shall contribute \$50.00 per month to each employee who is enrolled in a supplemental benefit plan offered by the Employer.

24.7 Retiree Use of City Health Clinic

Any unit member who retires while on the City health insurance plan (and their dependents who were also on the City health insurance plan at the time of the unit member's retirement) may continue to use the City health clinic until the retiree or dependent becomes eligible for Medicare, or obtains health care coverage with another employer. However, dependents who were not on the City health insurance plan at the time of the unit member's retirement cannot use the City health clinic.

ARTICLE 25
PAY FOR WORKING HIGHER POSITION

25.1 In the absence or vacancy of a supervisory position for an extended period of time exceeding fifteen (15) calendar days, the Chief of Police or City Manager may authorize the placement of another employee into the position in an acting role.

25.2 Employees authorized to temporarily fill a supervisory position for more than fifteen (15) calendar days, as authorized by section 25.1, shall be paid a premium of five percent (5%) of his regular pay, or the minimum rate of pay for the higher ranking position (whichever is higher) for all the time worked in the supervisory position.

ARTICLE 26
COURTESY OFFICER

26.1 Unit members may voluntarily accept and be employed as a courtesy officer (outside employment that is not paid by or through the City where the employee is compensated with in-kind services such as a rent discount for living in an apartment complex in order to provide security services). Such employment shall be subject to the approval of the Employer, and is subject to the rules and regulations applicable to secondary employment as set out in General Order 109 (Off-Duty Employment/Special Events/Escorts), including any amendments that may be made. Provided that the Employer will provide the FOP with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

26.2 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the value of the in kind compensation earned by police officers as courtesy officers must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue work as courtesy officers for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to continue work as a courtesy officer pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new courtesy officer assignments.

ARTICLE 27
USE OF DEPARTMENT VEHICLES

27.1

- (a) Any employee must either live within the City limits, or if outside the City limits, within thirty (30) air miles of the Kissimmee Police Department (8 North Stewart Avenue, Kissimmee, Florida) to be eligible for, or permitted to retain, an assigned take-home vehicle in accord with General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendments or successors thereto). No one who resides more than thirty (30) air miles of the Kissimmee Police Department is eligible for, or will be permitted to retain, an assigned take-home vehicle. No employee shall be eligible for, or permitted to retain, an assigned take-home vehicle until successful completion of the FTO program. For purposes of this article, "City limits" shall also include any enclave which is totally enclosed within the City limits.
- (b) Police officers, corporals, and detectives who live outside the City limits, but within thirty (30) air miles of the Kissimmee Police Department, must reimburse the City for the use of the assigned take-home vehicle. Employees who live within the City limits are not required to reimburse the City for the use of the vehicle.
 - (i) Police officers, corporals, and detectives who live outside the City limits, but within fifteen (15) air miles of the Kissimmee Police Department, must reimburse the City \$10.00 per pay period for the use of the assigned take-home vehicle.
 - (ii) Police officers, corporals, and detectives who live outside the City limits, but within thirty (30) air miles of the Kissimmee Police Department, must reimburse the City \$20.00 per pay period for the use of the assigned take-home vehicle.
- (c) Employees are responsible for keeping the Department advised of their current address, and must notify the Department within forty eight (48) hours of any change of address.
- (d) If an assigned take-home vehicle is unavailable for use for a full pay period and a replacement vehicle is not available, upon request, the officer shall be reimbursed the amount deducted for that pay period.

27.2 The use of take-home vehicles shall be subject to all applicable rules and regulations of the City and the Department, including, but not limited to, General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendment or successors thereto), except to the extent that the provisions of this article supersede those provisions, or they are otherwise modified through the collective bargaining process. In particular, the personal use of take-home vehicles shall be limited to driving to and from work.

27.3 Any employee who is the subject of disciplinary action, who violates this Article, or the policy, rules, or regulations related to take-home vehicles, or who abuses either the take-home vehicle or the privilege of a take-home vehicle, may lose his take-home vehicle privilege. "Abuse" for the purpose of this article shall include, but not be limited to, off duty use of a take-home vehicle for any purpose other than driving to and from work. The decision to terminate an employee's take-home vehicle assignment pursuant to this section shall be made by the Chief, Deputy Chief, or other designee.

ARTICLE 28
PAY PLAN

28.1 Compensation

(a) Unit members who remain employed as of the date of ratification of this amended Agreement shall receive a five percent increase to their base pay (4% COLA and 1% merit) effective October 1, 2022. In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage increase indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

(b) The new pay ranges, effective October 1, 2022, shall be:

Rank	Minimum	Maximum
Officers	\$23.50/hr. (48,880.00)	35.57/hr/ (\$73,985.60)
Corporals	\$35.58/hr. (\$69,867.20)	\$39.20/hr. (\$81,536.00)

(c) Corporals

An officer who is promoted to corporal will start at five percent (5%) above his/her current base pay, or \$35.58/hr, whichever is higher, plus \$1.00 above the base pay of any potential subordinate.

(d) One-time bonus

Unit members who remain employed as of the date of ratification of this amended Agreement shall receive a \$2,500 on-time bonus effective October 1, 2022.

28.2 Longevity Pay

Bargaining unit employees who have been employed for ten (10) years or longer as of December 1 and remain employed as of the date of ratification of this amended Agreement are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 – 14 years	\$300
15 – 19 years	\$400
20 – 24 years	\$500
25 + years	\$600

An employee must receive an effective level evaluation score or higher and have no disqualifying performance measures in order to receive the longevity bonus.

Grandfather Clause: Employees who have been continuously employed with the City longer than five (5) years as of December 1, 1999, and remain employed as of the date of ratification of this amended Agreement will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing nine (9) years of service. The employee must receive an effective level or higher evaluation score and have no disqualifying performance measures in order to receive the longevity bonus. The 1999 bonus level will continue unless the new plan level would increase their bonus amount.

Longer term employees receiving longevity pay based on more than two percent (2%) of their 1999 salary who remain employed as of the date of ratification of this amended Agreement will continue to receive that dollar amount unless the longevity pay under the new plan is greater.

28.3 Stand-By Pay

Employees who are required by the Employer to be on standby will receive stand-by pay at the rate of \$25.00 per day.

28.4 Shift Differential Pay

Unit members who start their workday at 1600 hours or later will be paid a shift differential of \$1.00 per hour.

28.5 Performance Evaluation

The employer will evaluate all employees at least once a year. The Employer will develop performance evaluation forms for this purpose. The Employer may modify the forms used from time to time, and will provide a copy of the currently used form to the union.

The performance evaluations will be due to be completed by September 30 of each year. Performance evaluations may be appealed through the chain of command, starting with the officer or corporal's rater and proceeding through to the Police Chief, whose decision shall be final.

28.6 Recruitment Incentive

Bargaining unit members who successfully recruit officers will be given a \$500 incentive. The incentive will be paid \$250 at the time the applicant is employed by the Kissimmee Police Department, and \$250 when the applicant successfully completes the FTO program.

28.7 FTO Compensation

Unit members who are designated as Field Training Officers and who are actively training another unit member, shall receive \$35 per day as compensation for each day in which they perform FTO duties.

28.8 Career Advancement Program

The parties have agreed that the Career Advancement Program (CAP), previously General Order 113, will be replaced with General Order 113, Career Advancement Program (CAP), as revised August 1, 2016, with the following change to section 113.04.

Program Benefits: Bonuses are awarded at each level of the Career Advancement Program. The annual bonuses will be as follows:

a. Police Officer First Class:

- For the period October 1, 2022, through September 30, 2023 an \$800 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements for this level.

b. Senior Police Officer:

- For the period October 1, 2022 through September 30, 2023, a bonus of \$1,600 will be paid for the successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

c. Master Police Officer

- For the period October 1, 2022 through September 30, 2023, a \$3,200 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

ARTICLE 29
REIMBURSEMENT FOR EDUCATION

Bargaining unit employees shall be entitled to reimbursement for tuition in accord with the established City policy. Requests for tuition reimbursement for college degree courses will need to be accompanied by a form to the City Manager justifying the applicability of coursework to the employee's current position with the City.

ARTICLE 30
WORKER'S COMPENSATION

30.1 Report of Injury

Employees are required to immediately report any work-related accident, injury, or illness to the immediate supervisor. The employee must fill out an accident report form provided by the employer, have it signed by his supervisor, and provide the form to the Human Resources & Risk Management Department within 24 hours or by 8:00 a.m. of the first business day after the accident, whichever is first. The employee's supervisor will assist in filling out and processing the report in the event that the employee is unable to do so because of his/her injury or illness.

30.2 Use of Leave Time to Supplement Workers Compensation

An employee who is unable to work because of a work-related injury or illness who is eligible for workers' compensation shall be permitted to use his/her accrued vacation leave and/or accrued sick leave to make up the difference between the amount paid as the worker compensation insurance benefit and the amount that the employee would have received as regular wages.

30.3 Effect on Payroll Deduction Items

During the time that the employee is receiving workers' compensation, the employee is responsible for paying for dependent medical coverage, dental insurance, Association dues and assessments, supplemental life and/or accident insurance, and all similar items that are normally paid through a payroll deduction.

30.4

- (a) While the employee is away from work as a result of a work-related illness or injury, the employee shall keep the Risk Management Department and the Police Chief (or Chief's designee) informed of his status, progress to recovery, and anticipated date of return to work.
- (b) Prior to returning the employee to work, the Employer shall require the employee to provide a certification from a physician stating that the employee is physically able to return to duty and noting any applicable restrictions on the abilities of the employee.
- (c) The City will attempt to accommodate an employee's need, as certified by a physician, for a light duty assignment upon return to work following a workers compensation injury or illness. There is no guarantee of a light duty assignment. Light duty assignments are based solely on availability of tasks due to an absence or vacancy in a position, a special project being undertaken, or some similar actual need of the Employer. Generally, light duty assignments are short term in duration, and employees may be required to work in a variety of light duty tasks before release to

full duty. Light duty assignments will be made on a case-by-case basis, taking into account the restrictions placed on the employee by the treating physician.

- (d) When an employee is offered a light duty assignment, the employee is required to either accept the assignment or use his accrued sick leave, vacation leave, and/or compensatory time during the time that the employee is away from work. The employee will not be eligible for workers' compensation when he has refused to accept a light duty assignment.

30.5

- (a) The time incurred by an employee on leave due to a work-related injury or illness shall be counted as time incurred for Family & Medical Leave.
- (b) In the event that an employee is out of work due to a work-related injury or illness for a period of more than twelve weeks, the Police Chief and Human Resources Director may review the case to determine whether to hold the employee's job open. The Police Chief and Human Resources Director may further review the case on a monthly basis any time that the employee continues to be out of work. They shall consider whether the employee has reached maximum medical improvement (MMI), the employee's progress towards recovery, the operational needs of the Police Department, whether reasonable accommodations can be made that would allow the employee to return to duty, the employee's prior performance, evaluations, disciplinary notices, and any similar information that would lead to an informed decision. If the Police Chief and Human Resources Director decide that the employee should be terminated, and his position filled, they shall recommend such action to the City Manager and provide notice of the recommendation to the employee. The employee will be afforded at least ten (10) days to submit any information that he wishes the City Manager to consider in reviewing the matter. The City Manager shall make the final determination on the matter.

ARTICLE 31
PENSION PLAN

31.1 Bargaining unit employees shall continue to participate in the existing City of Kissimmee Police Pension Plan.

31.2 The Employer shall not be required to negotiate with the Association about any benefit or contribution changes that are mandated by state or other applicable law. This section applies only in those cases where the change that is proposed is mandatory, i.e., one that is required by law. It does not apply in cases where the change that is proposed is allowed for, but not required, by law.

ARTICLE 32
ALCOHOL AND SUBSTANCE ABUSE TEST

32.1 Definitions

- (a) "Drug abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, not pursuant to a lawful prescription. The term "drug abuse" also includes the commission of any act prohibited by Chapter 893, Florida Statutes.
- (b) "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.
- (c) "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.
- (d) "Reasonable suspicion" means an opinion, which a prudent person would form, based on observation and testimony from credible sources. Observation includes, but is not limited to, sensory facts (what a person, saw, heard, smelled, tasted, or touched). Objective factors that should be taken into consideration in determining reasonable belief are:
 - 1. The nature of the information;
 - 2. The reliability of the person or source providing the information;
 - 3. The extent of any confirmation; and,
 - 4. Any other factors contributing to the belief or the lack thereof.

Not all of these factors must exist to find reasonable suspicion, but all must be examined.

32.2 Circumstances When Testing May Be Required

The Employer may require an employee to submit to drug testing under any of the following circumstances:

- (a) Whenever two (2) managerial/supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the employee is abusing illegal drugs or alcohol and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public.
- (b) Whenever an employee is involved in an accident involving personal injury, loss or damage to Employer property, or a lost time accident.

- (c) Any time within one (1) year from the date of employment of a candidate who tests positive, is reconsidered for employment, and is subsequently employed by the Employer.
- (d) Any time within one (1) year after an employee has tested positive for the presence of illegal drugs or one (1) year after completing initial rehabilitation, whichever is later. (The rehabilitation counselor shall direct a letter to both the Employer and to the employee establishing the date on which rehabilitation was completed.)
- (e) As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL Testing", requires testing for alcohol as well as for controlled substances.)
- (f) On a random basis.

32.3 Testing Procedures

- (a) Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines, except as specifically amended herein.
- (b) The threshold level or cut-off limit and substances shall be as established by HHS and/or SAMHSA.
- (c) The SAMHSA certified tester shall utilize the following procedures to the extent that they are not inconsistent with the HHS Guidelines:
 1. The SAMHSA certified tester should submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required, and all collected specimens will be disposed.
 2. If the results of the initial test provided for in Section 32.3(c)1 are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. The Employer will not be notified about the initial positive result, until it has been confirmed as provided for in this section.
 3. If the specimen provided is unsuitable for testing, or if the chain of custody is violated, the employee will be advised in writing of those circumstances and will be requested to provide another specimen for testing.

- (d) If the results of the second test for illegal drugs that is provided for in Section 32.3(c)2. is positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS Guidelines shall be followed for confirmation and notification of the employee and Employer. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, the Employer will reimburse the employee for the cost of the test.

32.4 Examination and Test

- (a) Except as provided in section 32.3(d), the Employer will pay the cost of any test required by Section 32.2. Provided, however, that in the case of alcohol testing conducted pursuant to Section 32.2(e), any employee who is subject to suspension or dismissal will be given the opportunity for an independent blood alcohol test conducted at the same time at his/her own expense.
- (b) Urine specimens required by this article will be obtained while the employee is on duty. The Employer may extend the employee's duty period for the purpose of drug testing.
- (c) Tests will be performed by a SAMHSA certified facility selected by the Employer.
- (d) Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the Employer. The Employer shall release relevant information contained in those records only to those Employer management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit the Employer from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.
- (e) The Employer will, unless prohibited by law, and as otherwise provided in this Agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing, which the Employer later determines have been refuted, will be destroyed. Test results shall be considered confidential medical records.

ARTICLE 33
LEAVE OF ABSENCE

33.1 Family and Medical Leave

The Employer agrees to comply with the requirements of the Family and Medical Leave Act, as amended from time to time.

Employees are required to substitute their accrued paid vacation leave, personal leave, or family leave for unpaid FMLA leave under this article to the extent that the employee has such paid leave time accrued. In addition, employees requesting leave for serious health conditions which prevent them from performing their jobs are required to substitute paid sick leave for unpaid leave to the extent that paid sick leave is available.

33.2 Military Leave

- (a) Leaves of absence and re-employment rights of employees fulfilling their military obligations (as draftees, volunteers, or reservists) shall be as contained in the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) Title 38, U.S.C. 4311, and other applicable state and federal laws, as the same may be amended from time to time.
- (b) Employees who request time off for military leave are required to apply for such leave. A copy of the military orders must accompany all such applications.
- (c) Employees are responsible for advising the Chief of Police or designee at the earliest possible time of the dates when they are scheduled for any training which conflicts with their normal work schedule.
- (d) Employees are required to provide a copy of their orders to the Chief of Police or designee not more than three (3) days after receiving them.

ARTICLE 34
FUNERAL LEAVE

34.1

Upon notification of the death of a member of the employee's immediate family, an employee shall be allowed to take up to three (3) days funeral leave (for a funeral in Florida) or up to five (5) days funeral leave (for a funeral out of state). If additional time is needed to attend the funeral or take care of other family needs following the death, the Chief of Police may authorize the employee to use additional days of accrued leave.

34.2 For the purposes of this article, immediate family is defined as the following relatives of the employee:

Spouse
Child (including stepchild)
Mother or Father (including stepmother, stepfather, mother-in-law, father-in-law)
Brother, stepbrother, half brother, brother-in-law
Sister, stepsister, half sister, sister-in-law
Grandparents
Grandchildren
Legal Guardian

34.3 The Employer may require an employee to furnish proof of the death and/or proof of the relationship to the deceased in order to obtain funeral leave.

34.4 The employee will notify his supervisor of the need to take funeral leave as soon as possible after the employee is notified of the death of his relative.

ARTICLE 35
GOOD STANDING

For the purposes of promotions and requests for transfer, employees will be considered to be “in good standing” when all of the following conditions are met:

- (a) The employee is not on disciplinary probation;
- (b) The employee has not more than 3 sustained disciplinary violations, or no more of any number of disciplinary violations totaling more than 40 hours suspension, within the past two years;
- (c) The employee has not been demoted within the past two years;
- (d) The employee has achieved a rating of “meets expectations” or higher on the most recent performance evaluation.

ARTICLE 36
SEVERABILITY

In the event that any article, section, or other provision of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The article, section, or provision found invalid, unlawful, or unenforceable shall be subject to renegotiation at the request of either party to this Agreement.

ARTICLE 37
TERM OF AGREEMENT

37.1 Except as otherwise expressly provided, this Agreement shall be effective upon ratification and shall continue in effect until September 30, 2024.

37.2 For the second and third year of this Agreement, beginning October 1, 2022, and October 1, 2023, the parties may reopen Article 28 and up to two (2) additional articles per party.

37.3 During the negotiations, which led up to the execution of this Agreement, each party had an unlimited right and opportunity to raise and bargain concerning any negotiable subject it desired. Accordingly, the parties agree that neither will be obligated to bargain further during the life of this Agreement concerning any matter referred to or covered by this Agreement, except as provided within the Agreement or by law, unless both parties mutually agree to do so.

SIGNATURE PAGE

In witness hereof, the parties have signed this agreement on this ____ day of _____, 2022.

FLORIDA STATE LODGE FRATERNAL
ORDER OF, INC.:

CITY OF KISSIMMEE:

Ned Golden, Chief Negotiator

Olga Sanchez de Fuentes, Chief Negotiator

Corporal Jeffrey Patanjo

Betty Holland, Deputy Police Chief

Officer Edward Diehl

Daniel M. Schad, Deputy Police Chief

Roxane Walton, Human Resources and Risk
Management, Director

Ratified by the City Commission this ____ day
of _____, 2022.

Olga Gonzalez
Mayor-Commissioner

Appendix A

City of Kissimmee Police Department

COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE PROCEDURE FORM

NAME: _____

RANK/TITLE: _____

**STATEMENT OF CONTRACT ARTICLES WHICH GRIEVANT
CLAIMS WERE VIOLATED:**

STATEMENT OF GRIEVANCE:

REQUESTED RELIEF:

SIGNATURE OF GRIEVANT:

_____ DATE: _____

Step 1:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Lieutenant) Date

Step 2:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Captain) Date

Step 3:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Chief of Police) Date

Step 4:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (City Manager) Date

Step 5:

Presented to: _____ **on** _____
Name/City Manager Date

The Association requests arbitration of the grievance set forth above.

Signature (Association Representative) Date

APPENDIX B
Physical Fitness Program Physical Abilities Test

1. exiting a vehicle/opening a trunk;
2. running 220 yards;
3. completing an obstacle course;
4. dragging a 150 pound dummy;
5. obstacle course;
6. running 220 yards;
7. dry firing a weapon six times with each hand; and
8. placing items in a trunk/entering a vehicle.

Officers begin the PAT seated in an automobile with their seat belt on, their hands on the steering wheel at the ten and two o'clock positions. The trunk key is in the vehicle's closed glove compartment. A handgun and a baton are lying in the vehicle's closed trunk. Officers must complete the course in 4:21

Task 1:

Remove your hands from the steering wheel, unfasten the seat belt, open the glove compartment take the key out. Get out of the car and go to the trunk, (the glove box and door are left open) insert the key, unlock, and open the trunk. You must use the key to open the trunk.

Remove the handgun and baton from the trunk. Close the trunk, leaving the key in the lock. Move toward the chair. Place the handgun on the chair; keep the baton.

Task 2:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 3:

Enter the obstacle course. Climb over a 40" wall. Run ten feet. Jump over three hurdles (24", 12", and 18") spaced five feet apart. Run ten feet and enter the serpentine. Run through 9 pylons placed in a single row, 5' apart. Run ten feet toward the low crawl. Drop to the ground and crawl eight feet under a 27" open-air barrier. Drop the baton beside the last low-crawl pylon.

You must stop and repeat any portion of the obstacle course, if you knock over a hurdle or pylon.

Task 4:

Stand up and sprint 50'. Grab the 150-pound dummy and drag it 100' on a grass surface.

Task 5:

Drop the dummy and sprint 50' toward the pylons. Drop into a low crawl and pick up the baton. Enter the obstacle course in reverse. Low crawl eight feet under a 27" high open-air barrier. Stand up and run ten feet toward the serpentine. Run in a serpentine manner through nine

pylons placed in a single row, five feet apart. Run ten feet and jump over three hurdles (18", 12", and 24"). Run ten feet. Climb over the 40" wall.

Task 6:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 7:

Pick up the handgun. Assume a proper firing position and fire six rounds using dominant hand. Fire six rounds with the supporting hand. Count the rounds out loud.

Task 8:

Run to the trunk, turn the key, and open the trunk. Place the weapon and baton inside the trunk. Close the trunk and remove the key from the lock. Run to the driver's side door and enter the vehicle. Close the door, place the key in the glove compartment, and close it. Securely fasten your seat belt. Place your hands on the steering wheel at ten o'clock and two o'clock positions.

ITEM 7.E

Citywide Janitorial and Custodial Services for various City facilities

Request

Approval of agreement with Halo Building Services to provide janitorial services for various City facilities.

Explanation

A procurement process seeking vendors to provide Janitorial Services (IFB2022-007) was conducted over the summer, with bids opened on August 25, 2022. These services will be provided via a continuing services agreement that provides for continuous janitorial and custodial services for various City facilities. There were a total of eleven bidders for this continuing services contract. The lowest bidder was disqualified due to past performance challenges, and Halo Building Services was the second lowest responsive and responsible bidder. Please see the Janitorial Services Bid Abstract attached to the agenda item for more details.

The approved contractor will provide janitorial services to both A and B facilities as listed on the bid abstract and proposal documents attached. Please note that the B facilities are considered high security facilities containing sensitive operations which have been separated out to outline further provisions, as necessary.

Halo Building Services submitted all the required contract documents, therefore staff is requesting approval of their agreement. The term of the agreement is for five (5) years unless otherwise terminated.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10140103-503435		Decrease		\$11,729.00
40945503-503435		Decrease		\$3,867.00
41145713-503435		Decrease		\$3,623.00
41145723-503435		Decrease		\$1,764.00
4617010-503435		Decrease		\$13,296.00
56045603-503435		Decrease		\$192,444.00

Financial Summary:

City-wide Janitorial Services will be split between the General Fund and Enterprise Funds (Building, Airport, Stormwater, Solid Waste, Weld Shops, and Facilities) budgets.

Recommendation

Staff recommends City Commission approval of the Citywide Janitorial and Custodial Services agreement with Halo Building Services in the amount of \$226,723.44.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Janitorial Services Bid Abstract
2. Halo Building Services Proposal
3. Halo Building Services Contract

ABSTRACT OF BIDS

City of Kissimmee

INVITATION/BID# IFB2022-007 Janitorial Services

OPENING DATE: 08/25/22

REQ. DEPARTMENT: Robert Masiku – Public Facilities Manager

TIME: 2:30 PM

VENDOR NAME CITY AND STATE:	Item A Annual Cost (\$)	Item B Annual Cost (\$)	Total Cost of A & B	Carpet Cleaning Per Sq. Ft. Price (\$)	Strip & Wax Per Sq. Ft. Price (\$)	Acknowledge Addendums	Bid Bond	COMMENTS
Immaculate Reflections Auburndale, FL	\$1,036,425.80	\$651,127.20	\$1,687,553.00	.50	.80	Yes	Yes	
Gemilang Solutions Kissimmee, FL	\$104,280.00	\$585,468.00	\$689,748.00	.17	.27	Yes	Yes	
James & James Cleaning Eatonville, FL	\$450,192.00	\$211,608.96	\$661,800.96	.45	.35	Yes	No	Bid Rejected non-responsive.
Clean Space Inc Coral Springs, FL	\$159,884.38	\$221,921.18	\$381,805.56	.20	.60	Yes	No	Bid Rejected non-responsive.
Property Works West Palm Beach, FL	\$808,791.86	\$584,620.56	\$1,393,412.42	.71	.59	Yes	Yes	
Halo Building Services Orlando, FL	\$98,139.96	\$128,583.48	\$226,723.44	.15	.25	Yes	Yes	
High Source Riverview, FL	\$92,280.00	\$130,440.00	\$222,720.00	.18	.35	Yes	Yes	
3H & 3H Inc Buford, GA	\$147,683.28	\$246,139.20	\$393,822.48	.20	.45	Yes	No	
D&A Building Services Longwood, FL	\$191,200.20	\$365,868.84	\$557,069.04	.15	.35	Yes	Yes	
Riley Equitable Orlando, FL	\$147,419.00	\$84,890.00	\$232,309.00	.26	.54	Yes	No	Bid Rejected non-responsive.
Shark Vision Groveland, FL	\$89,442.96	\$104,420.05	\$193,863.01	.15	.23	Yes	No	Bid Rejected non-responsive.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.org. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

Janitorial Proposal

Prepared for:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

Bid Number IFB2022-007 Janitorial Services

August 9, 2022

Submitted By:



**Valerie Puryear, Business Development
Angel Curbelo, President
HALO Building Services. LLC**

**** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE
SUBMITTED WITH YOUR BID ****

Bid IFB2022-007

Page 1

I/we, the undersigned, hereby declare that I/we have reviewed the bid documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our bid as follows with full understanding that the bid package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful bidder.

ITEM A. CITY OF KISSIMMEE

<u>NO.</u>	<u>DESCRIPTION</u>	<u>MONTHLY COSTS</u>	<u>ANNUAL COST</u>
1	Central Services Complex /Fleet/Clinic	\$1,798.99	\$21,587.88
2	Public Works Traffic	\$293.86	\$3,526.32
3	Public Works Streets & Stormwater	\$150.30	\$1,803.60
4	Public Works Weld Shop	\$147.02	\$1,764.24
5	Public Works Drainage/Streets/ Stormwater Lab and Shop Areas	\$370.52	\$4,446.24
6	Public Works Sanitation	\$301.89	\$3,622.68
7	Civic Center	\$2,425.05	\$29,100.00
8	Oak Street Com Center	\$592.86	\$7,114.32
9	Chambers Park Com Center	\$376.42	\$4,517.04
10	Public Works Facilities Maintenance	\$294.64	\$3,535.68
11	Orange Gardens Community Center	\$149.31	\$1,791.72
12	Fortune Road Athletic Complex	\$589.18	\$7,070.16
13	Park Operations Center	\$305.55	\$3,666.60
14	Durbin Park at Lakeside	\$292.23	\$3,506.76
15	Rose Hill Cemetery	\$90.54	\$1,086.72

TOTAL ANNUAL COST OF ITEM A

\$ 98,139.96

ITEM B. CITY OF KISSIMMEE

<u>NO.</u>	<u>DESCRIPTION</u>	<u>MONTHLY COSTS</u>	<u>ANNUAL COST</u>
16	Kissimmee City Hall	\$4,886.93	\$58,643.16
17	Kissimmee Gateway Airport Admin Building	\$445.35	\$5,344.20
18	Kissimmee Gateway Airport Tower	\$301.86	\$3,622.32
19	Kissimmee Gateway Airport Hangar	\$1,735.74	\$20,828.88
20	Kissimmee Police Department	\$1,862.14	\$22,345.68
21	Kissimmee KPD Communications Center (911)	\$298.99	\$3,587.88
22	Kissimmee KPD Training Facility	\$1,184.28	\$14,211.36

TOTAL ANNUAL COST OF ITEM B

\$ 128,583.48

TOTAL ANNUAL COST CITY OFFICES (ITEM A + ITEM B)

\$ 226,723.44

Carpet Cleaning per Square Foot
Strip and Wax per Square Foot

\$0.15

\$0.25



August 9, 2022

Debbie Luke
Procurement Coordinator
City of Kissimmee
101 Church Street Suite
Kissimmee, FL 34741

Dear Debbie,

Thank you for allowing Halo Building Services, LLC the opportunity to submit our proposal to the City of Kissimmee for the Janitorial and Cleaning program for your facilities.

We have based our proposal on the cleaning specifications and Scope of Work provided by you, our meeting to discuss the requirements for your facilities, and our walk through of your facilities. It is our desire to be your partner in providing a customized solution that is both economically and operationally feasible. We are confident in our ability to meet your requirements. We welcome the opportunity to review our overall program and discuss any adjustments that will mutually benefit City of Kissimmee and our company.

With over 30 years combined experience in this industry both Angel Curbelo and myself believe we can provide a management process to ensure consistent performance for your facilities. We can also be flexible to meet the on-going requirements and unexpected challenges. If you have any questions or need additional information, please feel free to call me at (561) 414-4068 or Angel Curbelo at (407) 470-2014.

Halo Building Services, LLC appreciates your time and consideration of our company. We look forward to a favorable response and developing a long-term mutually beneficial relationship with City of Kissimmee and your company.

Kindest Regards,

Valerie Puryear
Business Development
HALO Building Services, LLC

Angel Curbelo
President
Halo Building Services, LLC

LOCATIONS TO BE SERVICED

- **City of Kissimmee** has requested that Halo Building Services, LLC submit a proposal for providing janitorial/ cleaning services at the locations listed below: Pricing is effective for one (1) year. Future pricing adjustments will be mutually negotiated between **City of Kissimmee** and Halo Building Services, LLC and will be based on current market conditions and/or the most recent consumer price index. This is do to minimum wages increasing every year till 2026.

- CENTRAL SERVICES COMPLEX /FLEET/CLINIC
- PUBLIC WORKS DIVISION:
- TRAFFIC
- WELD SHOP
- DRAINAGE / STREETS / STORM WATER LAB AND SHOP AREAS
- SANITATION
- FACILITIES MAINTENANCE
- CIVIC CENTER
- OAK STREET COMMUNITY CENTER
- CHAMBERS PARK COMMUNITY CENTER
- ORANGE GARDENS COMMUNITY CENTER
- FORTUNE ROAD ATHLETIC COMPLEX
- PARKS OPERATION CENTER
- DURBIN PARK AT LAKESIDE
- ROSE HILL CEMETERY
- KISSIMMEE CITY HALL
- KISSIMMEE GATEWAY AIRPORT ADMIN BUILDING
- KISSIMMEE GATEWAY AIRPORT HANGAR/TOWER
- KISSIMMEE POLICE DEPARTMENT
- KISSIMMEE COMMUNICATION CENTER
- KISSIMMEE KPD TRAINING FACILITY
- Based on 285,695 square feet.

CLEANING SPECIFICATIONS- City of Kissimmee

The following cleaning specifications will be utilized for the buildings at the locations. The areas will be addressed five (5) days a week Monday through Friday unless otherwise specified in the Specifications provided by City of Kissimmee.

EXHIBIT A SCHEDULE OF SERVICES SPECIFICATIONS

The facility must be cleaned on a routine basis, the duties of which are described in the **Scope of Work attachment**.

SCHEDULE OF SERVICES – ALL AREAS – (unless otherwise indicated)

EACH VISIT:

- Sweep and clean all non-carpeted floors, damp mop tile areas.
- Vacuum all carpeted areas thoroughly (baseboard to baseboard), to include corners and under furniture.
- Empty all trash cans, including the larger trash cans under stairwells and change liners as needed (if contaminated).
- Put all trash in dumpsters.
- Empty and clean all ashtrays at entrances (exterior).
- Fill all soap dispensers full.
- Fill all hand towel dispensers full.
- Fill all toilet tissue dispensers full.
- Clean and mop all restrooms thoroughly, disinfect and place deodorant. This includes cleaning tiled walls, doors, and cabinets.
- Dust all windows in offices and hallways including Venetian blinds.
- Clean window sills.
- Spot clean carpet when noticeable stains are evident.
- Clean all water fountains thoroughly.
- Clean door knobs with a department germicidal detergent.
- Dust all desk tops if requested.
- Dust all wall items in hallways and offices, including high dusting. Dust all counter tops and chairs.
- Clean and mop all stairs, stairwells, and elevators thoroughly.
- Clean any employee break rooms, including tables and sinks, under couches/chairs, sweep and mop floors.

- Clean all entrance store front doors and windows inside and out.

WEEKLY:

- Clean and polish all desks, tables, and counter tops. Dust all office furniture.
- Remove all cobwebs from all office hallways, windows, and ceiling areas to include all high dusting.
- Wax and buff all tile area with a non-slip wax.

QUARTERLY:

- Machine scrub all tiled common areas.
- Clean, strip, wax, and buff all tile areas.
- Remove all wax build-up in corners and along baseboards.

SCHEDULE OF SERVICES - SPECIAL REQUIREMENTS:

The provider should provide daily custodial services will include but are not limited to the following: day porter hours from 8am to 5pm, Monday – Friday. With the understanding that day porter may have to assist in other City buildings.

- 1..... walls windows and doors
- 2..... floor care and maintenance
- 3..... dust common area furniture
- 4..... drinking fountains
- 5..... garbage collection and removal
- 6..... restroom spot and refill dispensers
- 7..... clean administrative lobby offices and entrances
- 8..... cleaning breakrooms and employee lounge
- 9..... pick up trash on patios, parking lot, and sidewalks
- 10.....miscellaneous cleaning requests as needed

ALL AREAS: Special attention will be given to keeping all carpeted areas in a continued state of cleanliness by spot cleaning as needed. **Total carpet cleaning will be done on a demand basis. The cost of such cleaning will be bid per square foot as a separated line item on the Schedule of Offers and not included in the monthly cleaning costs of any specific area. The successful vendor should suggest areas that should be considered for cleaning.**

Kissimmee Civic Center: Priority cleaning days – Thursday, Friday, Saturday, Sunday and Monday morning preferable between the hours of 9:00pm – 8:00am.

Adheres to City recycling schedule, blue bins should be emptied into recycling dumpster.

Daily

Arena

- Dust mop arena floor
- Spot clean arena floor
- Empty all trash receptacles
- Spot clean arena doors and windows (as needed)

Lobby

- dust mop lobby floor
- wash all lobby windows
- clean drinking fountains
- run floor machine in lobby

Catering Kitchen

- dust mop kitchen floor
- wipe down all stainless-steel items
- Clean and sanitize Sinks
- Empty all trash receptacles and replace liners
- mop floor as needed
- Clean and refill soap dispensers
- Clean and refill paper towel dispensers

Mezzanine / Balcony

- Dust mop floors
- Empty trash
- Spot clean glass doors and windows (as needed)

All Restrooms and Locker rooms

- All showers in both locker rooms to be cleaned and sanitized daily.
- Clean and sanitize Sinks
- Clean and Sanitize urinals toilets
- Check toilet paper dispensers
- Clean mirrors
- Clean and refill soap dispensers
- Clean and refill paper towel dispensers

- Check air fresheners
- Wipe down all splash marks on walls
- Empty all trash receptacles and replace liners
- Empty and disinfect sanitary receptacles
- Sweep and Mop floors
- TNT Locker Room Showers monthly.
- TNT Locker Room floors monthly.

Weekly

- Polish all stainless steel in restrooms. Kitchen and concessions
- Wipe down internally lit signs in lobby, stairwell and hallways
- Dust pictures and plants
- Wipe down swinging doors in ballrooms
- Wash counter tops concessions and lobby
- Run floor machine in mezzanine / balcony floors upstairs
- Clean all window surfaces

Fitness Center

- Dust TV's
- Sweep and mop floors
- Clean Mirrors
- Wash windows

Monthly

- Clean and polish refrigerators in Kitchen and concessions
- Burnish Arena Floor
- Dust tray ceiling in all ballrooms
- Machine scrub all tile common areas

Quarterly

- Needs to be deep cleaned.

Yearly

- Strip and wax all hallways, kitchen, concession and lobby floors.

Public Works Facility

Cleaning of this facility will be on Monday - Friday nights. The cleaning procedure will be limited to all Common (public areas) areas and all restrooms in the facility each visit. The offices of all Public Works Facility will be cleaned bi-weekly following the specifications under section 4.1 each visit.

Chambers Park Community Center

Cleaning of this facility will be Monday through Friday nights after 9pm. The cleaning procedure will be limited to all Common (public areas) areas and all restrooms in the facility each visit. Vacuum and clean the meeting rooms, library and office areas so the entire building is cleaned daily.

Oak Street Community Center

Cleaning of this facility will be Monday through Friday nights after 9pm. The cleaning procedure will be limited to all Common (public areas) areas and all restrooms in the facility each visit. All rooms including the Kiddie Korner room will be cleaned, including:

- Clean and dust all fans and blades as needed.
- Vacuum and clean the meeting rooms, library and office areas so the entire building is cleaned daily.

Orange Gardens Community Center

- Facility to be swept/mopped and general cleaning 2-3 times a week
- Areas included should be the large meeting room, restrooms and stage

Park Operations Center

- Common areas cleaned 2 times each week. This includes: Breakroom, bigger office area, 3 small offices, back breakroom and kitchen area.

Fortune Road Athletic Complex

- Facility to be vacuumed and general cleaning 2 times a week, areas included should be the upstairs areas only which are the large meeting room, office areas, restrooms, and hallways.

Durbin Park @ Lakeside

- Facility to be vacuumed and general cleaning 2-3 times a week,
- areas included should be the large meeting room, office, kitchen and the entire building.

Rose Hill Cemetery

- Facility in to be vacuumed and general cleaning 2-3 times a week, areas included should be the common area and large meeting room, 2 offices and 2 restrooms.

Facilities Maintenance, 104 N Alaska

- To be cleaned five days a week, Monday – Friday
- Bathroom – unisex

- Sweep and mop floor spot clean
- Clean/sanitize, sink, toilet
- Clean mirror
- Clean and refill dispensers, soap, toilet, paper towels, toilet seat covers,
- Empty all garbage cans and replace liners
- Spot clean where needed, wipe down all splash marks/dirt on walls
- Dust, mop/vacuum floor
- Clean drinking fountain

AREAS TO BE CLEANED:

CITY OF KISSIMMEE

1. **Central Services Complex**
2. **Public Works Division – Traffic, Weld Shop, Streets, Drainage, Sanitation, Facilities Maintenance**
3. **Civic Center**
4. **Oak Street Community Park**
5. **Chambers Community Center**
6. **Orange Gardens Community Center**
7. **Fortune Road Athletic Complex**
8. **Park Operations Center**
9. **Durbin Park at Lakeside**
10. **Rose Hill Cemetery**

FREQUENCY OF AREAS TO BE CLEANED:

- **The following sites will be cleaned Monday – Friday.
Civic Center, Oak Street Community Center, Chambers Community Center,
Central Services Complex, Public Works facilities.**

AGREEMENT between CITY OF KISSIMMEE

And

Halo Building Services

THIS AGREEMENT is made this _____ day of _____, 2022 between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “CITY” and **Halo Building Services**, whose business address is 4902 Alavista Drive, Orlando, Florida, hereinafter “CONTRACTOR” and each represents as follows:

WITNESSETH

WHEREAS, The City advertised an Invitation to Bid Number IFB2022-007 for Janitorial Services; and

WHEREAS, Contractor provides janitorial services in the Central Florida area and was the lowest responsive bidder; and

WHEREAS, The City desires to award Bid Number IFB2022-007 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SERVICES.** Contractor agrees to provide janitorial services in accordance with the Janitorial Services Schedule and Specifications attached hereto as Exhibit “A” and incorporated herein.
3. **PREMISES.** Contractor agrees to provide these services for the Central Services Complex, Public Works Division; Traffic Department, Weld Shop, Streets, Drainage, Sanitation, Facilities Maintenance, Trailer Class Room, KPD gun range, Civic Center, Oak Street Community Center, Chambers Park Community Center, Orange Gardens Community Center, Fortune Road Athletic Complex, Durbin Park at Lakeside, Park Operations Center and Rose Hill Cemetery. Attached hereto as Exhibit “B” are the estimated square foot specifications for each location
4. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide janitorial services in accordance with the Purchase Order, Janitorial Services Proposal, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined in the Invitation to Bid Documents. Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.

5. **TERM.** The term of this Agreement shall be for a thirty-six (36) month period from October 1, 2022 through September 30, 2025, unless sooner terminates as permitted herein. This Agreement may, by mutual written consent of the parties, be extended for an additional twenty-four (24) month period.
6. **PAYMENT.** The City agrees to pay Contractor ----- on a monthly basis upon receipt of an invoice. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Development Services Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
7. **INSURANCE.** Contractor shall furnish the City with a performance contract bond and a labor and material bond each in the amount of 60,865.00. Contractor is required to submit to the City Certificates of Insurance naming the City of Kissimmee as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** The Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.
8. **PURCHASE ORDERS.** The City may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in Exhibit A. Consultant must seek approval from the City before performing any additional work. The City must provide the Consultant written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the

Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Kissimmee for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City of Kissimmee. The vendor shall however, be entitled to payment for services commenced and approved by the City of Kissimmee prior to receipt of notice, or with the expressed written consent of the City of Kissimmee, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **INDEMNIFICATION.** To the extent permitted by law, Contractor. hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor. agents, employees, sub-contractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the

enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

12. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
13. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.
14. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
15. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
16. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
17. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Natrevia L. Gradney-Mitchell, Public Works Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

Angel Curbelo, President
Halo Building Services
4902 Alavista Drive
Orlando, FL 32837
Kissimmee, Florida 34741

18. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
19. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only if written and valued considerations exchanged.

Signature page to follow

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CONTRACTOR.

By: [Signature]

Title: President

Date: 9-19-22

STATE OF FLORIDA)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of September, 2022, by Angel Urbelo as Halo building Services of Contractor, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]
Print Name: Gabrielle Mejia
My Commission Expires: 06/10/2023



CITY OF KISSIMMEE

By: _____

Mayor- Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT A

Normal cleaning hours will be after 5 PM Monday through Friday for these facilities, Central Services, all Public Works facilities.

GENERAL SPECIFICATIONS:

Those services such as stripping and waxing or work requiring closing of the building may be done on Saturday with prior approval from the City. The successful bidder must have at least one (1) employee in City Hall daily before 5 PM to perform duties which must be completed before scheduled meetings such as Commission Meetings. The City Managers Department receptionist can provide information on any scheduled meetings. The employee must check floor areas in meeting rooms and restrooms in areas scheduled for use to ensure wastebaskets are emptied, toilet tissue holders are full, table tops are clean and dusted, and the area is presentable for meetings or other scheduled functions. No cleaning near the area of any meeting room will take place until the meeting is complete and participants have departed.

D. The Community Centers (Durbin Lakeside Park, Orange Gardens Community Center, Fortune Road, Civic Center, Chambers Park and Oak Street) may be entered after 9:00 PM pending program and event schedules. There may be special events or activities that occur in the Department facilities that may require a special cleaning schedule. On those days or nights, the Department Facility manager will notify the provider at least 24 hours in advance of the event to discuss the cleaning requirements for the event and to negotiate any additional fees resulting from this special cleaning.

E. The successful bidder will provide all labor, equipment, and supplies including paper towels, toilet tissue, urinal and commode deodorants, toilet seat covers, and any other supplies as set forth in the attached Schedule of Services, and/or any other items necessary to perform services satisfactorily. The successful bidder must utilize the current dispensers in all City facilities and these may be proprietary. Batteries for fragrance dispensers will be provided. The successful vendor is also responsible for the re-supply and maintenance of female sanitary products vending machine, inclusive of collection of monies from the machines.

F. The Contractor is responsible for turning off all lighting and securing controlled areas before leaving the building.

FREQUENCY OF AREAS TO BE CLEANED:

- The following sites will be cleaned Monday – Friday.

Civic Center, Oak Street Community Center, Chambers Community Center, Central Services Complex, Public Works facilities.

SCHEDULE OF SERVICES – ALL FACILITIES – (unless otherwise indicated)

A. EACH VISIT:

- Sweep and clean all non-carpeted floors, damp mop tile areas.
- Vacuum all carpeted areas thoroughly (baseboard to baseboard), to include corners and under furniture.

- Empty all trash cans, including the larger trash cans under stairwells and change liners as needed (if contaminated).
- Put all trash in dumpsters.
- Empty and clean all ashtrays at entrances (exterior).
- Fill all soap dispensers full.
- Fill all hand towel dispensers full.
- Fill all toilet tissue dispensers full.
- Clean and mop all restrooms thoroughly, disinfect and place deodorant. This includes cleaning tiled walls, doors, and cabinets.
- Dust all windows in offices and hallways including Venetian blinds.
- Clean window sills.
- Spot clean carpet when noticeable stains are evident.
- Clean all water fountains thoroughly.
- Clean door knobs with a department germicidal detergent.
- Dust all desk tops if requested.
- Dust all wall items in hallways and offices, including high dusting.
- Dust all counter tops and chairs.
- Clean and mop all stairs, stairwells, and elevators thoroughly.
- Clean any employee break rooms, including tables and sinks, under couches/chairs, sweep and mop floors.
- Clean all entrance store front doors and windows inside and out.

WEEKLY:

- Clean and polish all desks, tables, and counter tops.
- Dust all office furniture.
- Remove all cobwebs from all office hallways, windows and ceiling areas to include all high dusting.

- Wax and buff all tile area with a non-slip wax.

QUARTERLY:

- Machine scrub all tiled common areas.
- Clean, strip, wax, and buff all tile areas.
- Remove all wax build-up in corners and along baseboards.

SCHEDULE OF SERVICES – INDIVIDUAL FACILITY SPECIAL REQUIREMENTS:

KISSIMMEE CIVIC CENTER- 201 E. Dakin Ave.: Priority cleaning days – Thursday, Friday, Saturday, Sunday and Monday morning preferable between the hours of 9:00pm – 8:00am. Adheres to City recycling schedule, blue bins should be emptied into recycling dumpster.

A. Daily

Arena

- Dust mop arena floor
- Spot clean arena floor
- Empty all trash receptacles
- Spot clean arena doors and windows (as needed)

Lobby

- Dust mop lobby floor
- Wash all lobby windows
- Clean drinking fountains
- Run floor machine in lobby

Kitchen

- Dust mop kitchen floor
- Wipe down all stainless steel items
- Clean and sanitize Sinks

- Empty all trash receptacles and replace liners
- Mop floor as needed
- Clean and refill soap dispensers
- Clean and refill paper towel dispensers

Mezzanine / Balcony

- Dust mop floors
- Empty trash
- Spot clean glass doors and windows (as needed)

All Restrooms and Locker rooms

- All showers in both locker rooms to be cleaned and sanitized daily.
- Clean and sanitize Sinks
- Clean and sanitize urinals and toilets
- Check and restock toilet paper dispensers
- Clean mirrors
- Clean and refill soap dispensers
- Clean and refill paper towel dispensers
- Check air fresheners
- Wipe down all splash marks on walls
- Empty all trash receptacles and replace liners
- Empty and disinfect sanitary receptacles
- Sweep and Mop floors
- TNT Locker Room Showers monthly.
- TNT Locker Room floors monthly.

B. Weekly

- Polish all stainless steel in restrooms. Kitchen and concessions
- Wipe down internally lit signs in lobby, stairwell and hallways
- Dust pictures and plants in East hallway
- Wipe down swinging doors in ballrooms
- Wash counter tops concessions and lobby
- Run floor machine in mezzanine / balcony floors upstairs
- Clean all window surfaces

Fitness Center

- Dust TV's
- Sweep and mop floors
- Clean Mirrors
- Wash windows

C. Monthly

- Clean and polish refrigerators in Kitchen and concessions
- Burnish Arena Floor
- Dust tray ceiling in all ballrooms
- Machine scrub all tile common areas

D. Quarterly

- Whole facility needs to be deep cleaned.

E. Yearly

- Strip and wax all hallways, kitchen, concession and lobby floors.

PUBLIC WORKS FACILITIES –

Traffic – 2205 Mabbette St., Streets – 2213 Mabbette St., Weld Shop – 2215 Mabbette St., Drainage – 2213 Mabbette St., Sanitation – 2201 Mabbette St.

Normal cleaning hours will be after 5 PM Monday through Friday for all Public Works facilities. The cleaning procedure will be limited to all Common (public areas) areas and all restrooms in the facility each visit. The offices of all Public Works Facility will be cleaned bi-weekly following the specifications under section A, as described for each visit.

CHAMBERS PARK COMMUNITY CENTER – 2380 N. Smith Street:

Cleaning of this facility will be Monday through Friday nights after 9pm. The cleaning procedure will be limited to all Common (public areas) areas and all restrooms in the facility each visit. Vacuum and clean the meeting rooms, library and office areas so the entire building is cleaned daily.

OAK STREET COMMUNITY CENTER – 717 N. Palm Ave.

Cleaning of this facility will be Monday through Friday nights after 9pm. The cleaning procedure will be limited to all Common (public areas) areas and all restrooms in the facility each visit. All rooms including the Kiddie Korner room will be cleaned, including:

- Clean and dust all fans and blades as needed.
- Vacuum and clean the meeting rooms, library and office areas so the entire building is cleaned daily.

ORANGE GARDENS COMMUNITY CENTER – 1114 George Street.

- Facility to be swept/mopped and general cleaning 2-3 times a week
- Areas included are the large meeting room, restrooms and stage.

PARK OPERATIONS CENTER – 20 Lakeview Drive.

- Common areas cleaned 2 times each week. This includes all breakrooms, all office areas, and kitchen area.

FORTUNE ROAD ATHLETIC COMPLEX – 2500 Fortune Road

- Facility to be vacuumed and generally cleaning 2 times a week. This includes upstairs areas- large meeting room, office areas, restrooms, and hallways.

DURBIN PARK at LAKESIDE – 2253 Lakeside Drive

- Facility to be vacuumed and general cleaning 2-3 times a week, areas included should be the large meeting room, office, kitchen and the entire building.

ROSE HILL CEMETERY – 1615 Old Boggy Creek Road

- Facility in to be vacuumed and general cleaning 2-3 times a week, areas included should be the common area and large meeting room, 2 offices and 2 restrooms.

FACILITIES MAINTENANCE – 104 N Alaska Avenue

- To be cleaned five days a week, Monday – Friday
- Bathroom – unisex
- Sweep and mop floor spot clean
- Clean/sanitize sink and toilet
- Clean mirror
- Clean and refill dispensers, soap, toilet, paper towels, toilet seat covers,
- Empty all garbage cans and replace liners
- Spot clean where needed, wipe down all splash marks/dirt on walls
- Dust, mop/vacuum floor
- Clean drinking fountain

ITEM 7.F

Authorization to execute an agreement with the Lunz Group for the design of the City of Kissimmee Fire Station No. 15

Request

Request Commission authorization to enter into a contract with the Lunz Group for \$701,229.80 for the design of the City of Kissimmee Fire Station No. 15. The funds are budgeted and available in the Sales Tax Fund.

Explanation

The City of Kissimmee Fire Department sought submittals from architects for architectural and design services for the construction of a new Fire Station No. 15 to service the growing local population. This Fire Station will border the Kissimmee Gateway Airport and will provide services including structural firefighting, emergency medical service (EMS) and Aircraft Rescue & Fire Fighting (ARFF). The City envisions a split floor plan design, with the ARFF service being within the Airport secure boundary.

RFQ2022-002 was legally advertised on February 6, 2022. The Request for Qualifications (RFQs) submissions were due on March 4, 2022. Four companies submitted RFQs. The selection committee met on Tuesday, March 15, 2022, to evaluate and score the proposals, at which time they selected the top two firms to return for interviews. The firms were interviewed on April 5, 2022 and the consensus of the selection committee was to request that Commission authorize staff to enter into a contract with the highest-ranked proposer, the Lunz Group of Lakeland, Florida.

- The Lunz Group - Lakeland, Florida
- Schenkel & Shulz - Orlando, Florida
- Bentley Architects & Engineering - Longwood, Florida
- ForeFront Architect - Clermont, Florida

A recommendation of award was posted, and no protests were received.

The selection committee was comprised of staff from the Fire Department, the Kissimmee Gateway Airport, and the Public Works & Engineering. Scoring consideration was based on but not limited to the firm's experience with similar type completed projects.

The Facilities Construction and Maintenance Manager will act as the Owner's Representative for the design and construction phase of the project. Civil Engineering is also included in this phase of the project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
-----------	-----------	---------------------	--------	--------

10435106-506292	ST2209	Decrease	\$500,000	\$490,650
10435106-506292	To Be Assigned	Decrease	\$6,500,000	\$201,579

Financial Summary:

Funds for this project are available in project ST2209 in the amount of \$490,650. The remaining balance of \$201,579.80 will come from the Fire Station No. 15 Sales Tax project in the FY23 budget. This project number is not yet assigned.

Recommendation

Staff recommends the Commission authorize and execute the contract with the Lunz Group for the design of the City of Kissimmee Fire Department's new Fire Station No. 15 in the amount of \$701,299.80.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Fire Station No. 15 Design Agreement
2. Exhibit A - Scope of Service - Lunz Group Proposal
3. Short List Results

AGREEMENT BETWEEN

AGREEMENT FOR
ENGINEERING AND DESIGN SERVICES
FOR THE CITY OF KISSIMMEE

THIS AGREEMENT made and entered into this 27th day of September, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and The Lunz Group whose address is 58 Lake Morton Drive, Lakeland, FL 33801-5344 hereinafter "CONTRACTOR" and each represent as follows:

WITNESSETH

WHEREAS, the CITY advertised RFQ 2022-002, titled "Engineering and Design of Fire Station 15" where firms submitted statement of qualifications to provide services to include, but not limited to the planning, permitting, design, and construction administration support services for the Fire Station 15 Project; and

WHEREAS, the Statements of Qualifications submitted were reviewed, evaluated, and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, and reputation; and

WHEREAS, based on the competitive section, process CITY determined The Lunz Group is qualified to provide the services and desires to award an engineering and design services contract to CONTRACTOR consistent with the terms, conditions, and requirements of the RFQ.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.0
GENERAL

- 1.1 CONTRACTOR shall be defined herein to include all principals of the firm including full time employees, professional or otherwise, and all other servants, agents, employees, and/or subcontractors retained by CONTRACTOR, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, CONTRACTOR submitted to CITY detailed resumes of key personnel that will be involved in performing services described in the Agreement. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If at any time hereafter CONTRACTOR desires to change the key personnel in an active Agreement, it shall submit the qualifications of the new personnel to CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

- 1.3 CONTRACTOR acknowledges that CITY retains other contractors, engineering and otherwise, and that coordination between said contractors and the CONTRACTOR may be necessary from time to time for the successful completion of the Agreement. CONTRACTOR agrees to provide such coordination as necessary within the Scope of Design/ Engineering Services contained in Exhibit "A".
- 1.4 CONTRACTOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Agreement.
- 1.5 Requirements for sealing all plans, reports, and documents prepared by CONTRACTOR shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Agreement is for professional engineering and design services related to the CITY. CITY and CONTRACTOR mutually acknowledge that this Agreement will be phased over an extended period and that aspects of the Agreement(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the CONTRACTOR during this Agreement.

SECTION 2.0 SCOPE OF SERVICES

CONTRACTOR shall diligently and in a professional and timely manner perform the work included in the Agreement. Unless modified in writing by the Parties hereto, duties of CONTRACTOR shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

CONTRACTOR agrees to perform those design and engineering services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by CONTRACTOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the CONTRACTOR describing the services desired and providing a basis for compensation to CONTRACTOR.

2.2 SPECIAL SERVICES

CITY and CONTRACTOR agree that there may be certain additional services required to be performed by CONTRACTOR during the performance of the Agreement that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by CONTRACTOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the Addendum Form, attached hereto and made a part hereof as Exhibit "B". Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3.0 CITY'S RIGHT AND RESPONSIBILITIES

CITY shall provide the services described below in a timely fashion at no cost to CONTRACTOR:

- 3.1 Furnish CONTRACTOR with existing data, records, maps, plans specifications, reports, fiscal data, and other design and engineering information that is available in the Public Works & Engineering files necessary or useful to CONTRACTOR for the performance of the Agreement. All such documents conveyed by CITY shall be and remain the property of CITY and shall be returned to CITY upon completion of the Agreement to be performed by CONTRACTOR.
- 3.2 Make CITY personnel available where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for CONTRACTOR to enter upon public lands and assist the CONTRACTOR in gaining access to private lands as required for CONTRACTOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Agreement.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the CONTRACTOR and render decisions, in writing, indicating CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to CONTRACTOR whenever CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of CONTRACTOR's services, or become aware of any issue or changes necessary to the work of CONTRACTOR.
- 3.7 Following CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Agreement not covered under the engineering Agreement.

SECTION 4.0 COMPENSATION

4.1 GENERAL

Compensation to CONTRACTOR for services performed on each Addendum shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Cost-Plus-Fixed Fee Method
- c. Direct Labor Costs Method

The type and amount of compensation for each Addendum to be provided shall be described on the Exhibit "B".

4.2 LUMP SUM METHOD

4.2.1 Lump sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subcontractors' and specialist costs) for the services to be provided in the Addendum unless there is a change in the scope of the work, or other conditions stipulated in the Addendum, and the Addendum is modified by both CITY and CONTRACTOR to reflect the change by formal amendment to this Agreement.

4.2.2 Payment to CONTRACTOR for services performed under an Addendum under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by CONTRACTOR and accepted by CITY.

4.3 COST-PLUS-FIXED FEE METHOD

Compensation for services performed under the Cost-Plus-Fixed Fee Method shall be based on reimbursement of actual costs incurred by CONTRACTOR in its performance of services under an Addendum (hereinafter referred to as "Reimbursable Costs") plus a percentage Fixed Fee.

4.4 DIRECT LABOR COSTS METHOD

Compensation for services performed under the Direct Labor Costs Method shall be an amount equal to ENGINEER's direct labor costs plus an overhead cost, as defined in Section 4.5.2, and a negotiated operating profit margin plus other "Reimbursable Costs", as defined in Section 4.5.3 and Section 4.5.4.

4.5 REIMBURSABLE COSTS

Reimbursable Costs are Direct Salary Costs, Overhead Costs, Subcontractor Costs, and Other Direct and Unit Costs, as are defined in Section 4.5.1 through Section 4.5.4.

4.5.1 DIRECT LABOR COSTS

Direct Labor Costs shall be defined as the actual wages and salaries paid to professional, technical and other personnel of CONTRACTOR while such personnel are engaged directly in the performance of the services under this Agreement. A schedule of ranges of actual hourly rates currently paid by CONTRACTOR, including its subcontractors, to classifications of personnel likely to be employed to perform services under this Agreement is contained in the Hourly Rate Schedule, attached hereto and made a part hereof as Exhibit "C". Any revisions to said ranges of actual hourly rates shall be negotiated with and approved by CITY's Designated Representative (Section 6.2) prior to being charged.

4.5.2 OVERHEAD COSTS/OVERHEAD RATE

The Reimbursable Costs for CONTRACTOR's Overhead Costs include allowances for Fringe Benefits and General and Administrative Overhead. The types of costs which are included in such Overhead Costs are those normally recorded and accounted for by CONTRACTOR, as are generally defined in Section 4.5.2.1 and Section 4.5.2.2. Overhead Costs shall be calculated as a percentage of Direct Labor Cost (hereinafter referred to as "Overhead Rate"). The overhead rate shall be set at 10%. The operating profit margin shall be negotiated between the CITY and the CONTRACTOR for each Addendum.

4.5.2.1.Fringe Benefits

Fringe Benefits shall include, but not be limited to, the following:

- a. Worker's compensation insurance.
- b. State and Federal unemployment insurance.
- c. Employer contributions to Social Security.
- d. Other payroll taxes.
- e. Salary continuation insurance.
- f. Life, medical, and dental insurance.
- g. Vacation, sick leave, and holiday pay.
- h. Incentive compensation.
- i. Retirement benefits.

4.5.2.2. General and Administrative Overhead

General and Administrative Overhead includes the following indirect costs which are not identifiable as directly allocable to the Agreement:

- a. Provisions for office, light, heat, and similar items for working space, depreciation allowances or rental of furniture, equipment and engineering instruments, automobile expenses, and office and drafting supplies.
- b. Taxes and insurance, other than those included as Fringe Benefits, but excluding State and Federal income taxes and applicable sales taxes.
- c. Library and periodical expense and other means of keeping abreast of advances in engineering, such as attendance at technical and professional meetings.
- d. Executive, administrative, accounting, legal, stenographic, and clerical salaries and expenses, other than Agreement-identifiable salaries included in salary-related costs and Agreement-related expenses included in reimbursable non-salary expenses, plus salary or imputed salaries of principals, to the extent that they perform general executive and administrative services as distinguished from technical or advisory services directly applicable to the Agreement.
- e. Business development expenses, including salaries of principals and salary costs of employees so engaged.
- f. Provision for loss of productive time of technical employees between Agreements and for time of principals and employees on public interest Agreements.

4.5.3 SUBCONTRACTOR COSTS

This item includes costs and expenses incurred in connection with subcontracts and consulting agreements entered into by CONTRACTOR with third parties with prior CITY approval, for performance of certain services which CONTRACTOR agrees to render pursuant to this Agreement. Administrative surcharges for subcontractor services are not allowable costs. CONTRACTOR's cost for subcontractor coordination must be delineated in the man-hour estimate for the respective task.

4.5.4 OTHER DIRECT COSTS

Other Direct Costs include the actual costs to CONTRACTOR of project-related expenses that are required to complete the Agreement, as defined in the following paragraphs.

4.5.4.1 Equipment, Materials, and Supplies

This item includes all equipment, materials, and supplies used and consumed directly in the performance of the services hereunder not included in CONTRACTOR's General and Administrative Overhead costs, as determined and defined in Section 4.5.2.2 above, such as: special report binders; and costs of plans, drawings and reports from other public agencies, utility companies, and other like bodies. Any equipment or material items purchased solely for the performance of the Agreement covered by this Agreement which individually have a value in excess of \$25.00, shall be the property of CITY and will be given to CITY at the termination of this Agreement.

4.5.4.2 Reproductions

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

4.5.4.3 Communications and Shipping

This item includes identifiable long-distance communications, postage and express charges.

4.5.4.4 Travel and Subsistence

This item includes local and long-distance travel, subsistence, and transportation expenses of personnel for the performance of the Agreement, not to exceed rates and limits as established by CITY. Such CITY limits are described in the City Travel and Subsistence Policy and Allowances Form, attached hereto and made a part hereof as Exhibit "D".

4.5.4.5 Miscellaneous

This item includes any other identifiable project-related costs and expenses incurred by CONTRACTOR in connection with the services performed under the terms of this Agreement that are not applicable to general overhead, including but not limited to: special equipment rental costs; costs for temporary personnel; and CADD services.

4.5.5 COST LIMITATION

- 4.5.5.1 The total of all Reimbursable Costs actually incurred by CONTRACTOR, as determined and defined in Section 4.5.1 through Section 4.5.4, for services performed under an Addendum, will not exceed the Cost Limitation established for and indicated in the Addendum without a formal amendment to the Addendum.
- 4.5.5.2 If it becomes apparent at any time before the services to be rendered under an Addendum are about eighty (80) percent complete, that CONTRACTOR's estimated total Reimbursable Costs for performance of services under an Addendum are forecasted by the CITY or CONTRACTOR to exceed the Cost Limitation indicated in the Addendum, CITY and CONTRACTOR shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Addendum to provide additional cost recovery to CONTRACTOR, or renegotiate the scope of services of the Addendum so that the Cost Limitation will not be exceeded. The results of any such review requiring modification to this Agreement will be detailed in a formal amendment to the Addendum.
- 4.5.5.3 CITY is not obligated to reimburse CONTRACTOR for costs incurred in excess of the Cost Limitation indicated for the Addendum. CONTRACTOR's liabilities, commitments, or expenditures incurred in excess of the Cost Limitation for an Addendum prior to approval by CITY shall be at the CONTRACTOR's risk and expense, unless mutually agreeable to in writing by CONTRACTOR and CITY.

4.5.6 FIXED FEE

In addition to the Reimbursable Costs described in Section 4.5, CITY shall pay CONTRACTOR a Fixed Fee when the CONTRACTOR is compensated by the Cost-Plus- Fixed Fee Method. The amount of the Fixed Fee shall be negotiated between the CITY and CONTRACTOR for each Addendum. The Fixed Fee is not subject to review, audit, or modification except as otherwise provided in the Addendum. The entire Fixed Fee for an Addendum will be due to CONTRACTOR whether or not the Reimbursable Costs estimates are reached for the Addendum, unless the Agreement is terminated in Accordance with Section 8.0.

4.5.7 ADDENDUM PRICE

- 4.5.7.1 The total Addendum Price for each Addendum consists of: (1) lump sum price; (2) the sum of the Cost Limitation and Fixed Fee; or (3) the Direct Labor Cost times an overhead rate, as defined in Section 4.5.2, plus operating profit margin plus Other Direct Costs, which amount shall not be exceeded without formal amendment to the Addendum, unless Agreement is terminated in accordance with Section 8.0.
- 4.5.7.2 In the event any action or combination of actions taken pursuant to Section 7.0, Changes in Scope, of this Agreement are estimated by CONTRACTOR, with the written concurrence of CITY, to cause a material increase or decrease in the scope of services of any Addendum, an equitable adjustment to the Addendum Price shall be made. Any request by CONTRACTOR or by CITY for an adjustment of the Addendum Price must be asserted in writing within forty-five (45) days from the date of receipt by CONTRACTOR of CITY's notification of changed work, unless CITY shall grant a further period of time for such request resolution.

4.5.8 PROGRESS PAYMENTS TO THE CONTRACTOR

- 4.5.8.1 For an Addendum performed under the Cost-Plus-Fixed Fee or Direct Labor Costs Method of compensation, CONTRACTOR shall submit at the end of each monthly period an invoice of Reimbursable Costs incurred in such period. A Cost-Plus-Fixed Fee invoice shall also include an increment of the Fixed Fee earned in such a period. A Direct Labor Cost invoice shall include the overhead rate as stated herein plus the agreed upon operating profit margin. All invoices for Reimbursable Costs shall be itemized in an invoice format acceptable to CITY. All Reimbursable Costs included on the invoices shall be taken from books of accounts kept by CONTRACTOR and shall be supported by CONTRACTOR's monthly "Billing Cost Detail Report". The portion of the Fixed Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by CITY's Designated Representative.
- 4.5.8.2 Each invoice is to be accompanied with a narrative statement from CONTRACTOR describing the work accomplished by CONTRACTOR during the period covered by the invoice by reference to the tasks described in the Scope of Services contained in the Addendum.

4.6 INVOICE PROCESSING

Invoices received by CITY will be processed for payment within thirty (30) days of receipt by CITY. CONTRACTOR will be notified of any questionable items contained in invoices submitted by CONTRACTOR within fifteen (15) days of receipt by CITY with an explanation of the deficiencies. CITY will make every effort to resolve all questionable items contained in CONTRACTOR's invoices within thirty (30) days of receipt of the invoices by CITY.

At the end of the thirty (30) day period, CITY shall pay CONTRACTOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

City of Kissimmee
Department of Public Works & Engineering
Attn: Hany George, Facilities Construction and Maintenance Manager
104 N. Alaska Avenue,
Kissimmee, Florida 34741

CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If CONTRACTOR employs legal services to collect overdue amounts, CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.7 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or CONTRACTOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.8 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF AGREEMENT

If instructed to do so by CITY, CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of CONTRACTOR, CONTRACTOR may be entitled to additional compensation. The additional compensation shall be requested by CONTRACTOR on a revised fee quotation proposal which must be submitted to CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Agreement by formal amendment or Addendum to this Agreement.

SECTION 5.0

WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF AGREEMENT

5.1 WORK COMMENCEMENT

CONTRACTOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

CONTRACTOR and CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Agreement.

In the event the work of CONTRACTOR is delayed due to no fault of CONTRACTOR, which delays the completion of any Addendum of the Agreement, CONTRACTOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to CONTRACTOR will be negotiated to the mutual agreement of CITY and CONTRACTOR in the event such delay causes any Addendum's costs to increase for reasons beyond the CONTRACTOR's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for CONTRACTOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Agreement. CONTRACTOR's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Agreement. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6.0

DESIGNATED REPRESENTATIVES

6.1 GENERAL

CITY designates the Public Works & Engineering Department's Facilities, Construction and Maintenance Manager, or his designated representative (the "City Representative"), to represent CITY in all matters pertaining to and arising from the work and performance of this Agreement. The City Representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by CONTRACTOR and rendering, in writing, decisions indicating CITY's approval or disapproval within a reasonable time so as not to materially delay the work of CONTRACTOR;

- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to CONTRACTOR whenever CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CONTRACTOR:

CITY OF KISSIMMEE:
Department of Public Works & Engineering
Attn: Hany George, Facilities Construction and
Maintenance Manager
104 N. Alaska Avenue
Kissimmee, Florida 34741

SECTION 7.0 CHANGES IN SCOPE

CITY or CONTRACTOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of CONTRACTOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which is mutually agreed upon by and between CITY and CONTRACTOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8.0 TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Agreement is not being made by CONTRACTOR as a direct result of CONTRACTOR's failure to perform; or

- 8.1.2 The quality of the services performed by CONTRACTOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by CITY to be essential to the proper completion of the Project; or
- 8.1.3 CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by CONTRACTOR, or
- 8.1.4 CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings; or
- 8.1.5 CONTRACTOR violates any provision of Section 12.0 (Standards of Conduct) herein.
- 8.1.6 In the event of any of the causes described in this Section, City's Representative may send a certified letter to CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not provided to CITY within fifteen (15) days of receipt of said show cause notice, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY CONTRACTOR FOR CAUSE

CONTRACTOR may cancel this Agreement if:

- 8.2.1 CITY fails to meet its obligation and responsibilities as contained in Section 3.0 – (City's Rights and Responsibilities); or
- 8.2.2 CITY fails to pay CONTRACTOR in accordance with Section 4.0 –(Compensation).
- 8.2.3 In the event of either of the causes described in this Section, CONTRACTOR may send a certified letter requesting that CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to CONTRACTOR within fifteen (15) days of the receipt of said show cause notice, then CONTRACTOR may consider CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to CONTRACTOR of CITY's intent to terminate. In the event that an Agreement(s) is terminated, CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) that may be continued to completion pursuant to the provisions of this Agreement. All provision of this Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Agreement is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by CONTRACTOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONTRACTOR. No compensation shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, CITY may adjust any payment to reflect any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

8.5.1 Upon receipt of notice of termination, given by either Party, the terminated Party shall promptly discontinue all services and other work, unless the notice provides otherwise.

8.5.2 If CITY is the terminating Party, CONTRACTOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONTRACTOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

8.6.1 Performance of CONTRACTOR's service under any provision of this Agreement may be suspended by CITY at any time. In the event CITY suspends the performance of CONTRACTOR's services hereunder, CITY shall so notify CONTRACTOR in writing, such suspension becoming effective upon the date of its receipt by CONTRACTOR, and CITY shall promptly pay all fees which have become due and payable to CONTRACTOR to the effective date of such suspension. CITY shall thereafter have no further obligation for payment to CONTRACTOR for the suspended services unless and until CITY notifies CONTRACTOR that the services of CONTRACTOR called for hereunder are to be resumed.

Upon receipt of written notice from CITY that CONTRACTOR's services hereunder are to be resumed, CONTRACTOR shall complete all obligations required by this Agreement and CONTRACTOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to CONTRACTOR under this Agreement, same to be payable at the times and in the amount specified herein.

In no event will the compensation or any part thereof become due or payable to the CONTRACTOR under this Agreement unless and until CONTRACTOR has attained that state of work where the same would be due and payable to CONTRACTOR under the provisions of this Agreement.

8.6.2 If the aggregate time of CITY's suspension or suspensions of CONTRACTOR's services under any Addendum of this Agreement exceeds sixty (60) days, then CONTRACTOR and CITY shall, upon request of the CONTRACTOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to CONTRACTOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to CONTRACTOR for the balance of the services to be performed hereunder. No increase in compensation to CONTRACTOR shall be allowed unless it is based upon clear and convincing evidence of an increase in CONTRACTOR's costs attributable to the aforesaid suspensions.

SECTION 9.0 INDEMNITY AND INSURANCE

9.1 GENERAL

The CONTRACTOR will indemnify and hold harmless CITY from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against CITY, including its agents and/or employees, or if CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by CONTRACTOR in connection with the rendering of services to CITY under this Agreement, then and in that event, CONTRACTOR will at all times indemnify and save CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and expert fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

CONTRACTOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following CONTRACTOR's receipt of a Notice to Proceed on the Agreement from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

CONTRACTOR will provide Workers' Compensation for all its employees at the site location and, in case any work is subcontracted, will require the Subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

CONTRACTOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

CONTRACTOR will provide coverage for all vehicles owned or used by CONTRACTOR for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of \$1,000,000 that protects CONTRACTOR.

Said Professional Liability Insurance shall provide for all sums which CONTRACTOR shall be obligated to pay as damages for claims arising out of the service provided by CONTRACTOR, or any person or subcontractor employed by CONTRACTOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by CONTRACTOR under the scope of this Agreement including any Addenda or amendments thereto.

9.2.5 CONTRACTOR shall furnish Certificates of Insurance forwarded directly to the following:

City of Kissimmee
Department of Public Works & Engineering
Attn: Hany George, Facilities Construction and Maintenance Manager
104 N. Alaska Avenue,
Kissimmee, Florida 34741

With an information copy to the CITY's Purchasing Department and City's Representative identified in Section 6.2. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10.0 NEGOTIATION DATA

CONTRACTOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that CONTRACTOR's compensation under this Agreement may be adjusted to exclude any significant sums where CITY determines that CONTRACTOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement.

Records of costs incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11.0 OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONTRACTOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment. CONTRACTOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by CONTRACTOR pursuant to this Agreement, are instruments of service in respect to the services described in the Agreement. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the services performed under this Agreement or on any other CITY project.

Any reuse without written verification or adaptation by CONTRACTOR for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONTRACTOR; and CITY shall indemnify and hold harmless CONTRACTOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by CONTRACTOR will entitle CONTRACTOR to further compensation at rates to be agreed upon by CITY and CONTRACTOR.

Any documents given to or prepared or assembled by CONTRACTOR and its subcontractors under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

CONTRACTOR shall not publish any information concerning this Project without the written consent of CITY.

SECTION 12.0 STANDARDS OF CONDUCT

- 12.1 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 CONTRACTOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

- 12.3 CONTRACTOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of CONTRACTOR, or any interest in property which CONTRACTOR may have. CONTRACTOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 CITY is empowered to require CONTRACTOR to remove any employee or representative of CONTRACTOR from working on this Agreement which CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. CITY shall notify CONTRACTOR in writing of CITY's objections prior to CONTRACTOR's removal of any employee or representative.
- 12.5 CONTRACTOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13.0 ACCESS TO RECORDS/AUDIT

- 13.1 CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.
- 13.2 CONTRACTOR shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14.0 CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by CONTRACTOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement.

- 14.2 CONTRACTOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Agreement to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by CONTRACTOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15.0 ASSIGNABILITY

CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the CONTRACTOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such Agreement or transfer shall be furnished promptly to the CITY.

SECTION 16.0 CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17.0 FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the Party seeking relief under this Section.

SECTION 18 TIME IS OF THE ESSENCE

- 18.1 Time is of the essence of this Agreement.

SECTION 19.0 EXTENT OF AGREEMENT

- 19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitutes the entire Agreement between CITY and CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

- 19.2 The Exhibits attached to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES
EXHIBIT D - CITY OF KISSIMMEE TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

SECTION 20.0
DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved Party to the other Party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved Party agrees to not make such claim against the other Party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved Party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the CONTRACTOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

SECTION 21.0
PUBLIC RECORDS

CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to

CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records 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 charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
- d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- f. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 22.0
E-VERIFY

In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.
- Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement to become effective on the day and year first written above.

By: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for _____, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires:

CITY OF KISSIMMEE

By: _____

Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:	
DESCRIPTION OF AGREEMENT:	
FORM OF COMPLETED DELIVERABLES:	
BASIS OF PAYMENT: Services shall be made on the basis of _____ (method of compensation) method in accordance with the Work Order/Agreement, the total not to exceed \$ _____ without further authorization from the City of Kissimmee.	
ESTIMATED DATE OF COMPLETION: This Agreement shall be completed within _____ calendar days from the receipt of this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	\$

Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATES

EXHIBIT D

CITY OF KISSIMMEE TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for airfare shall be based on coach rates. First Class rates will only be approved if CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. CONTRACTOR shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of CITY's administrative offices.
5. Meals shall be reimbursed as follows:
 - a. Breakfast - \$ 13.00
 - b. Lunch - \$15.00
 - c. Dinner - \$26.00

Reimbursement for meals shall not apply to local employees within 60-mile radius of CONTRACTOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.

* REQUEST FOR QUALIFICATIONS *

- I. The CITY OF KISSIMMEE (the "City") is seeking SEALED QUALIFICATIONS on the following:
Request for Qualifications #**RFQ2022-002 Engineering and Design of Fire Station 15**
- II. All qualifications must be submitted in a SEALED envelope and plainly marked with the qualification number on the exterior of the qualification envelope, one (1) original, five (5) copies and one (1) electronic copy on CD or flash drive.
- III. To be considered qualifications MUST be delivered OR mailed to:

**City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741**

And time stamped on or before 2:00 pm on March 04, 2022.

- IV. All qualifications shall be opened and read publicly in the City's Finance Department 4th Floor Attn: Purchasing Division, Allendale Conference Room, 101 Church Street, Kissimmee, Florida on March 04, 2022 at 2:30 pm.
- V. All qualifications must be according to specifications and conditions, and on the forms provided herein.
- VI. The Contractor's name and address shall be clearly shown on the exterior of the sealed envelope.
- VII. City reserves the right to accept and/or reject any or all qualifications, with or without cause, to waive technicalities or to accept the qualification which, in its judgment, best serves the interest of the City. Contractors are advised that, if they decide to appeal any decision made concerning the award of this qualification, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be made. Qualification results other than the apparent low offer will not be provided in response to telephone inquiries. Contractors desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their qualification.


Brandon Dufango
Procurement Manager

General Requirements:

1.1 QUALIFICATION PREPARATION

Submission of a qualification in response to this solicitation shall evidence the Contractor's acknowledgement that he/she is cognizant of all the conditions and specifications contained herein and that any offer made is in accordance with the contained specifications and conditions unless, specifically identified and explained as exceptions on the qualifications schedule. Each Contractor is responsible for the completeness and accuracy of their qualifications. Contractors must show manual signatures by an individual authorized to offer such obligations, and shall contain evidence of that person's authority to make such offers. Unsigned qualifications will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the qualifications. Contractors should include all descriptive literature specifications, or catalogs or cuts necessary to specifically identify and describe the item(s) being offered. Failure to do so may result in the qualifications being declared non-responsive.

1.2 SUBMISSION OF QUALIFICATIONS

All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the Contractor's name and address and bid number plainly marked on the exterior of the envelope. Timely submission of a bid is important. Official receipt is acknowledged using an atomic date/time stamp interfaced with the U.S. Government's National Institute of Standards and Technology (NIST) which is the official time keeper for the U.S. Facsimile or telegraphed bids will not be accepted.

1.3 PRICING

The unit price for each item being submitted will be shown on the Qualification Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Qualification Schedule. In case of a discrepancy between unit price and extended price, the unit price shown shall prevail.

1.4 DELIVERY

Exact delivery times frames or dates must be shown on the qualifications, such as, "(x) days after receipt of order". Number of days for delivery shall be presumed to include all weekends or holidays in the period. All offers shall be FOB Destination and shall include inside delivery to the delivery point specified.

1.5 DEFAULT

Should the selected Contractor for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, City reserves the right to cancel this contract for default and to award same to the next most qualified Contractor. The Contractor in default may be held liable for any added cost to the City incurred as a result of such default.

1.6 LATE QUALIFICATIONS AND WITHDRAWAL OF OFFERS

No qualifications will be accepted after the published deadline for accepting qualifications in response to this solicitation. Qualifications may be withdrawn at any time prior to the official time set for the qualifications' opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official qualifications' opening.

1.7 DISCOUNTS

Contractors may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest submittal offered. Any other discounts should be reflected in the unit price qualification.

1.8 QUALIFICATIONS EVALUATION AND AWARD

All qualifications received will be evaluated based on one or more of the following factor: price; quality of service offered; compliance with specifications; delivery; reputation of the Contractor; a previous contract's proximity of service; and any other factors detailed in the specifications. An award will be made to the lowest responsive and responsible Contractor complying with the provisions of the Request for Qualifications, provided that such award is in the best interests of the City.

City reserves the right to accept and /or reject any or all qualifications in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the qualifications which in its judgment, best serves the interest of the City. Contractors are cautioned that no communication with any City employees involved in the evaluation process is authorized during the qualifications' evaluation process unless such communication is originated by the City for the purpose of clarifying the qualifications or proposal. Questions regarding the status of any qualifications or should be directed to the Purchasing Coordinator. Awards will be posted in the Purchasing Office after City Commission approval. Contractors are responsible for following up on the status of any qualifications. City will only notify successful Contractor(s).

1.9 BILLING AND PAYMENT

City will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice, two (2) copies of each invoice must be submitted to the City's Facilities Department, 101 Church Street Kissimmee, FL 34741, show the Vendor FEID Number, the purchase order number and be based on proper delivery installation or provision of goods or services to and accepted by the City. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

City may, at its discretion, require submission of examples for review. Costs for such examples, including postage, will be the responsibility of the Contractor.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any service required shall be regarded as meaning that only the best commercial design practices will prevail.

1.12 USE OF BRAND NAMES

N/A

1.13 WARRANTY

N/A

1.14 ADDENDUMS

In the event any addenda to the initial solicitation are issued, City will attempt to provide such addenda to all Contractors who have been furnished with qualifications packages. However, it shall be Contractor's responsibility to verify with the Purchasing Office before the qualifications are submitted whether or not addenda have been issued and to obtain

such addenda to ensure proper submission of the qualifications. Receipt of any addenda issued must be acknowledged on the Qualifications Schedule.

1.15 QUALIFICATION'S CERTIFICATION

By signature on this submission, Contractor certifies or in the case of submission of joint qualifications, each party must certify that:

- A. He/She has not given, offered nor intends to give at any time economic opportunity, future employment, favor or gratuity in any kind to any employee of the City in connection with the submission.
- B. That the Contractor has not divulged or discussed his/her offer with other bidders.
- C. Prices offered have been determined independently without collusion with other Contractors for the purpose of restricting competition.
- D. No attempt has been made to induce any potential Contractor to submit or decline to submit an offer in response to this solicitation.

1.16 "NO QUALIFICATION" RESPONSE

Contractors electing to not submit qualifications in response to this solicitation should complete the attached "Notice to Submitters" form. Failure to return the form may result in your omission from future qualifications lists.

1.17 CFPC

City participates in a Central Florida Purchasing Cooperative (CFPC). All Contractors awarded contracts from this bid are encouraged to permit other active members of CFPC to participate in the contract under the same prices, terms, and conditions except that allowances may be made for differences in delivery costs.

1.18 COMPLIANCE WITH THE JESSICA LUNSFORD ACT

If applicable, compliance with the Jessica Lunsford Act will be required by Contractor.

1.19 CONE OF SILENCE – The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Contractors, their agents, representatives and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or City officials. Any Contractor that attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence –

- Written communications directed to the Procurement Coordinator;
- All communications occurring at pre-bid meetings;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the performance and/or completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the qualifications' award. Protest procedures are available from the City's Finance Department, 4th Floor Attn: Purchasing Division, 101 Church Street, Kissimmee, FL 34741.

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

2.0 SPECIAL PROVISIONS:

N/A

2.1 PUBLIC ENTITY CRIMES: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a qualification on a contract to provide any goods or services to a public entity, may not submit a qualification on a contract with a public entity for the construction or repair of a public building or public work, may not submit qualifications on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.133, F.S., for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

2.2 CLARIFICATION OF REQUIREMENTS: Questions regarding clarification or interpretation of the technical specifications and/or non-technical nature regarding this solicitation must be addressed **IN WRITING** to Debbie Luke, Procurement Coordinator at 101 Church Street, Kissimmee, Florida 34741 **OR BY EMAIL** to debbie.luke@kissimmee.gov not less than seven (7) days prior to the RFQ opening date. Phone inquiries will not be responded to.

However, unless modified by a written addendum, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative nor binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the City's Purchasing Coordinator. Any interpretation provided to any Contractor in response to inquiries regarding this solicitation which may affect the outcome of the qualifications will be furnished in writing to all Contractors who have received qualifications packages.

2.3 No minor children are permitted to accompany Contractors during pre-qualification conferences, qualification opening or site tour.

2.4 City has a Local Vendor Preference Policy.

2.5 INDEMNITY: Contractor will indemnify and hold harmless the City from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- All employees on the job and all other persons who may be affected thereby.
- All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and
- Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

In any emergency affecting the safety of persons or property, Contractor shall act, at his/her discretion, to prevent threatened damage, injury or loss.

2.6 A link to this website is available through the City's Web Page <http://www.kissimmee.gov>, under the Finance Department, Purchasing. Notice of Award, Qualifications currently available, and Tabulation sheets are available online. Contractors, who do not have internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with its submission.

2.7 FEES AND LICENSURE COST: This bid requires proof of a valid Business Tax Receipt from the jurisdiction of the Contractor's place of business.

2.8 INSURANCE PROVISIONS: Contractor will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) Workers' Compensation: Contractor will provide Worker's Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all his employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) Comprehensive General Liability: Contractor will provide for all operations including, but not limited to Contractual, and Products and Completed Operations. The limits will be not less than \$1,000,000.00.

C) Comprehensive Automobile Liability: Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D) Umbrella Liability: Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.9 City has a Local Contractor Preference Policy:

N/A

2.10 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from the same Contractor, one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.11 NON- MANDATORY PRE-BID: A non-mandatory pre-bid meeting is scheduled for 10:00AM February 14, 2022 in the Tohopekaliga Conference Room 1st Floor, 101 Church St, Kissimmee, FL 34741. The deadline for questions is February 18, 2022 at 4pm. An addendum, if necessary, will be sent out to all Contractors no later than on February 23, 2022 at 4pm.

2.12 CONTRACT: A sample contract is included in this proposal, on page 12-36

2.13 REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with Contractors who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Contractor, and (c) the qualifications submitted.

Contractors shall be available for presentations and/or interviews with the evaluation committee upon reasonable notification from the Purchasing Division. The date(s) and time(s) of any such presentations or interviews shall be determined solely by the City, and may be closed to the public in the discretion of the Procurement Coordinator, and to the extent permitted by law.

3.0 SCOPE OF WORK

I. Project Description

City is soliciting proposals from qualified firms with demonstrated experience in design and construction administration of municipal fire stations, which includes site planning, and design, utility infrastructure and connections, building design, cost estimating, permitting, and construction administration and all support services for the Fire Station Project.

This fire station will border the Kissimmee Gateway Airport and services provided by this fire station will include; structural firefighting, emergency medical service (EMS) and Aircraft Rescue and Fire Fighting (ARFF). The City envisions a split floor plan design, with the ARFF service being within the Airport secure boundary.

II. Project Site and Location:

The proposed fire station site will border the Kissimmee Gateway Airport property. This proposed site is located on Patrick Street, and is approximately 1.32 acres in area. It borders an existing electrical power vault serving the Airport, a communication's tower and sun state aviation building.

A. Ownership and Lease Agreement

The Kissimmee Gateway Airport owns 100% of this property and it is leased to the City.

III. Consultant Qualifications

The ideal design firm should have prior experience in design and construction administration of fire stations of similar size and scope. A complete compliment of professional staff (Architect, Engineers, etc.) must be located within 60 miles of the project site.

IV. Preliminary Scope of Services

City seeks the professional services from qualified design firm consultants to include preliminary design through construction documentation, cost estimates, permitting assistance, bidding assistance, and construction administration assistance. The following Scope of Work indicates the broad areas of consideration:

1. **Design Phase** - Contractor will develop concept plans, schematic plans, design development plans, construction documents, specifications, and cost estimates based on the City stakeholders' discussions and meetings. It is anticipated that architecture, building engineering, civil engineering, geotechnical engineering, structural engineering, and environmental engineering will be required. Contractor will assist City in obtaining permits and approvals as needed. Contractor will assist City with providing exhibits, including legal descriptions, for obtaining temporary construction easements as needed.
2. **Construction Phase** - Contractor will provide construction phase services to support City's construction administration and inspection processes. Contractor will serve in an advisory capacity for construction administration and provide support services including: attending pre-construction meetings, attending regular meetings on site, field observation, sub-contracting materials testing and special inspection services, submittal review, responses to requests for information, and other work. A more detailed final scope of work, project timeline and budget will be developed with the selected Contractor.

V. Proposal Content

All proposals shall be a maximum of twenty (20) pages, on 8 1/2 x 11-inch paper, in a minimum 12-point font. All pages count towards the page total except the cover, introductory letter, and organizational chart (if included). The proposal shall be submitted in the format as outlined below.

1. **Firm Description** – Describe your firm's areas of expertise and other information that helps to characterize the firm. Provide the name, title, address, email, and telephone number to the primary contact.
2. **Project Approach** – Describe the tasks that must be accomplished to complete the project and a narrative description of how the firm proposes to execute the tasks. Describe how the firm will be able to collect or verify field data in a timely fashion. Describe particular challenges which you foresee this project presenting and your approach for addressing those challenges. Also, include responses to the following queries:
 - What are your thoughts/experiences on the use of natural lighting in a fire station?
 - What are your thoughts/experience about decontamination areas in a fire station?
 - What are your thoughts/experience about interior and exterior training areas?
 - Discuss your thoughts on a physical fitness area in the firehouse?
 - What have you done to address a positive approach to mental health at firehouses?
 - What is your opinion or firm's opinion on sleep quarters?
3. **Project Manager's Experience** – Identify the project manager who will be responsible for this project. List the project manager's relevant experience and similar work experience with developing projects of similar size and scope.
4. **Personnel** – Describe the project team including name and office location of key

personnel, including subs. Describe key personnel's proposed roles and responsibilities on the project, and relevant related experience with an emphasis on design principles. A successful Contractor will consist of the following professionals with related experience: Licensed Architect, Licensed Civil Engineer, Licensed Structural Engineer, Licensed MEP Engineers.

5. References- Contractor shall provide a minimum of three (3) references of similar size projects.

VI. Additional Information

Questions regarding the project may be directed to the Procurement Coordinator as directed on Section 2.2

VII. Proposal Deadline

Five (5) paper copies and an electronic (pdf) file of the proposal must be received no later than 2:00PM, on March 04, 2022 to the following address:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

VIII. Selection Process

Proposals will be ranked on qualifications and the City may choose to interview the top ranked firms. However, at its discretion, City may dispense with interviews and select a firm to perform the work. Contractors will be evaluated on the basis of the following factors:

1. Contractor's experience (20%)
2. Architect manager experience and qualifications (20%)
3. Technical team experience and qualifications (20%)
4. Project manager and team experience with Fire Stations design, construction documentation, permitting, bidding, and construction administration (35%)
5. Proposal format (5%)

Selected references will be contacted.

A selection committee appointed by the City to assist with Contractor evaluations. City will seek to negotiate a contract for the Project. City reserves the right to reject all proposals and not award a contract as a result of this request.

Remainder of Page Left Blank Intentionally

NOTICE
RFQ2022-002

If for some reason you are not participating in this solicitation, PLEASE complete the following and return to:

City of Kissimmee
Finance Department 4th Floor
Attn: Purchasing Division
101 Church Street
Kissimmee, FL 34741

DO NOT return the solicitation package. Failure to respond may result in removal of your firm from our current Contractor file.

Company Name: _____
Address: _____

Phone Number: () _____

Fax Number: () _____

Continue on Contractor List: _____ Yes _____ No

___ Large Business ___ Small Business ___ Minority Owned

Reason for no response to the solicitation:

_____ Cannot supply at this time

_____ Suitable, but engaged in other work

_____ Quantity too small

_____ Cannot meet required minimum

_____ Opening date does not allow sufficient time to complete

_____ Equivalent not presently available

_____ Other reasons or remarks: _____

Signature

AGREEMENT BETWEEN

AGREEMENT FOR
ENGINEERING AND DESIGN SERVICES
FOR THE CITY OF KISSIMMEE

THIS AGREEMENT made and entered into this _____ day of _____, 2022 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as the "CITY" and _____ whose address is _____ hereinafter "CONTRACTOR" and each represent as follows:

WITNESSETH

WHEREAS, the CITY advertised RFQ 2022-002, titled "Engineering and Design of Fire Station 15" where firms submitted statement of qualifications to provide services to include, but not limited to the planning, permitting, design, and construction administration support services for the Fire Station 15 Project; and

WHEREAS, the Statements of Qualifications submitted were reviewed, evaluated, and scored by the Selection Committee based on several factors including quality of product, compliance with specifications, and reputation; and

WHEREAS, based on the competitive section, process CITY determined _____ is qualified to provide the services and desires to award an engineering and design services contract to CONTRACTOR consistent with the terms, conditions, and requirements of the RFQ.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.0
GENERAL

- 1.1 CONTRACTOR shall be defined herein to include all principals of the firm including full time employees, professional or otherwise, and all other servants, agents, employees, and/or subcontractors retained by CONTRACTOR, to perform its obligations hereunder.
- 1.2 Prior to the start of any work under this Agreement, CONTRACTOR submitted to CITY detailed resumes of key personnel that will be involved in performing services described in the Agreement. CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. If at any time hereafter CONTRACTOR desires to change the key personnel in an active Agreement, it shall submit the qualifications of the new personnel to CITY for prior approval. Key personnel shall include principals-in-charge, project managers, and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform services under this Agreement for durations of one (1) week or less.

- 1.3 CONTRACTOR acknowledges that CITY retains other contractors, engineering and otherwise, and that coordination between said contractors and the CONTRACTOR may be necessary from time to time for the successful completion of the Agreement. CONTRACTOR agrees to provide such coordination as necessary within the Scope of Design/ Engineering Services contained in Exhibit "A".
- 1.4 CONTRACTOR will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Agreement to achieve acceptable and timely completion of the Agreement.
- 1.5 Requirements for sealing all plans, reports, and documents prepared by CONTRACTOR shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.6 This Agreement is for professional engineering and design services related to the CITY. CITY and CONTRACTOR mutually acknowledge that this Agreement will be phased over an extended period and that aspects of the Agreement(s) cannot be defined sufficiently at the time of execution of this Agreement. It is therefore anticipated that separate authorizations will be required of the CONTRACTOR during this Agreement.

SECTION 2.0 SCOPE OF SERVICES

CONTRACTOR shall diligently and in a professional and timely manner perform the work included in the Agreement. Unless modified in writing by the Parties hereto, duties of CONTRACTOR shall not be construed to exceed those services specifically set forth herein.

2.1 GENERAL

CONTRACTOR agrees to perform those design and engineering services described in Exhibit "A" which is attached hereto and made a part hereof. Services to be provided by CONTRACTOR shall be authorized in writing as Addenda in accordance with Section 2.3. Services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, an Addendum may be negotiated between the CITY and the CONTRACTOR describing the services desired and providing a basis for compensation to CONTRACTOR.

2.2 SPECIAL SERVICES

CITY and CONTRACTOR agree that there may be certain additional services required to be performed by CONTRACTOR during the performance of the Agreement that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as Addenda in accordance with Section 2.3, and shall be undertaken only under terms of formal amendments to this Agreement.

2.3 **ADDENDA**

Services to be provided by CONTRACTOR, as defined in Sections 2.1 and 2.2, shall be authorized in writing as Addenda. Addenda to be provided shall be prepared on the Addendum Form, attached hereto and made a part hereof as Exhibit "B". Each Addendum shall include: a detailed description of the work to be performed; a schedule of completion for the work authorized; and the amount and method of compensation. Addenda shall be dated and serially numbered. The Addenda may contain additional instructions or provisions specific to the authorized work for the purpose of expanding upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 3.0 CITY'S RIGHT AND RESPONSIBILITIES

CITY shall provide the services described below in a timely fashion at no cost to CONTRACTOR:

- 3.1 Furnish CONTRACTOR with existing data, records, maps, plans specifications, reports, fiscal data, and other design and engineering information that is available in the Public Works & Engineering files necessary or useful to CONTRACTOR for the performance of the Agreement. All such documents conveyed by CITY shall be and remain the property of CITY and shall be returned to CITY upon completion of the Agreement to be performed by CONTRACTOR.
- 3.2 Make CITY personnel available where required and necessary to assist CONTRACTOR. The availability and necessity of said personnel to assist CONTRACTOR shall be determined solely at the discretion of the CITY.
- 3.3 Provide access to and make provisions for CONTRACTOR to enter upon public lands and assist the CONTRACTOR in gaining access to private lands as required for CONTRACTOR within a reasonable time, to perform surveys, observations, and other work as necessary to complete the Agreement.
- 3.4 Examine all reports, sketches, drawings, cost opinion proposals, and other documents presented by the CONTRACTOR and render decisions, in writing, indicating CITY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONTRACTOR.
- 3.5 Transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
- 3.6 Give prompt written notice to CONTRACTOR whenever CITY observes, or otherwise becomes aware of, any development that affects the scope or timing of CONTRACTOR's services, or become aware of any issue or changes necessary to the work of CONTRACTOR.
- 3.7 Following CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the Agreement not covered under the engineering Agreement.

SECTION 4.0 COMPENSATION

4.1 GENERAL

Compensation to CONTRACTOR for services performed on each Addendum shall be in accordance with one of the following methods of compensation, as defined and indicated herein:

- a. Lump Sum Method
- b. Cost-Plus-Fixed Fee Method
- c. Direct Labor Costs Method

The type and amount of compensation for each Addendum to be provided shall be described on the Exhibit "B".

4.2 LUMP SUM METHOD

4.2.1 Lump sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subcontractors' and specialist costs) for the services to be provided in the Addendum unless there is a change in the scope of the work, or other conditions stipulated in the Addendum, and the Addendum is modified by both CITY and CONTRACTOR to reflect the change by formal amendment to this Agreement.

4.2.2 Payment to CONTRACTOR for services performed under an Addendum under the Lump Sum Method shall be monthly in proportion to the percentage of work completed during the month as proposed by CONTRACTOR and accepted by CITY.

4.3 COST-PLUS-FIXED FEE METHOD

Compensation for services performed under the Cost-Plus-Fixed Fee Method shall be based on reimbursement of actual costs incurred by CONTRACTOR in its performance of services under an Addendum (hereinafter referred to as "Reimbursable Costs") plus a percentage Fixed Fee.

4.4 DIRECT LABOR COSTS METHOD

Compensation for services performed under the Direct Labor Costs Method shall be an amount equal to ENGINEER's direct labor costs plus an overhead cost, as defined in Section 4.5.2, and a negotiated operating profit margin plus other "Reimbursable Costs", as defined in Section 4.5.3 and Section 4.5.4.

4.5 REIMBURSABLE COSTS

Reimbursable Costs are Direct Salary Costs, Overhead Costs, Subcontractor Costs, and Other Direct and Unit Costs, as are defined in Section 4.5.1 through Section 4.5.4.

4.5.1 DIRECT LABOR COSTS

Direct Labor Costs shall be defined as the actual wages and salaries paid to professional, technical and other personnel of CONTRACTOR while such personnel are engaged directly in the performance of the services under this Agreement. A schedule of ranges of actual hourly rates currently paid by CONTRACTOR, including its subcontractors, to

classifications of personnel likely to be employed to perform services under this Agreement is contained in the Hourly Rate Schedule, attached hereto and made a part hereof as Exhibit "C". Any revisions to said ranges of actual hourly rates shall be negotiated with and approved by CITY's Designated Representative (Section 6.2) prior to being charged.

4.5.2 OVERHEAD COSTS/OVERHEAD RATE

The Reimbursable Costs for CONTRACTOR's Overhead Costs include allowances for Fringe Benefits and General and Administrative Overhead. The types of costs which are included in such Overhead Costs are those normally recorded and accounted for by CONTRACTOR, as are generally defined in Section 4.5.2.1 and Section 4.5.2.2. Overhead Costs shall be calculated as a percentage of Direct Labor Cost (hereinafter referred to as "Overhead Rate"). The overhead rate shall be set at 10%. The operating profit margin shall be negotiated between the CITY and the CONTRACTOR for each Addendum.

4.5.2.1.Fringe Benefits

Fringe Benefits shall include, but not be limited to, the following:

- a. Worker's compensation insurance.
- b. State and Federal unemployment insurance.
- c. Employer contributions to Social Security.
- d. Other payroll taxes.
- e. Salary continuation insurance.
- f. Life, medical, and dental insurance.
- g. Vacation, sick leave, and holiday pay.
- h. Incentive compensation.
- i. Retirement benefits.

4.5.2.2. General and Administrative Overhead

General and Administrative Overhead includes the following indirect costs which are not identifiable as directly allocable to the Agreement:

- a. Provisions for office, light, heat, and similar items for working space, depreciation allowances or rental of furniture, equipment and engineering instruments, automobile expenses, and office and drafting supplies.
- b. Taxes and insurance, other than those included as Fringe Benefits, but excluding State and Federal income taxes and applicable sales taxes.
- c. Library and periodical expense and other means of keeping abreast of advances in engineering, such as attendance at technical and professional meetings.
- d. Executive, administrative, accounting, legal, stenographic, and clerical salaries and expenses, other than Agreement-identifiable salaries included in salary-related costs and Agreement-related expenses included in reimbursable non-salary expenses, plus salary or imputed salaries of principals, to the extent that they perform general executive and administrative services as distinguished from technical or advisory services directly

- applicable to the Agreement.
- e. Business development expenses, including salaries of principals and salary costs of employees so engaged.
 - f. Provision for loss of productive time of technical employees between Agreements and for time of principals and employees on public interest Agreements.

4.5.3 SUBCONTRACTOR COSTS

This item includes costs and expenses incurred in connection with subcontracts and consulting agreements entered into by CONTRACTOR with third parties with prior CITY approval, for performance of certain services which CONTRACTOR agrees to render pursuant to this Agreement. Administrative surcharges for subcontractor services are not allowable costs. CONTRACTOR's cost for subcontractor coordination must be delineated in the man-hour estimate for the respective task.

4.5.4 OTHER DIRECT COSTS

Other Direct Costs include the actual costs to CONTRACTOR of project-related expenses that are required to complete the Agreement, as defined in the following paragraphs.

4.5.4.1 Equipment, Materials, and Supplies

This item includes all equipment, materials, and supplies used and consumed directly in the performance of the services hereunder not included in CONTRACTOR's General and Administrative Overhead costs, as determined and defined in Section 4.5.2.2 above, such as: special report binders; and costs of plans, drawings and reports from other public agencies, utility companies, and other like bodies. Any equipment or material items purchased solely for the performance of the Agreement covered by this Agreement which individually have a value in excess of \$25.00, shall be the property of CITY and will be given to CITY at the termination of this Agreement.

4.5.4.2 Reproductions

This item includes the identifiable costs of copying, reproducing and printing of plans, specifications, sketches, drawings, reports, photographs and correspondence.

4.5.4.3 Communications and Shipping

This item includes identifiable long-distance communications, postage and express charges.

4.5.4.4 Travel and Subsistence

This item includes local and long-distance travel, subsistence, and

transportation expenses of personnel for the performance of the Agreement, not to exceed rates and limits as established by CITY. Such CITY limits are described in the City Travel and Subsistence Policy and Allowances Form, attached hereto and made a part hereof as Exhibit "D".

4.5.4.5 Miscellaneous

This item includes any other identifiable project-related costs and expenses incurred by CONTRACTOR in connection with the services performed under the terms of this Agreement that are not applicable to general overhead, including but not limited to: special equipment rental costs; costs for temporary personnel; and CADD services.

4.5.5 COST LIMITATION

4.5.5.1 The total of all Reimbursable Costs actually incurred by CONTRACTOR, as determined and defined in Section 4.5.1 through Section 4.5.4, for services performed under an Addendum, will not exceed the Cost Limitation established for and indicated in the Addendum without a formal amendment to the Addendum.

4.5.5.2 If it becomes apparent at any time before the services to be rendered under an Addendum are about eighty (80) percent complete, that CONTRACTOR's estimated total Reimbursable Costs for performance of services under an Addendum are forecasted by the CITY or CONTRACTOR to exceed the Cost Limitation indicated in the Addendum, CITY and CONTRACTOR shall meet to review the forecast and, if necessary, to either increase the Cost Limitation for the Addendum to provide additional cost recovery to CONTRACTOR, or renegotiate the scope of services of the Addendum so that the Cost Limitation will not be exceeded. The results of any such review requiring modification to this Agreement will be detailed in a formal amendment to the Addendum.

4.5.5.3 CITY is not obligated to reimburse CONTRACTOR for costs incurred in excess of the Cost Limitation indicated for the Addendum. CONTRACTOR's liabilities, commitments, or expenditures incurred in excess of the Cost Limitation for an Addendum prior to approval by CITY shall be at the CONTRACTOR's risk and expense, unless mutually agreeable to in writing by CONTRACTOR and CITY.

4.5.6 FIXED FEE

In addition to the Reimbursable Costs described in Section 4.5, CITY shall pay CONTRACTOR a Fixed Fee when the CONTRACTOR is compensated by the Cost-Plus- Fixed Fee Method. The amount of the Fixed Fee shall be negotiated between the

CITY and CONTRACTOR for each Addendum. The Fixed Fee is not subject to review, audit, or modification except as otherwise provided in the Addendum. The entire Fixed Fee for an Addendum will be due to CONTRACTOR whether or not the Reimbursable Costs estimates are reached for the Addendum, unless the Agreement is terminated in Accordance with Section 8.0.

4.5.7 ADDENDUM PRICE

4.5.7.1 The total Addendum Price for each Addendum consists of: (1) lump sum price; (2) the sum of the Cost Limitation and Fixed Fee; or (3) the Direct Labor Cost times an overhead rate, as defined in Section 4.5.2, plus operating profit margin plus Other Direct Costs, which amount shall not be exceeded without formal amendment to the Addendum, unless Agreement is terminated in accordance with Section 8.0.

4.5.7.2 In the event any action or combination of actions taken pursuant to Section 7.0, Changes in Scope, of this Agreement are estimated by CONTRACTOR, with the written concurrence of CITY, to cause a material increase or decrease in the scope of services of any Addendum, an equitable adjustment to the Addendum Price shall be made. Any request by CONTRACTOR or by CITY for an adjustment of the Addendum Price must be asserted in writing within forty-five (45) days from the date of receipt by CONTRACTOR of CITY's notification of changed work, unless CITY shall grant a further period of time for such request resolution.

4.5.8 PROGRESS PAYMENTS TO THE CONTRACTOR

4.5.8.1 For an Addendum performed under the Cost-Plus-Fixed Fee or Direct Labor Costs Method of compensation, CONTRACTOR shall submit at the end of each monthly period an invoice of Reimbursable Costs incurred in such period. A Cost-Plus-Fixed Fee invoice shall also include an increment of the Fixed Fee earned in such a period. A Direct Labor Cost invoice shall include the overhead rate as stated herein plus the agreed upon operating profit margin. All invoices for Reimbursable Costs shall be itemized in an invoice format acceptable to CITY. All Reimbursable Costs included on the invoices shall be taken from books of accounts kept by CONTRACTOR and shall be supported by CONTRACTOR's monthly "Billing Cost Detail Report". The portion of the Fixed Fee earned in such monthly period shall be determined on the basis of relative work progress accomplished in each monthly period as agreed by CITY's Designated Representative.

4.5.8.2 Each invoice is to be accompanied with a narrative statement from CONTRACTOR describing the work accomplished by CONTRACTOR during the period covered by the invoice by

reference to the tasks described in the Scope of Services contained in the Addendum.

4.6 INVOICE PROCESSING

Invoices received by CITY will be processed for payment within thirty (30) days of receipt by CITY. CONTRACTOR will be notified of any questionable items contained in invoices submitted by CONTRACTOR within fifteen (15) days of receipt by CITY with an explanation of the deficiencies. CITY will make every effort to resolve all questionable items contained in CONTRACTOR's invoices within thirty (30) days of receipt of the invoices by CITY.

At the end of the thirty (30) day period, CITY shall pay CONTRACTOR the invoice amount less any unresolved questionable items.

Invoices are to be forwarded directly to the following:

City of Kissimmee
Department of Public Works & Engineering
Attn: Hany George, Facilities Construction and Maintenance Manager
104 N. Alaska Avenue,
Kissimmee, Florida 34741

CITY agrees that unpaid monthly invoices less any unresolved questionable items shall accrue interest based on the rate of 10 percent (10%) per annum, after they have been outstanding/unpaid for thirty (30) days after date of invoice. If CONTRACTOR employs legal services to collect overdue amounts, CITY agrees to pay all costs of collection, including reasonable attorney's fees, whether action be brought or not.

4.7 PAYMENT IN THE EVENT OF AGREEMENT TERMINATION OR SUSPENSION

In the event that an Addendum of this Agreement is terminated or canceled, or CONTRACTOR's services are suspended on an Addendum of this Agreement, prior to completion, payment shall be made in accordance with the provisions of Section 8.0.

4.8 ADDITIONAL COMPENSATION FOR CHANGE IN SCOPE OF AGREEMENT

If instructed to do so by CITY, CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of CONTRACTOR, CONTRACTOR may be entitled to additional compensation. The additional compensation shall be requested by CONTRACTOR on a revised fee quotation proposal which must be submitted to CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the Agreement by formal amendment or Addendum to this Agreement.

SECTION 5.0

WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF AGREEMENT

5.1 WORK COMMENCEMENT

CONTRACTOR will begin work promptly after receipt of a fully executed copy of each work order and related Addenda; such receipt shall constitute written notice to proceed.

5.2 IMPLEMENTATION SCHEDULE

CONTRACTOR and CITY agree to make every effort to adhere to the schedule established for the various Addenda described in the Agreement.

In the event the work of CONTRACTOR is delayed due to no fault of CONTRACTOR, which delays the completion of any Addendum of the Agreement, CONTRACTOR shall be entitled to an appropriate extension of the Agreement time for the specific Addendum.

Additional compensation to CONTRACTOR will be negotiated to the mutual agreement of CITY and CONTRACTOR in the event such delay causes any Addendum's costs to increase for reasons beyond the CONTRACTOR's control.

5.3 TIME FOR COMPLETION

The provisions of this Agreement and the various rates of compensation for CONTRACTOR's services provided elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Agreement. CONTRACTOR's obligation to render services hereunder will extend for a period which may be reasonably required to complete the Agreement. If the services under individual work order continue for a period of more than one (1) year from the beginning date (as above provided), the rates, measures, and amounts of compensation provided herein shall be subject to renegotiation; any change in such fees shall apply only to the unfinished services as of the effective date of such change.

SECTION 6.0

DESIGNATED REPRESENTATIVES

6.1 GENERAL

CITY designates the Public Works & Engineering Department's Facilities, Construction and Maintenance Manager, or his designated representative (the "City Representative"), to represent CITY in all matters pertaining to and arising from the work and performance of this Agreement. The City Representative, shall have the following responsibilities:

- 6.1.1 Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by CONTRACTOR and rendering, in writing, decisions indicating CITY's approval or disapproval within a reasonable time so as not to materially delay the work of CONTRACTOR;

- 6.1.2 Transmission of instructions, receipt of information, and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Agreement;
- 6.1.3 Giving prompt written notice to CONTRACTOR whenever CITY observes, or otherwise becomes aware of any defects or changes necessary in the project; and
- 6.1.4 Following CONTRACTOR's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

6.2 DESIGNATED REPRESENTATIVES

Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

CONTRACTOR:

CITY OF KISSIMMEE:
Department of Public Works & Engineering
Attn: Hany George, Facilities Construction and
Maintenance Manager
104 N. Alaska Avenue
Kissimmee, Florida 34741

SECTION 7.0 CHANGES IN SCOPE

CITY or CONTRACTOR may request changes in the Scope of Services of an Addendum. Such change, including any increase or decrease in the amount of CONTRACTOR's compensation for any Addendum pursuant to Section 4.0 - Compensation, which is mutually agreed upon by and between CITY and CONTRACTOR, shall be incorporated by formal amendment to the Addendum.

SECTION 8.0 TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY CITY FOR CAUSE

CITY may terminate this Agreement for any one or more of the reasons as follows:

- 8.1.1 If adequate progress on any phase of the Agreement is not being made by CONTRACTOR as a direct result of CONTRACTOR's failure to perform; or
- 8.1.2 The quality of the services performed by CONTRACTOR is not in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Agreement, and the particular services involved are considered by CITY to be essential to the proper completion of the Project; or

- 8.1.3 CONTRACTOR or any employee or agent of the CONTRACTOR is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by CONTRACTOR, or
- 8.1.4 CONTRACTOR becomes involved in either voluntary or involuntary bankruptcy proceedings; or
- 8.1.5 CONTRACTOR violates any provision of Section 12.0 (Standards of Conduct) herein.
- 8.1.6 In the event of any of the causes described in this Section, City's Representative may send a certified letter to CONTRACTOR requesting that the CONTRACTOR show cause why the Agreement should not be terminated. If adequate assurances or acceptable reasons are not provided to CITY within fifteen (15) days of receipt of said show cause notice, the CITY may consider the CONTRACTOR to be in default, and may immediately terminate this Agreement.

8.2 TERMINATION BY CONTRACTOR FOR CAUSE

CONTRACTOR may cancel this Agreement if:

- 8.2.1 CITY fails to meet its obligation and responsibilities as contained in Section 3.0 – (City's Rights and Responsibilities); or
- 8.2.2 CITY fails to pay CONTRACTOR in accordance with Section 4.0 –(Compensation).
- 8.2.3 In the event of either of the causes described in this Section, CONTRACTOR may send a certified letter requesting that CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to CONTRACTOR within fifteen (15) days of the receipt of said show cause notice, then CONTRACTOR may consider CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY CITY WITHOUT CAUSE

Notwithstanding any other provision of this Agreement, CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate by specific Agreement without cause, provided that thirty (30) days prior written notice is given to CONTRACTOR of CITY's intent to terminate. In the event that an Agreement(s) is terminated, CITY shall identify the specific Addendum(s) being terminated and the specific Addendum(s) that may be continued to completion pursuant to the provisions of this Agreement. All provision of this Agreement will remain in full force and effect as to all authorized Addenda which are to be continued to completion under this type of arrangement.

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Agreement is terminated or canceled prior to final completion, payment for the unpaid portion of the services provided by CONTRACTOR to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONTRACTOR. No compensation shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, CITY may adjust any

payment to reflect any additional costs to be incurred by the CITY due to such default.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either Party, the terminated Party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 If CITY is the terminating Party, CONTRACTOR shall within ten (10) days, or any extensions thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONTRACTOR in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

8.6 SUSPENSION

- 8.6.1 Performance of CONTRACTOR's service under any provision of this Agreement may be suspended by CITY at any time. In the event CITY suspends the performance of CONTRACTOR's services hereunder, CITY shall so notify CONTRACTOR in writing, such suspension becoming effective upon the date of its receipt by CONTRACTOR, and CITY shall promptly pay all fees which have become due and payable to CONTRACTOR to the effective date of such suspension. CITY shall thereafter have no further obligation for payment to CONTRACTOR for the suspended services unless and until CITY notifies CONTRACTOR that the services of CONTRACTOR called for hereunder are to be resumed.

Upon receipt of written notice from CITY that CONTRACTOR's services hereunder are to be resumed, CONTRACTOR shall complete all obligations required by this Agreement and CONTRACTOR shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to CONTRACTOR under this Agreement, same to be payable at the times and in the amount specified herein.

In no event will the compensation or any part thereof become due or payable to the CONTRACTOR under this Agreement unless and until CONTRACTOR has attained that state of work where the same would be due and payable to CONTRACTOR under the provisions of this Agreement.

- 8.6.2 If the aggregate time of CITY's suspension or suspensions of CONTRACTOR's services under any Addendum of this Agreement exceeds sixty (60) days, then CONTRACTOR and CITY shall, upon request of the CONTRACTOR, meet to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed, and the total compensation paid to CONTRACTOR hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to CONTRACTOR for the balance of the services to be performed hereunder. No increase in compensation to CONTRACTOR shall be allowed unless it is based upon clear and convincing evidence of an increase in CONTRACTOR's costs attributable to the aforesaid suspensions.

SECTION 9.0 INDEMNITY AND INSURANCE

9.1 GENERAL

The CONTRACTOR will indemnify and hold harmless CITY from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

If any claims are made against CITY, including its agents and/or employees, or if CITY is sued or held liable in any manner whatsoever, as a result of, or by reason of, any negligent actions or omissions, or negligent violations of any applicable law, rule or regulation taken by CONTRACTOR in connection with the rendering of services to CITY under this Agreement, then and in that event, CONTRACTOR will at all times indemnify and save CITY and its agents and/or employees, harmless from and against any liability for damages, compensations, suits, judgments, loss, costs, charges and expenses of whatsoever kind of nature, including but not limited to counsel and expert fees, and court costs, which they shall or may at any time sustain or incur.

9.2 INSURANCE

CONTRACTOR will obtain or possess and continuously maintain the following insurance coverage from a company or companies authorized to do business in the State of Florida, and will provide Certificates of Insurance to the CITY, evidencing such insurance, within fifteen (15) days following CONTRACTOR's receipt of a Notice to Proceed on the Agreement from the CITY. The insurance coverage shall contain a provision which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior notice will be given to the CITY.

9.2.1 WORKERS' COMPENSATION

CONTRACTOR will provide Workers' Compensation for all its employees at the site location and, in case any work is subcontracted, will require the Subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employers' Liability.

9.2.2 COMPREHENSIVE GENERAL LIABILITY

CONTRACTOR will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will be not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.3 COMPREHENSIVE AUTOMOBILE LIABILITY

CONTRACTOR will provide coverage for all vehicles owned or used by CONTRACTOR for limits of not less than \$500,000 Combined Single Limit (CSL) or its equivalent.

9.2.4 PROFESSIONAL LIABILITY INSURANCE

Annual Professional Liability Insurance will be maintained with coverage in the amount of

\$1,000,000 that protects CONTRACTOR.

Said Professional Liability Insurance shall provide for all sums which CONTRACTOR shall be obligated to pay as damages for claims arising out of the service provided by CONTRACTOR, or any person or subcontractor employed by CONTRACTOR, in conjunction with this Agreement. This insurance shall also be maintained for a minimum of one (1) year after completion of any related construction and acceptance of the facilities designed by CONTRACTOR under the scope of this Agreement including any Addenda or amendments thereto.

9.2.5 CONTRACTOR shall furnish Certificates of Insurance forwarded directly to the following:

City of Kissimmee
Department of Public Works & Engineering
Attn: Hany George, Facilities Construction and Maintenance Manager
104 N. Alaska Avenue,
Kissimmee, Florida 34741

With an information copy to the CITY's Purchasing Department and City's Representative identified in Section 6.2. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification required by these provisions.

SECTION 10.0 NEGOTIATION DATA

CONTRACTOR hereby certifies, covenants and warrants that wage rates and other cost data supporting the compensation provided for in this Agreement are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Agreement. It is further agreed that CONTRACTOR's compensation under this Agreement may be adjusted to exclude any significant sums where CITY determines that CONTRACTOR's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Agreement.

Records of costs incurred under the terms of this Agreement shall be maintained and made available to the CITY during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Agreement shall be deemed to be the date of final acceptance of the work by the CITY.

SECTION 11.0 OWNERSHIP OF DOCUMENTS

It is understood and agreed that all Documents, including detailed reports, plans, original drawings, survey field notebooks, and all other data other than working papers, prepared or obtained by the CONTRACTOR in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment. CONTRACTOR may retain reproducible copies of all Documents for its files at its cost. All Documents, including drawings prepared by CONTRACTOR pursuant to this Agreement, are instruments of service in respect to the services described in the Agreement. They are not intended or represented to be suitable for reuse by CITY or others on extensions of the services performed under this Agreement or on any other CITY project.

Any reuse without written verification or adaptation by CONTRACTOR for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONTRACTOR; and CITY shall indemnify and hold harmless CONTRACTOR from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by CONTRACTOR will entitle CONTRACTOR to further compensation at rates to be agreed upon by CITY and CONTRACTOR.

Any documents given to or prepared or assembled by CONTRACTOR and its subcontractors under this Agreement shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.

CONTRACTOR shall not publish any information concerning this Project without the written consent of CITY.

SECTION 12.0 STANDARDS OF CONDUCT

- 12.1 CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making of this Agreement.
- 12.2 CONTRACTOR shall comply with all Federal, State and local laws and ordinances in effect on the date of this Agreement and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- 12.3 CONTRACTOR hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other clients, other contractual relationships of CONTRACTOR, or any interest in property which CONTRACTOR may have. CONTRACTOR further certifies that any apparent conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as justification for immediate termination of this Agreement under the provisions of Section 8.1.
- 12.4 CITY is empowered to require CONTRACTOR to remove any employee or representative of CONTRACTOR from working on this Agreement which CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. CITY shall notify CONTRACTOR in writing of CITY's objections prior to CONTRACTOR's removal of any employee or representative.
- 12.5 CONTRACTOR shall not publish any documents or release information to the media without prior approval of the CITY.

SECTION 13.0
ACCESS TO RECORDS/AUDIT

- 13.1 CONTRACTOR shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at CITY's expense.
- 13.2 CONTRACTOR shall maintain and allow access to the records required under this Section for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement as may have been exercised under Section 8.0 herein.

SECTION 14.0
CODES AND DESIGN STANDARDS

- 14.1 All the services to be performed by CONTRACTOR shall in the minimum be in conformance with commonly accepted design codes and standards, standards of the CITY, and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Agreement.
- 14.2 CONTRACTOR shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Agreement to be performed under this Agreement. Any new codes or requirements becoming effective subsequent to the effective date of this Agreement that require an additional level of effort to be performed by CONTRACTOR beyond that covered under the scope of this Agreement shall be subject to negotiation for an increase in scope and compensation by formal amendment to this Agreement.

SECTION 15.0
ASSIGNABILITY

CONTRACTOR shall not sublet, assign or transfer any interest in this Agreement, without prior written approval of the CITY, provided that claims for the money due or to become due the CONTRACTOR from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such CITY approval. Notice of any such Agreement or transfer shall be furnished promptly to the CITY.

SECTION 16.0
CONTROLLING LAWS

This Agreement is to be governed by the laws of the State of Florida.

SECTION 17.0
FORCE MAJEURE

Neither Party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include but not be limited to hostility, revolution, civil commotion, strike, epidemic, pandemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the Party seeking relief under this Section.

SECTION 18 TIME IS OF THE ESSENCE

18.1 Time is of the essence of this Agreement.

SECTION 19.0 EXTENT OF AGREEMENT

19.1 This Agreement, together with the Exhibits hereinafter identified and listed in Section 19.2, constitutes the entire Agreement between CITY and CONTRACTOR and supersedes all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal amendment or Addendum to this Agreement.

19.2 The Exhibits attached to and made a part of this Agreement are as follows:

EXHIBIT A - SCOPE OF SERVICES
EXHIBIT B - ADDENDUM FORM
EXHIBIT C - HOURLY RATES
EXHIBIT D - CITY OF KISSIMMEE TRAVEL AND SUBSISTENCE POLICY AND ALLOWANCES

SECTION 20.0 DISPUTES, REMEDIES, AND ATTORNEY FEES

20.1 CLAIMS AND DISPUTES

Any claims, disputes, and/or matters in question between the Parties arising out of or relating to this Agreement, including claims for extra compensation, shall be filed in writing by the aggrieved Party to the other Party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved Party agrees to not make such claim against the other Party at any time in the future. Should any claim or dispute not be mutually resolved between the Parties within sixty (60) days thereafter, the aggrieved Party shall then seek to resolve the matter in accordance with the "Remedies" provisions of Section 20.2 herein.

20.2 REMEDIES

Except as provided in Section 20.1 herein, all claims, disputes and/or matters in question between the CITY and the CONTRACTOR arising out of or relating to this Agreement, or the breach of it will be decided in a court of competent jurisdiction within the Circuit Court of Osceola County.

20.3 WAIVER OF JURY TRIAL; ATTORNEY'S FEES

It is mutually agreed by and between City and Owner that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

SECTION 21.0 PUBLIC RECORDS

CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.

If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

- a. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records 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 charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
- c. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

- d. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
- e. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
- f. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

SECTION 22.0

E-VERIFY

In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

- CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
- CITY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- CITY, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR and CONTRACTOR shall immediately terminate the contract with the subcontractor.
- Termination of this Agreement under the provisions of this section is not a breach of contract and may not be considered such. Any Agreement termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the City for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the CITY as a result of termination of any contract for a violation of this section.
- *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Signature page to follow

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement to become effective on the day and year first written above.

By: _____

Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for _____, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires:

CITY OF KISSIMMEE

By: _____

Olga Gonzalez, Mayor-Commissioner

Date: _____

ATTEST:

Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

CITY OF KISSIMMEE CITY COMMISSION WORK ORDER/ADDENDUM	Work Order/ ADDENDUM #:
DATE:	AMENDMENT:
Per the terms, conditions, and specifications of the City of Kissimmee agreement with _____ _____ the following described work order/change(s) are agreed to and are hereby accepted and incorporated:	
DESCRIPTION OF AGREEMENT:	
FORM OF COMPLETED DELIVERABLES:	
BASIS OF PAYMENT: Services shall be made on the basis of _____ (method of compensation) method in accordance with the Work Order/Agreement, the total not to exceed \$ _____ without further authorization from the City of Kissimmee.	
ESTIMATED DATE OF COMPLETION: This Agreement shall be completed within _____ calendar days from the receipt of this fully executed Addendum.	
Previous Contract Total Dollars:	\$
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	☐ +
NET CONTRACT TOTAL DOLLARS:	
\$	

Accepted By: _____ (signature)	Requested By: _____ (signature)
Title/Position: _____	Approved By: _____ (signature)
PW Director: _____ (signature)	City Commission Approval Date: _____
Approved as to Form and Legality: _____ (signature)	

EXHIBIT C
HOURLY RATES

EXHIBIT D

CITY OF KISSIMMEE TRAVEL AND SUBSISTENCE POLICY ALLOWANCES

1. Reimbursement for airfare shall be based on coach rates. First Class rates will only be approved if CITY required and expeditious action and coach rates were unavailable.
2. Maximum mileage allowance will be the same as allowed by the IRS.
3. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants. CONTRACTOR shall attempt to obtain the lowest rates available.
4. Reimbursement for lodging shall be for the actual expenses for lodging at a single-room rate at a "non-resort" type hotel located in the vicinity of CITY's administrative offices.
5. Meals shall be reimbursed as follows:
 - a. Breakfast - \$ 13.00
 - b. Lunch - \$15.00
 - c. Dinner - \$26.00

Reimbursement for meals shall not apply to local employees within 60-mile radius of CONTRACTOR.

6. Other necessary identifiable travel expenses, such as tolls, parking, taxis, etc., shall also be reimbursed.

All of the above expenses shall be supported by a source document with the employee's name, the project name, and brief explanation. These should be reconciled to the monthly invoice.



**PURCHASING OFFICE
101 CHURCH STREET
KISSIMMEE, FL 34741**

NOTICE: SHORTLIST RESULTS OF SUBMITTALS

Date: March 15, 2022

To: All Submitters on Record

Issued By: Debbie Luke, Procurement Coordinator

Subject: RFQ2022-002 Engineering and Design of Fire Station 15

Notice is hereby given the Shortlisted results from submittals received.

- Schenkel & Shultz
- The Lunz Group
- Bentley Architects & Engineers, Inc
- Forefront Architect & Engineering

Respectfully,

Procurement Department

ITEM 7.G

Amendment to Federal Aviation Administration Airport Improvement Program Grant Agreement for Electrical Vault Project at Kissimmee Gateway Airport

Request

Request City Commission approval of an Amendment to the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for Airport Electrical Vault Project in the amount of \$4,740.92

Explanation

The purpose of the change is for utility construction fees required by the Toho Water Authority. These fees represent a percentage of the final construction costs for public and private utilities, which amounts to 1% of the sanitary sewer, lift station, water and fire line construction line items and 2% for the force main and flow meter line items. The FAA will cover 100% of these costs under the AIP Grant previously accepted by the City Commission on August 18, 2020. FAA's participation requires the utilities to be under City ownership, therefore the City will assume the ownership and operation of the utilities, including any charges and fees related to these utilities.

The Amendment to the AIP Grant reflects the additional costs approved by the FAA.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070106-506393	AP2003	Increase	4,741.00	
47000334-334410	AP2003	Increase	4,741.00	

Financial Summary:

FAA will pay 100% of the additional costs, totaling \$4,741.

Recommendation

Staff recommends Commission approval of Amendment to the AIP Grant Agreement with the Federal Aviation Administration for the Airfield Electrical Vault Project in the amount \$4,741.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

City of Kissimmee

Attachment(s):

1. Utility Construction Costs - TWA - Kissimmee Airport Elec. Vault
2. Construct Aifield Electrical Vault ISM-SOG-3-12-0038-037-2020-Grant Agreement (part 1) - signed



AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan Street, Suite 200
Orlando, FL 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

September 13, 2022

2018.161.04 CP67

Mr. J. Kevin Anthony
Development Project Manager
Toho Water Authority
951 MLK Blvd
Kissimmee, FL 34741

**Re: Utility Construction Costs – Toho Water Authority -Kissimmee Airport Elec. Vault
210007.ar.ka. -ISM - Kissimmee Gateway - New Electrical Vault - 2018.161.04 - FAA AIP 3-12-0038-037-
2020**

Dear Mr. Anthony:

As requested, and based on the best available information, the final construction costs for public and private utilities for the above referenced project are detailed in the table below.

Index	Description			
Private				
2.9	Sanitary Sewer	\$ 23,485.25		
2.11	Lift Station	\$ 329,919.12		
2.13	Water Line	\$ 30,703.75		
2.14	Fire Line	\$ 29,773.40	Fee	
		\$ 413,881.52	\$ 4,138.82	1%
Public				
2.9	4" Force Main	\$ 23,485.25		
CO#1	Flow Meter	\$ 6,620.00	Fee	
		\$ 30,105.25	\$ 602.10	2%
			Fee	
	Total Fee		\$ 4,740.92	

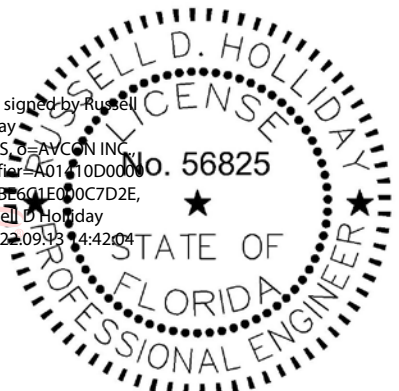
Please let me know if you have any questions, or need additional information.

Thank you,

Russell D. Holliday, PE
Sr. Project Manager– Airports
Production Manager – Lead Technical Professional

Russell D.
Holliday

Digitally signed by Russell
D Holliday
DN: c=US, o=AVCON INC,
dnQualifier=A01, 10D0000
0180CDBE601E00C7D2E,
cn=Russell D Holliday
Date: 2022.09.13 14:42:04
-04'00'



1816104940_TWALetterUtilCosts.doc

CIVIL & STRUCTURAL • AIRPORT & AVIATION CONSULTING • TRANS

Enclosures: as noted

Cc: S. Germolus, Director of Aviation, ISM
E. Garcia, Accountant, ISM
Rte:\\file, S.Germolus, ISM



U.S. Department
of Transportation
**Federal Aviation
Administration**

Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

Phone: (407) 487-7220

July 30, 2020

Shaun J. Germolus, A.A.E.
Director of Aviation
City of Kissimmee Kissimmee Gateway Airport
401 Dyer Blvd.
Kissimmee, FL 34741

Dear Mr. Germolus:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-12-0038-037-2020 at Kissimmee Gateway Airport in Kissimmee, Florida. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than August 28, 2020**, in in order for the grant to be valid.
- c. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.
- d. You may not make any modification to the text, terms or conditions of the grant offer.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:
 1. Non-construction project: Due annually at end of the Federal fiscal year.
 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by the Orlando Airports District Office.

Bill Farris, (407) 487-7232, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I—OFFER

Federal Award Offer Date	<u>July 30, 2020</u>
Airport/Planning Area	<u>Kissimmee Gateway Airport</u>
AIP Grant Number	<u>3-12-0038-037-2020</u>
Unique Entity Identifier	<u>802964759</u>
TO:	<u>City of Kissimmee</u>
	(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 8, 2020, for a grant of Federal funds for a project at or associated with the Kissimmee Gateway Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Kissimmee Gateway Airport (herein called the "Project") consisting of the following:

Construct Airfield Electrical Vault

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay one hundred (100) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,330,862.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$3,330,862 airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The

report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 28, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term “Federal funds” means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
11. **System for Award Management (SAM) Registration and Universal Identifier.**
 - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - B. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by

\$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
17. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
 - A. May not be increased for a planning project;
 - B. May be increased by not more than 15 percent for development projects if funds are available;
 - C. May be increased by not more than 15 percent for land project if funds are available.
18. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
19. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
 - A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded

or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. Exhibit "A" Property Map. The Exhibit "A" Property Map dated March 22, 2005, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

22. Employee Protection from Reprisal.

- A. Prohibition of Reprisals –
 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this 5 day of 2020,

City of Kissimmee

(Name of Sponsor)

Jose Alvarez

Jose Alvarez (Aug 5, 2020 15:47 EDT)

(Signature of Sponsor's Authorized Official)

By: Jose Alvarez

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Olga Sanchez de Fuentes, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Florida. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at City of Kissimmee (location) this 5th day of August, 2020

By: Olga Sanchez de Fuentes

Olga Sanchez de Fuentes (Aug 5, 2020 16:51 EDT)

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES
PLANNING AGENCY SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- c. Hatch Act –5 U.S.C. 1501, et seq.²
- d. Rehabilitation Act of 1973 - 29 U.S.C. 794
- e. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin)
- f. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability
- g. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- h. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- i. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

EXECUTIVE ORDERS

- a. Executive Order 12372 - Intergovernmental Review of Federal Programs

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures
- e. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- f. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- g. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- h. 49 CFR Part 20 - New restrictions on lobbying.
- i. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- j. 49 CFR Part 26 –Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- k. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- l. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- m. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- n. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- q. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252).

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States.

4. **Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary

5. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies in the planning area.

6. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

7. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the Sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not mean constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

8. Reports and Inspections.

It will submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 4) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 5) So long as the sponsor retains ownership or possession of the property.

a.) Required Solicitation Language.

b.) It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Kissimmee, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

11. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

12. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary.

13. Disadvantaged Business Enterprises.

The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Parts 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. § 3801).



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport

NUMBER	TITLE
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey

NUMBER	TITLE
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors

NUMBER	TITLE
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities

NUMBER	TITLE
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

ITEM 7.H

Kissimmee Main Street New Service Agreement for Fiscal Year 2022-2023

Request

Staff requests approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2022-2023, from October 1, 2022 to September 30, 2023.

Explanation

The City of Kissimmee and the Downtown Kissimmee Community Redevelopment Agency (CRA) have been longtime proponents of the Kissimmee Main Street Program and its contributions to the vitality of Downtown Kissimmee. Every year, through a Service Agreement between the City, CRA and Kissimmee Main Street, Kissimmee Main Street provides business recruitment and retention services, supporting and furthering small businesses throughout Downtown Kissimmee.

In addition, to attracting significant attention to Downtown Kissimmee with its annual signature events, Main Street has provided downtown businesses with critically needed support services, such as:

- Assisting new businesses with navigating local and state ordinances and regulations
- Assisting with basic business functions, such as business plans, finance and marketing
- Connecting downtown businesses to COVID-19 recovery resources and funding

Main Street has demonstrated its position as a valuable resource partner to the City and CRA. Staff is requesting approval of a new Service Agreement for FY 2022-2023 to allow Main Street to continue to provide business recruitment and retention services in Downtown Kissimmee.

Per the Agreement, Main Street responsibilities are:

A. Business Recruitment:

1. Conduct shopper surveys and market analysis to identify the types of businesses desired within the Main Street District.
2. Develop and implement an effective plan to promote vacant properties within the Main Street District.
3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the City's Development Services Department as well as the City's Economic Development Department.
4. Develop a marketing plan that promotes businesses and events in the Main Street District. Main Street shall work and meet regularly with the City's Communication and Public Affairs team to ensure all marketing plans work cohesively with the City's overarching message.
5. Promote and support the New Business Start-Up Grant in partnership with Kissimmee Utility Authority.
6. Work to explain the City building and renovation processes to prospective business owners. Main Street shall work with Development Services and other City Departments to develop a full understanding of the processes for the City's permitting and code enforcement offices.

B. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and promotes downtown events.

City of Kissimmee

2. Coordinate or assist with events and activities with businesses in the area to promote existing businesses in the Main Street District.
3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prosper to provide assistance to small businesses in the Main Street District.
4. Help Main Street District businesses navigate the City's permitting processes, signage processes and act as a general liaison between the City and the Main Street District businesses.

This Agreement also requires the City to provide resources and training to Main Street staff in support of business assistance efforts.

Upon approval of this Agreement, the City and CRA shall provide funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to Main Street for salary and benefits for two full-time employee positions; the City shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-Four Dollars (\$119,734.00) and the CRA shall provide Thirty Thousand Dollars (\$30,000.00). These positions are an Executive Director position and a Small Business Liaison position.

The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments.

The Main Street Board has approved and signed the new Agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103-503434		Decrease	\$119,734	\$119,734

Financial Summary:

The City has sufficient funds to support this annual agreement.

Recommendation

Staff recommends approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2022-2023, from October 1, 2022 to September 30, 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. Kissimmee Main Street Annual Report 2021-2022
2. Kissimmee Main Street Funding Agreement (2022-23)

As an essential part of the economic development in Historic Downtown; Kissimmee Main Street plays a critical role in bringing our small businesses and entrepreneurs support and prosperity. It's important now more than ever to protect and continue to aid our local economies.

To assist economic development and local leaders in this important work, we have multiple resources to help with all the processes. This dedication allows us to continue to foster professionals and innovative entrepreneurs to help enhance small businesses in our community.

Kissimmee Main Street continues to find new and innovative ways to highlight Downtown Kissimmee. Through are ever growing events to creative marketing, we take our slogan, "We Welcome the World" seriously.

By hosting several events we invite the community to take part in activities that leave a positive lasting impression of the heart of our city.

Events like:

KISSIMMEE VALLEY FARMERS MARKET

Kissimmee Main Street, in partner with the City of Kissimmee and Love Makes Me Grow, has been seeing continued growth of the Kissimmee Valley Farmers Market. Each month we are seeing increased attendance from both the community and vendors. We receive daily inquiries from small business owners from around Central Florida interested in vendor space. The December 1st market had a wide variety of items available and even a mini petting zoo with pygmy goats. It had 35 vendors and approximately 250 shoppers.

Boo on Broadway

Kissimmee Main Streets signature event, Boo on Broadway, was back in person in with record breaking attendance. After hosting Boo virtually in 2020, we worked tirelessly to bring this community favorite back in a fun and safe way. We partnered with SunRail to advertise this year and they clocked over 900 people use their transportation to come into Downtown Kissimmee that evening. We had over 70 vendors lining the length of Broadway on both sides. Families costumed and ready for a night of fun were entertained by live dance performances from various dance troops, musical acts, a family fun show from a local entertainment company. There was photoboos set up at the Welcome Station, a family game area, Adventures in Booville for the littlest visitors, a stilt walker roamed the street taking photos and interacting with kids. KPD and Parks & Recs staff were on hand throughout the evening and the event ran incredibly smooth despite a little rain at the beginning and towards the end. It is estimated that we saw about 6,000 people at this year's event. A few of our restaurants reported record breaking sales the night of the event.

Kissimmee 5K

The Kissimmee 5K, the only professionally timed 5K that occurs in the city, took place on Saturday, February 12th at the Kissimmee Lakefront Park. The race had just over 300 registered runners. Due to Covid-19, last year's 5k didn't include vendors. However, this year we were happy to have them join us again. In attendance were 2 different local gyms. Camp Gladiator is a returning vendor who once again hosted the race warm up and cool down. We had a new Downtown Kissimmee business, Carrion Chiropractic, participate as a vendor and provide free screenings for racers. Other vendors included the local Kiwanis Club, Authentic Philly Water Ice, Roast & Grind Coffee Makers, Battle Tested Fitness, and Samaritan at the Well. A new Kissimmee Main Street member, Keys Church volunteered and provided water to the runners along the race route. Racers were provided bananas and other nutritious snacks from Kissimmee Main Street. Sponsorship was once again provided by Toho Water Authority, Kissimmee Utility Authority, and the City of Kissimmee. This event allows us to make an annual donation to the American Heart Association.

Post event surveys conducted show that racers visited Downtown Kissimmee businesses including Big John's Rockin BBQ and Carinos Café after the race. 100% of those who participated in the survey stated they plan to attend this event again next year. 100% of those who participated in the survey stated they feel the event was well organized.

4th Annual Hop on Downtown

On April 3rd, Kissimmee Main Street welcomed 1000's of children and their parents to Historic Downtown Kissimmee for our annual Hop on Downtown event. Guests lined up at 421 Broadway where they had their temperatures checked with thermometers generously donated by Advent Health, the events key sponsor. The first children received a free easter bags inside the Welcome Station and all the kids had the opportunity to take photos at several photo booths.

After gathering information maps, they were free to move throughout Historic Downtown Kissimmee to enjoy various activities. Over 6,000 filled eggs were given searched and found as part of our Easter Egg Hunt at both the Kissimmee Police Department and Pleasant Street. Special eggs were identified with a sticker as well and those that found them received a special toy. Our merchants got in on the fun by providing family lunch specials. Several of them once again participated as 'Jellybean Hop Stops' where children could HOP through their door and receive a bag of jellybeans. And our special guest the Easter Bunny had lines wrapped around the corner as they waited to take their picture with him at The Adjusters Group, one of this years sponsors. This is a great way to get new potential customers in our merchants' front doors. There were make and take craft projects at Casa Del Artesano and cookie decorating at Candyland Designs Co. This was all offered for free to event guests. We had a huge amount of help from Kissimmee Christian Church, Keys Church and KPD with egg hunt, Jelly Bean Hop, and the family game area located on Dakin Ave. We are grateful to The City of Kissimmee, Advent Health and Toho Water Authority for their assistance with this always popular event.

We conducted a participant survey after the event. Below is some of the feedback we received:

Liberty University Fire & Ice Wind Symphony Concert

On Thursday, March 17, Kissimmee Main Street was honored to host the Liberty University 55-piece wind symphony. Their director contacted Kissimmee Main Street looking for the perfect location for a live performance in the heart of Kissimmee. After discussions with the city and our downtown business owners and residents, it was decided that a live performance on Dakin Ave would be the perfect location. The event was well attended and the following businesses reported increased sales the night of the event: 3 Sisters Speakeasy, Vintage Vino, 2 Brothers Steakhouse, Breeze, Seafood & Fries Bistro and Matador. Comments on social media from attendees were all very positive with many people stating they would love to see more live performances from an array of musical genres in the downtown. We are currently discussing opportunities to have local schools like OCSA (Osceola County School for the Arts) perform on perhaps a monthly basis in Downtown Kissimmee.

Seniors in the City

Seniors in the City shows continual growth in attendance. Our last event was Binglow. Held at Candyland Designs Co in Downtown Kissimmee, the community came out for a night of glow in the dark bingo. There was neon décor, black lights and a DJ, drinks and snacks all free for participants. We received numerous phone calls ahead of the event with people asking if it was strictly for seniors as they wished to attend as well. We had nearly 20 participants at this event.

Small Business Saturday

In a national campaign sponsored by American Express, Small Business Saturday is designed to encourage communities to come out and support their local small businesses during the holiday season. This event unfortunately didn't take place in 2020 due to the pandemic but we were happy to host it in person in 2021. The event was promoted on social media and our weekly e-newsletter. Visitors were encouraged to stop first at our office where we had photo booths, free breakfast and coffee, shopping bags courtesy of American Express and free pictures with Santa Claus. There was a station for children to write letters for Santa as well. There were specials offered by several of our restaurants and discounts offered at shops such as Lanier's Historic Downtown Marketplace, Awakened Auras and Lakeside Massage and Spa to name a few. In addition, we had approximately 20 vendors set up in the Scooterville lot offering additional items for purchase for holiday shoppers.

Light up DTK/ Parranda Event

In partnership with the City of Kissimmee and KUA, we once again hosted our Light Up Kissimmee event on November 27th. This was done in conjunction with a new event, our Parranda which is a traditional Puerto Rican event where families stroll from home to home caroling and folks join in as they travel. We began at Casa Del Artesano where 100's of participants joined us. The large group traveled to Matadors Tacos and Tapas and 3 Sisters Speakeasy where more participants joined. The group walked to Kissimmee Main Street and gathered around the Christmas tree. There was a dance performance from Downtown Kissimmee dance school Adanse dancers before lit up the tree in front of the Welcome Station. From there, the massive group walked to 1st United Methodist Church on Church where candles

were distributed, and the churches choir sang traditional holiday songs. Afterwards, the group moved to Kissimmee City Hall where we heard from Vice Mayor Felix Ortiz before lighting the tree there. This event overall brought up approximately 350 people, far beyond our expectations for a first-time event. We plan to bring it back next year based on its success.

Additionally, we assist several partnering events.

Kissimmee Main Street was proud to work alongside once again Downtown Kissimmee business owners, residents and volunteers to host our annual Thanksgiving Dinner Downtown. This event is a true testament to the heart this community holds. Volunteers gathered at 3 Sisters Speakeasy on Thanksgiving Day to prepare a traditional holiday meal for the less fortunate in our area. They were greeted by a host, given an option to dine inside or out, offered drinks and coffee and then served a meal offering turkey, ham, potatoes, rice, and more. We fed over 100 people in just over an hour.

We were honored to once again assist Arkeisha Reese, Founder of Team Kareem Memorial Foundation, with her annual Christmas with Team Kareem event on December 19th. This year over 350 children were gifted bicycles, toys, clothes and gift cards. We provide support to this event with venue, logistics planning, advertising and information on sponsorship opportunities.

Kissimmee Main Street worked alongside Commissioner Carlos Alvarez and several volunteers on Christmas Day to provide Christmas dinner to the less fortunate in Downtown Kissimmee. The event was held at Candyland Designs Co at 24B Broadway. In addition to a meal, guests were gifted backpacks and toiletries.

We continue to assist our downtown businesses through services like:

Kissimmee Main Street staff was on hand at two ribbon cuttings. One for the Ruby Plaza grand opening of the second location of Limbhelados. The same morning, we were present for the Lake Toho Marina ribbon cutting.

In Q2 we celebrated no less than three grand openings this quarter. The Sisters Mystical Cube, Essential Spas and The Seafood House.

Marketing

Kissimmee Main Street uses several platforms to market events and downtown businesses. The Main Street Minute is our weekly e-newsletter that is distributed to 5,211 local email addresses. This tool allows us to combine digital flyers for all upcoming events, promotions, and specials our merchants provide us that are happening in the following week. This year we also launched "K-Town Now" which is a text messaging system that allows us to provide immediate information to those who have signed up for the service. We will soon have available a digital, interactive marketing platform at the Kissimmee Main Street Welcome Station that will allow our businesses to share promotions with visitors. This new marketing platform will allow our merchants to provide up-to-date, eye catching visuals with guests.

The Kissimmee Main Street staff prides itself on continuing to build positive relationships with the business owners and staff in the CRA district. Through our efforts to keep in constant communication with them through various means such as our private Facebook page, email, text messaging, face-to-face visits, and our Friday morning coffee club, we believe we can stay aware of their needs and anticipate the best ways to support their businesses. We provide them a direct connection to the various departments within City Hall through our Small Business Liaison who can assist with several topics including but not limited to permitting, zoning, inspections, grants, and signage. Our Marketing Coordinator is here to help with social media and website support, logos, marketing materials, flyers, and one on one training on how business owners can best market their businesses. Between the support provided in these manners, the events we host that bring customers into their businesses, our promotion of their businesses on our social media platforms and the weekly Main Street Minute e-newsletter, we believe we give the small business owners several reasons to remain in Historic Downtown Kissimmee.

We also continue a strong partnership with DiscoverAbility, formerly known as Two 6 Resources, whereby they provide interns to both Kissimmee Main Street and merchants throughout the downtown. This partnership allows for locally owned businesses to receive labor at no cost and the intern the opportunity to be trained in various areas. We have had 7 interns in our office this year because of this relationship.

Kissimmee Main Street now entering it's 25th year as a nonprofit is committed to supporting the vision of the city and assisting the small businesses while meeting our mission of our mission to preserve and enhance Historic Downtown Kissimmee for the enrichment of present and future generations. We believe in preserving the past and shaping the future.

CITY OF KISSIMMEE FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM

THIS FUNDING AGREEMENT is made and entered into this ____ day of September, 2022, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY," the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida dependent special district, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CRA," and **KISSIMMEE MAIN STREET PROGRAM, INC.**, a Florida not for profit corporation, whose address is 421 Broadway, Kissimmee, Florida 34741, hereinafter referred to as "Main Street" and each represent as follows:

RECITALS

WHEREAS, the CITY, CRA, and Main Street share a common vision and mission to promote, preserve, and enhance the City of Kissimmee's historic downtown district; and

WHEREAS, the CITY, CRA, and Main Street wish to work in coordination to address the economic development needs of the CITY consistent with the Downtown Kissimmee Redevelopment Plan dated November 2012; and

WHEREAS, Main Street is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

WHEREAS, the CITY and CRA desire to support business recruitment and retention in the historic downtown.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. **TERM.** The term of this Agreement commences on October 1, 2022 and terminates on September 30, 2023.
3. **CITY/CRA RESPONSIBILITIES.**
 - a. The CITY and CRA shall provide funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to Main Street for salary and benefits for two full time employee positions; the City shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-Four Dollars (\$119,734.00) and the CRA shall provide Thirty

12

Thousand Dollars (\$30,000.00). These positions shall be an Executive Director position and a Small Business Recruitment and Retention position.

- b. The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments, contingent on the CRA's receipt of Quarterly Report from Main Street.
- c. The CITY and CRA staff will provide training to the Main Street staff on all aspects of the CITY's development and permitting process. Furthermore, CITY and CRA staff shall provide Main Street staff with the following resources:
 - i. A referral list of persons, businesses, agencies, and organizations that assist new and growing businesses.
 - ii. Reference materials for businesses that are starting up or looking to expand.
 - iii. CITY and/or CRA staff support when necessary to achieve the objectives of this Agreement.
 - iv. Access to Development Services Software (view only) to assist businesses in tracking and participating in the development review, permitting, inspection, and code enforcement processes.

4. MAIN STREET RESPONSIBILITIES.

- a. Main Street, following the guidelines of the CITY's Economic Development Plan, shall engage in small business recruitment and retention in the CRA District. This shall include but is not limited to:
 - i. Business Recruitment:
 - 1. Conduct shopper surveys and a market analysis to identify the types of businesses desired within the CRA District.
 - 2. Develop and implement an effective plan to promote vacant properties within the CRA District.
 - 3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the CITY's Development



Services Department as well as the CITY's Economic Development Department.

4. Develop a marketing plan that promotes businesses and events in the CRA District. Main Street shall work and meet regularly with the CITY's Communication and Public Affairs Division to ensure all marketing plans work cohesively with the CITY's overreaching message.
5. Promote and support the New Business Start-Up Grant in partnership with the Kissimmee Utility Authority.
6. Work to explain the CITY building and renovation processes to prospective business owners. Main Street shall work with the Development Services and other appropriate CITY Departments to develop a full understanding of the processes for the permitting and code enforcement within the CITY.

ii. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and promotes downtown events.
 2. Coordinate or assist with events and activities with businesses in the area to promote those businesses in the CRA District.
 3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to aid small businesses in the CRA District.
 4. Help CRA District businesses navigate the CITY permitting process, signage compliance, and act as a general liaison between the CITY and the CRA District businesses.
- b. Main Street shall provide quarterly reports to the Community Redevelopment Agency Manager outlining the efforts made toward business recruitment and retention. These reports shall be submitted by the fifteenth day of the month in January, April, and July. The Annual Report shall cover the quarterly report for October. Furthermore, Main Street shall provide a yearly update to the City Commission on business retention and recruitment efforts within the CRA District.



- c. Main Street shall provide an Annual Report due by October 1, 2023, that outlines the following:
 - i. Summary of website and social media activity.
 - ii. Summary of all events. This shall include events that Main Street hosted as well as events that Main Street participated in but were hosted by business owners in the CRA District.
 - iii. Summary of newsletter distribution.
 - iv. Summary of business recruitment efforts.
 - v. Summary of business retention efforts.
 - vi. Summary of market analysis and shopper surveys.
 - vii. Summary of business membership and past year comparisons.
 - d. Main Street shall continue to perform work necessary for the operation and furtherance of Main Street's not for profit mission.
 - e. The day to day operations of the Executive Director shall be evaluated yearly by the Main Street Executive Board. The Main Street Executive Board shall have hiring authority over the Executive Director consistent with CITY policies and procedures, using CITY's recruitment process. The hiring of all Main Street employees shall be subject to City Manager approval and successful completion of background checks and drug screening. The City Manager shall have authority to terminate Main Street employees for violation of City policies and procedures or dereliction of duty with subsequent notice to the Main Street Executive Board.
 - f. The Main Street Executive Board shall conduct a yearly evaluation of the Executive Director. The Executive Director shall conduct a yearly evaluation of all other Main Street employees.
 - g. The Executive Director shall ensure that the Small Business Recruitment and Retention Employee submits timesheets pursuant to CITY Rules and Regulations. These timesheets shall track comp time, flex time, and overtime.
5. **TERMINATION.** This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30)



days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
8. **ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES.** Main Street shall not assign this Agreement without the express written consent of the CITY. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between Main Street and the CITY that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
12. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.



13. **NOTICES.** Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by certified or registered mail with return receipt, addressed to:

<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to Main Street:</u> Kissimmee Main Street ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
--	--

14. **PUBLIC RECORDS.** MAIN STREET acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, MAIN STREET shall keep and maintain public records required by the CITY to perform the service.

If MAIN STREET has questions regarding the application of Chapter 119, Florida Statutes, to MAIN STREET's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

1. If CITY's Custodian of Records requests records from MAIN STREET, MAIN STREET shall provide the City's Custodian of Records 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 charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. MAIN STREET shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the MAIN STREET does not transfer the records to CITY.
3. Upon completion of the contract, MAIN STREET shall transfer, at no cost, to CITY all public records in possession of MAIN STREET or keep and maintain public records required by CITY to perform the service. If MAIN STREET transfers all public records to CITY upon completion of the Agreement, MAIN STREET shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure



requirements. If MAIN STREET keeps and maintains public records upon completion of the Agreement, MAIN STREET shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

4. Upon notice to MAIN STREET of a request to inspect or copy public records relating to CITY's agreement for services, MAIN STREET shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
5. If MAIN STREET does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
6. If the MAIN STREET fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

Signature page to follow.



IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

**DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT
AGENCY:**

Chair

Date: _____

ATTEST:

City Clerk

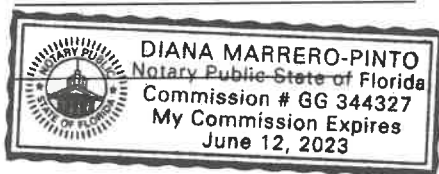
KISSIMMEE MAIN STREET:

John Fields
Chair

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 26
day of August, 2022, by means of ☒ physical presence or ☐
online notarization,
by John Fields as President for Kissimmee
Main Street, a Florida corporation, who is personally known to
me or has produced identification.

Notary Seal:



Notary: Diana Marrero-Pinto

Print Name: Diana Marrero-Pinto

My Commission Expires:

ITEM 7.I

Resolution Adopting the First Amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

Request

Staff requests the City Commission approve the resolution adopting the first amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

Explanation

The City has had a long-term goal of adding more housing in the Downtown Kissimmee Community Redevelopment Area (CRA) to increase the number of full-time residents in Kissimmee's Downtown and support the growing number of employers in the Medical Arts District. The Beaumont Redevelopment Site, currently a city-owned property of approximately 20 acres, is located on the south side of Martin Luther King Jr. Boulevard between Central and Clyde Avenues. The City acquired this property in 2018 for the purpose of fostering redevelopment consistent with the City's goals for the CRA and the Medical Arts District, and the Downtown Kissimmee CRA Redevelopment Plan.

In 2020, the City issued RFQ2020-006 to solicit a qualified private sector master developer to spearhead the redevelopment project to include varying medium and high density residential unit types, and mixed use and commercial buildings to compliment the nearby Medical Arts District. On November 2, 2020, the City Commission accepted Skyview's proposal and authorized the City Manager to negotiate with Skyview to acquire and develop the property. On December 21, 2021, the City Commission approved the Master Development Agreement between the City of Kissimmee, the CRA and Skyview.

The purpose of the Master Development Agreement was to establish the responsibilities of the Parties, the development schedule, applicable development regulations and standards, and to memorialize the public-private partnership created for the Beaumont Redevelopment Project, including incentives and associated obligations.

This Amendment seeks to make the following minor modifications to the Master Development Agreement:

- a. Extends the time of performance to allow an extra year to complete construction of the project;
- b. Replaces the Conceptual Site Plan attached as an exhibit to the Agreement with a more specific Site Plan reflecting the Developer's current site improvement plans;
- c. Clarifies the amount and type of workforce housing provided by the Developer within the redevelopment project;
- d. Describes the Developer's intent to abandon specific public ROWs; and
- e. Provides for signatures of both the City and the CRA to approve and ratify the Agreement and the Amendment.

Recommendation

City of Kissimmee

Staff recommends the City Commission approve the resolution adopting the first amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter:

Attachment(s):

1. Resolution First Amendment to Skyview MDA

RESOLUTION NO. XXXX

A JOINT RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA AND THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE DOWNTOWN REDEVELOPMENT AREA; RATIFYING, AND APPROVING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO, THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY, THE AGENCY, AND SKYVIEW KISSIMMEE DEVELOPER LLC; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, AND BY THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to and under the authority of the City Charter, Section 163.01, Florida Statutes, the Community Redevelopment Act of 1969, codified in Part III, Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT.

(A) The Agency and City, respectively, hereby approve, authorize and direct execution of the First Amendment to the Master Development Agreement, in substantially the form attached hereto as Appendix A.

SECTION 3. RATIFICATION AND CONFIRMATION. Based upon the findings set forth in the Master Development Agreement, the Downtown Kissimmee Redevelopment Plan (the "CRA Plan") , and the public purpose advanced by redevelopment of the Redevelopment Area, all prior actions by the City and the Agency associated with advancing redevelopment of the Beaumont Redevelopment Parcel are in the public interest, serve public purposes and provide for accomplishing community redevelopment consistent with the CRA Plan. The findings herein and all prior actions and plans of the City and the Agency associated with redevelopment of the Beaumont Redevelopment Parcel, including without implied limitation entering into the Master Development Agreement, are hereby ratified and confirmed.

SECTION 4. GENERAL.

(A) If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

(B) It is not the City's intention, and nothing herein shall be so construed, to impair the effectiveness of any prior action or resolution taken or adopted by the City or the Agency, with respect to the creation and establishment of the Agency, community redevelopment, the issuance of any bonds or obligations, or any other associated action taken by such governmental bodies.

(C) This Resolution shall take effect immediately upon its passage and adoption by both the Agency and City.

PASSED AND ADOPTED at a regular meeting of the Board of the Downtown Kissimmee Community Redevelopment Agency on the _____ day of _____, 2022.

DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY

[Seal]

By: _____

Chair

Attest:

City Clerk

PASSED AND ADOPTED at a regular meeting of the City Commission on the _____ day of _____, 2022.

CITY OF KISSIMMEE, FLORIDA

[Seal]

By: _____

Mayor

Attest:

City Clerk

Attachment: Appendix A

APPENDIX “A”

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This First Amendment to Master Development Agreement (“**Amendment**”) is entered into as of _____, 2022 (the “**Amendment Effective Date**”) by **THE CITY OF KISSIMMEE**, a Florida Municipal Corporation, (“**City**”) **THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, (“**Agency**”) and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, (“**SkyView**”).

References below to the “Parties” mean all of City, Agency, and SkyView, collectively. References below to a “Party” mean any or each of City, Agency, and SkyView, as appropriate in the context.

BACKGROUND

- A. City and SkyView entered into that certain Master Development Agreement dated as of December 21, 2021 (the “**MDA**”). The MDA details a collaboration among the Parties as authorized by City’s Downtown Kissimmee Community Redevelopment Plan (the “**CRA Plan**”). Pursuant to the MDA, the Parties agree to work in collaboration to develop the Project to compliment the adjacent Medical Arts District, improve overall infrastructure, and catalyze growth on and around the Beaumont Development Parcel.
- B. City approved and entered into the MDA in accordance with all procedural and other legal requirements applicable to City. SkyView also approved and entered into the MDA in accordance with all legal requirements and with SkyView’s charter and other governing documents.
- C. The officials elected to the City Commission also govern as members of Agency’s Board of Commissioners. Although the City considered and approved the MDA, no records exist evidencing the Agency’s approving and ratifying the MDA. Thus, even though Agency is a named party to the MDA, Agency has not signed the MDA.
- D. The Parties have refined the plans for the Project providing details that were not previously known. Those details include, among others, establishing width and alignments for adjacent right-of-ways; identifying areas of existing roads that require vacating; settling the configuration of lots and tracts on the plat; and refining the Beaumont Redevelopment Overall Site Plan.

NOW, THEREFORE, in consideration of the foregoing explanation and of the mutual covenants and agreements set forth below and in the MDA, the Parties hereby modify and amend the MDA as follows:

- 1. **Definitions.** Capitalized terms used but not defined herein shall have the same meanings ascribed therefor in the MDA.
- 2. **Execution and Ratification by Agency.** Agency has executed this Amendment after satisfying all procedural and other legal requirements applicable to Agency. Agency affirms

the MDA and this Amendment thereto meet the objectives and purposes of the CRA Plan and fulfills Agency's mission; and Agency hereby agrees and binds itself to the MDA, as amended and modified by this Amendment, and ratifies the actions heretofore taken in performance of the MDA.

3. **Substitution of Overall Site Plan.** The Exhibit "A" attached hereto replaces and supersedes the Exhibit B (Conceptual Plan Beaumont Redevelopment Parcel) attached to the MDA.
 - a. References in the MDA to "Exhibit B," "conceptual plan," "overall site plan," "Conceptual Plan Beaumont Redevelopment Parcel," and other references to the plan attached as Exhibit B to the MDA shall be deemed to refer to the Exhibit "A" attached hereto.
 - b. The proposed uses and designs depicted on Exhibit "A" attached hereto, including without implied limitation the widths of the right-of-ways, are consistent and comply with City's Comprehensive Plan and CRA Design and Technical Standards, and are compatible with City's adopted Form Based Code, as approved pursuant to DRC application #SP-22-001 on May 3, 2022.
4. **Abandoned Right-of-Way.** Pursuant to Section 5.03 of the MDA, on City's vacation of the right-of-way areas described in Exhibit "B" attached hereto (the "**Abandoned Areas**"), the Abandoned Areas shall be added to and included in the Beaumont Development Parcel and to Phase I thereof.
5. **City Support.** Section 10.03 of the MDA (City Support of Economic Development and Workforce Housing) is amended and restated as follows:

10.03 CITY SUPPORT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING.

In order to facilitate advancing the goals of the CRA Plan, City will provide economic development incentives to SkyView as outlined in Exhibit "D" including but not limited to ~~a reduction or waiver of building permit fees, a reduction or waiver of parks and recreation impact fee credits,~~ additional public parking; funding for completion of the Ancillary Public Improvements; ~~reduction or waiver of mobility fees~~ waiver of all permit fees (for vertical construction permits), all inspection fees, all parks and recreation impact fees, and all mobility fees; and funding pursuant to the available CRA funding, grants and incentive programs. ~~In order to increase the availability of workforce housing located in proximity to the Medical District, the City shall provide economic support for development of 5% of the units in Phase I as workforce housing affordable to household with incomes between 80-120% of Area~~

~~Median Income, with a minimum of sixteen (16) units available for households with incomes at 80% AMI. ("Workforce Units"). City support is described in Exhibit "D". SkyView Kissimmee I, LP, its successors, heirs or assignees, will provide an annual report to the City documenting income verification for residents of Workforce Units.~~

SkyView will lease sixteen (16) units (six studio units, five 1-bedroom units, and five 2-bedroom units) of the 312 total units at rates the Florida Housing Finance Corporation (in its index for Income Limits and Rent Limits) reports are affordable to households with incomes at 80% of Area Median Income (the "80% AMI Units"). SkyView will have the right from time to time to designate the 80% AMI Units; provided, however, all 80% AMI Units shall have the same finishes as are provided in the market rate units. Tenants of 80% AMI Units must pay the same charges other tenants must pay, without discount or reduction, for other services, including without implied limitation, if applicable, parking, pest control, wifi, amenities fees, and trash removal and other valet services. SkyView will provide an annual report to the City documenting income verification for residents of 80% AMI Units. This obligation of SkyView to lease the 80% AMI Units below market rates will expire twenty (20) years after the issuance of a Certificate of Occupancy for Phase I, at which time SkyView will have the right to let all units at market rates. City is not required to provide economic support to SkyView for the 80% AMI Units.

6. **Rights.** City and Agency agree as lands are conveyed to SkyView, City and Agency will not reserve any of the rights, titles, claims, or interests described in Section 270.11, Florida Statutes. City and Agency expressly decline to reserve or retain any such rights, titles, claims, or interests.
7. **Development Schedule.** The Exhibit "C" attached hereto replaces and supersedes the Exhibit E (Development Schedule) attached to the MDA. References in the MDA to "Exhibit E," "Development Schedule," and other references to the schedule attached as Exhibit E to the MDA shall be deemed to refer to the revised schedule attached hereto as Exhibit "C".
8. **Commencement Date and Initial Term.** The Parties agree the "Commencement Date" prescribed in Section 3.01 of the MDA is extended to and shall hereafter be the Amendment Effective Date. As a consequence, the "Initial Term" (which is also prescribed in Section 3.01 of the MDA) shall expire at noon on the date which is five (5) calendar years following the Effective Date of this Amendment.
9. **Ratification.** City and Agency confirm the Findings of Fact set forth in the MDA also justify the modifications to the MDA made by this Amendment. The Parties hereby ratify and

confirm the MDA, subject to the modifications effectuated by this Amendment. All provisions of the MDA not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. As used herein, underlined words indicate additions to existing texts, and ~~stricken~~ words include deletions from the existing text of the MDA. To the extent of any inconsistency between the Amendment and the MDA, the terms and conditions of this Amendment shall control.

10. **Severability**. If any provision of this Amendment is found to be invalid or unenforceable, that provision will be severed from this Amendment and the remainder of this Amendment will continue to be binding and enforceable.
11. **Counterparts**. This Amendment may be executed in multiple counterparts. The signature of any Party to a counterpart shall be deemed to be the signature to, and may be appended to, any other counterpart. A Party shall be bound by this Amendment by executing a counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.
12. **Further Assurances**. Each Party will, without additional consideration, sign, acknowledge, and deliver any other document[s] and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Amendment and the MDA.
13. **Final Approval**. This Amendment is expressly subject to, and shall not be or become effective or binding on, City or Agency until approved by City's City Commission and Agency's Board of Commissioners and is fully executed on behalf of City and Agency and any appeal period, if applicable, has expired.
14. **SkyView Authority**. The individual executing this Amendment on behalf of SkyView represents and warrants that he or she is duly authorized to execute on behalf of and bind SkyView to this Amendment.
15. **Exhibits**. The following Exhibits referenced above are attached to, incorporated in, and form a material part of this Amendment:
 - a. Exhibit "A" (the Overall Site Plan and the Plat Plan); and
 - b. Exhibit "B" (Abandoned Areas); and
 - c. Exhibit "C" (Revised Development Schedule).

[The Parties have signed on the following pages.]

[Signature page for First Amendment to Master Development Agreement]

ATTEST:

CITY OF KISSIMMEE

By: _____

City Clerk

By: _____

Print name:

Print name: _____

As its: _____

ATTEST:

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

City Clerk

By: _____

Print name:

Print name: _____

As its: _____

WITNESSES SIGNATURES:

SKYVIEW KISSIMMEE DEVELOPER LLC

Signature: _____
Print name: _____

By: _____
Print name: _____

Signature: _____
Print name: _____

As its: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2022, by _____, as _____ of **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced _____, as identification.

SIGNATURE OF NOTARY

PRINT NAME OF NOTARY

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

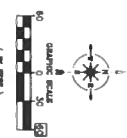
EXHIBIT "A"

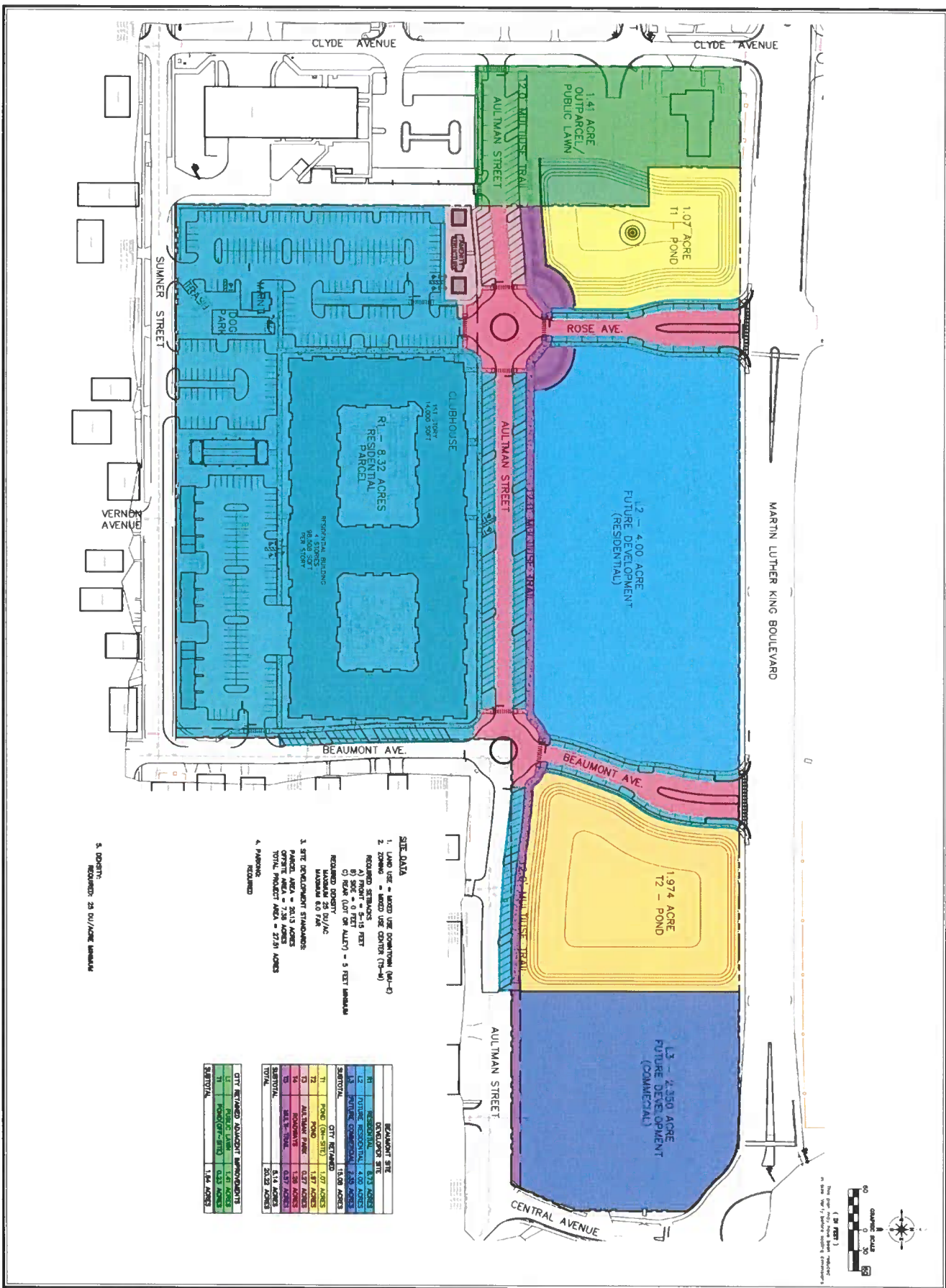
AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

COMPOSITE AMENDMENT EXHIBIT A

OVERALL SITE PLAN AND PLAT PLAN

(Following 3 Pages)





5. DENSITY: REQUIRED: 20 DU/ACRE MINIMUM

- SITE DATA**
1. LAND USE = MIXED USE DOWNTOWN (M-U)
 2. ZONING = MIXED USE CENTER (M-U)
 3. SITE DEVELOPMENT STANDARDS: REQUIRED DENSITY: 20 DU/ACRE MINIMUM
 4. PARKING: REQUIRED

BEAUMONT SITE	
1.1	RESIDENTIAL 8.75 ACRES
1.2	FUTURE RESIDENTIAL 2.50 ACRES
1.3	RESIDENTIAL 2.50 ACRES
1.4	RESIDENTIAL 2.50 ACRES
1.5	RESIDENTIAL 2.50 ACRES
1.6	RESIDENTIAL 2.50 ACRES
1.7	RESIDENTIAL 2.50 ACRES
1.8	RESIDENTIAL 2.50 ACRES
1.9	RESIDENTIAL 2.50 ACRES
1.10	RESIDENTIAL 2.50 ACRES
1.11	RESIDENTIAL 2.50 ACRES
1.12	RESIDENTIAL 2.50 ACRES
1.13	RESIDENTIAL 2.50 ACRES
1.14	RESIDENTIAL 2.50 ACRES
1.15	RESIDENTIAL 2.50 ACRES
1.16	RESIDENTIAL 2.50 ACRES
1.17	RESIDENTIAL 2.50 ACRES
1.18	RESIDENTIAL 2.50 ACRES
1.19	RESIDENTIAL 2.50 ACRES
1.20	RESIDENTIAL 2.50 ACRES
1.21	RESIDENTIAL 2.50 ACRES
1.22	RESIDENTIAL 2.50 ACRES
1.23	RESIDENTIAL 2.50 ACRES
1.24	RESIDENTIAL 2.50 ACRES
1.25	RESIDENTIAL 2.50 ACRES
1.26	RESIDENTIAL 2.50 ACRES
1.27	RESIDENTIAL 2.50 ACRES
1.28	RESIDENTIAL 2.50 ACRES
1.29	RESIDENTIAL 2.50 ACRES
1.30	RESIDENTIAL 2.50 ACRES
1.31	RESIDENTIAL 2.50 ACRES
1.32	RESIDENTIAL 2.50 ACRES
1.33	RESIDENTIAL 2.50 ACRES
1.34	RESIDENTIAL 2.50 ACRES
1.35	RESIDENTIAL 2.50 ACRES
1.36	RESIDENTIAL 2.50 ACRES
1.37	RESIDENTIAL 2.50 ACRES
1.38	RESIDENTIAL 2.50 ACRES
1.39	RESIDENTIAL 2.50 ACRES
1.40	RESIDENTIAL 2.50 ACRES
1.41	RESIDENTIAL 2.50 ACRES
1.42	RESIDENTIAL 2.50 ACRES
1.43	RESIDENTIAL 2.50 ACRES
1.44	RESIDENTIAL 2.50 ACRES
1.45	RESIDENTIAL 2.50 ACRES
1.46	RESIDENTIAL 2.50 ACRES
1.47	RESIDENTIAL 2.50 ACRES
1.48	RESIDENTIAL 2.50 ACRES
1.49	RESIDENTIAL 2.50 ACRES
1.50	RESIDENTIAL 2.50 ACRES
1.51	RESIDENTIAL 2.50 ACRES
1.52	RESIDENTIAL 2.50 ACRES
1.53	RESIDENTIAL 2.50 ACRES
1.54	RESIDENTIAL 2.50 ACRES
1.55	RESIDENTIAL 2.50 ACRES
1.56	RESIDENTIAL 2.50 ACRES
1.57	RESIDENTIAL 2.50 ACRES
1.58	RESIDENTIAL 2.50 ACRES
1.59	RESIDENTIAL 2.50 ACRES
1.60	RESIDENTIAL 2.50 ACRES
1.61	RESIDENTIAL 2.50 ACRES
1.62	RESIDENTIAL 2.50 ACRES
1.63	RESIDENTIAL 2.50 ACRES
1.64	RESIDENTIAL 2.50 ACRES
1.65	RESIDENTIAL 2.50 ACRES
1.66	RESIDENTIAL 2.50 ACRES
1.67	RESIDENTIAL 2.50 ACRES
1.68	RESIDENTIAL 2.50 ACRES
1.69	RESIDENTIAL 2.50 ACRES
1.70	RESIDENTIAL 2.50 ACRES
1.71	RESIDENTIAL 2.50 ACRES
1.72	RESIDENTIAL 2.50 ACRES
1.73	RESIDENTIAL 2.50 ACRES
1.74	RESIDENTIAL 2.50 ACRES
1.75	RESIDENTIAL 2.50 ACRES
1.76	RESIDENTIAL 2.50 ACRES
1.77	RESIDENTIAL 2.50 ACRES
1.78	RESIDENTIAL 2.50 ACRES
1.79	RESIDENTIAL 2.50 ACRES
1.80	RESIDENTIAL 2.50 ACRES
1.81	RESIDENTIAL 2.50 ACRES
1.82	RESIDENTIAL 2.50 ACRES
1.83	RESIDENTIAL 2.50 ACRES
1.84	RESIDENTIAL 2.50 ACRES
1.85	RESIDENTIAL 2.50 ACRES
1.86	RESIDENTIAL 2.50 ACRES
1.87	RESIDENTIAL 2.50 ACRES
1.88	RESIDENTIAL 2.50 ACRES
1.89	RESIDENTIAL 2.50 ACRES
1.90	RESIDENTIAL 2.50 ACRES
1.91	RESIDENTIAL 2.50 ACRES
1.92	RESIDENTIAL 2.50 ACRES
1.93	RESIDENTIAL 2.50 ACRES
1.94	RESIDENTIAL 2.50 ACRES
1.95	RESIDENTIAL 2.50 ACRES
1.96	RESIDENTIAL 2.50 ACRES
1.97	RESIDENTIAL 2.50 ACRES
1.98	RESIDENTIAL 2.50 ACRES
1.99	RESIDENTIAL 2.50 ACRES
2.00	RESIDENTIAL 2.50 ACRES
2.01	RESIDENTIAL 2.50 ACRES
2.02	RESIDENTIAL 2.50 ACRES
2.03	RESIDENTIAL 2.50 ACRES
2.04	RESIDENTIAL 2.50 ACRES
2.05	RESIDENTIAL 2.50 ACRES
2.06	RESIDENTIAL 2.50 ACRES
2.07	RESIDENTIAL 2.50 ACRES
2.08	RESIDENTIAL 2.50 ACRES
2.09	RESIDENTIAL 2.50 ACRES
2.10	RESIDENTIAL 2.50 ACRES
2.11	RESIDENTIAL 2.50 ACRES
2.12	RESIDENTIAL 2.50 ACRES
2.13	RESIDENTIAL 2.50 ACRES
2.14	RESIDENTIAL 2.50 ACRES
2.15	RESIDENTIAL 2.50 ACRES
2.16	RESIDENTIAL 2.50 ACRES
2.17	RESIDENTIAL 2.50 ACRES
2.18	RESIDENTIAL 2.50 ACRES
2.19	RESIDENTIAL 2.50 ACRES
2.20	RESIDENTIAL 2.50 ACRES
2.21	RESIDENTIAL 2.50 ACRES
2.22	RESIDENTIAL 2.50 ACRES
2.23	RESIDENTIAL 2.50 ACRES
2.24	RESIDENTIAL 2.50 ACRES
2.25	RESIDENTIAL 2.50 ACRES
2.26	RESIDENTIAL 2.50 ACRES
2.27	RESIDENTIAL 2.50 ACRES
2.28	RESIDENTIAL 2.50 ACRES
2.29	RESIDENTIAL 2.50 ACRES
2.30	RESIDENTIAL 2.50 ACRES
2.31	RESIDENTIAL 2.50 ACRES
2.32	RESIDENTIAL 2.50 ACRES
2.33	RESIDENTIAL 2.50 ACRES
2.34	RESIDENTIAL 2.50 ACRES
2.35	RESIDENTIAL 2.50 ACRES
2.36	RESIDENTIAL 2.50 ACRES
2.37	RESIDENTIAL 2.50 ACRES
2.38	RESIDENTIAL 2.50 ACRES
2.39	RESIDENTIAL 2.50 ACRES
2.40	RESIDENTIAL 2.50 ACRES
2.41	RESIDENTIAL 2.50 ACRES
2.42	RESIDENTIAL 2.50 ACRES
2.43	RESIDENTIAL 2.50 ACRES
2.44	RESIDENTIAL 2.50 ACRES
2.45	RESIDENTIAL 2.50 ACRES
2.46	RESIDENTIAL 2.50 ACRES
2.47	RESIDENTIAL 2.50 ACRES
2.48	RESIDENTIAL 2.50 ACRES
2.49	RESIDENTIAL 2.50 ACRES
2.50	RESIDENTIAL 2.50 ACRES

OVERALL SITE PLAN

Scale: As Noted
 Date: 02/04/2022
 Project No: 7837001

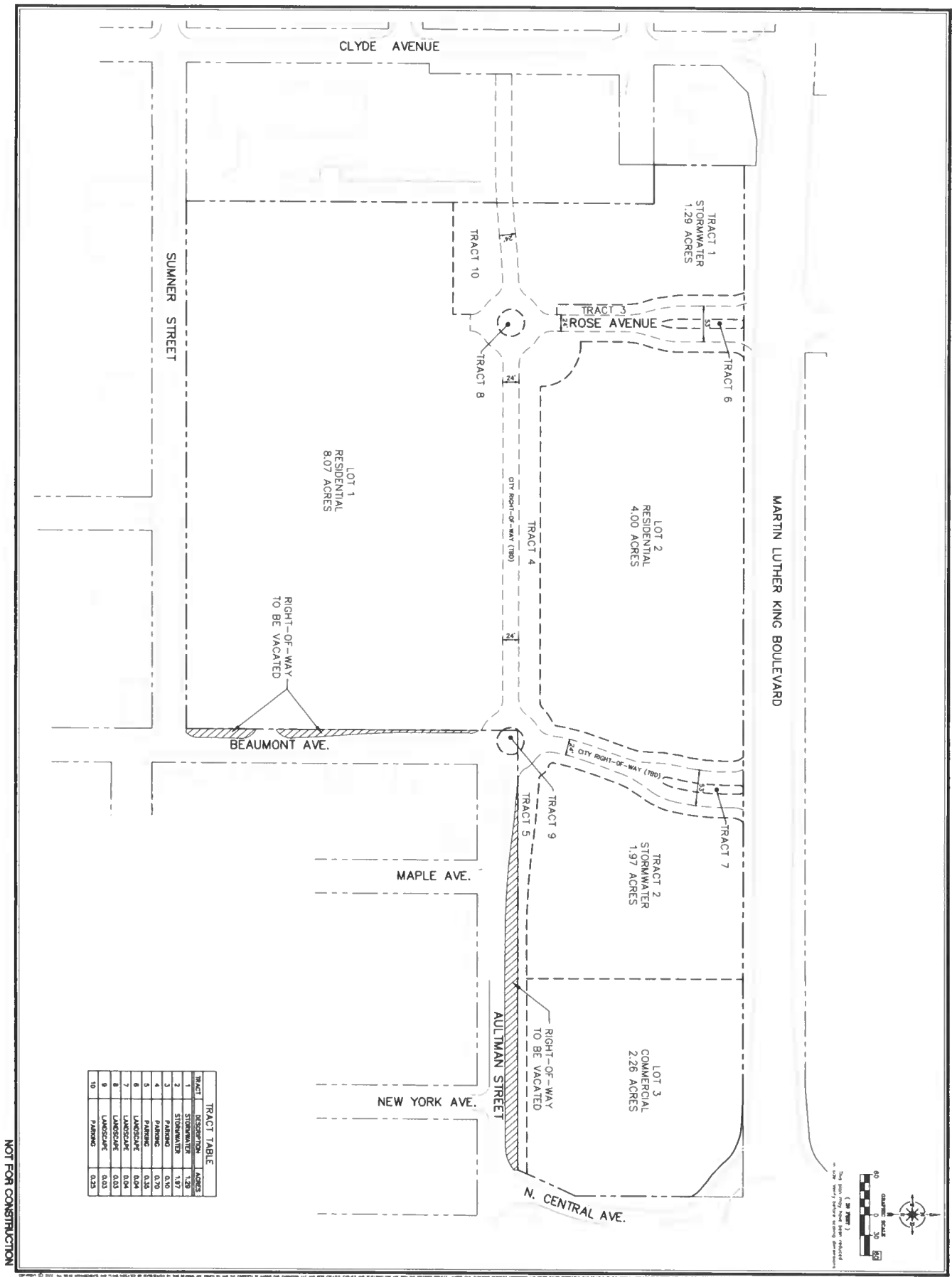
Design: CD
 Drawn: CD
 Checked: AA

Revisions:

No.	Date	Description
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		
71		
72		
73		
74		
75		
76		
77		
78		
79		
80		
81		
82		
83		
84		
85		
86		
87		
88		
89		
90		
91		
92		
93		
94		
95		
96		
97		
98		
99		
100		

BEAUMONT
 REDEVELOPMENT
 CITY OF KISSIMMEE, FLORIDA

HARRIS
 Harris Civil Engineers, LLC
 1200 E. 4th Street
 Kissimmee, FL 34741
 Phone: (407) 123-1177
 Fax: (407) 123-1188
 www.harrisengineers.com
 ID: 3814



NOT FOR CONSTRUCTION

Revisions:

No.	Date	Description

**BEAUMONT
REDEVELOPMENT PH1**

CITY OF KISSIMMEE, FLORIDA

HARRIS
Survey Engineering, LLC
1200 E. Alafia Street
Suite 200
Kissimmee, Florida 34763
Phone: (407) 424-1177
Fax: (407) 424-1888
www.harris-engineering.com
(B 1614)

PLAT PLAN

Scale: As Noted
Date: 04/08/2012
Project No: 7357001

Design: CD
Drawn: CD
Checked: AA

C015

DRG#22-SK-XXXX

EXHIBIT "B"

AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

EXHIBIT B ABANDONED AREAS

(Following 7 Pages)

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEETS 2 & 3 OF 3 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Aultman Street, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

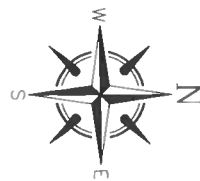
Begin at the Southeasterly corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the West Right of Way line of Central Avenue; thence N89°57'18"W, along the South line of said Lot 1, said line also being the North Right of Way line of Aultman Street, a distance of 579.54 feet; thence departing said North Right of Way line, run S84°48'22"E, a distance of 29.17 feet; thence S84°53'56"E, a distance of 31.01 feet; thence S82°33'44"E, a distance of 44.39 feet; thence S83°19'49"E, a distance of 20.72 feet; thence S84°14'22"E, a distance of 10.64 feet; thence S85°09'55"E, a distance of 21.28 feet; thence S86°23'58"E, a distance of 21.28 feet; thence S87°56'32"E, a distance of 31.92 feet; thence S89°16'46"E, a distance of 89.66 feet; thence N89°49'35"E, a distance of 247.35 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 51.22 feet and a Central Angle of 39°52'08"; thence run Easterly along the Arc of said curve, a distance of 35.64 feet (Chord Bearing = N69°53'31"E, Chord = 34.93 feet); thence N02°11'36"E, a distance of 6.82 feet to the Point of Beginning.

Containing 9,187 square feet or 0.211 acres, more or less.

REQUESTED BY: SKYVIEW KISSIMMEE DEVELOPER, LLC

SHEET 1 OF 3

DATE OF SURVEY	7/14/2022	REVISIONS	JOHNSTON'S SURVEYING INC. 900 Cross Prairie Parkway, Kissimmee, Florida 34744 Tel. (407) 847-2173 Fax (407) 847-5140  7/15/2022 RICHARD D. BROWN, P.S.M. #5700 (DATE) NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.
SCALE	1" = 60'		
F.B.	PAGE		
SECTION	21		
TWP	25 S., RNG. 29 E.		
JOB NO.	20-274A		



SCALE: 1" = 60'

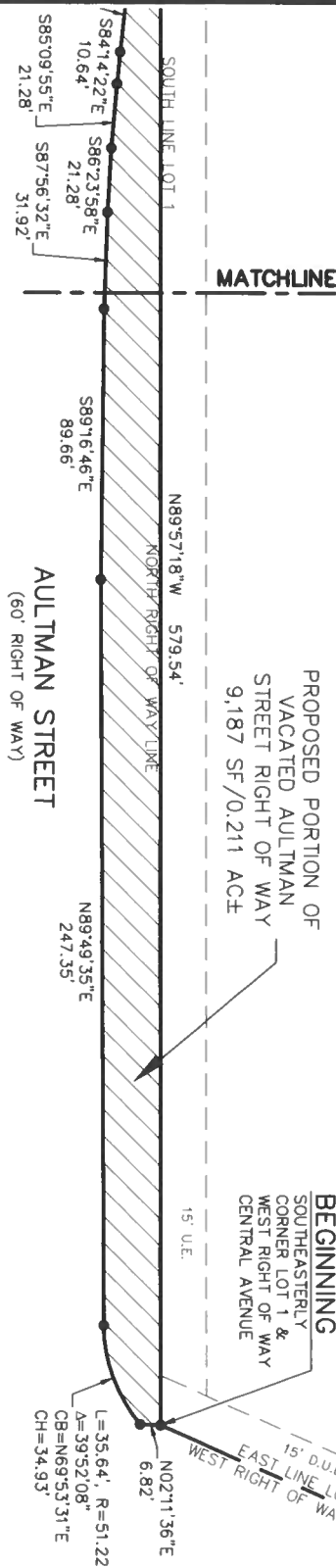
SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

LOT 1
OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED AULTMAN
STREET RIGHT OF WAY
9,187 SF/0.211 AC±

POINT OF
BEGINNING
SOUTHEASTERLY
CORNER LOT 1 &
WEST RIGHT OF WAY
CENTRAL AVENUE

CENTRAL AVENUE
R/W WIDTH VARIES



AULTMAN STREET
(60' RIGHT OF WAY)

MAPLE AVENUE
(50.6' R/W)

NEW YORK AVENUE
(50.6' R/W)

BLOCK D

BLOCK C

OSBORN & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

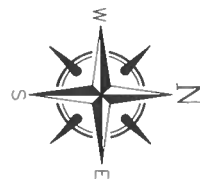
OSBORN & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

LEGEND AND ABBREVIATIONS
TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB. = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
TEL. = TELEPHONE
F.B. = FIELD BOOK
PL. = PLAT BOOK
± = PLUS OR MINUS
& = AND

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 3



SCALE: 1" = 60'

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED AULTMAN
STREET RIGHT OF WAY
9.187 SF/0.211 AC±

AULTMAN STREET
(60' RIGHT OF WAY)

N89°57'18"W 579.54'

NORTH RIGHT OF WAY LINE

N89°49'35"E
247.35'

S89°16'46"E
89.66'

S87°56'32"E
31.92'

S86°23'58"E
21.28'

S85°09'55"E
21.28'

S83°19'49"E
20.72'

S82°33'44"E
44.39'

S84°53'56"E
31.01'

S84°48'22"E
29.17'

15' U.E.

MATCHLINE

10' U.E.

15' U.E.

BEAUMONT AVE.
(50.6' R/W)

BLOCK E

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

MAPLE AVENUE
(50.6' R/W)

BLOCK D

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

NEW YORK AVENUE
(50.6' R/W)

LEGEND AND ABBREVIATIONS
TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB. = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
+ = PLUS
- = MINUS
Δ = AND

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 3 OF 3

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Beaumont Avenue, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the North Right of Way line of Sumner Street; thence departing said North Right of Way line, run N00°06'36"E, along the West Right of Way line of Beaumont Avenue, a distance of 133.24 feet to the Point of Beginning; thence continue N00°06'36"E, along said West Right of Way line, a distance of 299.84 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 31°51'34"; thence departing said West Right of Way line, run Southerly along the arc of said curve, a distance of 13.90 feet (Chord Bearing = S15°49'09"E, Chord = 13.72 feet); thence S00°02'07"E, a distance of 108.24 feet; thence S01°56'08"E, a distance of 25.04 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 1,041.50 feet and a Central Angle of 03°18'01"; thence run Southerly along the Arc of said curve, a distance of 59.99 feet (Chord Bearing = S03°35'09"E, Chord = 59.99 feet) to a Point of Reverse Curve, Concave to the West having a Radius of 945.23 feet and a Central Angle of 04°15'39"; thence Southerly along the arc, a distance of 70.29 feet, (Chord Bearing = S03°06'20"E, Chord = 70.28 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°16'19"; thence run Southwesterly along the arc of said curve, a distance of 28.04 feet (Chord Bearing = S28°44'22"W, Chord = 26.60 feet) to the Point of Beginning.

Containing 1,967 square feet or 0.045 acres, more or less.

REQUESTED BY: SKYVIEW ASSUMED DEVELOPER, LLC

SHEET 1 OF 2

DATE OF SURVEY	7/14/2022	REVISIONS	JOHNSTON'S SURVEYING INC. 900 Cross Prairie Parkway, Kissimmee, Florida 34744 Tel. (407) 847-2173 Fax (407) 847-6110  7/15/2022 RICHARD D. BROWN P.S.M. #5700 (DATE) NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL
SCALE	1" = 60'		
FB	PAGE		
SECTION	21		
TWP	25 S. RNC. 29 E		
JOB NO.	20-274A		



SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SCALE: 1" = 60'

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED BEAUMONT
AVENUE RIGHT OF WAY
1,967 SF/0.045 AC±

20' D.W.E.

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

POINT OF
BEGINNING

POINT OF
COMMENCEMENT

SOUTHEAST CORNER LOT 1,
OSCEOLA COUNTY
GOVERNMENT BEAUMONT
COMPLEX & NORTH RIGHT
OF WAY OF SUMNER STREET

15' U.E.

SOUTH LINE LOT 1
NORTH RIGHT OF WAY LINE

SUMNER STREET
(50.6' R/W)

AULTMAN STREET
(60' RIGHT OF WAY)

L=13.90', R=25.00'
Δ=31°51'34"
CB=S15°49'09"E
CH=13.72'

15' U.E.

S00°02'07"E 108.24'

BEAUMONT AVE.
(50.6' R/W)

BLOCK E

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

25.04'
S01°56'08"E

N00°06'36"E 299.84'

L=59.99', R=1041.50'
Δ=3°18'01"
CB=S03°35'09"E
CH=59.99'

L=70.29', R=945.23'
Δ=4°15'39"
CB=S03°06'20"E
CH=70.28'

L=28.04', R=25.00'
Δ=64°16'19"
CB=S28°44'22"W
CH=26.60'

WEST RIGHT OF WAY LINE
N00°06'36"E 133.24'

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB. = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 2

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Beaumont Avenue, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Begin at the Southeast corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the North Right of Way line of Sumner Street; thence departing said North Right of Way line, run N00°06'36"E, along the West Right of Way line of Beaumont Avenue, a distance of 103.33 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 63°36'31"; thence departing said West Right of Way line, run Southeasterly along the arc of said curve, a distance of 27.75 feet (Chord Bearing = S31°05'33"E, Chord = 26.35 feet); thence S00°42'26"W, a distance of 67.08 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 28.58 feet and a Central Angle of 32°09'39"; thence run Southwesterly along the arc of said curve, a distance of 16.04 feet (Chord Bearing = S26°33'08"W, Chord = 15.83 feet); thence N85°26'30"W, a distance of 5.92 feet to the Point of Beginning.

Containing 1,257 square feet or 0.029 acres, more or less

REQUESTED BY: SKYVIEW KISSIMMEE DEVELOPER, LLC

SHEET 1 OF 2

DATE OF SURVEY	7/14/2022	REVISIONS
SCALE	1" = 60'	
P.B.	PAGE	
SECTION	21	
TWP	25 S., RANG. 29 E.	
JOB NO	20-274A	

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

R.D.B.

7/15/2022

RICHARD D. BROWNE, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL



SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SCALE: 1" = 60'

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

20' D.U.E.

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED BEAUMONT
AVENUE RIGHT OF WAY
1,257 SF/0.029 AC±

POINT OF
BEGINNING

SOUTHEAST CORNER LOT 1,
OSCEOLA COUNTY
GOVERNMENT BEAUMONT
COMPLEX & NORTH RIGHT OF
WAY LINE OF SUMNER STREET

15' U.E.

SOUTH LINE LOT 1
NORTH RIGHT OF WAY LINE

SUMNER STREET
(50.6' R/W)

L=16.04', R=28.58'
Δ=32°09'39"
CB=S26°33'08"W
CH=15.83'

15' U.E.

EAST LINE LOT 1
WEST RIGHT OF WAY LINE

BEAUMONT AVE.
(50.6' R/W)

AULTMAN STREET
(60' RIGHT OF WAY)

BLOCK E

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

L=27.75', R=25.00'
Δ=63°36'31"
CB=S31°05'33"E
CH=26.35'

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
RNG. = RANGE
NO. = NUMBER
LB. = LICENSED BUSINESS
R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
TEL. = TELEPHONE
F.B. = FIELD BOOK
P.B. = PLAT BOOK
± = PLUS OR MINUS
& = AND

JOHNSTON'S
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 2

EXHIBIT "C"

Amendment 1 - Exhibit C - DEVELOPMENT SCHEDULE AND MILESTONES

	Target Start	Target End	Milestone
Development Agreement Signed			Dec-2021
MDA Amendment 1 Signed			Sep-2022
Demolish Buildings in Phase 1 / Phase 1 API footprint	Aug-2022	Sep-2022	
Demolish Buildings in Phase 2 footprint		Jun-2024	
Demolish Buildings in Phase 3 footprint		Jan-2026	
Phase 1 - Multi-Family Apartment Building (20 months)			
Ancillary Public Improvements (API) Engineering and Permitting	Dec-2021	Aug-2022	
API Construction	Sep-2022	Sep-2023	
Building Design and Permitting	Dec-2021	Dec-2022	
Close on Land			Dec-2022
Building Construction	Dec-2022	Jan-2024	
Vertical Building Construction	Jan-2023		Per 6.03
Completion			Jan-2024
Phase 2 - Residential or Mixed Use Building (21 months)			
API Engineering and Permitting	Jan-2024	Jul-2024	
API Construction	Jul-2024	Jan-2025	
Building Design and Permitting	Jan-2024	Jul-2024	
Close on Land			Jul-2024
Building Construction	Jul-2024	Oct-2025	
Vertical Building Construction	Sep-2024		Per 6.03
Completion			Oct-2025
Phase 3 - Mixed-Use Commercial Building (23 months)			
API Engineering and Permitting	Aug-2025	Feb-2026	
API Construction	Feb-2026	Feb-2027	
Building Design and Permitting	Aug-2025	Feb-2026	
Close on Land			Dec-2025
Building Construction	Feb-2026	Jun-2027	
Vertical Building Construction	May-2026		Per 6.03
Completion			Jun-2027
End of Initial Development Term (5 years)			Sep-2027

Exhibit E - DEVELOPMENT SCHEDULE AND MILESTONES

Target Start	Target End	Milestone
		Dec-2021
Mar-2022	Apr-2022	
	Oct-2023	
	May-2025	
Dec-2021	May-2022	
Apr-2022	Apr-2023	
Dec-2021	May-2022	
		Apr-2022
May-2022	Jul-2023	
Jul-2022		Per 6.03
		Jul-2023
Jun-2023	Nov-2023	
Nov-2023	May-2024	
Jun-2023	Nov-2023	
		Nov-2023
Nov-2023	Feb-2025	
Jan-2024		Per 6.03
		Feb-2025
Dec-2024	Jun-2025	
Jun-2025	Jun-2026	
Dec-2024	Jun-2025	
		Apr-2025
Jun-2025	Oct-2026	
Sep-2025		Per 6.03
		Nov-2026
		Nov-2026

ITEM 7.J

Ministerial Approval - General Pension Board - Janin Butler

Request

Request Commission ministerial approval of Janin Butler as the selected seventh member of the General Pension Board of Trustees. Ms. Butler is a current member whose term expires on September 30, 2022.

Explanation

As is written in the City Code; the General Pension Board has a seventh member (Trustee) who shall be chosen by a majority of the previous six (6) Trustees and shall be a legal resident of the City or own a business located in the City. The seventh person shall not be a member of the plan, a retiree, or an employee or an officer of the City or Toho Water Authority. The seventh Trustee shall be ratified by the City Commission and have the same rights of each of the other six (6) Trustees who have been appointed or elected. This position will serve a two-year term unless vacated sooner.

If ratified (approved), Ms. Butler's new term will expire September 30, 2024.

Recommendation

Staff and the General Pension Board recommend approval.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 7.K

Ministerial Approval - Police Pension Board - Camille Alicea

Request

Request Commission approval of the ministerial appointment of Camille Alicea as the fifth member of the Police Pension Board of Trustees

Explanation

The City Code requires two (2) trustees shall be residents appointed by the City Commission and two (2) trustees shall be members of the pension system who shall be elected by a majority of the police officers who are in the pension system. The fifth trustee shall be chosen for a two-year term in even-numbered years by a majority of the previous four (4) trustees as provided. The fifth member's name shall be submitted to the City Commission as a ministerial duty. The fifth trustee shall have the same rights as each of the other four (4) trustees appointed or elected as herein provided and shall serve a two-year term unless he or she vacates the office sooner. The fifth member selected to continue to serve is Camille Alicea. If approved, her new term will expire September 30, 2024.

Recommendation

Staff and the Police Pension Board recommend approval.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 8.A

Prospera Fiscal Year End Update and Approval of Services Agreement Renewal for FY2022-2023

Request

Prospera's Vice President, Mrs. Katia Media, will present a summary of their efforts for FY 2021-22 to the City Commission and respectfully requests approval of a continued contract for FY 2022-23.

Explanation

The City of Kissimmee has had a formal agreement with Prospera since 2016. Prospera provides entrepreneurs with technical support towards the creation, development and evolution of their businesses.

Mrs. Katia Medina, Vice President of Prospera, will provide the City Commission with a fiscal-year update on the activities even performed by the organization, for their contracted services in FY 2022-23.

The attached funding agreement outlines the City's expectations of services for the coming fiscal year.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00110603-503434		Decrease		\$10,000

Financial Summary:

Contingent upon City Commission approval of the City's FY 2022-23 budget - funding for this program has been allocated in the Economic Development Division's "Other Contracted Services", in the amount of \$10,000.

Recommendation

Staff recommends approval of the funding agreement with Prospera, for \$10,000, to continue to provide technical support and assistance to our business community.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter: Belinda Kirkegard

City of Kissimmee

Attachment(s):

1. Prospera Services Agreement FY 22-23
2. Prospera Central Florida - 9.2022-Kissimmee update

CITY OF KISSIMMEE
SERVICES AGREEMENT WITH PROSPERA
FY 2022/2023

In consideration of the performance by Prospera, formerly known as the Hispanic Business Initiative Fund, of the below described services to be rendered to its citizens, City of Kissimmee agrees to pay a total sum of \$10,000 to Prospera. This agreement's term is from October 1, 2022 through September 30, 2023.

Business Development Assistance:

Provide clients opportunity to discuss ideas and provide personalized, confidential guidance free of charge. Areas of assistance include but are not limited to: business planning, market research, feasibility studies, advertising, financial analysis, loan assistance, loan proposals, accounting systems, recordkeeping, taxes, selling to the government, business valuation, business start-up, employee manuals, strategic plans and more.

Technical Business Assistance:

Provide clients personalized and confidential guidance in the following areas:

- Accounting: asset management, record keeping systems and procedures.
- Finance: ratio analysis, breakeven analysis, financial projections and business valuation.
- Marketing: pricing, advertising and promotion, marketing planning, market research and exporting.
- Operations: production and inventory control, project management, risk management and energy conservation.
- New Venture Planning: start-up information, feasibility analysis, business planning and general business consulting.
- Technical Assistance: preliminary patent searches, patent, copyright and trademark, and technology transfer and SBIR/STTR.

Organizational Activities

- Provide a minimum of one monthly business seminar and/or workshop on relevant business topics.
- Partner with other local business organizations when possible and appropriate.
- Provide the City 8 tickets to Prospera's 2022 Success Stories Event in Orlando, or other Prospera function should this event be canceled.
- Display the City of Kissimmee logo in all respective Prospera sponsorship locations.
- Provide City Commission with program updates during a Commission meeting.
- Provide the City's Economic Development Office an annual report of activities and accomplishments, which includes a breakdown of clients served by ZIP code from the following city limit Zip Codes (34741; 34742; 34743; 34744; 34745)
- Present Year-End summary report to the City Commission during a Commission meeting in August or September which may include the request for approval of the funding agreement for the following fiscal year.

IN WITNESS WHEREOF, the parties have entered into this amendment as of the day and year first above written.

ATTEST:

CITY OF KISSIMMEE, FLORIDA

City Clerk

City Manager

APPROVED AS TO FORM AND LEGALITY

City Attorney

PROSPERA



President

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 21st day of July, 2022, by Augusta Sanabria who is the President + CEO of Prospera and who is personally known to me or who has produced _____ as identification.


Notary Signature:

Stamp:



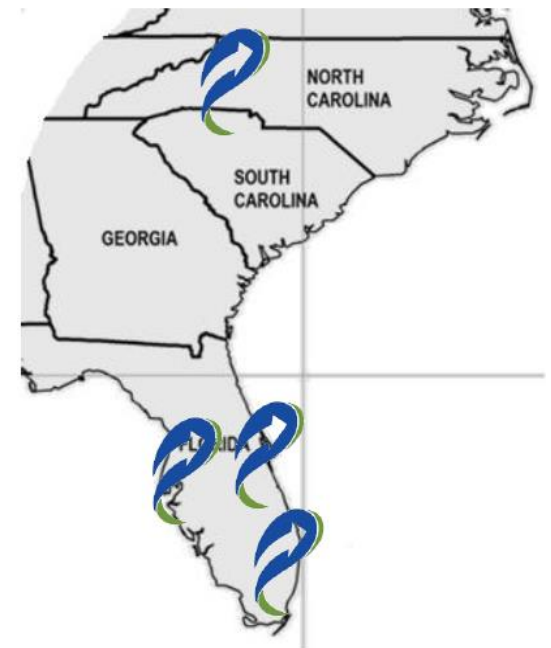
Anna Tewes
Comm. #GG934120
Expires: Nov. 24, 2023
Bonded Thru Aaron Notary



Empowering Hispanic entrepreneurs since 1991

What is Prospera?

- ▶ One of the nation's **leading nonprofit**, economic development organizations specialized in **bilingual assistance to help Hispanic-owned businesses grow and prosper**.
- ▶ A **unique and versatile business model to empower new and established Hispanic entrepreneurs** with expertise and resources, created by a Hispanic entrepreneur who understood common paradigms and barriers to success among both U.S. and foreign-born Hispanics.
- ▶ **Main offices: Florida's** Central, South and West Coast regions, and Charlotte, **North Carolina**.





Prospera's mission is to help start, sustain,
and grow **Hispanic-owned businesses** to
achieve **community prosperity**.



Central Florida Impact FY2020-2021



752
Business
seminar
participants



452
unique clients
provided **business**
consulting
(from idea to
growth stage)



752
Jobs created
or retained
among clients with
established
businesses



\$685,615
marketed
for small businesses
including
COVID-19 loans
and grants

Kissimmee Updates

- ▶ **Office at the Kissimmee/Osceola Chamber of Commerce**
- ▶ **Offering in-person and virtual consulting**
- ▶ **Participated in Commissioner Olga Castaño's initiatives and business roundtables.**
- ▶ **Recognized two City of Kissimmee small businesses during our annual Success Stories event**



2022 PROSPERA
STRONGER
THAN BEFORE
SUCCESS STORIES EVENT
CENTRAL FLORIDA



TastyLEMON

Acai Bowl & Juice Bar



HOPE

BEHAVIORAL HEALTH



Central Florida Annual Investors



JPMORGAN CHASE & Co.



BANK OF AMERICA



Citi Foundation





Thank you for supporting our mission

prosperausa.org



ProsperaUSA

ITEM 8.B

Advisory Board Appointments and Vacancies

Request

The Commission is requested to appoint/reappoint multiple vacancies on advisory boards due to a resignation and term expiration dates approaching.

Explanation

- Seat #1 will be assigned to the Board of Adjustment vacancy due to the resignation of Fernando Homs.
- Seat #2 will be assigned to the Fire Pension Board vacancy. The current member (R. LeWayne Johnson, Esq.) is seeking reappointment.
- Seat #3 will be assigned to the Police Pension Board vacancy. The current member (Lisandra Roman) is seeking reappointment.

The Commission will have 30-days to make these appointments or an extension will be necessary. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Date Assigned:	Advisory Board:	Appointment Expires:	Requirements:
Seat #1 - Castano <i>*No applications currently on file*</i>	09/13/2022	Board of Adjustment	05/31/2023	City Resident and must have a Florida License as an Engineer, Architect, Surveyor or Contractor. Members may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.
Seat #2 - Eady	09/27/2022	Fire Pension Board	09/30/2022	City Commission appointment, must be a City Resident
Seat #3 - Alvarez	09/27/2022	Police Pension Board	09/30/2022	City Commission appointment, must be a City Resident

Recommendation

Staff recommends the Commission make appointments to fill vacancies on the Board of Adjustment, Fire Pension and Police Pension Boards.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None