



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 21, 2023 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- Irish American Heritage Month

3.B Proclamation-Women's History Month

3.C Presentation of Certificates of Appreciation for Women's History Month

3.D Presentation from the Sustainable Workplace Alliance (SWA) on the Environmental Protection Agency (EPA) Brownfields Job Training Grant

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

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 Approval of City Commission Minutes from the March 7, 2023 meeting

7.B First Amendment for Umpire Services for the Parks Recreational Softball Program

7.C Osceola HOME Consortium Home American Rescue Plan (HOME-ARP)
Disbursement Agreement Between Osceola County and the City of Kissimmee FY 2021-2022

7.D Authorization to submit application for 2023-24 VOCA Grant

7.E Approval to accept a 2022 Florida Recreational Development Assistance Program Grant for the Oak Street Community Park Restoration

7.F Resolution authorizing the City to submit and accept a 2023 Florida Boating Improvement Program Grant through the Florida Fish and Wildlife Conservation Commission

7.G Acceptance of Brinson Park Warranty Deed and Trail Easement

7.H Approval of Community Risk Assessment Standard of Cover

8. DISCUSSION ITEMS

8.A Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

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 City Commission 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- Irish American Heritage Month

Request

The request is for the Commission to present a Proclamation to Greg Sean Canning, State Secretary and past State President of Florida AOH (Ancient Order of Hibernians).

Explanation

Recommendation

REQUESTED CITY COMMISSION ACTION:

No Action

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

1. Irish American Hertiage Month

Proclamation



IRISH AMERICAN HERITAGE MONTH

WHEREAS, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

WHEREAS, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

WHEREAS, Irish Americans helped to fashion a system of government for our young Nation; and

WHEREAS, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

WHEREAS, in 1972 Irish born James Hoban provided the architectural plans for the White House and served as one of the supervising architects for the construction of the Capitol; and

WHEREAS, Irish born Commodore John Barry was recognized by the United States Congress in September of 2002 as the "First Flag Officer of the United States Navy"; and

WHEREAS, Commodore John Barry fought the last sea battle of the American Revolution off the coast of Florida; and

WHEREAS, Andrew Jackson, whose family came from County Antrim, served as Florida's military governor following its acquisition by the United States; and

WHEREAS, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business, and religious establishments; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of March as "**Irish American Heritage Month**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 21st day of March, 2023.

CITY MANAGER

MAYOR-COMMISSIONER



ITEM 3.B

Proclamation-Women's History Month

Request

The request is for the Commission to present a Proclamation to Ivette Rodriguez, Founder and Director of Operations for Beyond Pregnancy Care.

Explanation

Beyond Pregnancy Care is a non-profit that has been providing services to the community since 2017. Beyond is a crisis pregnancy center that focuses on empowering families that face unexpected family crisis and unplanned pregnancies. They help both the mothers and fathers in our community. All of their services are free and they offer: free pregnancy tests, a maternity and baby clothes boutique, ultrasounds, parenting classes, abortion recovery, etc. It's all work that is very near and dear to the heart of the founder, Ivette Rodriguez, a teen mom herself.

Recommendation

REQUESTED CITY COMMISSION ACTION:

No Action

Department: City Manager

Presenter:

Attachment(s):

1. Women's History Month

Proclamation



WOMEN'S HISTORY MONTH

WHEREAS, Women's History Month honors and celebrates the struggles and achievements of American women throughout the history of the United States; and

WHEREAS, American women have played to continue to play a critical economic, cultural and social role in our County and City; and

WHEREAS, Women have played an important role throughout the history of our Nation by providing the majority of volunteer labor force; and

WHEREAS, Women of all walks of life from business women, to volunteers, to stay at home moms, to government officials, have improved our Country and our Nation; and

WHEREAS, Women's History Month is an opportunity for us to recognize the contributions women have made to our Nation and the City of Kissimmee for countless years; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of March 2023 as "**Women's History Month**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 10th day of March, 2023.


DEPUTY CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Presentation of Certificates of Appreciation for Women's History Month

Request

The request is for the Commission to present certificates to five (5) special women, recognizing their achievements within the City of Kissimmee as part of this year's Women's History Month celebration.

Explanation

The City of Kissimmee wants to highlight five special women for Women's History Month. The Mayor and each City Commissioner are honoring these women by presenting them with certificates, as they have shown to be leaders and change makers in the community.

- Mayor Olga Gonzalez recognizes Sylvette Santos
- City Commissioner Olga Lucia Castaño recognizes Mayra La Paz
- City Commissioner Angela Eady recognizes Reenie McHarg
- City Commissioner Carlos Alvarez III recognizes Andrea Ruiz
- City Commissioner Janette Martinez recognizes Lisandra Roman

We applaud these women for showing a strong commitment to supporting and elevating the City of Kissimmee.

Department: City Manager

Presenter: City Commissioners

Attachment(s):

1. Women's History Month Certificates City Commission



CERTIFICATE OF RECOGNITION

PRESENTED TO

Sylvette Santos

For your contribution, support, and commitment to elevating the City of Kissimmee, we applaud you during Women's History Month.

Presented on March 21, 2023.

Olga González
Mayor

Olga L. Castaño
Vice Mayor

Angela Eady
Mayor Pro Tem

Carlos Álvarez III
Commissioner

Janette Martinez
Commissioner



CERTIFICATE OF RECOGNITION

PRESENTED TO

Mayra La Paz

For your contribution, support, and commitment to elevating the City of Kissimmee, we applaud you during Women's History Month.

Presented on March 21, 2023.

Olga González
Mayor

Olga L. Castaño
Vice Mayor

Angela Eady
Mayor Pro Tem

Carlos Álvarez III
Commissioner

Janette Martinez
Commissioner



CERTIFICATE OF RECOGNITION

PRESENTED TO

Reenie McHarg

For your contribution, support, and commitment to elevating the City of Kissimmee, we applaud you during Women's History Month.

Presented on March 21, 2023.

Olga González
Mayor

Olga L. Castaño
Vice Mayor

Angela Eady
Mayor Pro Tem

Carlos Álvarez III
Commissioner

Janette Martinez
Commissioner



CERTIFICATE OF RECOGNITION

PRESENTED TO

Lisandra Roman

For your contribution, support, and commitment to elevating the City of Kissimmee, we applaud you during Women's History Month.

Presented on March 21, 2023.

Olga González
Mayor

Olga L. Castaño
Vice Mayor

Angela Eady
Mayor Pro Tem

Carlos Álvarez III
Commissioner

Janette Martinez
Commissioner



CERTIFICATE OF RECOGNITION

PRESENTED TO

Andrea Ruiz

For your contribution, support, and commitment to elevating the City of Kissimmee, we applaud you during Women's History Month.

Presented on March 21, 2023.

Olga González
Mayor

Olga L. Castaño
Vice Mayor

Angela Eady
Mayor Pro Tem

Carlos Álvarez III
Commissioner

Janette Martinez
Commissioner

ITEM 3.D

Presentation from the Sustainable Workplace Alliance (SWA) on the Environmental Protection Agency (EPA) Brownfields Job Training Grant

Request

Presentation from the Sustainable Workplace Alliance (SWA) on the Environmental Protection Agency (EPA) Brownfields Job Training Grant

Explanation

The Sustainable Workplace Alliance (SWA) is a not-for-profit 501(c)(3) organization that focuses on the environmental, health, and safety training needs of US industries and its workers. SWA has actively supported underserved communities through training and outreach across the United States. SWA provides expert guidance to employers and employees in such areas as Occupational Safety & Health Administration (OSHA) regulations, hazardous waste operations, Department of Transportation (DOT) HazMat transportation, risk management, and emergency response.

SWA was one of two Florida organizations selected by the Environmental Protection Agency (EPA) to receive a \$500,000 Brownfields Job Training (BJT) grant funded by the Bipartisan Infrastructure Law, boosting workforce training in underserved, overburdened communities.

Based on the EPA Brownfields Coalition Assessment award to Eastern Central Florida Regional Planning Council, of which the City of Kissimmee is a partner city, SWA decided to bring the brownfields job training grant program to the City. The City was instrumental in assisting SWA with a plan to best serve the Kissimmee area.

SWA plans to train 120 students and place at least 76 in environmental jobs. The training program includes up to 157 hours of instruction in 40-Hour HAZWOPER, Introduction to EPA and Environmental Justice, OSHA 10 Hour (Construction), Powered Industrial Truck (Forklift), Water Sampling, First Aid, CPR, and Bloodborne Pathogens, HAZMAT Labeling and Shipping, EPA Renovation, Repair, and Painting, Commercial Driver's License Permit, and Asbestos Abatement Worker.

SWA anticipates commencing the program in the Fall of 2023.

Department: Development Services
Presenter: Samia Singleton

Attachment(s):

1. SWA Brownfields Job Training Presentation

Environmental Justice: Creating Environmental Health and Safety Jobs

Kissimmee Florida



WHO WE ARE...



The Sustainable Workplace Alliance (SWA) is a non-profit training organizations focusing on environmental, health and safety concerns with a focus on under-served communities.



THE CURRICULUM

- HAZWOPER 40-hour Site Worker
- Powered Industrial Truck (forklift)
- Certified Lead, Asbestos and Mold Remediation
- OSHA Certification - 10 Hour Construction
- HAZMAT Labeling
- OSHA Disaster Site Worker
- First Aid / CPR / Bloodborne Pathogens
- How to Succeed at a Job Interview
- Water and Soil Sampling
- Life Skills and Goal Setting
- Introduction to Environmental Justice
- Job Search Strategies and Resume Building



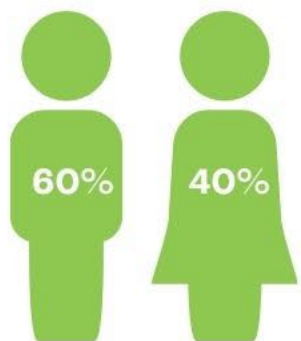


Pre-cohort average pay
\$<10,000 per year

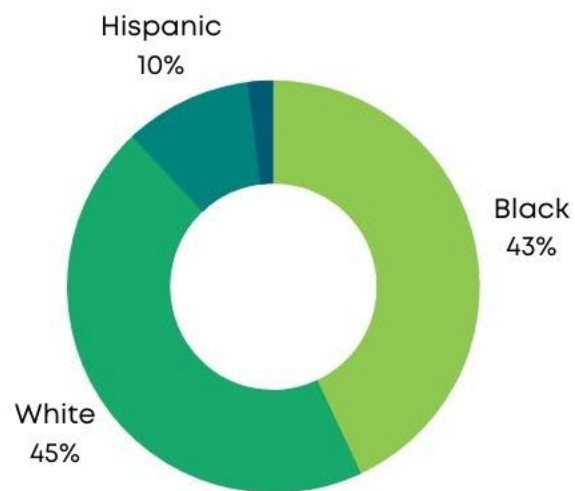
Per capita income
\$24,075 per year

Post-cohort average pay
\$33,092 per year

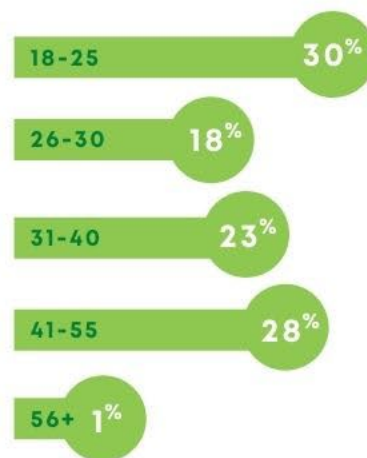
GENDER



RACE



AGE



28%
Justice Involved



8%
Veteran

Graduate Profile: Devonne A.

Devonne was the classic case of a "brimming with talent, yet underemployed". Held back by a reading disorder and a GED with no technical education, Devonne was searching for a stable career. He worked a couple of low paying part time jobs, but a good career certainly did not seem to be in his future.

One day Devonne found a flyer advertising an environmental training and job placement opportunity. This training was being advertised by the Sustainable Workplace Alliance (SWA) a non-profit organization and the best of all, there was no-cost to attend as the program is funded by the National Institute of Environmental Health Sciences (NIEHS). Devonne attended a mandatory orientation, and he immediately knew this was the opportunity he was searching for.

The month-long training class that Devonne attended was eye-opening. He learned so much about environmental justice, workplace safety, job interview skills and even how to drive a forklift. Even before graduated, Devonne was interviewing for jobs and receiving multiple offers. He eventually took an opportunity with a construction company that promised to train him for his Commercial Driver's License (CDL). Devonne is happy to report that he achieved his CDL and loves working for his employer. He finds it hard to believe much his life has changed since joining the program, including his ability to financially support himself family in a very comfortable way.

"You have no idea how life-changing this program has been for me. I plan to tell others that if I can do this, so can they"

Devonne looks back with pride and appreciation for the Sust job placement opportunity. "You have no idea how life-changing this has been for me. I plan to tell others that if I can do this, so can they"

Devonne has held to his word. He is a strong advocate for the Sustainable Workplace Alliance and the environmental training and job placement opportunity in his community. He has recruited students to enter through his neighborhood, his church and he even organized a luncheon at his local high school. "My goal is to give back to my community. I was given an incredible opportunity and I want to make the most of it. Devonne. I was given an incredible opportunity and I want to make the most of it."

The Environmental Career Worker Training Program (ECWTP) provides opportunities for individuals from disadvantaged and underserved communities to obtain careers in environmental cleanup, construction, hazardous waste removal, and emergency response. To date, more than 13,500 people have been trained nationwide under this program.

We hope you'll join our next environmental cohort and be added to our long list of successful graduates! To submit your application for consideration, simply scan the QR code with your phone.

We look forward to helping you start your new career soon!

Research/Training reported under this ECWTP program was supported by the National Institute of Environmental Health Sciences of the National Institutes of Health under Award Number U45ES032171-01. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health.



Graduate Profile: Vincent Wade

"Growing up as a young man in the streets of St. Petersburg, Florida is difficult. Its easy to find trouble" related Vincent. "I've been to jail 14 times and prison twice. I'm 32 years old and its been eight years since my last conviction. I had to leave St. Pete and my so-called friends and I moved to Titusville four years ago. I feel blessed and fortunate to close that door and open this new door for the future."

Vincent has been working hard to make positive changes and part of that is finding steady, well-paying work that has growth for the future. But without a formal education in the trades, the promise of a good job seemed like an unobtainable dream.

Vincent was working with CareerSource when staff suggested that he consider attending the environmental training cohort being delivered by the Sustainable Workplace Alliance (SWA). SWA is a non-profit training organization and under a grant program with the National Institute of Environmental Health Sciences (NIEHS) SWA is conducting training and job placement activities in Brevard County, Florida. For 25 years, the Environmental Career Worker Training Program (ECWTP) has made enormous impacts on individual lives and communities across the nation. Since 1995, the ECWTP has assisted thousands of under served workers in more than 40 communities and 20 states.

"I felt really fortunate to take the class. You meet a lot of great people who really want to see you succeed and it feels good to be a part of that. If they can help me, they can help anybody."

"I was teetering on whether or not I was going to take this course. Before this training I tried so many different opportunities to find stable employment, but I wasn't having much success. Within a week of completing this cohort, I was hired at a great company with great benefits and pay."

"I felt really fortunate to take the class. It helped my self-esteem. You meet a lot of great people who really want to see you succeed and it feels good to be a part of that. If they can help me, they can help anybody."

The advice from Vincent for future students of this environmental training cohort – "Don't give up! The course work was difficult at times, but its worth it to stick with the program." Vincent explained further, "The class goes by really fast, stick with it and don't get discouraged because these people will help you and you'll get that environmental job."

By the end of the cohort Vincent was pleasantly surprised to be offered two jobs by environmental companies that were eager to welcome him on board.



Graduate Profile: Stephanie M.

In 2019 Stephanie was a recent immigrant to the United States. Now living in Los Angeles and newly married, things seemed to be going well in her life.

However when the COVID pandemic came to the United States, Los Angeles was particularly hard hit and Stephanie lost her job. She and her husband moved to Florida but the pressures of lost income, a move across the U.S. and COVID related stress, Stephanie soon found herself in an abusive relationship.

Stephanie, now living in a homeless shelter was discouraged about her situation. "I had no home to live in, I had no job, I had no money, and I could not ask for help from anyone since I have no relatives in the United States" relates Stephanie.

While at the women's shelter, Stephanie saw a flyer promoting an environmental training and job placement program being conducted by the Sustainable Workplace Alliance (SWA). This intense 3.5 week program would provide students with 138 hours of environmental related training. Each student would receive certifications in HAZWOPER 40, OSHA 10 (construction), OSHA 15-hour disaster site worker, first aid / CPR, and lead paint, asbestos and mold remediation.

SWA is a non-profit training organization and under a grant program with the National Institute of Environmental Health Sciences (NIEHS) SWA is conducting training and job placement activities in Brevard County, Florida. For 25 years, the Environmental Career Worker Training Program (ECWTP) has made enormous impacts on individual lives and communities across the nation. Since 1995, the ECWTP has assisted thousands of underserved workers in more than 40 communities and 20 states.

"I could not miss this opportunity since I knew that this was the way to obtain a job offer since for more than a year I had been applying without having any offer yet."

Stephanie knew this training and these certifications could provide her with a new and independent future. "I could not miss this opportunity since I knew that this was the way to obtain a job offer since for more than a year I had been applying without having any offer yet."

She also knew that this program would normally cost thousands of dollars, but the training was paid in full. She even received a small stipend for expenses and lunch was provided. It was an opportunity Stephanie couldn't miss!

A couple of weeks into the cohort, David Casavant, Program Director at SWA arranged a meeting with Stephanie and the National Organization of Mold Remediation and Inspectors (NORMI). NORMI had an opening and David believed Stephanie would be a fit. The interview went very well and NORMI offered Stephanie a full-time position on their staff. "That was so happy, and I was at peace again after so many dark days that I had to live", expressed Stephanie.

nie sums up the ECWTP program best, "With the beautiful work that SWA is doing, they are not only dignified living conditions through economic stability."

Environmental Career Worker Training Program (ECWTP) has a long history of changing people's lives positive way. We hope you'll join our next environmental cohort and be added to our long list of graduates!

Research/Training reported under this ECWTP program was supported by the National Institute of Environmental Health Sciences of the National Institutes of Health under Award Number U45ES032171-01. The content is solely the responsibility of the authors and does not necessarily represent the official views of the National Institutes of Health.

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SWA
SUSTAINABLE WORKPLACE ALLIANCE

SWA
SUSTAINABLE WORKPLACE ALLIANCE



Module 1: Course Introduction and Foundations
Module 2: Adult CPR and AED

EXIT

Wifi: 3v4n5eFL
CC - Carrying Capacity
RC - Rated Capacity
RLC - Rated Load Center
I - Increased Load Center

Certificate of Completion
Yeeh Murillo
First Aid / CPR / AED Training

Certificate of Completion
Sandra Harrell
First Aid / CPR / AED Training

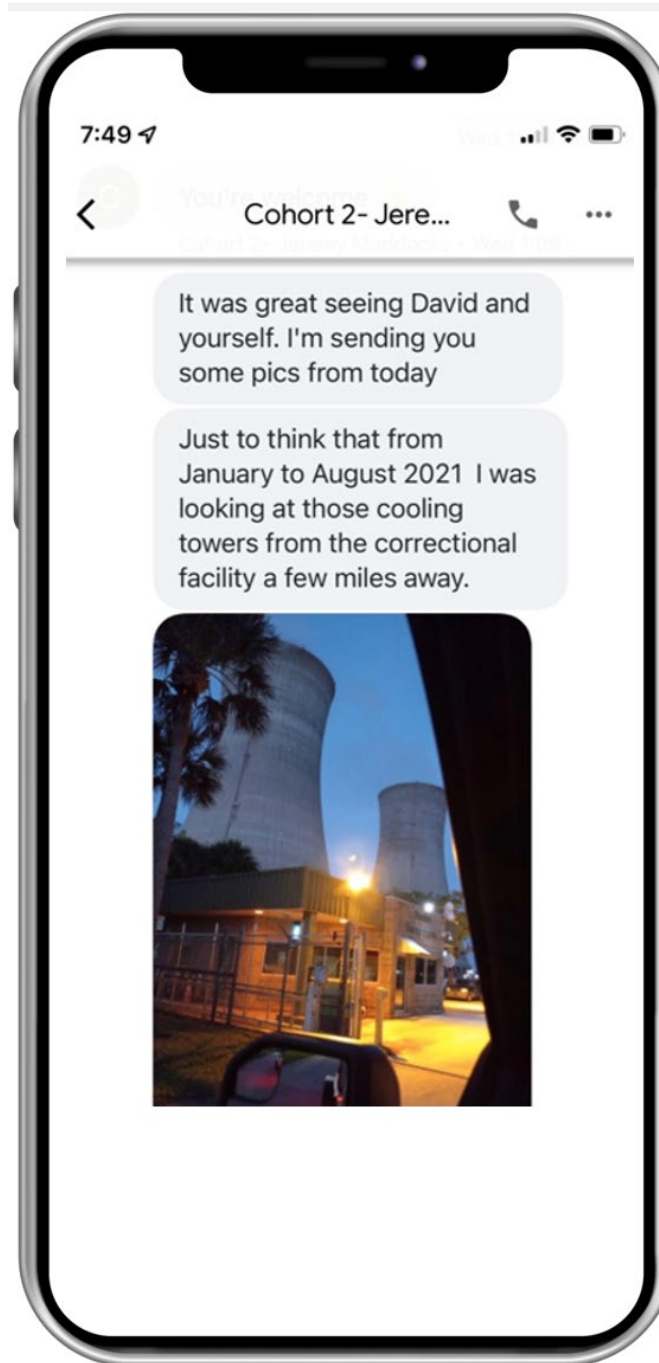
Certificate of Completion
Christopher Campbell
First Aid / CPR / AED Training

Certificate of Completion
Lafunta Howard
First Aid / CPR / AED Training

Certificate of Completion
Londra Melendy
First Aid / CPR / AED Training

Certificate of Completion
Alexandra Lazo Sheba
First Aid / CPR / AED Training

Certificate of Completion
Jeremy Maddocks
First Aid / CPR / AED Training



HOW YOU CAN HELP

1. Challenge to find qualified students
2. Identifying hiring employers (LNL)
3. Media coverage

Like to help or have access to graduates?

Contact Kimberly Kelley

kkelley@sustainablewp.org



ANY QUESTIONS?



ITEM 7.A**Approval of City Commission Minutes from the March 7, 2023 meeting****Request**

Request Commission approval of the March 7, 2023 Commission Minutes.

Explanation

Minutes of the Commission meeting held on March 7, 2023 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) Commission Minutes - March 7, 2023



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 7, 2023 AT 6:00 PM**

- 1. MEETING CALLED TO ORDER** Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell
Members Absent: None

Mayor Gonzalez called the meeting to order at 6:00 PM.

- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE** After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

- 3.A Recognition by the Florida City and County Management Association and Proclamation for the City of Kissimmee's 100th Anniversary of operating under the Council-Manager Form of Government**

Request the Commission's acceptance of a Proclamation and a Recognition Award from the Florida City and County Management Association celebrating the 100th anniversary of the City of Kissimmee operating under the council-manager form of government.

John Coffey, City Manager of Indian Harbour Beach, was present representing the International City/County Management Association (ICMA) with a presentation to the City on its 100th Anniversary of its operation under the Commission-Manager form of government. Mr. Coffey reviewed the history of the Council-Manager Form of Government and recognized City Manager Steigerwald for his over 29 years of service to the City and he stated City Manager Steigerwald is respected for his leadership throughout the City, County, State, and throughout the nation. The City of Kissimmee is recognized as a welcoming community that embraces diversity.

City Manager Steigerwald read the proclamation for the record before joining the Commission for the presentation.

- 3.B Swearing In Three New Police Officers**

Swearing in and administering oaths to three new police officers.

Deputy Police Chief Betty Holland administered the Oath of Office to Trevoye Smith, Destiny Gonzalez, Sasha Leach.

- 3.C Employee of the Month for March - Randall 'RJ' Littlefield Jr.**

That the City Commission join the City Manager in recognizing Randall 'RJ' Littlefield Jr,

Public Works & Engineering, as March's Employee of the Month.

City Manager Steigerwald introduced the March Employee of the Month, Randall "R.J." Littlefield Jr. and commented that R.J. has been with the City for a little over 2 years, working as the Construction Project Manager for Public Works. Randy has a very laid back demeanor and works well under pressure while working with staff and outside vendors to make sure all processes are followed. For all these qualities and more, Randall is being recognized as the March Employee of the Month.

City Manager Steigerwald reminded everyone that the Employee of the Month is selected by a committee of peers from all City departments and there is no greater than being recognized by your peers.

Mr. Littlefield thanked his colleagues for nominating him and expressed his appreciation to the City staff for allowing him to work on their projects and to the City Manager and his staff for their positive leadership.

4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS** None.
5. **PUBLIC HEARINGS** None.
6. **HEAR AUDIENCE**

Kenny Shocklee, 2415 Paradise Drive, Kissimmee, expressed his concerns regarding the permitting process for disaster repairs. Mr. Shocklee and his family lost most of their belongings and had considerable damage. They have reached out to FEMA and SBA (Small Business Administration) for assistance but they must have a City permit for the repairs or the funds will not be disbursed. Mr. Shocklee stated his contractor has provided all the documentation and they received a request for payment of \$2300 for the permit(s). The Contractor paid but was told the permit would not be ready or released for fourteen (14) days. Mr. Shocklee stated he wants his permit so he and his family can move forward. He read a statement concerning who has responsibility for the damage and commented that a final decision would be made in court on whether the governmental agency who is responsible for his well-being is responsible due to a lack of planning.

Yabsira Adera, representing the Small Business Association ("SBA"), discussed services that are available for hurricane related damage in affected areas of the City/County. A flyer (Exhibit "A") was distributed to the Commission with information on home and small business disaster loans. Mr. Adera questioned the amount of damage to properties inside the City Limits. Assistant City Manager Blake explained that we have the reports and would provide him with the appropriate contact with Emergency Management. Online information is available at the website [DisasterLoanAssistance.sba.gov](https://www.disasterloanassistance.sba.gov), or in-person at a Disaster Recovery Center or by mail by calling 800-659-2955.

The Commissioners questioned and received responses from the Small Business Administration representative.

Rob Holloway, 307 E Magnolia Street, requested Commission consideration in lowering the speed limit or adding stop signs on Magnolia. He would like a single white line on the roadway and a lowered speed limit to 20 mph. He has suffered tragedy in recent years and

he doesn't want to see any children hurt, injured or killed by speeders. City Manager Steigerwald will direct staff to review the issue and contact Mr. Holloway.

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.

Commissioner Eady made a motion to approve the Consent Agenda in its entirety. Commissioner Castano seconded the motion.

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the February 21, 2023 meeting
Request Commission approval of the February 21, 2023 Commission Minutes.
- 7.B Marin Plat - Final Plat (DRC# SR-22-0019)
Approval of the final plat known as Marin Plat.
- 7.C Award contract for basketball court resurfacing to The Nidy Sports Construction Co.
Approval to award a contract for basketball court resurfacing for multiple basketball courts throughout the City to The Nidy Construction Co.
- 7.D Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.E Business Leases for 1021 West Oak Street, Suite A, Suite B, and Suite E
Approval of the three (3) business leases for 1021 West Oak Street, Suite A (Uptown Tax Services, LLC.), Suite B (Sakura Pets Inc.), and Suite E (Gentlemen's Quarters of Kissimmee, Inc.).
- 7.F Cypress Ridge, Phase 2 (DRC# 16-00067) – Major Subdivision, Final Acceptance
Requesting City Commission acceptance of the required subdivision improvements for the subdivision known as Cypress Ridge, Phase 2.
- 7.G HiTIDE Manufacturing Group - Final Plat (DRC# SR-22-0016)
Approval of the final plat known as HiTIDE Manufacturing Group.

8. DISCUSSION ITEMS

- 8.A Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board
The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

City Manager Steigerwald informed the Commission that the recent appointment to the Planning Advisory Board does not appear to qualify for the position but she submitted additional paperwork tonight and this will need to be reviewed by staff. No action is necessary on that appointment. The remaining appointments do not expire until March 21, 2023.

No action was taken.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission of the St. Baldricks Fundraiser being held by the Kissimmee Police and Fire Departments. It will be on Dakin Avenue at 4:00 pm on March 11, 2023.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano wished everyone a good evening.

Commissioner Alvarez welcomed Stephanie Bechara to the City.

Commissioner Martinez welcomed Ms. Bechara to the City as well. Commissioner Martinez requested Commission consideration for staff to budget for the Commission to participate in Leadership Osceola for FY2023/2024.

Commissioner Alvarez made a motion to approve funding in the FY2023/2024 Budget for Commissioners to participate in Leadership Osceola. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 5 - 0.

Commissioner Martinez reminded the Board of upcoming events, Business Under the Stars at Ruby Plaza, Kowtown Festival on March 18, 2023.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:35 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Hand-out-Small Business Association
Hear the Audience
Item 6

ITEM 7.B

First Amendment for Umpire Services for the Parks Recreational Softball Program

Request

Approval of the First Amendment for Umpire Services for City of Kissimmee Recreational Softball Program held at Fortune Road Athletic Complex and Denn John Fields to Osceola Umpires LLC.

Explanation

On March 25, 2022, the City of Kissimmee approved a contract with Osceola Umpire with an option to renew for two additional 12 months terms. This First Amendment will be for the first twelve (12) month renewal to extend the contract through March 31, 2024.

This proposal called for a fixed price of \$38.50 per umpire, with a two umpires per field per game requirement. Contractor also will be responsible for the scheduling, designation, and payment of umpire supplies as well as being called upon for incidents or ejections that occur within their jurisdiction. Contractor will also be responsible for keeping the game scores and time.

Staff recommends approval of the First Amendment to Osceola Umpires due to past positive experience with the City of Kissimmee and their experience with other Florida clients within the state.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150403-503434		Decrease	\$40,040.00	

Financial Summary:

The funds are available in 00150403-503434. The bid was for \$38.50 per umpire and each game requires two umpires. Staff estimates 520 games at two umpires per game, (\$77.00), totaling \$40,040.00

Recommendation

Staff recommends approval of the First Amendment for Umpire Services for the City of Kissimmee Parks: Recreational Softball Program held at Fortune Road Athletic Complex and Denn John Fields to Osceola Umpires in the amount of \$38.50 per umpire, and authorize the City Manager to sign the amendment and any subsequent renewals between the City of Kissimmee and Osceola Umpires.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Parks & Recreation

Presenter: Steve Lackey

Attachment(s):

1. (S) First Amendment to Agreement for Umpire Services Between the City of Kissimmee and Osceola Umpires, LLC
2. abstract form.RFP2022-003 Umpire Services
3. agenreq.RFP2022-003 Umpire Services
4. Osceola Umpires LLC submittal
5. Osceola Umpires, LLC

**FIRST AMENDMENT TO AGREEMENT
FOR UMPIRE SERVICES BETWEEN
THE CITY OF KISSIMMEE AND OSCEOLA UMPIRES, LLC
TO EXERCISE OPTION TO RENEW FOR ONE YEAR TERM**

THIS FIRST AMENDMENT is made this 3rd day of March, 2023 by and between the City of Kissimmee, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the "City") and Osceola Umpires, LLC, 4413 Cypress Mill Road, Kissimmee, Florida 34746 (hereinafter referred to as "Contractor"), together referred to as the "Parties," and each represents as follows:

WITNESSETH

WHEREAS, on March 2, 2022, City and Contractor entered into an agreement for umpire services (hereinafter referred to as "Agreement"); and

WHEREAS, Section 1 of the Agreement allows the Parties upon mutual consent to renew the Agreement for one year, two times, for an additional twenty-four (24) months.

WHEREAS, the Parties wish to exercise the option to renew the Agreement for a first one year term.

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. Section 1 is hereby amended to read as follows:
1. **TERM:** The initial term of this Agreement is for twelve (12) months from April 1, 2022 through March 31, 2023. The Parties have agreed to extend this Agreement for an additional twelve (12) months from April 1, 2023 through March 31, 2024. This Agreement may be extended for an additional twelve (12) months, up to one (1) additional time for a total of thirty-six (36) months. Any Agreement extensions must be in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the 1st day of April, 2023.

Contractor:

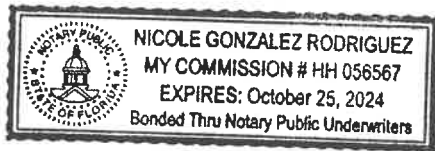
By: Buddy Mesher
Title: President, Osceola Umpire

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of MARCH, 2022,³
by Buddy Mesher as president
for OSCEOLA UMPIRES who is ☒ personally known or ☐ produced the following identification: _____.

Seal:



Nicole Gonzalez
Signature of Notary Public

CITY OF KISSIMMEE

By: _____
Mike Steigerwald, City Manager or Designee

ATTEST:

Linda Hansell, City Clerk or Designee

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes, City Attorney or Designee

BID TABULATION SHEET
INVITATION/BID# RFP2022-003 Umpire Services

City of Kissimmee

OPENING DATE: February 15, 2022
TIME: 2:30PM

REQ. DEPARTMENT: Jeff Pon – Recreation Supervisor

DATE\TIME	VENDOR NAME CITY AND STATE:	Umpire Per Game	COMMENTS
2/7/19 9:55AM	Osceola Umpires Kissimmee, FL	\$38.50	Per Umpire, Per Game

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.

AUTHORIZATION TO PLACE BID ON AGENDA

NOTE: THESE ITEMS WILL NOT BE PLACED ON THE AGENDA UNTIL AUTHORIZED SIGNATURES ARE OBTAINED AND RETURNED TO THE PURCHASING OFFICE. IF FUNDS ASSOCIATED WITH THE BUDGET PROJECT OR EXPENSE ACCOUNT CHARGEABLE FOR THIS EXPENDITURE ARE NOT ADEQUATE TO COVER THE COST, REQUESTING DEPT. WILL NOT AGENDA THIS ITEM UNTIL A COPY OF THE FUND TRANSFER APPROVED BY THE CITY MANAGER IS RECEIVED. BOTH PAGES OF THIS AUTHORIZATION FORM ARE TO BE COMPLETED RETURNED TO PURCHASING.

BID NUMBER: RFP2022-003
DATE: February 15, 2022
TO: Rod Bargaineer, Recreation & Leisure Service Manager
FROM: Brandon Durango, Procurement Manager
SUBJECT: Umpire Services

COMMENTS: Subject bid opened on February 15, 2022 proposals shown on the attached abstract, electronic copies were emailed after opening. Purchasing advertised this January 23, 2022 with the Orlando Sentinel, Demand Star and Vendor Link. Demand Star notified 39 vendors and 1 vendor downloaded the bid package and Vendor Link had 3 vendors download the package. Please make your recommendations below. Please provide written justification below for Commission consideration and send purchasing the results.

DEPARTMENT RECOMMENDATIONS:

_____ Purchase from low bidder.
_____ Other - Explain (attach additional sheets if necessary).

REVIEWED BY: _____ **DATE:** _____
APPROVED BY: _____ **DATE:** _____
DATE RETURNED TO PURCHASING: _____

THIS INFORMATION IS REQUIRED TO SUPPORT THE AGENDA REQUEST FOR COMMISSION CONSIDERATION: YOUR RESPONSE SHOULD PROVIDE ENOUGH DETAIL FOR SOMEONE UNFAMILIAR WITH THE ITEM TO UNDERSTAND THE REQUIREMENT FOR THE ITEM AND ITS INTENDED USE.

This item is: New _____ Replacement _____

The intended use of function is: _____

Funding: Attach approved copy of Budget Transfer (if necessary)

Account Number	Project Number	Amount
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Amount Budgeted: _____

Cost: _____

Remaining: _____

Intended use for any funds remaining: _____

* REQUEST FOR PROPOSAL *

- I. The CITY OF KISSIMMEE is seeking SEALED PROPOSALS on the following:
Request for Proposal Number **RFP2022-003 Umpire Services**
- II. All proposals must be submitted in a SEALED envelope and plainly marked with the proposal number on the exterior of the proposal envelope, one (1) original, one (1) copy and (1) electronic copy on CD or Flash Drive.
- III. To be considered proposals 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 February 15, 2022.

- IV. All proposals shall be opened and read publicly in the City of Kissimmee Finance Department 4th Floor, Allendale Conference Room, 101 Church Street, Kissimmee, Florida at 2:30 PM February 15, 2022.
- V. All proposals must be according to specifications and conditions, and on the forms provided herein.
- VI. The Proposal's name and address shall be clearly shown on the exterior of the Sealed Envelope.
- VII. The City of Kissimmee reserves the right to accept and/or reject any or all proposals, with or without cause, to waive technicalities or to accept the proposal which, in its judgment, best serves the interest of the City of Kissimmee. Persons are advised that, if they decide to appeal any decision made concerning the award of this proposal, 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. Proposal results other than the apparent low offer will not be provided in response to telephone inquiries. Proposals desiring a copy of the Abstract of Offers should include such request with a self addressed stamped envelope in their proposal.


Brandon Durango
Procurement Manager

General Requirements:

1.1 PROPOSAL PREPARATION

Submission of a proposal in response to this solicitation shall evidence the proposer's acknowledgement that he 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 proposer's schedule. Each proposer is responsible for the completeness and accuracy of their proposal. Proposals 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 proposals will be rejected. Stamped or otherwise reproduced signatures are not acceptable. Erasures or other changes must be initialed by the person signing the proposal. Proposers 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 proposal being declared non-responsive.

1.2 SUBMISSION OF PROPOSALS

All bids shall be submitted during normal business hours in a sealed envelope on the forms included with this solicitation with the bidder'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 proposed will be shown on the Proposal Schedule and will include all costs for or associated with the item. A total for each line item will be entered on the Proposal 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 proposal, 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 successful proposer 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, the City of Kissimmee reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The proposer in default may be held liable for any added cost to the City of Kissimmee incurred as a result of such action.

1.6 LATE PROPOSALS AND WITHDRAWAL OF OFFERS

No proposal will be accepted after the published deadline for accepting proposals in response to this solicitation. Proposals may be withdrawn at any time prior to the official time set for the proposal opening. No modification or withdrawal of any offer received will be allowed after the time and date set for the official proposal opening.

1.7 DISCOUNTS

Proposers may offer cash discounts for prompt payment, however, any such discount offered will not be considered as a factor in determining the lowest proposals offered. Any other discounts should be reflected in the unit price proposal.

1.8 PROPOSAL EVALUATION AND AWARD

All proposals received will be evaluated based on one or more of the following factors: price; quality of product offered; compliance with specifications; delivery; reputation of the proposal; previous contract's proximity of parts and service; compatibility with similar, existing products; and any other factors detailed in the specifications. Award will be made to the lowest responsive and responsible proposer complying with the provisions of the invitation to Proposal, provided that such award is in the best interests of the City of Kissimmee.

The City of Kissimmee reserves the right to accept and /or reject any or all proposals in whole or in part with or without cause; to waive technicalities; to make multiple awards on a line item basis; and accept the proposal which in its judgment, best services the interest of the City of Kissimmee. Proposers are cautioned that no communication with any City of Kissimmee employee involved in the evaluation process is authorized during the proposal evaluation process unless such communication is originated by the City of Kissimmee for the purpose of clarifying the proposal. Questions regarding the status of any proposal should be directed to the Purchasing Manager. Proposal awards will be posted in the Purchasing Office after Commission Approval. Vendors are responsible for following up on the status of any proposal. The City of Kissimmee will only notify successful vendor(s).

1.9 BILLING AND PAYMENT

The City of Kissimmee will pay all proper invoices submitted for supplies and/or services within 30 calendar days. To be considered a proper invoice it must be submitted in 2 copies to the City of Kissimmee Accounting 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 of Kissimmee. The payment cycle will not start until all the above requirements are met.

1.10 SAMPLES

The City of Kissimmee may, at its discretion, require submission of samples for inspection and testing. When specifications require such submissions, all costs for such samples, including postage, will be the responsibility of the proposer. Samples that are not consumed in the evaluation process or determined necessary for comparison with future deliveries may be returned at the proposer's request and at the proposer's expense. The City of Kissimmee will not be held liable for any sample provided.

1.11 SILENCE OF SPECIFICATIONS

The silence of these specifications regarding exact details of any product or service required shall be regarded as meaning that only the best commercial practices will prevail and that only materials of first quality and correct type, size, or design are to be used. All workmanship will be first quality. Unless otherwise specified all products provided as a result of this solicitation will be new, unused, the latest model in production, and in compliance with the enclosed specifications.

1.12 USE OF BRAND NAMES

Unless otherwise stated, the use of brand names in specifications is not intended to restrict any offer. Brand names are only used to illustrate the type and quality of product acceptable for this solicitation and to provide a simplified specification. Vendors should feel free to propose any equal item provided that all exceptions to these specifications are clearly identified and explained and definitive specifications for the item being proposed including product literature, cuts or samples are included with the proposal. The City of Kissimmee reserves the sole right of final determination of product equivalency.

1.13 WARRANTY

All warranties for products or services provided under any contract resulting from this solicitation will meet or exceed that warranty offered the providers most favored customer and in no instance will be less than unlimited twelve month non-prorated warranty. If individual specifications contained herein require a warranty in conflict with this provision, the warranty provisions of the individual specification shall prevail.

1.14 ADDENDUMS

In the event modifying addenda to the basic solicitation are issued the City of Kissimmee will attempt to provide such addenda to all vendors who have been furnished proposal packages. However, it shall be the proposer's responsibility to verify with the Purchasing Office before the proposal is submitted whether or not addenda have been issued and to obtain such addenda for submission with the proposal. Receipt of any addenda issued must be acknowledged on the proposal schedule.

1.15 PROPOSERS CERTIFICATION

By signature on this proposal, proposer certifies or in the case of a joint proposal each party certifies that:

- A. He 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 of Kissimmee in connection with this proposal.
- B. That the proposer has not divulged or discussed his offer with other proposers.
- C. Prices offered have been determined independently without collusion with other proposers for the purpose of restricting competition.
- D. No attempt has been made to induce any potential proposer to submit or decline to submit an offer in response to this solicitation.

1.16 "NO PROPOSAL" RESPONSE

Vendors electing to not submit proposals in response to this solicitation should complete the attached "Notice to Proposers" form. Failure to return the form may result in your omission from future proposal lists.

1.17 CFPC

The City of Kissimmee participates in a Central Florida Purchasing Cooperative (CFPC). All bidders 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 vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Managers, or elected officials. Any vendor who 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 Officer;
- 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 completion of an existing contract.

1.20 PROTEST

Any protest must be made within three (3) days following posting of the proposal award. Protest procedures are available from the City of Kissimmee 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:

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 INDEMNITY: The Contractor will indemnify and hold harmless the City of Kissimmee from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract.

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service.

The 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.

The 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, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss.

2.3 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, Purchasing 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 RFP opening date.

However, unless modified by a written addendum issued by the Purchasing Manager, the specifications and conditions contained herein stand as stated. Verbal communications are neither authoritative or binding. Any verbal interpretation in conflict with these specifications as written should immediately be directed in writing to the Purchasing Manager for the City of Kissimmee. Any interpretation provided to any vendor in response to inquiries regarding this solicitation which may affect the outcome of this proposal will be furnished in writing to all vendors who have received proposal packages.

2.4 No minor children are permitted to accompany proposers during pre-proposal conferences, proposal opening or site tour.

2.5 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, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.

2.6 The City of Kissimmee has a Local Vendor Preference Policy: When written bids, responses to request for proposals or quotations are received by the City as part of the competitive sealed bid process, and the lowest responsible price is offered by an individual or entity that is not an Osceola County person, firm and/or corporation and the next lowest responsible bidder is an Osceola County person, firm and/or corporation, the Osceola County individual or entity will be given an opportunity to match the lowest price offered.

If an offer is made to match the lowest price and the Osceola County individual or entity is otherwise fully qualified and meets all City requirements, the bid shall be awarded to the Osceola County individual or entity at the lowest price. In order to receive the local vendor preference provided herein, the Osceola County individual or entity that qualifies as the next lowest price bidder hereunder, must unconditionally agree in writing to match the lowest price bid and deliver to the City designated representative by 8:30 a.m. on the third regular business day after notification of opportunity to match bid. Eligibility form is Attachment A.

2.7 INSURANCE PROVISIONS: The Successful bidder will have in force the following insurance coverage and will provide Certificates of Insurance prior to commencement of any work.

A) Workers' Compensation: The 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 their employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

B) Comprehensive General Liability: The 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: The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.

D) Umbrella Liability: The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.

2.8 ALTERNATE BIDS WILL NOT BE ACCEPTED:

If two bids are received from a company one bid will be returned unopened. If two different bids are included in a single envelope, both will be rejected at the bid opening.

2.9 REFERENCES: All submittals must include **with the bid** a listing of references. This listing should include a contact's name and phone number. At least three (3) of the references should be similar in size and scope of services to the requirements of this bid.

2.10 FEES AND LICENSURE COST: Submit with your proposal the following fees/licensure; proof of a valid Business Tax Receipt from the jurisdiction of the bidder's place of business.

2.11 TERM OF CONTRACT: Any contract resulting from this solicitation will be for a period of 12 months renewable for two (2) twelve (12) additional months by mutual consent, up to a maximum of 24 additional months. The City Manager or the City Manager's designee may approve such renewals on behalf of the City.

2.12 CONTRACT: Sample contract located on pages 13-23.

3.0 FACILITY BACKGROUND INFORMATION:

- Fortune Road Athletic Complex
2500 Fortune Road, Kissimmee, FL 34744
- Denn John Fields
2204 Denn John Lane, Kissimmee, FL 34744

3.1 SCOPE OF SERVICES: Provide umpiring services for City of Kissimmee run leagues and/or tournaments at the above listed facilities. The City anticipates that 150 to 200 games will occur during the original term of the contract, however this estimate is subject to change due to weather, lack of participation, public health emergencies as determined by the City, Osceola County, the State of Florida, or the Federal Government, or other similar factors.

3.2 CITY RESPONSIBILITIES:

- A. City will provide a location for umpires and staff to store their items during the games each night; however the City of Kissimmee will not be responsible for said personal items.
- B. City will provide game balls and lineup sheets.
- C. City will provide City League Rules as well as league and tournament schedules.

3.3 SUPPLIER RESPONSIBILITIES:

- A. Supplier will provide two (2) umpires per game, per field.
- B. Supplier will be responsible for doing clinics and training for all umpires.

- C. Supplier and their staff (umpires) will need to be certified with any Slow Pitch Softball Organization (USSSA, NSA, ASA, etc.).
- D. Supplier and their staff (umpires) will need to have knowledge on USSSA game rules and regulations.
- E. Supplier will be responsible for scheduling all the umpires for all the games, dates and times.
- F. Supplier will be responsible for games designation to all the umpires on duty.
- G. Supplier will be responsible for the designation of an Umpire in Charge (UIC) for every game night.
- H. Supplier will be responsible for submitting an invoice for all the games worked by umpires.
- I. Supplier will be responsible for paying all the umpires.
- J. Supplier will be responsible for keeping the game scores and times.
- K. Supplier as well as umpires will be called upon for any incidents or ejections that occur while they have jurisdiction of the games, to include but not limited to incident reports and/or meetings.

3.4 SELECTION CRITERIA: Please provide the per game, per umpire fee that will charged to the City for services listed above. The amounts should be listed below and any discounts listed as well.

***** THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED
WITH YOUR PROPOSAL ***
RFP2022-003**

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>TOTAL COST</u>
1	Umpire (per game)	\$ <u>\$38.50</u>

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)
Buddy Mesher
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

Buddy Mesher We do not take exception to Specifications.
(initial)

 We take exception to Specifications as follows:
(initial)

(attach additional sheets, if necessary)

COMPANY NAME Osceola Umpires, LLC
COMPANY ADDRESS 4413 Cypress Mill Rd
Kissimmee, Fl. 34746

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO
THE ADDRESS INDICATED ON THE PROPOSAL COVER SHEET PRIOR TO
THE DATE AND TIME SHOWN.
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY: Buddy Mesher DATE: 02/07/2022
(signature)

Buddy Mesher, President EMAIL: budduymesher@gmail.com
(typed name/title of signer)

TELEPHONE NO.: (407) 873 2647 FAX NO.: ()

NOTICE

RFP2022-003

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 vendor file.

Company Name: _____
Address: _____

Phone Number: (____) _____
Fax Number: (____) _____

Continue on Vendor 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: _____

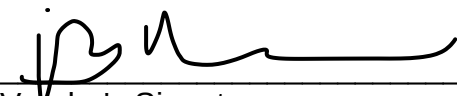
Signature

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price quality and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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



Vendor's Signature

Local Vendor Affidavit of Eligibility

This form is to be completed in its entirety by the vendor and submitted along with your bid or quote. Incomplete forms will be rejected for preference evaluation.

State of Florida
County of Osceola

Before me on this _____ day of _____ 20____, personally appeared

(print name)_____ being an authorized representative of lawful age, who being by me first duly sworn, on his/her oath, deposes and says:

(print name of company)_____ MEETS ALL CRITERIA AS REQUIRED BY THE CITY OF KISSIMMEE TO QUALIFY FOR LOCAL VENDOR PREFERENCE. Qualification documentation attached.

Signature of Affiant

Typed/Printed Name of Affiant

Address of Affiant

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____ 20____, by

(Signature of Notary Public-State of Florida)

(Print, Type, or Stamp commissioned name of notary public)_____ personally known or _____ produced identification. Type of identification produced_____

**SAMPLE CONTRACT
AGREEMENT FOR UMPIRE SERVICES BETWEEN
THE CITY OF KISSIMMEE AND**

THIS AGREEMENT is entered into this ____ day of _____, 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 the City and _____ at _____, hereinafter referred to as the Contractor, collectively hereinafter referred to as the Parties, and each represent as follows:

WHEREAS the City published a Request for Proposal RFP 2022-003 (incorporated herein as Exhibit A) in search of umpires for City of Kissimmee leagues and/or tournaments; and

WHEREAS the Contractor submitted a response to the Request for Proposal RFP 2022-003 (incorporated herein as Exhibit B); and

WHEREAS, the City selected Contractor to perform the services outlined in Exhibit A.

NOW THEREFORE, in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

1. **TERM:** The term of this Agreement is for twelve (12) months from the date of execution of the Agreement. This Agreement may be extended for an additional twelve (12) months, up to two (2) times for a total of thirty-six (36) months. Any Agreement extensions must be in writing and signed by both Parties.
2. **CONTRACTOR RESPONSIBILITIES:**

- a. The Contractor shall be responsible for all the items listed in Exhibit A, Section 3.3 Supplier Responsibilities.
- b. The Contractor shall adhere to the rules, regulation, policies, and procedures of the City of Kissimmee Parks and Recreation Department and the City of Kissimmee.
- c. The Contractor shall report to the Parks and Recreation Department any unusual activity, vandalism, or damage to any of the City Facilities where Contractor performs services.
- d. The Contractor shall report any incidents involving citizens or employee to the Parks and Recreation Department Head or designee.
- e. The Contractor shall submit to the City an invoice for any services performed pursuant to this Agreement. The Contractor shall not receive any compensation prior to submission and approval of the invoice.
- f. The Contractor must submit to a Law Enforcement Background check, reference review, and other appropriate screening processes, including any required renewals, as deemed necessary by the City. Failure to pass all screening processes as required by the City will lead to immediate termination of this Agreement.
- g. The Contractor providing services to the City shall screen all potential umpires that will provide services to the City pursuant to this Agreement. Screening of employees and/or subcontractors shall be performed and reviewed at the sole cost of the Contractor. Screening shall only be required one (1) time during the period of the current contract with the CITY as long as the contractor has continuously screened new hires and required the same of its subcontractors and required that these employees report arrest and filing of criminal charges

against them. Compliance with this requirement shall be verified by execution of a certificate of compliance with this policy which shall be maintained with the contract in the CITY'S files. Further, CONTRACTOR agrees to keep an up to date Subcontractor's List on file with CITY and continuously update same. Failure to comply with this paragraph shall result in immediate termination of this Agreement.

3. CITY RESPONSIBILITIES:

- a. The Parks and Recreation Department Assistant Director or designee shall be the point of contact for the City.
- b. The City shall provide dates and times to the Contractor for all events where Contractor's services pursuant to this Agreement are needed.
- c. The City shall provide prompt payment pursuant to the rates established in Exhibit B to Contractor after receipt, review, and approval of Contractor's invoices. However, in the event the funds to finance this Agreement become unavailable at any time or are not allocated by the Kissimmee City Commission, the City may provide Contractor with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
- d. The City shall provide Contractor with a City identification badge to be worn in a visible location when Contractor is providing services to the City pursuant to this Agreement.

4. CANCELLATIONS: The City shall notify contractor in advance of cancelled games when feasible.

If City notifies Contractor more than one hour prior to the scheduled start time of a game that the game will be cancelled, Contractor shall receive no payment for umpire services for the cancelled

game. If City cancels a game, but City does not notice Contractor more than one hour prior to the scheduled start of a game, City shall pay Contractor for umpire services for the cancelled game. The City shall notify contractor by telephone/email/text message at _____ of cancellations.

5. **TERMINATION:** The City may terminate this Agreement immediately, if the Contractor violates Section 2 Paragraphs f and g of this Agreement. The Parties may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party. Once the notice to terminate is sent to the other Party, the Contractor shall submit a final invoice and shall not perform any further work for the City unless expressly agreed to by the Parties in writing.
6. **INDEPENDENT CONTRACTOR:** For the purposes of this Agreement and any services rendered hereunder, it is hereby understood and agreed that the Contractor shall be an independent contractor and shall not be classified as or considered, an agent or employee of the City of Kissimmee. The Contractor shall not be entitled to participate in group life or health insurance programs or pension plans of the City and shall not be covered under any fringe benefits of the City including, but not limited to: Vacation, Medical Leave, Pension, Holidays, Unemployment Compensation and Worker's Compensation. The Contractor must make all legally required payments for Federal taxes, including, but not limited to: Social Security and Federal Income Tax. The City will not provide Worker's Compensation Insurance. It will be the responsibility of the Contractor to purchase his own Worker's Compensation Insurance, as applicable.
7. The Contractor will have in force the following insurance coverage and shall file Certificates of Insurance with the Parks and Recreation Department prior to commencement of this Agreement with the City listed as an additional insured:

- a. **Workers' Compensation:** The 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 their employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.
 - b. **Comprehensive General Liability:** The 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:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - d. **Umbrella Liability:** 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. INDEMNIFICATION: The Contractor shall indemnify, hold harmless, and defend the City, its agents, servants, and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of every name and description brought against the City as a result of loss, damage, or injury, to person or property by reason of any act or failure to act by Contractor, its agents, servants, or employees.
9. WAIVER OF JURY TRIAL/ATTORNEY'S FEES/VENUE/APPLICABLE LAW:
- a. The parties hereby agree to 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.

- b. Each party further hereby agrees that in any action, proceeding or claim which may be brought from any matter arising out of this Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purposes of this agreement, reasonable attorney's fees of the City Attorney shall be based on the fees regularly charged by private attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.
- c. Any legal action instituted or arising out of this Agreement shall be brought in the courts of Osceola County, Florida.
- d. The parties hereby agree that the laws of the State of Florida shall govern this Agreement.
- e. The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.

10. 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 breach, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any breach of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If 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.

11. NON-ASSIGNMENT: Neither party shall, without the written consent of the other parties, assign this Agreement or any portion thereof.

12. NO WAIVER: Either Party's failure to insist on strict performance in any one or more instances of the terms of this Agreement shall not be deemed a waiver of immediate or future rights to enforce compliance.
13. EXHIBITS: Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
14. NO WAIVER OF SOVEREIGN IMMUNITY: Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
15. PUBLIC RECORDS: Contractor acknowledges the 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 the 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 the City of Kissimmee, 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 Contractor does not transfer the records to the City.
- c. Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the 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 the City. Unless otherwise directed by the 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 a City's Agreement for services, Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.
- f. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

16. E-VERIFY: In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>

Every contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

17. SCRUTINIZED COMPANIES CERTIFICATION: By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false

certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

18. ENTIRE AGREEMENT/AMENDMENT: This Agreement embodies the entire understanding of the Parties and supersedes all prior discussions and agreements between the Parties. There are no further or other agreements or understanding, written or oral, in effect between the parties relating to the subject matter of this Agreement. This Agreement shall not be modified or amended in any respect except by a written agreement executed by all Parties.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: _____

Title: _____

Date: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ as _____ of _____, 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:

Olga Sanchez de Fuentes, City Attorney



January 24, 2022

Addendum No. 1

Project: Umpire Services
Bid No: RFP2022-003

TO ALL PROPOSERS:

The following items are clarifications, corrections, additions, deletions and / or revisions, which shall take precedence over the original documents.

Vendor Link

Due to COVID-19 interested parties are requested to respond to this Request for Proposal by Electronic submittals. Email or other means will not be accepted. Vendor Link help can be accessed by emailing, support@evendorlink.com, and Demandstar help can be accessed by emailing, support@demandstar.com.

To ensure correct information formatting:

- Submit electronically through myvendorlink.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Vendor Link technical support at support@evendorlink.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message you have requested updates and/or information for a particular project or service which can be obtained by registering with <https://www.myvendorlink.com/common/register.aspx>. Registering with myvendorlink will ensure that you receive notifications, and of any changes to an advertised solicitation.

DemandStar:

To ensure correct information formatting:

- Submit electronically through demandstar.com
- Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (.ZIP) formats.
- Enable printing on files submitted
- Clearly identify the Bid Number, Name, Submission Date, and Name on the Response Cover Page or Letterhead
- Contact Demandstar technical support at support@demandstar.com if technical difficulties arise during proposal submission. Any bids received after above stated time and date will not be considered.

If you are receiving this message, you have requested updates and/or information for a particular project or service which can be obtained by registering with

<https://www.demandstar.com/registration>. Registering with Demandstar will ensure that you receive notifications, and of any changes to an advertised solicitation.

It shall be the sole responsibility of the bidder to have their bid electronically delivered to Procurement Services Division for receipt on or before the above stated time and date.

Bid-Opening Update

The scheduled Bid-Opening located at the Kissimmee City Hall on February 15, 2022 at 2:30PM has been moved to a teleconference platform.

You are invited to a Zoom meeting.

When: Feb 15, 2022 02:30 PM Eastern Time (US and Canada)

Register in advance for this meeting:

<https://us02web.zoom.us/meeting/register/tZcpf-2tpzMvHtMtm5paNbJYLI-OQZeoJMvx>

After registering, you will receive a confirmation email containing information about joining the meeting.

A. ACKNOWLEDGMENT OF ADDENDA:

1. The proposer shall acknowledge receipt of this addendum by completing the applicable section in the RFP. The Proposer shall submit said Form with the proposal.
2. All other terms and conditions of the RFP remain unchanged.

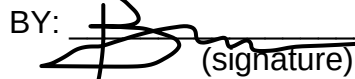
Brandon Durango
Procurement Manager

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)


(Signature)

COMPANY NAME Osceola Umpires

COMPANY ADDRESS 4413 Cypress Mill Rd, Kissimmee, Fl. 34746

BY:  DATE: 02/7/2022

Buddy Mesher, President

EMAIL: buddymesher@gmail.com

(typed name/title of signer)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2021

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

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

PRODUCER
SADLER & COMPANY, INC.
PO BOX 5866
COLUMBIA, SC 29250-5866
(800) 622-7370

CONTACT
NAME:PHONE
(A/C, No, Ext): (800) 622-7370FAX
(A/C, No): (803) 256-4017E-MAIL
ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : United States Fire Insurance

21113

INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND
ITS PARTICIPATING MEMBERS:

Osceola Umpires LLC
4413 CYPRESS MILL RD
KISSIMMEE, FL 34746

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

COVERAGES

CERTIFICATE NUMBER: USP335501

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE			ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			X		SRPGAPML-101-0720	05/01/2021 12:01 AM	05/01/2022 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	☒	COMMERCIAL GENERAL LIABILITY							PRODUCTS - COMP/OP AGG	\$2,000,000.00
	☐	CLAIMS-MADE	☒ OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
	☐								EACH OCCURRENCE	\$1,000,000.00
	☐								FIRE DAMAGE (Any one fire)	\$300,000.00
	☐								MED EXP (Any one person)	\$5,000.00
	☒	GEN'L AGGREGATE LIMIT APPLIES PER:								
☒	POLICY	☐ PRO- JECT	☐ LOC							
	AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$
	☐	ANY AUTO							BODILY INJURY (Per person)	\$
	☐	ALL OWNED AUTOS	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☐	HIRED AUTO	☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐									
	☐									
	☐	UMBRELLA LIAB		☐	OCCUR				EACH OCCURRENCE	\$
	☐	EXCESS LIAB		☐	CLAIMS-MADE				AGGREGATE	\$
	☐	DED	☐	RETENTION \$						
									EACH OCCURRENCE	\$0.00
									GENERAL AGGREGATE	\$0.00
									EACH OCCURENCE	\$
									GENERAL AGGREGATE	\$

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

Umpires

The Certificate Holder is added as an additional insured but only with respect to liability arising out of the named insured during the policy period.

Scheduled Activities Exclusion Applies-Please Refer to Named Insured Member Certificate of Coverage

CERTIFICATE HOLDER

City of Kissimmee Parks and Recreation
Attn: David Burgoon 101 Church Street
Kissimmee, FL 34741

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sadler & Company, Inc.

BRUCE VICKERS, TAX COLLECTOR

OSCEOLA COUNTY, STATE OF FLORIDA

LOCAL BUSINESS TAX RECEIPT**EXPIRATION****SEPTEMBER 30, 2022****ACCOUNT NO.****174671****2022****BUSINESS TYPE:****8001 MISCELLANEOUS PROFESSIONAL****11/09/2021****Oper N/A****Till Internet****Paid 34.50****Rcpt.#067422****186441****TRANSFER****0.00****ORIGINAL TAX****30.00****AMOUNT****0.00****PENALTY****4.50****COLLECTION COST****0.00****TOTAL****34.50****BUSINESS:****Osceola Umpires, LLC****4413 Cypress Mill Road****Kissimmee, FL 34746****Location:****OSCEOLA COUNTY****Umpire Services****BRUCE VICKERS CFC, TAX COLLECTOR****P.O. BOX 422105, KISSIMMEE FL 34742-2105****407-742-4000**

THIS RECEIPT IS IN ADDITION AND NOT IN LIEU OF ANY OTHER LICENSE REQUIRED BY LAW OR MUNICIPAL ORDINANCE AND IS SUBJECT TO REGULATIONS OF ZONING, HEALTH, AND ANY OTHER LAWFUL AUTHORITY.

**THIS LOCAL BUSINESS TAX RECEIPT IS FURNISHED PURSUANT TO CHAPTER 205 LAWS OF
FLORIDA AND OSCEOLA COUNTY ORDINANCE 95-10, AS AMENDED**

The law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

Pursuant to State Law, all Local Business Tax Receipts shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax Receipt for the delinquent establishment. A 25% penalty shall be imposed on any person engaged in any new business, occupation or profession without first obtaining an Osceola County Local Business Tax Receipt. PLUS: if delinquent more than 150 days, subject to civil actions and penalties, and a penalty of up to \$250.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county, or cities, nor does it exempt the licensee from any other license or permits that may be required by law.

This form becomes a receipt when validated by the Tax Collector. Note: Display in accordance with the county ordinance. Local Business Tax Receipts are subject to change according to law.

**AGREEMENT FOR UMPIRE SERVICES BETWEEN
THE CITY OF KISSIMMEE AND
OSCEOLA UMPIRES, LLC**

THIS AGREEMENT is entered into this 2 day of MARCH, 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 the City and Osceola Umpires, LLC at 4413 Cypress Mill Road, Kissimmee, Florida 34746, hereinafter referred to as the Contractor, collectively hereinafter referred to as the Parties, and each represent as follows:

WHEREAS the City published a Request for Proposal RFP 2022-003 (incorporated herein as Exhibit A) in search of umpires for City of Kissimmee leagues and/or tournaments; and

WHEREAS the Contractor submitted a response to the Request for Proposal RFP 2022-003 (incorporated herein as Exhibit B); and

WHEREAS, the City selected Contractor to perform the services outlined in Exhibit A.

NOW THEREFORE, in consideration of the mutual covenants and obligations therein contained, including the attachments, and subject to the terms hereinafter stated, the Parties hereto understand and agree as follows:

1. TERM: The term of this Agreement is for twelve (12) months from April 1, 2022 through March 31, 2023. This Agreement may be extended for an additional twelve (12) months, up to two (2) times for a total of thirty-six (36) months. Any Agreement extensions must be in writing and signed by both Parties.
2. CONTRACTOR RESPONSIBILITIES:
 - a. The Contractor shall be responsible for all the items listed in Exhibit A, Section 3.3 Supplier Responsibilities.

- b. The Contractor shall adhere to the rules, regulation, policies, and procedures of the City of Kissimmee Parks and Recreation Department and the City of Kissimmee.
- c. The Contractor shall report to the Parks and Recreation Department any unusual activity, vandalism, or damage to any of the City Facilities where Contractor performs services.
- d. The Contractor shall report any incidents involving citizens or employee to the Parks and Recreation Department Head or designee.
- e. The Contractor shall submit to the City an invoice for any services performed pursuant to this Agreement. The Contractor shall not receive any compensation prior to submission and approval of the invoice.
- f. The Contractor must submit to a Law Enforcement Background check, reference review, and other appropriate screening processes, including any required renewals, as deemed necessary by the City. Failure to pass all screening processes as required by the City will lead to immediate termination of this Agreement.
- g. The Contractor providing services to the City shall screen all potential umpires that will provide services to the City pursuant to this Agreement. Screening of employees and/or subcontractors shall be performed and reviewed at the sole cost of the Contractor. Screening shall only be required one (1) time during the period of the current contract with the CITY as long as the contractor has continuously screened new hires and required the same of its sub-contractors and required that these employees report arrest and filing of criminal charges against them. Compliance with this requirement shall be verified by execution of a certificate of compliance with this policy which shall be maintained with the contract in the CITY'S files. Further, Contractor agrees to keep an up to date

Subcontractor's List on file with CITY and continuously update same. Failure to comply with this paragraph shall result in immediate termination of this Agreement.

3. CITY RESPONSIBILITIES:

- a. The Parks and Recreation Department Assistant Director or designee shall be the point of contact for the City.
 - b. The City shall provide dates and times to the Contractor for all events where Contractor's services pursuant to this Agreement are needed.
 - c. The City shall provide prompt payment pursuant to the rates established in Exhibit B to Contractor after receipt, review, and approval of Contractor's invoices. However, in the event the funds to finance this Agreement become unavailable at any time or are not allocated by the Kissimmee City Commission, the City may provide Contractor with thirty (30) calendar days written notice of termination. Nothing in this Agreement shall be deemed or construed to prevent the parties from negotiating a new Agreement in this event.
 - d. The City shall provide Contractor with a City identification badge to be worn in a visible location when Contractor is providing services to the City pursuant to this Agreement.
4. **CANCELLATIONS:** The City shall notify contractor in advance of cancelled games when feasible. If City notifies Contractor more than one hour prior to the scheduled start time of a game that the game will be cancelled, Contractor shall receive no payment for umpire services for the cancelled game. If City cancels a game, but City does not notice Contractor more than one hour prior to the scheduled start of a game, City shall pay Contractor for umpire services for the cancelled game. The City shall notify Contractor by telephone call or text message at (407) 873-2647 of cancellations.

5. **TERMINATION:** The City may terminate this Agreement immediately, if the Contractor violates Section 2 Paragraphs f and g of this Agreement. The Parties may terminate this Agreement with or without cause upon thirty (30) days written notice to the other Party. Once the notice to terminate is sent to the other Party, the Contractor shall submit a final invoice and shall not perform any further work for the City unless expressly agreed to by the Parties in writing.
6. **INDEPENDENT CONTRACTOR:** For the purposes of this Agreement and any services rendered hereunder, it is hereby understood and agreed that the Contractor shall be an independent contractor and shall not be classified as or considered, an agent or employee of the City of Kissimmee. The Contractor shall not be entitled to participate in group life or health insurance programs or pension plans of the City and shall not be covered under any fringe benefits of the City including, but not limited to: Vacation, Medical Leave, Pension, Holidays, Unemployment Compensation and Worker's Compensation. The Contractor must make all legally required payments for Federal taxes, including, but not limited to: Social Security and Federal Income Tax. The City will not provide Worker's Compensation Insurance. It will be the responsibility of the Contractor to purchase his own Worker's Compensation Insurance, as applicable.
7. The Contractor will have in force the following insurance coverage and shall file Certificates of Insurance with the Parks and Recreation Department prior to commencement of this Agreement with the City listed as an additional insured:
 - a. **Workers' Compensation:** The 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 their employees. The limits will be statutory for Workers' Compensation and \$300,000.00 for Employers' Liability.

- b. **Comprehensive General Liability:** The 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:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - d. **Umbrella Liability:** 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. **INDEMNIFICATION:** The Contractor shall indemnify, hold harmless, and defend the City, its agents, servants, and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of every name and description brought against the City as a result of loss, damage, or injury, to person or property by reason of any act or failure to act by Contractor, its agents, servants, or employees.
9. **WAIVER OF JURY TRIAL/ATTORNEY'S FEES/VENUE/APPLICABLE LAW:**
- a. The parties hereby agree to 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.
 - b. Each party further hereby agrees that in any action, proceeding or claim which may be brought from any matter arising out of this Agreement, the prevailing party shall be entitled to reimbursement of reasonable attorney fees, including court costs, from the opposing party. For the purposes of this agreement, reasonable attorney's fees of the City Attorney shall be based on the fees regularly charged by private attorney with an equivalent number of years of professional experience who practice in Orange and Osceola County, Florida.

- c. Any legal action instituted or arising out of this Agreement shall be brought in the courts of Osceola County, Florida.
 - d. The parties hereby agree that the laws of the State of Florida shall govern this Agreement.
 - e. The Parties shall comply with all Federal, State, County and local laws, regulations, ordinances, and health and safety rules and regulations at all times.
10. **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 breach, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any breach of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If 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.
11. **NON-ASSIGNMENT:** Neither party shall, without the written consent of the other parties, assign this Agreement or any portion thereof.
12. **NO WAIVER:** Either Party's failure to insist on strict performance in any one or more instances of the terms of this Agreement shall not be deemed a waiver of immediate or future rights to enforce compliance.
13. **EXHIBITS:** Exhibits to this Agreement shall be deemed to be incorporated into this Agreement as if fully set forth verbatim into the body of this Agreement.
14. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding, nothing in this Agreement shall be construed as a waiver by the CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.

15. NOTICES: Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the party's address below:

Notice to City:

Steve L. Lackey
Director of Parks and Recreation
City of Kissimmee
101 Church Street
Suite #330
Kissimmee, FL 34741

Notice to Contractor:

Buddy Mesher
President
Osceola Umpires, LLC
4413 Cypress Mill Road
Kissimmee, FL 34746

16. PUBLIC RECORDS: Contractor acknowledges the 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 the 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 the City of Kissimmee, 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 Contractor does not transfer the records to the City.
- c. Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the 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 the City. Unless otherwise directed by the 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 a City's Agreement for services, Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.
- f. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10

17. E-VERIFY: In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement

and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>

Every contractor shall, upon request provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with City securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

18. **SCRUTINIZED COMPANIES CERTIFICATION:** By signing this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel. If City determines, using credible information available to the public, that Contractor has submitted false certification, City shall provide Contractor with written notice of its determination. Contractor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.
19. **ENTIRE AGREEMENT/AMENDMENT:** This Agreement embodies the entire understanding of the Parties and supersedes all prior discussions and agreements between the Parties. There are no further or other agreements or understanding, written or oral, in effect between the parties relating

to the subject matter of this Agreement. This Agreement shall not be modified or amended in any respect except by a written agreement executed by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

CONTRACTOR

By: Buddy Mesher
Title: Pres Osceola Umpire
Date: 3/2/2022

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 2nd day of March, 2022, by Buddy Mesher as President of Osceola Umpire, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



ANDREA CAMPBELL
Commission # GG 924785
Expires February 21, 2024
Bonded Thru Budget Notary Services

Notary: Andrea Campbell
Print Name: Andrea Campbell
My Commission Expires: 2/21/24

CITY OF KISSIMMEE

By: Mike Steigerwald
Mike Steigerwald, City Manager or Designee
Date: 3/23/22

ATTEST:

Linda Hansell
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes
Olga Sanchez de Fuentes, City Attorney

ITEM 7.C

Osceola HOME Consortium Home American Rescue Plan (HOME-ARP) Disbursement Agreement Between Osceola County and the City of Kissimmee FY 2021-2022

Request

To accept the HOME-American Rescue Plan (HOME-ARP) funds and execute the Osceola HOME Consortium HOME-ARP Disbursement Agreement Between Osceola County and the City of Kissimmee.

Explanation

The HOME-ARP funds were awarded to Osceola County during FY2021-2022. As a member of the Osceola HOME Consortium, the City of Kissimmee is receiving HOME-American Rescue Plan funds in the amount of \$1,217,478.50 from Osceola County. These funds are a one-time grant and are to be used to reduce homelessness and increase housing stability by providing housing in the form of noncongregate shelter and services to specific qualifying populations. On May 4, 2022, the City Commission approved the HOME-ARP Allocation Plan which designated funding for the following activities:

- 1) Tenant Based Rental Assistance (TBRA) (\$360,000)
- 2) Supportive Services (\$718,338.10)
- 3) Administration (\$139,140.40)

According to the Disbursement Agreement, these funds must be encumbered no later than September 30, 2024 and the projects completed by September 30, 2028. The final draw must be submitted to Osceola County no later than October 10, 2028. All of the HOME regulations apply to the use of these funds.

Changes to the proposed use of the funds during the term of this agreement will require a Substantial Amendment.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11300331 331510	11321	Increase		1,217,478.50
1132510 3503434	11321	Increase		1,217,478.50

Financial Summary:

This is a grant funded project with no impact on the General Fund.

Recommendation

Accept the HOME-ARP funds and execute the Osceola HOME Consortium HOME-ARP Disbursement Agreement Between Osceola County and the City of Kissimmee
City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Execute

Department: Development Services

Presenter: Frances DeJesus

Attachment(s):

1. (S)HOME-ARP Disbursement Agreement (FY2021-2022)

**OSCEOLA HOME CONSORTIUM
HOME AMERICAN RESCUE PLAN (HOME-ARP)
DISBURSEMENT AGREEMENT BETWEEN
OSCEOLA COUNTY AND CITY OF KISSIMMEE
FY 2021-2022**

THIS AGREEMENT will become effective the 16th, of May 2022 by and between Osceola County, a political subdivision of the state of Florida, hereinafter referred to as “COUNTY”, and the City of Kissimmee, a municipality, hereinafter referred to as “CITY”.

WHEREAS, the National Affordable Housing Act of 1990 authorized the HOME Program to provide financial assistance through the U.S. Department of Housing and Urban Development (HUD), to local governments for the production of affordable housing; and

WHEREAS, Osceola County and the City of Kissimmee, have entered into an agreement to form a HOME Consortium to obtain funding through the HOME Program, to provide affordable housing for its residents; and

WHEREAS, Osceola County, recognized by HUD as the Lead Agency of the HOME Consortium, desires to establish a mechanism for the successful implementation of the HOME Program; and

WHEREAS, the CITY has requested HOME-ARP funds from the Consortium for the benefit of the very low- and low-income citizens of Osceola County to provide housing, Non-Congregate Shelter, and services to specific qualifying populations (QPs), and;

WHEREAS, this Agreement is authorized pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law, which authorized the exercise by agreement to two or more public agencies of any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions hereinafter set forth, the COUNTY and CITY mutually agree as follows:

SECTION I. DEFINITIONS

- A. “Approved Activities” means HUD approved activities as stated in the Osceola County HOME Consortium Consolidated Action Plan.
- B. “CONSORTIUM” means the Osceola County HOME Consortium.
- C. “Consortium Approval” means the written approval of the HOME Consortium members.
- D. “CITY” means the City of Kissimmee.
- E. “COUNTY” means the Board of County Commissioners of Osceola County, Florida.
- F. “HUD” means the U.S. Department of Housing and Urban Development.

- G. “HOME Administrator” means the Osceola County Director of Housing and Community Services or his/her designee.
- H. “HOME Program” means the Consortium’s HOME Investment Partnership Program.
- I. “HOME-ARP” means The HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) provided funding to the Osceola HOME Consortium to reduce homelessness and increase housing stability.
- J. “QP” means Qualifying Populations under the HOME-ARP Program
- K. “HOME Regulations” means 24 CFR Part 92 and supplemental, additional or successor provisions.
- L. “Lead Agency” refers to Osceola County, as required under 24 CFR Part 92.101(a)(ii).
- M. “Program Income” means the gross income received by the participating jurisdiction, sub-recipient, or Community Housing Development Organization (“CHDO”), which is directly generated from the use of HOME funds and matching contributions.
- N. “Recaptured Funds” means HOME funds which are recouped by the participating jurisdiction, sub-recipient, or CHDO when HOME assisted housing does not comply with the affordability period required by 24 CFR 92.254(a)(4). The amount of recapture is determined in accordance with 24 CFR 92.254(a)(5)(ii). Any funds recouped in excess of the amount mandated by HOME regulations will constitute program income.
- O. “Very Low and Low Income” means the definitions set by HUD for the HOME Program in 24 CFR Part 92.2.

SECTION II. PURPOSE: The purpose of this Agreement is to state the covenants and conditions under which the COUNTY shall reimburse the CITY for eligible activities utilizing HOME-ARP FY 2021-2022 Funding.

SECTION III. SCOPE OF SERVICES: The CITY shall carry out or cause to be carried out the following approved activities:

1. HOME-ARP Rental Housing
2. Tenant Based Rental Assistance
3. Supportive Services
4. Acquisition and Development of Non-Congregate Shelter
5. Nonprofit Operating and Capacity Building Assistance
6. Administration as described in the Consolidated Action Plan, as may be amended, which is incorporated herein by this reference.
7. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of the CITY. The CITY shall

be responsible for all required HOME-ARP fund matching contributions, as outlined under 24 CFR Part 92.218, for approved activities carried out by the CITY.

8. The CITY will encumber the funds, within two (2) years, no later than September 30, 2024 for FY 2021-2022 funds. Unless otherwise authorized by the Consortium, funds which remain unencumbered will be subject to Section XIV.

SECTION IV. TERM OF AGREEMENT: This Agreement shall commence on May 16, 2022 and terminate on September 30, 2028, or on the date on which final completion of all projects funded through this Agreement is established, whichever comes last.

SECTION V. USE OF FUNDS: The COUNTY shall reimburse the CITY an amount not to exceed **\$1,217,478.50** which is divided into the following categories:

Administration: \$139,140.40 (4%)

Project(s): \$1,078,338.10 (35%)

SECTION VI. PROGRAM INCOME AND RECAPTURED FUNDS: All Program Income and Recaptured Funds generated by Approved Activities shall be retained, tracked and utilized for additional eligible activities by the CITY prior to submission of any reimbursement requests to COUNTY.

If the CITY is no longer a participant in the Osceola County HOME Consortium when the Program Income or Recaptured Funds are received, the proceeds shall be deposited in the Osceola County HOME Consortium Trust Fund and distributed proportionally among the remaining members of the Consortium; or in accordance with HOME Program regulations in place at that time.

SECTION VII. UNIFORM ADMINISTRATION REQUIREMENTS: The CITY must comply with applicable uniform administrative requirements, as described in 24 CFR 92.505.

SECTION VIII. COMPLIANCE RULES, REGULATIONS AND LAWS: During the performance of this Agreement, the CITY and COUNTY agree to comply with all applicable laws, rules, regulations and orders or their successors listed below which by reference are incorporated and made a part hereof. The CITY and COUNTY further agree to abide by all other applicable laws, rules, regulations and orders which are not referred to in this Agreement under HOME regulations.

SECTION IX. AFFIRMATIVE FAIR HOUSING MARKETING PLAN (AFHMP): The CITY shall comply with the requirements of 24 CR 92.351. In the event the CITY does not have a policy in place, the COUNTY'S AFHMP attached hereto as Exhibit "A" shall be followed as it relates to marketing projects to income eligible households.

SECTION X. CONFLICT OF INTEREST: The CITY shall comply with the requirements of 24 CFR 92.356 relative to the Conflict-of-Interest provisions. The CITY, its officers, employees, agents, or consultants who exercise or have exercised any functions or responsibilities with respect to the project or who are in a position to participate in a decision making process or gain inside information with regard to the Project, shall not obtain a financial interest or benefit from the

Project, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter. The CITY, its officers, employees, agents, or consultants shall not occupy any HOME assisted unit provided for under this Agreement. Any possible conflicting interest on the part of CITY, its employees, or agents, shall be disclosed in writing to the COUNTY.

- No employee, officer, agent of the CITY, or its sub-recipients shall participate in the selection, award, or administration of a contract supported by HOME if a Conflict-of-Interest, either real or apparent, would be involved;
- The CITY or sub-recipient employees, officers, and agents shall not accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements; and
- Conflict of Interest violations will be subject to the terms of Section XIX. Enforcement (Suspension/Termination).

SECTION XI. OTHER APPLICABLE LAWS, RULES AND REGULATIONS:

1. 24 CFR Part 92, as amended – The regulations governing the expenditure of HOME Investment Partnership Program funds.
2. 24 CFR Part 58 – The regulations prescribing the Environmental Review procedure, including laws and procedures incorporated by reference.
3. National Flood Insurance Act of 1968.
4. 24 CFR Part 1 – The regulations promulgated pursuant to Title VI of the 1984 Civil Rights Act.
5. 24 CFR Part 107 – The regulations issued pursuant to Executive Orders 11063 which prohibits discrimination and promotes equal opportunity in housing.
6. Executive Order 11246 (and Revised Order Number 4), as amended by Executive Orders 11375 and 12086 – which establishes hiring goals for minorities and women on projects assisted with federal funds.
7. Title VII of the 1964 Civil Rights Act as amended by the Equal Employment Opportunity Act of 1972 – which prohibits discrimination in employment.
8. 24 CFR Part 135 – Regulations outlining requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended.

9. Age Discrimination Act of 1973.
10. 24 CFR Part 130 – Regulations which prohibit discrimination in employment in federally assisted construction contracts.
11. Contract Work – Hours and Safety Standards Act – where applicable.
12. Lead Based Paint Poisoning Prevention Act.
13. Section 504 of the Rehabilitation Act of 1973, as amended.
14. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
15. 29 CFR Parts 3.5 and a – Regulations which prescribe the payment of prevailing wages and the use of apprentices and trainees on federally assisted projects as mandated by the Davis-Bacon Act, where applicable.
16. Executive Order 11914 – Prohibits discrimination with respect to the handicapped in federally assisted projects.
17. Copeland Anti-Kickback Act.
18. OMB Circular A-87—which identifies allowable administrative costs and administrative requirements.
19. Florida Statutes, Chapter 112, Part III, code of Ethics for Public Officers and Employees.
20. Public Law 100-430 – The Fair Housing Amendments Act of 1988.
21. Section 109 of Public Law 100-202 – which restricts the awarding of public works contracts to firms from foreign countries with unfair trade practices.
22. HUD – required reports, circulars, and procedures.
23. 24 CFR Part 85 – the “common rule” containing fiscal and administrative requirements for grantees and sub-recipients which are local governments. This includes OMB Circular A-102.
24. 24 CFR Part 92.257 – concerning religious organizations, as applicable.

25. Section 92.504 – minimum standards of written contracts, as applicable. Including all project requirements, type of projects to be assisted, property standards, rents and recapture/resale provisions.
26. Notice: CPD-21-10 – establishes requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021, including commitment and completion dates of Newly Constructed Non-Congregate Shelters

SECTION XII. FUND DISBURSEMENTS: The CITY shall not request disbursement of HOME-ARP funds under this Agreement until the funds are needed for the payment of eligible costs as described in 24 CFR 92.205. The requested amount must not exceed the amount needed. Program income, interest earned, or loan repayments, hereinafter collectively referred to as (“recapture monies”) as defined in 24 CFR 92.503, as amended from time to time, derived from any projects set forth in this Agreement shall be accounted for by the CITY. Program Income received by the CITY from HOME eligible activities shall be deducted from HOME draw request (Exhibit “E” and “F”) submitted by the CITY for eligible costs. The remaining balance of eligible costs shall be requested from COUNTY on the HOME draw request (Exhibit “E” and “F”). HOME draw requests shall be submitted at least quarterly with supporting documentation (i.e. invoices for all requested disbursements; excluding administration). The final draw request shall be submitted no later than October 10, 2028.

SECTION XIII. REIMBURSEMENT: This Agreement and all rights and duties designated herein are contingent upon the release of HOME Program funds by HUD. Up to the limits of SECTION V hereof, Osceola County shall reimburse the CITY for the services described in SECTION III, pending the CITY’s commitment of HOME funds, as outlined in 24 CFR 92.500(d), or as amended by HUD. All such work shall be performed by the CITY in accordance with applicable requirements of the U.S. Department of Housing and Urban Development and with all requirements of this Agreement, and reimbursement will be contingent thereupon.

- A. Only Approved Activities, which have been set up in accordance with HUD established procedures, will be reimbursed by the COUNTY.
- B. The CITY shall be reimbursed by the COUNTY for allowable costs, in accordance with 24 CFR Part 92 and in accordance with SECTION V of this Agreement.
- C. The CITY shall submit to the COUNTY during the performance hereof the following:
 1. A cumulative expenditure statement of all costs of the project(s), minus all program income and recaptured funds, for the period from commencement through the end of the report period for which the reimbursement is being requested;
 2. This information shall be submitted in a format which meets the COUNTY’s requirements for documentation used during audits and monitoring visits. Forms provided by the COUNTY shall be used when requested. Each request shall contain a cover sheet

substantially equivalent to the Payment Request Forms attached as Exhibit “E” and Exhibit “F”.

- D. Upon receipt of the above enumerated acceptable documentation, the COUNTY will initiate the reimbursement process. Upon determination by the HOME Administrator that the services or material invoiced have been received or completed, the HOME Administrator shall authorize the Osceola County Comptroller’s Office to make payment to the CITY in the amount it determines to be payable.
- E. In the event a question or dispute arises regarding a request for reimbursement, the COUNTY shall withhold payment to the CITY for only that part of an invoice in dispute.
- F. Pursuant to Section 218.74 Florida Statutes, the Osceola County Comptroller’s Office shall issue payments within 45 days after receipt of an acceptable invoice and receipt, and approval by the Housing and Community Services Department accepting the goods and/or services provided in accordance with the terms and conditions of the agreement.
- G. If a payment request is disputed, the CITY shall provide adequate documentation within ten (10) working days from receipt of a request letter, which details the disputed charges, from the COUNTY.
- H. Payment requests shall be made no less than quarterly, with the final draw for the federal fiscal year submitted no later than October 10, 2028. Payment requests submitted later than October 10, 2028 shall be credited to the following fiscal year.

The CITY shall take financial responsibility for any and all funds, expended by the CITY on ineligible HOME activities, and shall reimburse the U.S. Department of Housing and Urban Development as mandated. The COUNTY shall take financial responsibility for any and all funds expended by the COUNTY on ineligible HOME activities

SECTION XIV. REVERSION OF ASSETS: The CITY understands that HOME funds will be reduced or recaptured by the federal government if not encumbered and expended as outlined under (Subpart K) 24 CFR 92.500(d). The HOME Consortium will meet to discuss the redistribution of HOME Grant funds to other members of the HOME Consortium for eligible projects if the reduction or recapture of HOME funds by the federal government is a potentiality.

SECTION XV. RECORDS AND REPORTS: Reimbursement is contingent upon the receipt, and satisfactory evaluation by the Lead Agency, of the following reports:

- A. Project Set-Up Report Form: The CITY shall initiate each proposed HOME activity by completing the HUD Project Set-Up Form. The Project Set-Up Report will be retained by the CITY and a copy submitted to the COUNTY with the reimbursement request.
- B. Reimbursement/Expenditure Report: The CITY shall submit reimbursement requests along with an expenditure statement as outlined in SECTION XIII of this Agreement.

- C. Quarterly Progress Report: The CITY shall complete and submit to the COUNTY, Exhibit “D” by the 10th day of January, April, July and October .
- D. Project Completion Report: At the time a project has been completed, the CITY shall complete a Project Completion Report and Quarterly Progress Report, within 120 days of the final draw down request for the project. The Completion Report will be retained by the CITY and a copy submitted to the COUNTY with their reimbursement request.

XVI. AUDITS AND INSPECTIONS: All records and contracts of whatever nature required by this Agreement shall be available for audit, inspection or copying at any time during normal business hours and as often as the Lead Agency, the Consortium, HUD or Comptroller General of the United States, or other federal agency, may deem necessary. Osceola County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement made by any local, state or federal agency. The HOME Consortium shall have the right to inspect any of the CITY’s records of whatever nature required by this Agreement any time during normal business hours. The CITY shall retain all of its records and supporting documentation applicable to this Agreement for five (5) years after either the resolution of the final audit or HUD approval of the Close-out Report, whichever is later.

SECTION XVII. SUBCONTRACTS: All contracts entered into by the CITY to carry out approved HOME activities shall be made in accordance with all applicable laws, rules and regulations stipulated in this Agreement. Any additional work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each Section set forth in this Agreement.

SECTION XVIII. NON-ASSIGNABILITY: The CITY may not assign this Agreement without prior written consent of the COUNTY.

SECTION XIX. ENFORCEMENT (SUSPENSION/TERMINATION): In accordance with 24 CFR 85.43, suspension or termination may occur if the CITY materially fails to comply with any term of this Agreement. The Agreement may also be terminated for convenience in accordance with 24 CFR 85.44, which provides for termination for mutual convenience or partial termination for specified reasons.

- The CITY hereby agrees that the following events constitute a material failure sufficient to warrant suspension of payments:
 1. Improper use of HOME-ARP funds;
 2. Failure to comply with the work program or terms of this Agreement; specifically the Approved Activities indicated in the Consolidated Action Plan;
 3. Failure to submit reports as required, including a favorable audit report; and
 4. Intentional submittal of incorrect or incomplete reports in any material respect.

- If payments are withheld, the Lead Agency shall specify, in writing the actions that must be taken by the CITY as a condition precedent to resumption of payments provided that such notification shall specify a reasonable date not to exceed 20 days for compliance.

SECTION XX. INDEMNIFICATION: The CITY, to the extent allowed by law, will at all times hereafter indemnify and hold harmless, Osceola County HOME Consortium, its officers, agents and employees, against any and all claims, losses, liabilities, or expenditures of any kind including court costs, attorney's fees and expenses, occurring or resulting from any or all suits or damages of any kind resulting from injuries or damages sustained by any person or persons, corporation or property, by virtue of the performance of this Agreement, except that the CITY shall not incur any liability for the negligence of the other parties named in this Section. Neither the COUNTY nor the CITY shall incur any liability for the negligence of the other.

SECTION XXI. INSURANCE: The CITY shall insure that either its insurance coverage or self-insurance program or the insurance coverage of its contracted agents is adequate and sufficient to cover the activities performed under this Agreement, as the case may be as to the particular actions undertaken.

SECTION XXII. PROJECT PUBLICITY: Any news release, project sign, or other type of publicity pertaining to the project as stated herein, must recognize the funding provided by HUD HOME grant funds. The parties shall conduct affirmative marketing in accordance with 24 CFR Part 92.351.

SECTION XXIII. AMENDMENTS: This Agreement may be amended through completion of the Amendment to Disbursement Agreement.

The CITY shall be required to handle any amendment/adjustment according to CITY policies, but will acknowledge and accept execution of this document by the Board of County Commissioners or as delegated to an authorized COUNTY staff person.

SECTION XXIV. NOTICES: Formal notices under the terms of this agreement shall be sent, by U.S. mail, as follows:

Osceola County:
Celestia McCloud, Housing and Community Services Director
Housing and Community Services Department
1392 E. Vine St.
Kissimmee, FL 34744

City of Kissimmee
Craig M. Holland, Development Services Director
Development Services Department
101 Church Street
Kissimmee, FL 34741-5054

IN WITNESS WHEREOF, the CITY and the COUNTY do hereby authorize and have executed this agreement as of the dates written.

BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA

Don Fisher, County Manager
(As delegated by the Board on _____, _____, _____)

For City of Kissimmee:

Mayor

City Clerk

STATE OF FLORIDA
COUNTY OF OSCEOLA

ON THIS DAY personally appeared before me a Notary Public of the State of Florida, _____, to me well and personally known and known by me to be the person who executed the foregoing instrument as the Mayor of Kissimmee, Florida, for and on behalf of said CITY as and for its act and deed, for the uses and purposes therein expressed.

I WITNESS my signature and official seal this _____ day of _____, A.D., 2023.

Notary Seal

Notary Public, State of Florida at Large

My commission expires: _____

EXHIBIT “A”

OSCEOLA HOME CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING PLAN POLICY AND PROCEDURES

I. INTRODUCTION

This Affirmative Fair Housing Marketing Plan (“Marketing Plan”) is developed for use with the HOME Investment Partnership (“HOME”) Program and HOME-funded projects in accordance with the HOME Program regulations, including but not limited to 24 CFR 92.351, of the U.S. Department of Housing and Urban Development (“HUD”) regulations. The HOME Program has established procedures to affirmatively market all projects resulting in five (5) or more HOME-assisted housing units. The Plan is based on the commitment of the Osceola HOME Consortium (“the Consortium”), Consortium members, and the owners of HOME assisted development projects to affirmatively further Fair Housing (“owners”). It states the Consortium’s policy to affirmatively market the distribution of its annual HOME allocation and housing units acquired, constructed or rehabilitated under the HOME Program and describes the procedures to follow.

The Consortium has the responsibility to inform the public about the Federal Fair Housing laws, to solicit eligible persons without regard to race, color, religion, sex, national origin, familial status, or disability into the affordable housing market and to evaluate the effectiveness of these marketing efforts. If the written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the affirmative marketing procedures and requirements must apply in the context of the limited/preferred tenant eligibility for the project.

Citizens, public agencies, and other interested parties may review information and records relating to the Affirmative Fair Housing Marketing Plan. The Marketing Plan is posted on the Osceola County Housing and Community Services Department website and on the City of Kissimmee Development Services Department website.

II. METHODS TO DISSEMINATE AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will use the following methods to inform the public, potential tenants, potential homeowners, potential and existing for-profit developers, and potential and existing non-profit developers, and local units of government about Federal Fair Housing laws and Affirmative Fair Housing Marketing Plan and Procedures.

A. The Osceola HOME Consortium members shall be responsible for implementing the Marketing Plan and evaluating its effectiveness as required by the HOME Program.

B. The Consortium shall inform the community about its Affirmative Marketing Plan through periodic updates at public forums, Fair Housing meetings as well as training workshops with its HOME and CHDO grantees or other similar forums.

C. At the time of HOME funding for rental housing development, the Consortium will provide the Owner of the HOME assisted project with copies of fair housing brochures. The Grantee shall provide initial tenants and rental property owners with copies of these brochures.

D. The Consortium will continue to provide general information and telephone reference numbers to persons contacting the Osceola County Housing and Community Services Department and/ or the City of Kissimmee Housing and Community Development Division with questions regarding Affirmative Marketing and Federal Fair Housing laws.

III. CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will, at least annually, adhere to the following, or similar, Marketing Plan policies regarding announcement of availability of HOME funds:

A. Post a notice of HOME funding availability on the City's and County's websites.

B. Advertise in the Orlando Sentinel and/or Osceola News Gazette and other neighborhood/local newspapers (if available).

C. Establish and maintain a database of potentially qualified for-profit and non-profit developers and direct mail invitations to apply for funding.

IV. CONSORTIUM REQUIRED AFFIRMATIVE FAIR HOUSING MARKETING RECORD KEEPING

In order to verify that the Consortium is following Marketing Plan requirements the following record keeping procedures will be required:

A. The Consortium will maintain records of how HOME funding availability was advertised (copies of advertisements, e-mails, etc.).

B. Copies will be maintained of all training materials and meeting agendas where the Consortium's Affirmative Marketing Policy was discussed.

V. AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS FOR OWNERS OF HOME ASSISTED DEVELOPMENT PROJECTS

Each Owner of a HOME assisted development project must adhere to the following Affirmative Fair Housing Marketing Plan policies when HOME assisted housing units become available for rent or purchase:

A. Incorporate an Equal Housing Opportunity statement or logo in any correspondence associated with rental or home ownership opportunities developed with the use of Consortium HOME funds.

B. All marketing of HOME-assisted housing will be jurisdiction-wide and all advertising will be placed in sources of wide circulation. All ads must contain an Equal Housing Opportunity statement or logo in conformance with HUD's Fair Housing Advertising policies and guidelines.

C. Media sources should include advertisement to a particular audience (e.g., newspaper or radio stations that serve protected classes).

D. All advertisements, brochures, and other written materials should be published in at least English and Spanish, in order to reach non-English speaking audiences and displayed.

E. Contact should be made with organizations whose membership or clientele consists primarily of protected class members.

F. The project owner must display the Equal Opportunity logo and Fair Housing poster (HUD 928.1) in an area accessible to the public (e.g., rental office).

G. The Affirmative Fair Housing Marketing Plan must be made available for public inspection in the on-site project office and/or management office from which these units are administered.

H. The telephone number(s) of the telecommunication devices for the deaf (TDDs or TTY) must appear on all correspondence and outreach materials.

VI. AFFIRMATIVE MARKETING RECORD KEEPING REQUIREMENTS FOR OWNERS OF HOME ASSISTED PROJECTS

In order to verify that Owners of HOME assisted projects are following the Marketing Plan, the Consortium requires the following record keeping procedures will be required:

- A. Owner maintains records of how vacancies were advertised (copies of advertisements, etc.).
- B. Copies of all brochures, leaflets, and letters to community contacts shall be maintained in an easily accessible file.
- C. Owner shall have a written policy that outlines how all applications will be reviewed and processed. Records should show how all completed and filed applications were processed including whether an applicant was accepted or unaccepted and why an applicant was not accepted.
- D. Maintenance of information on the race, sex, ethnicity, and whether the applicant is disabled for all applicants, home buyers, and tenants. The Consortium will have the Owner submit this information on at least an annual basis to coincide with the Consortium's submission of its Consolidated Annual Performance and Evaluation Report ("CAPER").
- E. To facilitate collection and reporting of the required data, the Grantee shall fill out and maintain form HUD-935.2 *Affirmative Fair Housing Marketing Plan*.

This information will be gathered when an application is taken for either a tenant or a home buyer and information will be maintained during the entire affordability period.

VII. CONSORTIUM ASSESSMENT OF ITS AFFIRMATIVE MARKETING EFFORTS

The following actions will be taken by the Consortium to evaluate the success of its affirmative fair housing marketing efforts and that of its Owners:

- A. The Consortium will assess the results of its Affirmative Fair Housing Marketing Plan annually with a summary of "good faith efforts" taken by the Consortium in the CAPER.
- B. The Consortium will compare assessment information and evaluate the degree to which statutory and policy objectives were met. If the required steps were taken, the Consortium will determine that good faith efforts have, in fact, been made.

- C. To determine results, the Consortium may examine whether specific groups in the Consortium's service area applied for or became tenants or owners of HOME funded units that were affirmatively marketed. If the Consortium finds that specific groups are represented, particularly Hispanics, African Americans, Asians, American Indians, persons with disabilities, and women, the Consortium will assume that the Marketing Plan procedures were effective. If one or more groups are not represented within the context of existing neighborhood composition, the Consortium will review its procedures to determine what changes, if any, might be made to make the affirmative marketing efforts more effective.
- D. The Consortium will take corrective action if it is determined that an Owner of the HOME assisted project has failed to carry out affirmative marketing efforts as required. If an Owner continues to neglect responsibilities made incumbent by the terms of the HOME Agreement, the Consortium will consider taking one or both of the following actions: 1. Declare the Owner disqualified from any further assistance made available under the HOME Program. 2. Notify the Owner of the HOME assisted project that was in violation of the terms of the HOME Agreement and the Consortium may exercise its right to require immediate repayment of the HOME funding.
- E. The Consortium will not proceed with corrective action without allowing time and effort by staff to counsel the Owner of the HOME assisted project in accordance with the terms of the HOME Agreement.

EXHIBIT “B”

BUDGET

ELIGIBLE PROGRAM ACTIVITY	FUNDED AMOUNT
Non-Congregate Shelter	\$
Rental Development (new construction or rehab)	\$
TBRA	\$
Supportive Services	
Nonprofit Operating and Capacity Building Asst.	
Sub Total for Project(s)	\$
HOME-ARP Program Administration	\$
Total HOME-ARP Funded Projects	\$

EXHIBIT "C"

EXPENDITURE SCHEDULE/TIMETABLE

ACTIVITY	Beginning Balance	1 ST Quarter Goal	2 ND Quarter Goal	3 RD Quarter Goal	4 th Quarter Goal	Remaining Balance
HOME-ARP Admin						
Non- Congregate Shelter						
Rental Development						
TBRA						
Supportive Services						
Nonprofit Operating and Capacity Building Asst.						

EXHIBIT "D"

QUARTERLY PROGRESS REPORT

Period Covered: _____ to _____

Date Submitted: _____

A. Project Information

Agency: City of Kissimmee

Person Preparing the Report: _____

B. Project Cost

Activity	Budget	Expenditure Goal	Actual Expenditure	% Expended	% Project Completion

C. Program Income

Program Income/Recapture:

Source of Program Income/Recapture:

D. Describe success or problems with meeting Goals (Attach Additional Sheets if Necessary) _____

E. Please specify total number of persons or households (as applicable) assisted/served this quarter.

Households	Persons	Low to Moderate Income	Low Income	White/Non-Hispanic	American Indian or Alaskan Native	Hispanic	Asian Pacific Islander	Female Headed Household

EXHIBIT “E”

HOME Program Reimbursement Request

City of Kissimmee

Date _____

Request # _____

Attached is documentation for _____ request number _____ for the reimbursement of HOME Program Expenditures described below:

Year	Activity Number	Activity Description	Total Amount Expended	Program Income	Reimbursement Due from the COUNTY
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Please provide a copy of the signed contract for each new subrecipient agreement.

Signature/Date

[illegible]

HOME Draw Request

	City of			

	Date			

				Request #	

[illegible]

ITEM 7.D

Authorization to submit application for 2023-24 VOCA Grant

Request

The Police Department requests authorization to submit an application to the Office of the Attorney General for the Victim of Crimes Act (VOCA) grant for fiscal year 2023-2024.

Explanation

The Office of the Attorney General has announced the anticipated availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of VOCA grant funds is to provide support services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. The Police Department has received this grant for several years.

The funding cycle for the VOCA grant funds under this notice is October 1, 2023, through September 30, 2024.

Recommendation

Staff recommends approval for the Police Department to submit the required application for the 2023-24 VOCA grant to the Office of the Attorney General.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter: Jeffrey Odell

Attachment(s):

1. 23-24 Notice of Availability



ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL
Division of Victim Services and Criminal Justice
Programs

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300 Fax (850) 487-3013
<http://www.myfloridalegal.com>

March 2023

NOTICE OF AVAILABILITY VOCA Grant Funds

Announcement: The Office of the Attorney General (OAG) is pleased to announce the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant reimbursement program is to support the provision of services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. Eligibility to apply for VOCA funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof, that can demonstrate the following:

- 1) proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- 2) a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- 3) a certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- 4) any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

The funding cycle for the VOCA grant funds under this notice is October 1, 2023, through September 30, 2024.

Application and Deadline: Organizations may participate in the annual competitive grant process which involves submission of an application followed by an application review. **Under this notice, there are two different applications and 2 different application deadlines.** Please see below for detailed instructions on how to apply and which application process is appropriate for each agency.

Current VOCA subgrantees

Those agencies that currently have a VOCA grant and are in good standing, will participate in a pilot project and complete a condensed application. The VOCA condensed application may be found using the Office of the Attorney General's online system EGrants IGX, which can be accessed through <https://egrantsigx.myfloridalegal.com/> beginning on March 6, 2023. The deadline to complete the pilot project condensed application is no later than 5:00 p.m. Eastern Standard Time on March 24,

2023. *The pilot project applications will be reviewed and considered for funding prior to other applications submitted.* Once the timeframe above closes for the pilot project, any current subgrantees that did not submit the condensed application would need to apply through the same process as agencies that do not currently have a VOCA grant through the Office of the Attorney General and will follow the normal process as new applicant agencies in prior grant years.

Agencies that do not currently have a VOCA grant through the Office of the Attorney General

Those agencies that DO NOT currently have a VOCA grant through the Florida Office of the Attorney General may submit the standard application through the Office of the Attorney General's online system EGrants IGX, which can be accessed through <https://egrantsigx.myfloridalegal.com/> beginning on April 3, 2023. The deadline to complete the standard application is no later than 5:00 p.m. Eastern Standard Time on April 21, 2023. When completing the standard application, it is imperative that individuals pay close attention to the detailed information required, to expedite the technical review of the standard application.

All VOCA Applicants

Due to a reduced award to the State of Florida, from the U.S. Department of Justice, the amount of available funding to award for the 2023-2024 grant cycle may be reduced from the last several years. Consideration for funding may be based on previous years' application scores, the submitted application, percentage of funds spent from previous awards, and compliance with grant requirements to expedite the review and approval process. This reduction in funding and review process may impact the amount of funding received by an agency.

Mailed, emailed, faxed, or hand delivered applications or required documentation will not be accepted. If you need assistance you may contact (850) 414-3380 or email contact.voca@myfloridalegal.com.

ITEM 7.E

Approval to accept a 2022 Florida Recreational Development Assistance Program Grant for the Oak Street Community Park Restoration

Request

Approval to accept a 2022 Florida Recreational Development Assistance Program (FRDAP) grant in the amount of \$50,000 to fund the development of outdoor recreational facilities at the Oak Street Community Park and amend the budget accordingly.

Explanation

The Florida Department of Environmental Protection provides funds through the Florida Recreational Development Assistance Program (FRDAP) for competitive grants to assist with the acquisition or development of outdoor recreational facilities. The grant has a maximum amount of \$50,000 and does not require a match.

The City has been awarded the grant as Project A22006 and will use the grant to construct a new picnic pavilion with amenities and refurbish the playground including safety surface and fencing.

With the acceptance of this grant, we also ask the Commission to give the City Manager the ability to sign future documents related to the grant and amend the budget accordingly.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15150106-506393	ST2216	Increase		\$50,000
15100334-334700		Increase		\$50,000

Financial Summary:

With the acceptance of this grant we will need to add funds (\$50,000) to the project string ST2216 account 15150106-506393 and amend the budget accordingly.

Recommendation

Approval to accept a 2022 Florida Recreational Development Assistance Program (FRDAP) grant in the amount of \$50,000 to fund the development of outdoor recreational facilities at the Oak Street Community Park and amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Parks & Recreation

Presenter: Steve Lackey

Attachment(s):

1. A22006 - CommDocsApprvl_LTR_2.24.22
2. A2006 - AGREEMENT EXECUTION LTR & COMM DOCS REQUEST_11.1.21.
3. A2006_EXECUTED Agreement_10.29.21



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

February 24, 2022

Mr. Steve Lackey
Assistant Director, Parks & Recreation
City of Kissimmee
101 Church Street, Suite 300
Kissimmee, Florida 34741-5054

**Re: FRDAP Grant Project No.: A22006 / DEP Contract No.: A2006
Notice to Commence – Oak Street Park (development project)**

Dear Mr. Lackey:

We have approved the list of project elements, dated November 2, 2021 and the corresponding site plan for this project dated the same. Therefore, the City of Kissimmee may commence project construction at Oak Street Park.

This authorization does not relieve the city of its responsibility to comply with all applicable federal, state, county or municipal laws, ordinances or rules. The city must obtain any permits, management agreements, or leases that may be required.

Please continue to submit Status Reports every one-hundred twenty days as required by the project agreement. The necessary form can be found as Exhibit A to your FRDAP Grant Agreement or at our Program Website: <https://floridadep.gov/Grants>. The next report is due **May 5, 2022**. Photographs should be submitted during the development phase to document and show progression, and to further reflect actual work accomplished on site.

Also, please be aware that completion date for this project is **April 30, 2024**. This is the date by which all grant related development must be completed and all grant related closeout/completion documents submitted. The project end/expiry date is **June 30, 2024**, this is the date by which the Agreement expires. Thank you for your attention to this matter. If you need to discuss this with us, please call our office at (850) 245-2501 or me directly at 245-2156.

Sincerely,

A handwritten signature in blue ink that reads "Angela Bright".

Angela Bright
Community Assistance Consultant
Land and Recreation Grants Section

Mail Station #585

Angie.Bright@FloridaDEP.gov



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

November 1, 2021

Mr. Steve Lackey
Parks and Recreation Assistant Director
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Re: Oak Street Park
FRDAP Project No.: A22006
DEP Contract No.: A2006

Dear Mr. Lackey:

The attached contains the fully executed grant agreement for the above referenced project.

Please visit our Program Website at <https://floridadep.gov/Grants> to read and familiarize yourself with the FRDAP Administrative Rule, the required Commencement Documentation Checklist, as well as the Project Status Report Form. This information has been provided on the website for your review, as it will be extremely helpful and ensures compliance with the administrative requirements of this grant.

In addition, the Project Completion Documentation Checklist and the Reimbursement Schedules can be found on our website when that time approaches.

Reminders:

1. Construction cannot begin until all project commencement documentation has been submitted and approved by this office. This process should be completed before or by the 180-days from the execution of your grant agreement by **April 29, 2022**. Once again, the **commencement checklist** and other forms may be found at <https://floridadep.gov/Grants> under **FRDAP Commencement Forms**.
2. Quarterly status reports are required - **January 5, May 5, and September 5**. Please be sure to summarize work accomplished, problems encountered (if any), and provide color photographs of development progression.
3. The Department will not process your reimbursements request until the Grantee completes the project and staff reviews and approves all Completion Documentation and the final as-built product.

Mr. Steve Lackey
Execution of Grant Agreement: A22006/ A2006
Page Two
November 1, 2021

4. The project should be completed before the completion date set forth in the grant agreement **April 30, 2024** and all reimbursement requests and closeout documents submitted.
5. This project will expire on **June 30, 2024** and the grant project award will revert. Please note that there are **NO time extension allowed** for this grant program/project.

If you have any questions, please contact our office at (850) 245-2501. We look forward to working with you on this project.

Sincerely,



Angela Bright
Community Assistant Consultant
Land and Recreation Grants Section
Florida Department of Environmental Protection
Mail Station #585

Attachment

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Oak Street Park** Agreement Number: **A2006**
2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **City of Kissimmee** Entity Type: **a local government**
- Grantee Address: **101 Church Street, Kissimmee, FL 34741-5054** FEID: **59-6000348** (Grantee)
3. Agreement Begin Date: **upon execution** Date of Expiration: **June 30, 2024**
4. Project Number: **A22006** Project Location(s): **717 N. Palm Street, Kissimmee, FL 34741-7300**
(If different from Agreement Number)
- Project Description: **Develop new picnic pavilion and installation of new landscaping.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$50,000.00	☒ State ☐ Federal	Line Item No. 1692A, GAA, FY2021-2022	\$50,000.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$50,000.00

6. Department's Grant Manager Name: **Angela Bright** or successor
- Address: **3900 Commonwealth Blvd.
MS# 585
Tallahassee, FL 32399**
- Phone: **850-245-2501**
- Email: **angie.bright@floridadep.gov**
- Grantee's Grant Manager Name: **Steve Lackey, Assistant Director** or successor
- Address: **101 Church Street
Kissimmee, FL 34741**
- Phone: **407-518-2332**
- Email: **steve.lackey@kissimmee.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of Kissimmee

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

MIKE STEIGERWALD, CITY MANAGER

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Callie DeHaven

Digitally signed by Callie DeHaven
Date: 2021.10.29 12:21:43 -04'00'

Secretary or Designee

Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

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acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

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obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. A2006**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Oak Street Park. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins when the final party signs the Agreement (the "effective date") and ends on the Project Completion Date. Only authorized Pre-Agreement expenses may be reimbursed outside of this period.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur after approval of the final deliverable(s).
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☒	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☒	☐	a. Fringe Benefits, which shall be calculated at the rate of 40% of direct salaries.
☒	☐	b. Indirect Costs, which shall be calculated at the rate of 15% of direct costs.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☒	☐	Rental/Lease of Equipment
☒	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Attachment 2

1 of 2

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Comprehensive General Liability Insurance.**
The Grantee shall provide adequate comprehensive general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 per occurrence.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation.**
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)

Project Name: Oak Street Park
Grantee Name: City of Kissimmee
FRDAP Project # A22006
DEP Agreement #A2006

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the FRDAP Application Evaluation Criteria, pursuant to Chapter 62D-5, Florida Administrative Code (F.A.C.). Any alteration(s) to the Project Element(s) as submitted in the Grantee's application and listed in the Grant Work Plan is considered a significant change, must be pre-approved by the Department, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the FRDAP Program, and local, state and federal laws, the approved Project plans, all required permits, and the Florida Building Code. Prior to the Department issuing a "Notice to Commence" to the Grantee, as specified in Attachment 6 of the Agreement, Program Specific Requirements, the Department must receive evidence of and have approved all Deliverables in Task 1.

For the purpose of this Agreement, the terms "Project Element" and "Project Task" are used interchangeably to mean an identified facility within the Project.

The Project is located at 717 N. Palm Street, Kissimmee, FL 34741-7300 and is considered a "Small Project" pursuant to paragraph 62D-5.055(6)(a), F.A.C.

Retroactive Project.

☐ This Project has been approved as a "Retroactive Project." Retroactive Projects are eligible for a FRDAP grant award if they otherwise meet the FRDAP rule criteria, funds are available, and Project Costs have occurred within one (1) year prior to the approval for funding by the Governor (June 2, 2021).

☒ This Project has not been approved as a "Retroactive Project."

Project Completion: The Project Completion Date for this Agreement is April 30, 2024.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. There is no match required on the part of the Grantee under this Agreement. The total estimated Project Cost provided below is based on the approved FRDAP Application. A detailed cost analysis will be provided in the Deliverables for Task 1, prior to the Department issuing the "Notice to Commence." All final Project Costs shall be submitted to the Department with the payment request.

Maximum Grant Award Amount:	\$50,000.00
Required Grantee Match Amount:	\$0
Total Estimated Project Cost:	\$50,000.00
Match Ratio:	0%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-107) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Department will issue "Notice to Commence" upon receipt and approval of: 1.A. All applicable Project specific Commencement documentation listed on Commencement Documentation Checklist (DRP-107) 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable). Project planning expenses, such as application preparation, architectural and engineering fees, permitting fees, Project inspection, and other similar fees are eligible for reimbursement. However, reimbursement, if requested, shall not exceed fifteen (15%) of total Project Cost, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule. The Grantee may not proceed with development of the Project until Notice to Commence has been issued.	180 calendar days after Execution of Agreement ²	Failure to provide the required Commencement Documentation may jeopardize your funding. The Department may terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: Develop new picnic pavilion and installation of new landscaping. 2.B. Development of Completion of Documentation Checklist (DRP-111). 2.C. Completion of Final Status Report (DRP-109).	DELIVERABLE 2 The Grantee may request reimbursement upon Department receipt and approval of: 2.A. Development of required Project Elements. 2.B. All applicable Project specific Completion documentation listed on Completion Documentation Checklist (DRP-111) 2.C. Final Status Report (DRP-109). The Grantee may request reimbursement for allowable budgeted expenses and costs pursuant to the Agreement that are directly related to the successful development of the Project site. Reimbursement shall not exceed the Grant	Due April 30, 2024, which shall also be the Project Completion Date ³	No reimbursement will be made for Deliverable(s) deemed unsatisfactory by the Department. Payment(s) will not be made for unsatisfactory or incomplete work. In addition, a Task may be terminated for Grantee's failure to perform.

	Award Amount, less any reimbursement requested for in Deliverable 1, and shall be invoiced upon Project completion, in accordance with the Payment Request Schedule below. Ten percent (10%) of the Grant Award will be retained until the Project is designated complete by the Department.	
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Project Task Performance Standard: The Department's Grant Manager will review the Project Completion Certificate and the Deliverables to verify compliance with the requirements for funding under the FRDAP; approved plans and application approved for funding. Upon review and written acceptance by the Department's Grant Manager of the Project Completion Certificate and the Deliverables under each Project Task, the Grantee may proceed with the payment request submittal.

Payment Request Schedule: Following Department approval of all Deliverables, the Grantee may submit a **single payment request** on Exhibit C, Payment Request Summary Form, DRP-115, along with all required documentation as outlined in the Financial Reporting Procedures (DRP-110), as applicable, to support payment. A payment request submitted as part of the reimbursement process must correspond with the Cost Analysis and supporting documents provided under Project Tasks.

Endnotes:

1. FRDAP documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance> and/or from the Land and Recreational Grants Section, State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, MS# 585, Tallahassee, Florida, 32399-3000.
2. Project Agreement is subject to termination if Commencement documentations under Task 1 are not received and approved by the Department within 180 calendar days of the Project Agreement execution.
3. Due Date will not be extended beyond the Grant Period as outlined in Subsection 62D-5.058(7), F.A.C.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

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

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
Federal Program A	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:				
Federal Program	Federal Agency	CFDA	CFDA Title	State Appropriation Category
A				
Federal Program B	Federal Agency	CFDA	CFDA Title	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:				
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	State Appropriation Category
A	General Appropriations Act Line Item 1692A – Fixed Capital Outlay Florida Recreation Development Assistance Grants from Florida Forever Trust Fund	2021-2022	37.017	
Original Agreement			Florida Recreation Development Assistance Program	140002

Total Award	\$50,000.00
-------------	-------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement may be found at <https://floridadep.gov/lands/land-and-recreation-grants/content/frdap-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to commencement of the Project, the Grantee shall submit to the Department for approval all documentation and completion of responsibilities listed on the Commencement Documentation Checklist, DRP-107. Upon satisfactory approval by the Department, the Department will issue written "Notice to Commence" to the Grantee to commence the Project. **The Grantee SHALL NOT proceed until the Department issues the "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to pay or reimburse Grantee for fees, costs, or general expenses of any kind that were incurred prior to the "Notice to Commence," except for Pre-Agreement Expenses as more fully described in subsection 62D-5.054(34), F.A.C.

3. Site Plans.

Project site facilities must be attractive for public use and compatible with the environment. Plans and specifications for Project site improvements and facilities must be in accordance with current engineering and architectural standards. The Grantee should emphasize the health and safety of users, accessibility to the general public, and the protection of the recreational and natural values of the area. **The Grantee may alter a conceptual site plan only after written approval by the Department.**

The Grantee shall have final site plans (site, engineering, and architectural) prepared for the Project and sealed by a registered architect or engineer licensed in accordance with the laws of the State of Florida (collectively the "Project Plans"). The Grantee must deliver a complete original, signed, and sealed set of the Project Plans to the Department before the Department will issue final reimbursement.

4. Project Completion.

All work under this Agreement must be completed no later than 60 days before the expiration date of the Agreement, known as the "Project Completion Date." The Department may require the Grantee to do additional work before designating the Project "complete." If the Project has not been designated as complete by the Department by midnight of the Date of Expiration, the Project funds will revert to the revenue fund from which they were appropriated (paragraph 62D-5.058(7)(a), F.A.C.).

5. Project Completion Certification.

To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-112, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement. The Department shall designate the Project complete upon receipt and approval of all deliverables and when Project site is open and available for use by the public for outdoor recreation purposes. The Department will release the retainage when the Department approves the Completion Documentation set forth in paragraph 62D-5.058(7)(d), F.A.C. The final payment of the retained amount will be processed within thirty (30) days of the Project designated complete by the Department.

6. The following modifies paragraph 8.d, Attachment 1, Standard Terms and Conditions:

a. Reimbursement for Costs.

Project Costs will be reimbursed as provided in paragraph 62D-5.058(2)(a), F.A.C., and in the Project Agreement. The Grantee is eligible for reimbursement, in whole or in part, for Department-approved Pre-Agreement Expenses

and, if applicable, costs associated with Retroactive Projects, through the Project Completion Date of this Agreement. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all FRDAP requirements, financial reporting requirements, and rules and regulations applicable to expenditures of state funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:

<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

- i. **Pre-Agreement Expenses.** Pursuant to subsection 62D-5.054(34), F.A.C., Pre-Agreement Expenses means expenses incurred by a Grantee for accomplishment of an eligible FRDAP project prior to full execution of the Project Agreement. Parties hereby acknowledge and agree, Grantee is entitled to submit for cost-reimbursement eligible Pre-Agreement Expenses, which are expenses Grantee incurred for the accomplishment of the Project prior to full execution of this Agreement.
7. The following is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
- k. **Project Costs.** The Department will reimburse Project costs pursuant to paragraph 62D-5.058(2)(a), F.A.C., and as provided herein. Project costs, except for Pre-Agreement Expenses, shall be incurred between the effective date of the Agreement, and the Project Completion Date as set forth in the Project Completion Certification determined and identified herein. If the total cost of the Project exceeds the grant amount and the required match (if applicable), Grantee must pay the excess cost.
- l. **Cost Limits.** Pursuant to paragraphs 62D-5.058(2)(a) and (b), F.A.C., project planning expenses, such as application preparation, surveys (boundary and topographic), title searches, project signs, architectural and engineering fees, permitting fees, project inspection fees, and other similar fees are eligible Project costs provided that such costs do not exceed fifteen percent (15%) of the total Project cost.
8. The following hereby replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
- h. **Annual Appropriation Contingency.** The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation from the Recommended Application Priority List by the Florida Legislature. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of FRDAP program funds.
9. The following replaces paragraph 10, Attachment 1, Standard Terms and Conditions:
Status Reports.
 - a. The Grantee must utilize, Project Status Report Form, DRP-109, available online and incorporated herein by reference, to describe the work performed during the reporting period, problems encountered, problem resolutions, schedule updates and proposed work for the next reporting period. The Project Status Reports must be submitted to the Department's Grant Manager no later than January 5, May 5, and September 5. The Department's Grant Manager has thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
 - b. Additionally, the Grantee shall comply with the reporting and inventory requirements set forth in the Statewide Comprehensive Outdoor Recreation Plan (SCORP), available online: <https://floridadep.gov/parks/florida-scorp-outdoor-recreation-florida> and hereby incorporated by reference, by updating the Florida Outdoor Recreation Inventory (FORI) system (<https://floridadep.gov/parks/florida-outdoor-recreation-inventory>).
10. **Site Dedication.**
 - a. Land owned by the grantee and developed or acquired with FRDAP funds must be dedicated in perpetuity as an outdoor recreational site for the use and benefit of the general public in accordance with Rule 62D-5.059, F.A.C. Land under control other than by ownership of the Grantee such as by lease, must be dedicated as an outdoor recreation area for the use and benefit of the general public for a minimum period of twenty-five (25) years from the Project Completion Date as set forth in the Project Completion Certificate. The dedications must be recorded in the county's public property records by the Grantee. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the general public of the State of Florida.
 - b. Should the Grantee's interest in the land change, either by sale, lease, or other written legal instrument, the Grantee is required to notify the Department in writing of the change no later than ten (10) days after the change occurs,

Attachment 6

2 of 3

and the Grantee is required to notify all subsequent parties with interest to the land of the terms and conditions as set forth in this Agreement.

11. Management of Project Sites.

- a. Site Inspections. Grantees must ensure by site inspections that facilities on the Project site are being operated and maintained for outdoor recreation for a minimum period of twenty-five (25) years from the Project Completion Date set forth in the Project Completion Certificate. The Project site must be open at reasonable times and must be managed in a safe and attractive manner.
- b. Non-Compliance. The Department will terminate an agreement and demand return of the program funds (including interest) for non-compliance if a Grantee fails to comply with the terms stated in with the Agreement. If the Grantee fails to comply the Agreement, the Department will declare the Grantee ineligible for further participation in FRDAP until such time as the Grantee comes into compliance.
- c. Public Accessibility. All facilities must be accessible to the public on a non-exclusive basis, without regard to age, sex, race, religion, or ability level.
- d. Entrance Fees. Reasonable differences in entrance fees for other FRDAP projects may be allowed on the basis of residence, but only if the Grantee can clearly show that the difference in entrance fees reflects, and is substantially related to, all economic factors related to park management, and it is not simply related to the amount of tax dollars spent by the residents for the park; and that a definite burden on the Grantee in park maintenance costs clearly justifies a higher fee for nonresidents.
- e. Native Plantings. In developing a FRDAP project with program funds, the Grantee must primarily use vegetation native to the area, except for lawn grasses.
- f. The Grantee will obtain Department approval prior to any current or future development of facilities on the Project Site(s), which is defined in subsection 62D-5.054(46), F.A.C. This Agreement is not transferable.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Signage.

The Grantee must erect a permanent information sign on the Project site that credits funding (or a portion thereof) to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which are durable for a minimum of twenty-five (25) years after the Project is complete. The sign must be installed on the Project site and approved by the Department before the Department processes the final Project reimbursement request.

14. Termination and Ineligibility.

In addition to the remedies provided elsewhere in this Agreement, if the Grantee fails to comply with the terms stated in this Agreement or with any provisions in Rule Chapter 62D-5, F.A.C., the Department will terminate this Agreement and demand return of the program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in FRDAP until the Grantee complies. Further, the Grantee agrees to ensure that all necessary permits are obtained prior to implementing any Grant Work Plan activity that may fall under applicable federal, state, or local laws.

15. Conversion.

The Project Site acquired and/or developed with FRDAP assistance must be retained and used for public outdoor recreation. Should the Grantee, within the periods set forth in subsections 62D-5.059(1) and (2), F.A.C., convert all or part of the Project site to other than public outdoor recreational uses, the Grantee must replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable scope, and quality.



Exhibit A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Project Status Report

Project Name: _____

Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

[illegible]

[illegible]

Period Covered (Check Appropriate Period):	Due May 5 th	Due September 5 th	Due January 5 th
☐ January through April:			
☐ May through August:			
☐ September through December:			

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Florida Department of Environmental Protection

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$0.00	\$0.00

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

ITEM 7.F

Resolution authorizing the City to submit and accept a 2023 Florida Boating Improvement Program Grant through the Florida Fish and Wildlife Conservation Commission

Request

Approval of a Resolution to submit and accept, if awarded, a 2023 Florida Boating Improvement Program Grant through the Florida Fish and Wildlife Conservation Commission in the amount of \$150,000 and allow the City Manager to sign any required documents pertaining to this grant.

Explanation

The attached Resolution authorizes the submittal and acceptance of a 2023 Florida Boating Improvement Program Grant through the Florida Fish and Wildlife Conservation Commission. If awarded, this grant will provide \$150,000 in funding for boating access projects and other related activities on the coastal and/or inland waters of Florida, referred to as the "Toho Marina" project.

The Parks and Recreation Department currently has a Capital Improvement Project with \$300,000 allocated for these repairs. However, the cost of lumber and general construction costs have escalated to the point that additional funds are necessary. This grant would bring the total project budget to \$450,000 and will allow the Parks and Recreation Department to complete all necessary repairs to the wooden breakwater structures to ensure long-term day and day boat slips.

This grant requires a 100% match, which is currently available in a 2023 Sales Tax Project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450406-506393	ST2311		\$300,000	

Financial Summary:

Adequate funds are in the Parks and Recreation Department Capital Improvement Project ST2311 in the amount \$150,000 to cover the 100 % match for this grant.

Recommendation

Approval of a Resolution to submit and accept, if awarded, a 2023 Florida Boating Improvement Program Grant through the Florida Fish and Wildlife Conservation Commission in the amount of \$150,000 and allow the City Manager to sign any required documents pertaining to this grant.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):

1. (S) - Resolution for Florida Boating Improvement Program Grant Application 2023

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT A GRANT APPLICATION TO THE FLORIDA BOATING IMPROVEMENT PROGRAM FOR THE PURPOSE OF RESTORING THE BREAKWATER STRUCTURES THAT PROTECT THE TOHO MARIANA AND BOAT LAUNCH FACILITY AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE AND SUBMIT ANY ADDITIONAL AGREEMENTS OR DOCUMENTS RELATED TO THIS GRANT, INCLUDING THE ACCEPTANCE OF ANY FUNDS AWARDED UNDER THIS GRANT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Fish and Wildlife Conservation Commission has established the Florida Boating Improvement Program (hereinafter “Program”) to provide funding through grants for boating access projects and other boating-related activities on the inland waters of Florida; and

WHEREAS, the City of Kissimmee Parks and Recreation Department has identified the need for restoration of the breakwater structures that protect the Toho Marina and Boat Launch Facility (hereinafter “Toho Marina Breakwater Project”); and

WHEREAS, the City Commission of Kissimmee deems it to be in the best interest of the City to approve and authorize the City Manager to execute and submit an application to the Program and to further authorize the City Manager to execute and submit any additional agreements or documents related to this grant application, including the acceptance of any funds awarded under this grant; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Kissimmee, Florida that:

SECTION 1. LEGISLATIVE FINDINGS AND INTENT.

(a) The City of Kissimmee has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.

(b) The City of Kissimmee, Florida, is interested in applying for project and grant approval from Program, receiving and accepting grant funds from Program, and carrying out the Toho Marina Breakwater Project for the enjoyment of the citizens of the City of Kissimmee and the State of Florida. The Toho Marina Breakwater Project will have a multiplicity of benefits to the

City and the State.

(c) Financial assistance from Program (FBIP) is essential to the implementation of the development of the Toho Marina Breakwater Project.

(d) The City of Kissimmee has developed and maintained a very good relationship with the State of Florida and its agencies over the years and the City and State have worked well together in grant and funding relationships for the benefit of the State of Florida and its public welfare.

SECTION 2. APPROVAL OF PROGRAM GRANT.

(a) The City Commission of Kissimmee hereby authorizes the Program grant application by the City of Kissimmee for the Toho Marina Breakwater Project.

(b) The City Commission of Kissimmee further authorizes the City Manager is to execute and submit the Program grant application and re-application, as needed, in the amount of \$150,000.00 on behalf of the City of Kissimmee in order to obtain partial funding for the Toho Marina Breakwater Project.

(c) The City Manager is further authorized to execute and submit any additional agreements or documents related to this grant, including the acceptance of any funds awarded under this grant.

(d) If the grant is awarded, the City Commission of Kissimmee further authorizes and directs the City Manager to encumber and expend matching funds in the amount of \$150,000 on behalf of the City in order to obtain funding, as referenced herein, from the Program for the Toho Marina Breakwater Project.

SECTION 3. COVENANTS OF THE CITY OF KISSIMMEE.

(a) The City of Kissimmee certifies to the State of Florida and agrees that:

(1) The City will accept the terms and conditions set forth in the Program's grant agreement.

(2) The City has the ability and intention to finance the cost of the Toho Marina Breakwater Project and that the City anticipates that the Toho Marina and Boat Launch Facility will continue to be operated and maintained at the expense of the City for public use.

(3) The City will not discriminate against any person on the basis of race, color, religion, disability, or national origin in the use of any property or facility acquired or developed pursuant to a grant awarded by the Program and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, Public Law 88-352 (1964) and all other controlling law.

(4) The City shall design and construct all facilities relating to the Toho Marina Breakwater Project in order to fully comply fully with all laws, statutes, rules, regulations, codes, and ordinances relating to accessibility by disabled persons including, but not limited to, the Americans

With Disabilities Act.

(5) The City of Kissimmee shall also comply with all other applicable Federal, State and local laws, codes, ordinances, rules, regulations, and requirements.

(6) The City will maintain adequate financial records on the Toho Marina Breakwater Project to substantiate claims for reimbursement and in order to appropriately accomplish any and all pre-audits and post-audits of the expenditure of public funds as well as a performance review of the Toho Marina Breakwater Project and the achievement of the goals and objectives of the Program.

SECTION 4. IMPLEMENTING ADMINISTRATIVE ACTIONS.

- (a) The City Manager hereby authorized to execute the grant agreements relating to the FBIP grant program.
- (b) The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed appropriate.
- (c) The City Manager is hereby authorized to expend such City funds as may be necessary to accept and implement the grant under the FBIP grant program for the Toho Marina project.

SECTION 5. SAVINGS. The prior actions of the City of Kissimmee related to the development of the Toho Mariana and Boat Launch Facility are hereby ratified and affirmed.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 7. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 8. EFFECTIVE DATE. This Resolution shall become effective immediately upon enactment.

DONE AND RESOLVED this _____ day of _____ 2023.

Attest:

CITY OF KISSIMMEE, FLORIDA

Linda Hansell, City Clerk

Olga Gonzalez, Mayor-Commissioner

Approved as to Form and Legality:

Olga Sanchez de Fuentes, City Attorney

ITEM 7.G

Acceptance of Brinson Park Warranty Deed and Trail Easement

Request

City Commission acceptance of warranty deed for Brinson Park and approval of trail easement in favor of the County for the construction of a trail.

Explanation

The City of Kissimmee improved and maintains Brinson Park as part of the Neptune Road Improvement Project. In 2019, it was discovered that this property was mistakenly deeded to the County by the owners. The County has agreed to correct the error and deed the park to the City, retaining an easement to construct a trail from Brinson Park to Neo-City.

Recommendation

Staff recommends City Commission approval of the warranty deed and trail easement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Warranty deed and trail easement
2. supporting documents

This instrument prepared by and
return to:
Olga Sanchez de Fuentes, Esq.
101 Church Street
Kissimmee, FL 34741
407-518-2310

Property Appraisers Parcel Number: 22-25-29-1790-0001-0830

WARRANTY DEED and TRAIL EASEMENT

THIS WARRANTY DEED made this __ day of _____, 2022, by Osceola County, a subdivision of the State of Florida, whose address is 2 Courthouse Square, Kissimmee, FL 34741 (hereinafter referred to as “Grantor”) to the City of Kissimmee, a Municipal Corporation, whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as “Grantee”) Grantor and Grantee collectively referred to as “Parties.”

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Osceola County, Florida:

See Exhibit “A” attached hereto and incorporated herein (the “Property”).

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances whatsoever, save and except only for the following, to wit:

1. Restrictions and easements of record, if any.
2. Grantor shall retain a non-exclusive easement in, on, over and across the land for public purpose of construction and maintenance of a public trail for pedestrians, bicyclists, and other non-vehicular purposes (“Trail”). This easement is in perpetuity, unless terminated by a recorded instrument executed by both Parties. The Parties acknowledge and understand that this grant of easement shall not be construed as a dedication of the underlying fee simple ownership of the Property. Grantors shall be responsible for the construction of the Trail, and shall at its sole expense maintain and repair all portions of the Trail in good and safe condition. In addition, Grantor shall restore to its original condition any portion of the land (such as curbing) that is damaged as a result of Grantor’s access, use or ingress and egress along the property.

Signature page to follow

IN WITNESS WHEREOF, the Grantor has caused these premises to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board. This 6th day of March, ~~2022~~
2023

Attest:

José Miguel Barris
Clerk or Deputy Clerk of Circuit
Court for Osceola County, Florida

OSCEOLA COUNTY:
By the Board of County Commissioners

Devian Janer
By: Chair or Vice Chair



GRANTEE'S ACCEPTANCE OF INSTRUMENT

The foregoing instrument is hereby approved and accepted by GRANTEE, City of Kissimmee, as evidenced by the execution of GRANTEE's City Manager, Mike Steigerwald.

Witness

City Manager

Print Name

(SEAL)

EXHIBIT A- LEGAL DESCRIPTION

Begin at Southeasterly corner of Lot 82, REPLAT OF NEPTUNE, run thence North 26° East along the East line of Lot 82, a distance of 129.7 feet to the South line of abandoned Railroad; thence S 62° East 93.15 feet along South line of said railroad; thence South 28° West 116.5 feet to the North line of right-of-way of Neptune Road and being 30 feet from center line of said Road; thence North 70° West along North line of said Neptune Road, 90 feet to the Point of Beginning; all of the said land being on Lot 83 of Replat of Neptune, according to the plat thereof filed and recorded among the Public Records of Osceola County, Florida;

and

That portion of the abandoned Atlantic Coastline (Sugar Belt) Railroad right-of-way abutting the North 90 feet of Lot 83, in the Replat of Neptune Subdivision as recorded in Plat Book 1, Page 273 of the Public Records of Osceola County, Florida.

Subject to easements and restrictions of record, if any, which are specifically not extended or reimposed hereby.



Katrina S. Scarborough, CFA, CCF, MCF
 Osceola County Property Appraiser
 www.property-appraiser.org
 Osceola County Government Center
 2505 East Irla Bronson Memorial Hwy, Kissimmee, FL 34744
 Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 22-25-29-1790-0001-0830



Owner Information

Owner Name OSCEOLA COUNTY
Mailing Address 1 COURTHOUSE SQ STE 2100
 KISSIMMEE, FL 34741-5440
Physical Address 401 NEPTUNE RD, KISSIMMEE FL 34744
Description COUNTY-VAC
Tax District 200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 01/22/2019, which are subject to change prior to certification

Land	\$30,700
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$30,700
Assessed(estimated)	\$30,700
Exemption(estimated)	\$30,700
Taxable(estimated)	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 10/01/2018

Land	\$30,700
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$30,700
Assessed*	\$29,920
Exemption	\$29,920
Taxable	\$0

* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	0996-1798	\$63,400	1990-12-07	WD
1	0000-0000	\$0	1990-07-09	MC
2	0868-2903	\$0	1988-02-01	QC
3	0455-0381	\$32,500	1979-10-01	WD

True Choice

Land Information - Total Acreage: 0.42

Land Description	Units	Depth	Land Type	Land Value
RESIDENTIAL	90.00	183.00	FF	\$30,700

Legal Description

Legal Description	NEPTUNE PB 1 PG 273 N 90 FT OF LOT 83 AND THAT PART OF ACR R/W ABUTTING N 90 FT OF LOT 83
-------------------	---

TAMEARA CRESPO

From: Sally Myers <sally.myers@OSCEOLA.ORG>
Sent: Wednesday, January 30, 2019 4:12 PM
To: TAMEARA CRESPO
Cc: Jimmy Wells
Subject: RE: 401 Neptune Road

Follow Up Flag: Follow up
Flag Status: Flagged

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT CLICK links or open attachments unless you recognize the sender and know the content is safe

Good afternoon, Tameara,

I will be preparing the agenda request for the conveyance.

Your assistance in providing back-up documentation (purchase agreement, City Commission action) for the agenda would be greatly appreciated.

Thank you!

Sally Myers

Right-of-Way & Asset Manager
Osceola County Board of County Commissioners
Public Works Division – Engineering
1 Courthouse Square, Suite 3100
Kissimmee, Florida 34741
407-742-0502 (office) / 407-742-0600 (fax) / 863-409-7621 (cell)

From: TAMEARA CRESPO [<mailto:TCRESPO@kissimmee.org>]
Sent: Wednesday, January 30, 2019 2:33 PM
To: Jimmy Wells
Cc: DON SMALLWOOD
Subject: 401 Neptune Road

Good Afternoon,

On behalf of Don Smallwood, Esq. please see the attached correspondence and Warranty Deed.

Regards,

Tameara R. Crespo
Executive Legal Secretary
City Attorney's Office

101 Church Street
Kissimmee, FL 34741
407.518.2310

tcrespo@kissimmee.org



PUBLIC RECORDS NOTICE: All e-mail sent to and received from the City of Kissimmee, Florida, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.

Please Note: Florida has a very broad Public Records Law. E-mails to this entity or its employees may be considered a public record. Your e-mail communication, including your email address may be disclosed to the public and media at any time.

56
11/21

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF KISSIMMEE AND OSCEOLA COUNTY, FLORIDA PROVIDING FOR PURCHASE OF RIGHT OF WAY AND CONSTRUCTION OF NEPTUNE ROAD, OSCEOLA COUNTY, FLORIDA.

THIS AGREEMENT entered into this 12 day of November 1991, by and between the City of Kissimmee, Florida, a municipal corporation, (hereinafter referred to as City) and Osceola County, Florida, to political subdivision of the State of Florida, (hereinafter referred to as County) and each promise to the other as follows:

WITNESSETH

Coll	Drury Avenue is a County maintained portion of the City; and
leve area	re dedicated to maintaining a ctor roads within their joint
will and	enue (East of US 17-92) which r future to maintain LOS "D";
rig	Avenue corridor has inadequate he proper width; and
Ave rig	Program for Neptune Road/Drury ty is required to purchase the

participate in the acquisition of the necessary right of way using its share of the road Impact Fees; and

WHEREAS, the City had adequate funding to purchase portions of the aforementioned right of way.

NOW THEREFORE, pursuant to Chapter 163, Florida Statutes and other applicable provisions of law, the City and County do hereby enter into this interlocal agreement to purchase right of way and plan and construct improvements to Neptune Road/Drury Avenue corridor as follows:

1. The City shall purchase and acquire additional right of way to expand the Neptune Road/Drury Avenue corridor approximately 80 feet from the westerly intersection of Lakeshore Drive and Neptune Road along Neptune Road and Drury Avenue in a westerly direction to the easterly property line of the CSX railroad; and

2. The City shall prepare construction plans for a roadway of at least 5 lanes between the intersection of Lakeshore Drive westerly to the intersection of Broadway; and
3. The City shall assist and process permits with various agencies requiring such review; and
4. The County shall provide to the City, in a timely manner, surveys of proposed portions of right of way as described in paragraph 1 above so correct descriptions of the parcels may be used to prepare right of way deeds; and
5. The County shall provide to the City, in a timely manner topographic surveys, with sufficient detail as determined by the City, to assist the City in preparation of engineer designs and construction plans described in paragraph 2 above; and
6. The County shall plan, program and begin construction of the roadway in its fiscal year 1994-95; and
7. The failure of the County to provide the necessary information and documentation in a timely manner shall constitute a default of the agreement, and the City shall be relieved of any further obligation, whatsoever; and
8. The parties contemplate that amendments to this Agreement may be necessary from time to time in order to provide service to the public more efficiently. No amendment shall become final, however without the written consent of both parties to this Agreement. This Agreement supersedes and replaces any and all previous agreements between the parties relating to the subject matter of this Agreement; and
9. In case any one or more provisions of this agreement should be found to be contrary to the constitution or laws of the United States or the State of Florida, then such provision shall be considered void and of no further force and effect, but the validity of remaining provisions of this agreement shall not be affected thereby and shall remain in full force and effect; and
10. This agreement shall be construed liberally to effect the purposes set forth herein. In the event of any dispute hereunder, this agreement shall be deemed to have been entered into for the mutual benefit of the parties hereto and shall not be construed strictly for or against either of the parties; and
11. This agreement shall be effective upon its approval by the governing bodies of the City and the County and its filing with the Clerk of the Circuit Court of the County, as provided by law.

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

(SEAL)

OSCEOLA COUNTY, FLORIDA

ATTEST:

Sue Wilk
Clerk of the Circuit Court
Osceola County

Jim Suga
Chairman, Board of
County Commissioner

APPROVED AS TO FORM:

County Attorney

(SEAL)

CITY OF KISSIMMEE, FLORIDA

ATTEST:

Sandra L. Yeager
City Clerk

John B. Pallet
Mayor

APPROVED AS TO FORM:

City Attorney



CFN 2015127909
 Bk 4832 Pg 2378 (1 Pgs)
 DATE: 08/27/2015 09:33:18 AM
 ARMANDO RAMIREZ, CLERK OF COURT
 OSCEOLA COUNTY
 RECORDING FEES \$0.00

IN THE CIRCUIT COURT OF THE
 NINTH JUDICIAL CIRCUIT IN AND
 FOR OSCEOLA COUNTY, FLORIDA

CASE NO: 14 CA 2644 MF

WELLS FARGO BANK, NA
 PLAINTIFF

VS.

ANTHONY F. BELCAMINO, ET AL.
 DEFENDANT

NO DOCUMENTARY STAMP TAX SUBMITTED
 AT THE TIME OF ORIGINAL RECORDATION

CERTIFICATE OF TITLE

The undersigned, Armando Ramirez, Clerk of the Court, certifies that he executed and filed a Certificate of Sale in this action on 8/6/15, for the property described herein and that no objections to the sale have been filed within the time allow for filing objections.

The following property in Osceola County, Florida:

LOT 82, REPLAT OF NEPTUNE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 273, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA

was sold to: **CITY OF KISSIMMEE**

whose address is: **101 CHURCH STREET, KISSIMMEE, FLORIDA 34741**

Property was sold for the amount of: \$90,000.00.

WITNESS my hand and the seal of this court on August 26, 2015.

Armando Ramirez
 Clerk of the Court

As Deputy Clerk



FILED IN OFFICE
 CLERK OF THE COURT
 OSCEOLA CO., FLORIDA
 15 AUG 26 PM 2:07
 ARMANDO RAMIREZ
 CLERK OF COURT
 CIRCUIT COUNTY CIVIL

MEMORANDUM

DATE: 1-25-91

TO: MARK DURBIN, CITY MANAGER

FROM: *[Signature]* GEORGE W. MANN, JR., DIRECTOR OF PUBLIC WORKS

SUBJECT: Neptune Road Right of Way Acquisition

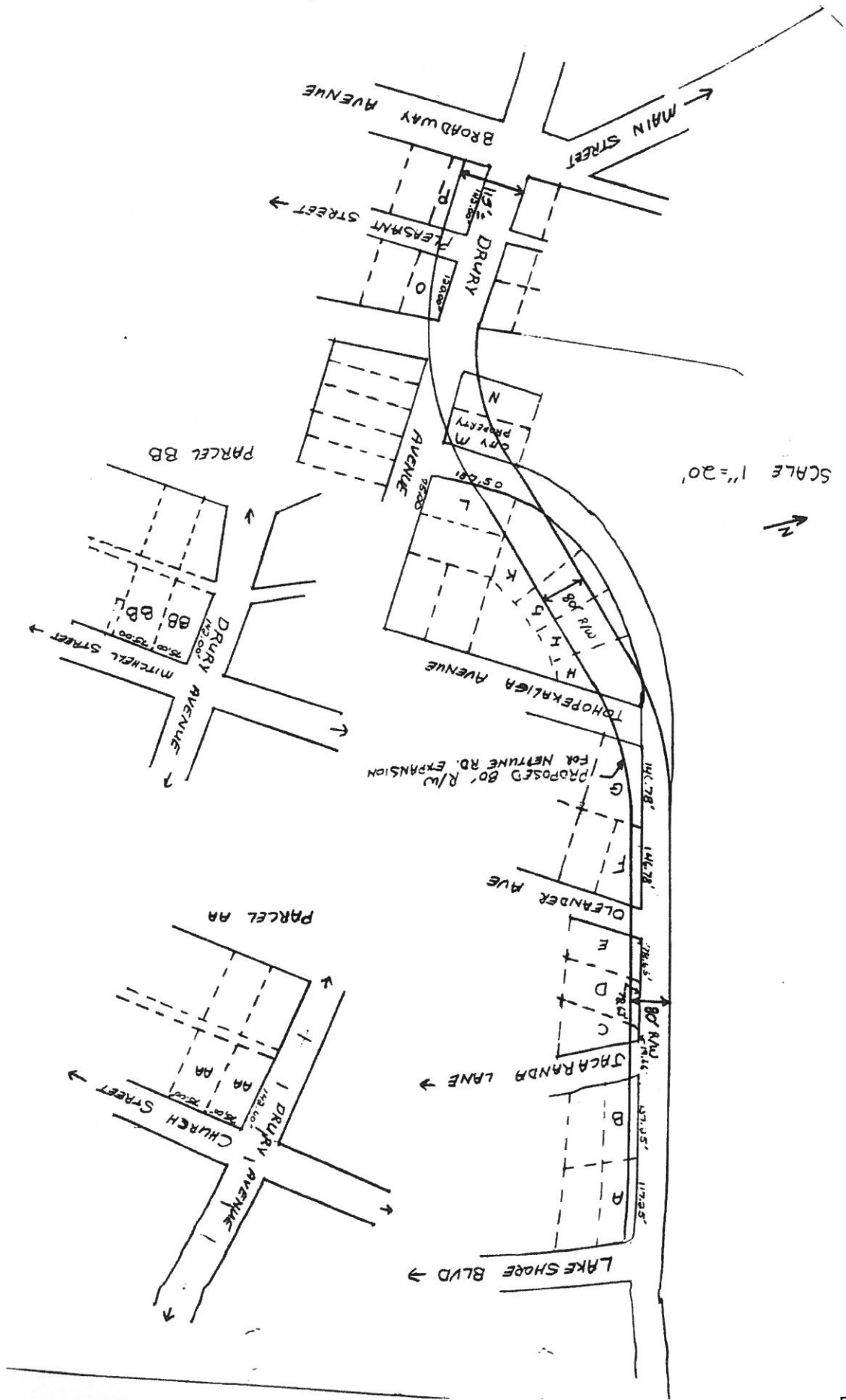
COPIES: LAURA BLACKMON, ASSISTANT TO THE CITY MANAGER
GARY HOLLAND, ASSISTANT TO THE CITY MANAGER

This Department has been working with the County concerning the widening of Neptune Road. The County currently has a project under way to rebuild the bridge and its approaches on Neptune Road. We have suggested and the County agreed to extend the full roadway section to the next intersections on both sides of the bridge to facilitate the future widening of Neptune Road. We further talked to them about a joint venture effort to widen the road between the bridge and Broadway. The County Staff thought that an agreement could probably be worked out to accelerate the road extension if the City would participate financially.

The first step in any roadway project is to obtain rights to the required right of way. We have been working with the County to identify the right of way with the possibility of the City purchasing the right of way and the County constructing the road. The Staff has agreed that this would probably be a reasonable contribution by the City. To make a decision whether the City should consider this option, we have defined a possible alignment and made a determination how much the right of way would cost.

Since we did not want to engage an appraiser at this point in the project, an estimate was derived from previous residential and business properties which had been sold recently. The actual costs may vary from this because of property or business damages or other factors. Each parcel was viewed and an estimate for it derived. We worked closely with Steve Horn, who handles the County's property acquisition, in making this estimate. The total estimated cost for the right of way between Lakeshore Drive and Broadway as described on the attached map is \$360,000.

We are in the process of compiling a similar report for the segment between Broadway and Central.





CITY OF KISSIMMEE

Office of the City Attorney
101 Church Street . Kissimmee, Florida 34741-5054 . Phone 407-518-2310 . FAX 407-846-8369

January 30, 2019

VIA EMAIL/MAIL

Jimmy Wells
County Engineer
Osceola County Public Works Dept.
1 Courthouse Square
Kissimmee, FL 34741

RE: 401 Neptune Road

Dear Jimmy,

Enclosed is a Warranty Deed for execution by the County of 401 Neptune Road to the City. That parcel of land was obtained and used for Brinson Park, a City park. That property was acquired as part of the bridge improvement project several years ago. Mistakenly, the parcel was deeded to the County rather than the City. This Deed will correct the mistake. Please push this up through the chain of command to have it executed and returned to the City for recording. If you have any further questions, please do not hesitate to contact me. I appreciate all your help in this matter.

Respectfully,

Don Smallwood, Esq.
City Attorney

ITEM 7.H

Approval of Community Risk Assessment Standard of Cover

Request

Department requests approval of our Community Risk Assessment Standard of Cover (CRA SOC), as well as permission to publish the document.

Explanation

As a part of the Fire Department's accreditation process, we are required to develop and publish a Community Risk Assessment Standard of Cover (CRA SOC).

The CRA SOC is an essential part of the accreditation process through the Center for International Accreditation and the Center for Public Safety Excellence. It includes a detailed risk assessment which clearly defines the risk in our community and how the department is positioned to respond to this risk. Many goals and objectives were developed, aimed at improving the department's emergent (fire, EMS, technical rescue, etc.) and non-emergent (public education, fire prevention, etc.) programs. The department established response time benchmarks or totals and compared them to industry standards and our current response times (baselines). The response time goal is to continually improve these times and services through a variety of mechanisms. The CRA SOC is based on facts and numbers that support data-informed decisions rather than emotion. This document will be a "guidance system" for the fire chief that will provide the data to drive the decisions necessary to be a more effective agency.

We are requesting Commission approval of the CRA SOC, as well as permission to publish the document.

Recommendation

Staff recommends approval of our Fire Department's CRA SOC, as well as permission to publish the document.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

1. Community Risk Assessment Standard of Cover (Final)

CITY OF KISSIMMEE FIRE DEPT

**Adopted
2023**

Community Risk Assessment Standard of Cover



Commission on Fire Accreditation International



Introduction

This Community Risk Assessment Standard of Cover (CRA SOC) is part of an optional but vitally important accreditation process available to fire departments. To ensure that a fire department is meeting the community's expectations, a thorough community risk assessment must be completed and considered when planning for emergencies and determining the level of emergency services that the community desires. The Kissimmee Fire Department (Department) assigned a level of risk to every structure in the City of Kissimmee (City). The term "Standard of Cover," borrowed from military organizations, means the standard of coverage or in this case, how the Department responds to the identified risks outlined in the community risk assessment.

Dedicated internal and external stakeholders provided valuable input to help guide the Department into the future. Fire Department Accreditation is through the Commission on Fire Accreditation International (CFAI), which is part of the Center for Public Safety Excellence (CPSE). This agency offers third party verification and validation of the Department's research based on a proven model.

This is the first time that the Department has been involved with the international accreditation process. Many associations support the accreditation model which include the National Fire Protection Association (NFPA), the International Association of Fire Chiefs (IAFC), the International Association of Firefighters (IAFF) and the International City-County Managers Association (ICMA). In addition, the Department of Defense requires that all fire departments on military bases achieve international accreditation.

This document contains an overview of the community, the community risk assessment, fire/rescue coverage throughout the City, several goals and objectives related to the findings from the accreditation model and finally policy recommendations. The City of Kissimmee leadership and the Kissimmee City Commission have approved this document (2D.8).

Note: The numbers and letter in parenthesis (e.g., 2D.8) refer to the 250 performance indicators from the Center for International Accreditation's (CFAI) accreditation process. The Center for Public Safety Excellence (CPSE) awards accreditation through the CFAI.

ACKNOWLEDGEMENTS

City Commission

Olga Gonzalez, Mayor - Commissioner (Seat 5)

Olga Castaño, Vice-Mayor - Commissioner (Seat 1)

Angela Eady, Mayor Pro-Tem - Commissioner (Seat 2)

Carlos Alvarez III, Commissioner (Seat 3)

Janette Martinez, Commissioner (Seat 4)

Office of the City Manager

Michael H. Steigerwald, City Manager

Desiree S. Mathews, Deputy City Manager

Austin D. Blake, Assistant City Manager

Fire Department Leadership

Fire Chief James F. Walls

Deputy Fire Chief Joseph Leone

Deputy Fire Chief Jeremy Donovan

Standard of Cover Development

Department Leadership

CFAI Accreditation Manager John Rooney

CFAI Assistant Accreditation Manager Lt. Jeff Booher

Lt. Matthew Petrasko

“In the Finest Tradition - Courage, Compassion, and Community.”

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Community Risk Assessment Standard of Cover

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EXECUTIVE SUMMARY

It is crucial that a fire/rescue department perform a strategic and comprehensive assessment of the risks in their community. Using the critical information from the community risk assessment and valuable input from community stakeholders, the fire department can then determine adequate resources and response postures to the many diverse types of emergencies in the community. It is the Department's responsibility to share with City leadership the type and severity of risk in the City, resources needed to respond to the risk, and expected outcomes. This information dictates the need for the Community Risk Assessment Standard of Cover (CRA SOC).

The development of this Standard of Cover (needed fire/rescue coverage) uses the community input and statistical data from the Community Risk Assessment (CRA). Information from the CRA allows the Department to help determine the fire/rescue facilities, apparatus, equipment, staffing, and response planning needed in the future.

This is the Department's first accreditation process and hence the first CRA SOC. There are numerous recommendations, new goals, and benchmarks that the Department will actively strive to achieve over the upcoming 5-year accreditation cycle. One of the major benchmarks the Department seeks to improve is the response time to incidents. It is critical to arrive quickly and safely to the scene of emergencies for successful mitigation.

The CRA SOC will be a living, continuously updated document. This will allow the Department to provide updated information to City leadership on the fire/rescue needs and its continuous quality improvement. The Department is seeking approval of this document from the City manager and the City commission to perform more efficient and effective services to our community. The presentation of this document to our community leaders will verify and validate the Department's accreditation process. The below chart shows some of the critical findings from this process and the opportunities for improvement.

90th Percentile Times - Incidents Not Requiring Turnout Gear					
Critical Times	NFPA Standards	Department Benchmark (goals)	Department Baseline (actual)	Opportunity for Improvement	Percent Benchmark Met
Alarm Handling	1:04	2:00	3:30	+1:30	53.5%
Turnout	1:00	1:00	2:04	+1:04	52.1%
Travel Time - 1 st Due	4:00	6:30	8:08	+1:38	78.8%
Total Response Time – 1st Due	6:04	9:00	9:21	+2:22	71.8%

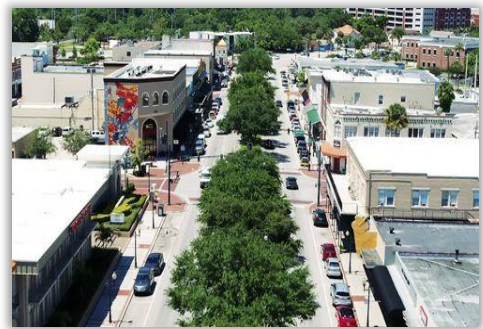
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SECTION 1 – COMMUNITY CHARACTERISTICS

City Overview

The City of Kissimmee (City), incorporated in 1883, thrives with its Council – Manager form of government. The city manager acts as the City’s chief executive officer and reports to its 5-member commission. The city manager is responsible for carrying out the commission’s policies using his/her appointed department heads and a responsive and skilled workforce. The commissioners, elected by the citizens, serve at-large representing all the residents. They can hold two consecutive four-year terms.

Kissimmee is located near the geographic center of Florida and is the County Seat of Osceola County. Osceola is the State of Florida’s sixth largest county in geographical size with a land area of 1507 square miles. There are 21.82 square miles or approximately 13,965 acres within the corporate limits of the City. The City is primarily residential in character but also serves as a



Downtown Kissimmee

regional retail and commercial center and is the third largest medical district in Central Florida. It has done an excellent job removing buildings in poor repair and ensuring no blighted areas exist in the City. A substantial portion of its economic activity stems from the City’s proximity to Walt Disney World, its medical district, its airport, its position as the County seat as well as its proximity to Medical City in the Lake Nona area.

Osceola County has funded the \$160 million NeoCity project that will provide a state-of-the-art advanced manufacturing research and development center for the nano sensor industry. This 500-acre technology and research district is currently under construction and has attracted investment from both national and international research and manufacturing partners. The center presents opportunities for Kissimmee’s future and has the potential to improve the State of Florida’s economy.

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Community Risk Assessment Standard of Cover

There are fifty attractions easily accessible from the Kissimmee resort area. In addition to Walt Disney World, located approximately seven miles west of the City, some of the tourist attractions near the City include Sea World, Gatorland Zoo, Reptile World Serpentarium, Medieval Times, Universal Studios and Kennedy Space Center. Since the beginning of the Disney World development in 1971, there has been significant growth in the City and the surrounding areas. The local economy also consists of many retail, trade, lodging, food and beverage and manufacturing establishments.

City of Kissimmee Facts (2021) (2A.7)

• Gender		
	Male	50.8%
	Female	49.2%
• Age		
	Under 5 Years Old	6.7%
	Under 18 Years Old	23.0%
	65 and Older	12.2%
• Race		
	White	59.6%
	Black or African American	10.5%
	Native American	0.2%
	Asian	2.8%
	Other	17.7%
• Ethnicity		
	Hispanic or Latino	69.6%
• Population Estimates		
	2022	82,108
	2020	79,226
	2010	59,682
• Percentage Increase in Population between 2010 and 2019		
	Kissimmee	33.09%

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Community Risk Assessment Standard of Cover

Florida	14.55%
USA	7.55%
• Income and Poverty (2016-2020)	
Median household income (2016-2020)	41,399
Per capita income in past 12 months	20,188
Persons in poverty	25.1%
• Property Taxes	
2021 Millage rate	4.6253
2020 Millage rate	4.6253
2014 Millage rate	4.6253
• Assessed Real Estate Values (2022 – MLS data)	
○ Median Home Sale Price	\$290,00
○ Percent increase (year over year)	+7.4%
• Social Characteristics/Households	
Total Households	22,836
Average Household Size	3.14
Average Family Size	3.70
• Employment Status (16 years and over)	
In Labor Force (employed and unemployed persons)	68.2%
Employed	64.6%
Unemployed	3.5%
• Industry	
Arts, entertainment, recreation, hospitality services	28.5%
Retail Trade	16.2%
Educational, health and social services	13.4%
Construction	7.5%
Professional, scientific, management, administrative	10.3%
Transportation, warehousing, and utilities	5.2%
Finance, insurance, real estate	4.7%

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Manufacturing	3.3%
Other Services (except public administration)	4.4%
Wholesale Trade	2.6%
Public Administration	2.3%
Information	1.4%
Agriculture, forestry, fishing, hunting, and mining	0.1%

Source: U.S. Census Bureau, Bureau of Economic and Business Research, and American Community Survey

City History

The City of Kissimmee was originally a small trading post on the northern bank of Lake Tohopekaliga (Lake Toho) known as the community of Allendale. After the civil war, this area was included in a purchase of four million acres of marshland and plains by Hamilton Disston, the owner of Disston Saw Company in Philadelphia. The sale price for the land totaled \$1 million at \$25 an acre.



Steamship c. 1903 Courtesy Florida Memory

The infusion of \$1 million to the state of Florida reportedly rescued the State from financial disaster. In January 1881, Disston contracted to drain the area and deepen the Kissimmee River to be able to ship products into the Gulf of Mexico and points beyond. Many steamboat captains navigated the chain of lakes leading from Kissimmee to the Gulf with cargos of cypress lumber and sugar cane. The City was originally incorporated in 1863 and was reincorporated On October 5, 1992 (Ord. No. 1859 § 1).

City Milestones

- 1845 - Florida is granted statehood

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- 1873 - Kissimmee's first post office was established near Shingle Creek. The first postmaster was Clement R. Tyner.
- 1882 - The first newspaper in Kissimmee published. A one-room schoolhouse opened on Main Street and the First United Methodist Church opened its doors.
- 1883 – 33 of 36 registered voters voted to incorporate Allendale as Kissimmee City. The first elected Mayor was T.A. Bass.
- 1884 - W.B. Makinson, Sr. opens Makinson Hardware in downtown Kissimmee, it was the oldest continuously operating hardware store in Florida until its closing in 2022.
- 1895 - A disastrous freeze led many families to relocate further south. Hamilton Disston's land company stops payments on bonds and returns to Philadelphia.
- 1900 - Electricity comes to Kissimmee. The initial rates were thirty cents per night, \$7.50 per month.
- 1908 – A Fourth of July celebration welcomed the residents of the new City of St. Cloud. The owner of a new flying school in Kissimmee planned his first flight to



Makinson Hardware, Courtesy of Pinterest



Osceola High School c. 1930. Courtesy Florida Memory

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highlight the occasion. When taking off, the airplane hit a cow destroying the plane and resulted in the drafting of an air-ship ordinance.

- 1915 - Osceola High School plays its first football game, beating Orlando High School 6-0.
- 1920 – The population increased to more than 2,700.
- 1924 - Kissimmee Chamber of Commerce is chartered.
- 1934 - Cattleman's Association is established in Kissimmee



Monument of States, Courtesy Florida Memory

- 1940s - The U.S. Army Corps of Engineers constructed the Kissimmee Airport in the 1940s in preparation of the U.S. involvement in World War II. This caused Kissimmee's population to increase by 38% to 3,700 residents.
- 1943 - Construction of the Monument of States is completed.
- 1944 - The first Silver Spurs Rodeo held on July 4. Admission is the purchase of one war bond.



Courtesy Silver Spurs Rodeo

- 1950s - City leaders wanting to continue Kissimmee's prosperous history, encouraged growth by attracting retirees to the area. This effort stimulated growth by nearly 60%.
- 1956 - Record rainfall brings flooding and \$2 million in damages to Kissimmee.

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- 1970s - The development of Walt Disney World and other tourist attractions doubled the population from 7,500 to 15,000 in 1980.
- 1998 - Fifteen tornados touchdown in State. These were the deadliest tornados in Florida's history with forty-two deaths in the State, 15 deaths in the Kissimmee area.
- 2004 - Three major hurricanes crossed Central Florida.
- 2015 - Kissimmee Lakefront Park undergoes a \$30M renovation.
- 2016 - Kissimmee Medical Arts Districts is established.
- 2018 - Regional Intermodal Station opened in downtown Kissimmee.



1998 Tornados



Kissimmee Intermodal Station, Courtesy of SunRail

Area Characteristics

Kissimmee Medical Arts District

The Kissimmee Medical Arts District lies in the heart of the City of Kissimmee and serves as a massive hub for healthcare-related businesses. The two area hospitals, Advent Health Kissimmee and HCA Florida Osceola Hospital have invested well over \$300 million into their campus expansions in just the last few years. The Kissimmee Medical Arts District has incentives tailored to attract medical specialties. Figure 1 is a map of this area.

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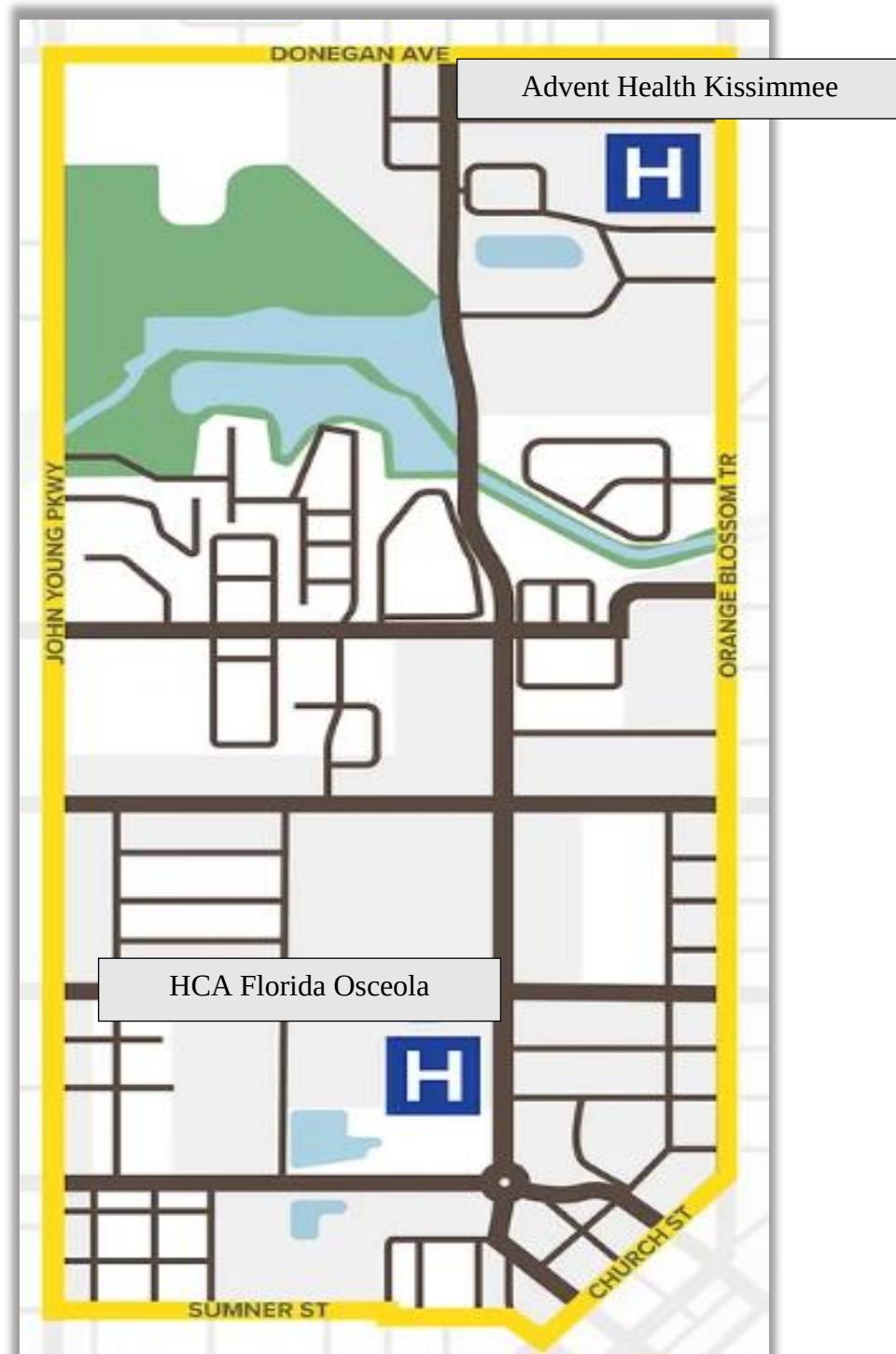


Figure 1 Kissimmee Medical Arts District

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South Beaumont Historic Preservation District

The City adopted the South Beaumont Historic District in 2007, which established standards for the protection of historic properties. In addition, a National Register District covers a portion of Downtown Kissimmee and the South Beaumont District that encompasses approximately one hundred commercial and residential structures. The buildings that are within the local (Beaumont) historic district have many more protections than those in the National Register. Figure 2 shows an outline of this district.

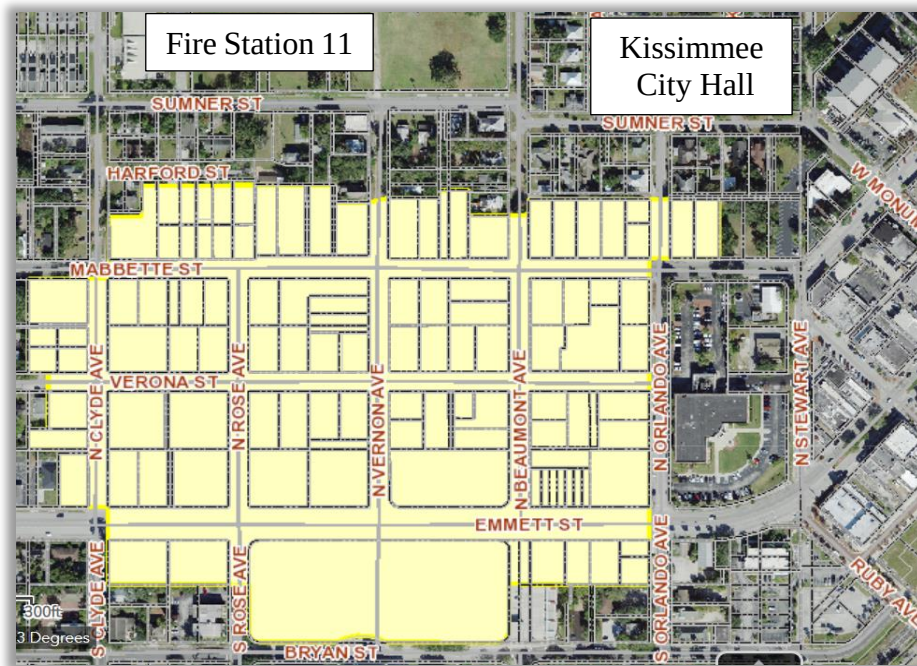


Figure 2 South Beaumont Historic Preservation Historic District

Topography and Weather

The Florida weather is known as humid subtropical. This is defined as a rainy season from May to October when air mass thunderstorms drop heavy but brief summer rainfall. Central Florida is the most active lightning hotspot in all North America when it comes to strikes per square mile. This is why the corridor from Tampa Bay to Titusville has gained the nickname “Lightning Alley.” On average, this zone experiences about fifty-six lightning strikes per square mile annually. Ninety percent of these strikes happen from May to October between noon and midnight. (Courtesy

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Climate Center at the Florida State University) Figure 3 shows the cloud to ground lightning incidents between 1997 and 2010.

Kissimmee is located at approximately 28.294695° N latitude and -81.402534° E making it prone to tropical cyclones (hurricanes) that develop in the Caribbean and the Gulf of Mexico. The flat topography makes the state more susceptible to wind damage and storm surge. Figure 4 shows the last two hurricanes to hit Florida. Hurricane season runs from June 1 to November 30.

Dry and slightly cooler temperatures follow the rainy season. The wildfire season in Florida is between March and June which is typically the driest part of the year. Although Kissimmee has very little rural area, there are still 1,700 acres of wildland in the response area. Many homes are destroyed each year in the state. Figure 5 shows the average monthly temperatures and rainfall.

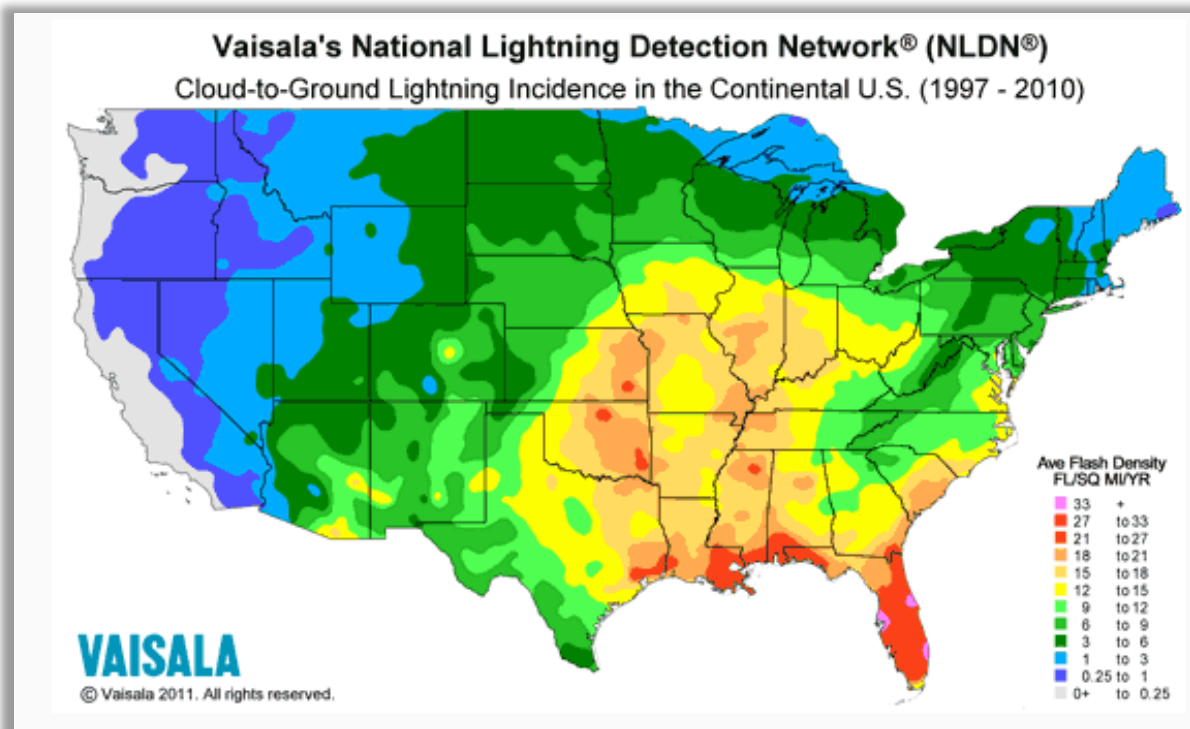


Figure 3 Cloud to Ground Lightning Incidence, Courtesy Vaisala

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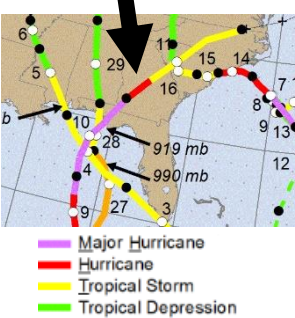
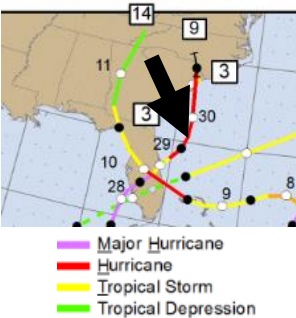
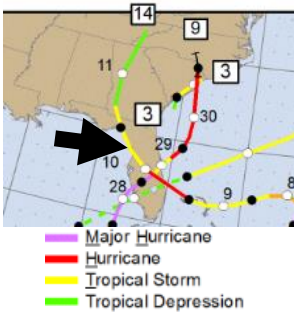
Name	Hurricane Michael	Hurricane Ian	Hurricane Nicole
Landfall	October 2018	September 2022	November 2022
Path			
Category	5	4	1
Florida Impact	Massive damage to the Florida Panhandle	Minimal Damage	Major Flooding (second latest hurricane in U.S.)
City Impact	The Department deployed one ALS Engine and one ALS Ambulance (Rescue) to the Florida panhandle. These were part of an Osceola County Engine and Rescue Strike Team	The City sustained little damage. This was mostly a wind and rain event.	The City sustained major flooding in several areas and numerous still water rescues were performed.
Department Operations Center Staffed	Yes	Yes	Yes

Figure 4 Recent Florida Hurricanes, National Hurricane Center

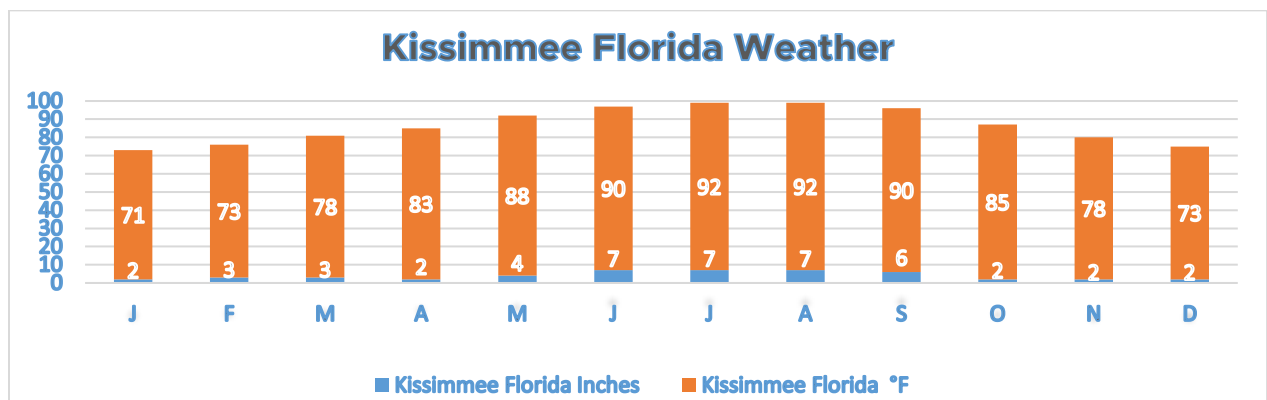


Figure 5 Temperature and Rainfall Chart

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Tornado Threat

According to the Climate Center at the Florida State University, truly destructive tornadoes are most frequently reported in Florida during the spring and summer; the most powerful usually strike in spring. Florida has the dubious distinction of having a higher frequency of tornadoes per 10,000 square miles than any other state. The coast between Tampa Bay and Fort Myers has a particularly high incidence, as do the western panhandle and parts of the Atlantic Coast. Except for severe tornados in 1966 and 1998, most tornados near Kissimmee have been less severe, in the EF2 range.

Flood Prone Areas of the City

According to the City's Storm Water Division, its storm water management system consists of six watersheds. Two watersheds, Shingle Creek, and Mill Slough are natural drainage systems. The remaining four watersheds are man-made and include Bass Slough, the East City Ditch, the West City Ditch, and the downtown culvert system. These man-made watersheds greatly improved the flood threat to the City. There are still a few low areas in the City as shown on the flood map. Minor flooding occasionally occurs but major flooding occurred during Hurricane Nicole in November 2022 in most of the shaded areas indicated on the map in Figure 6.

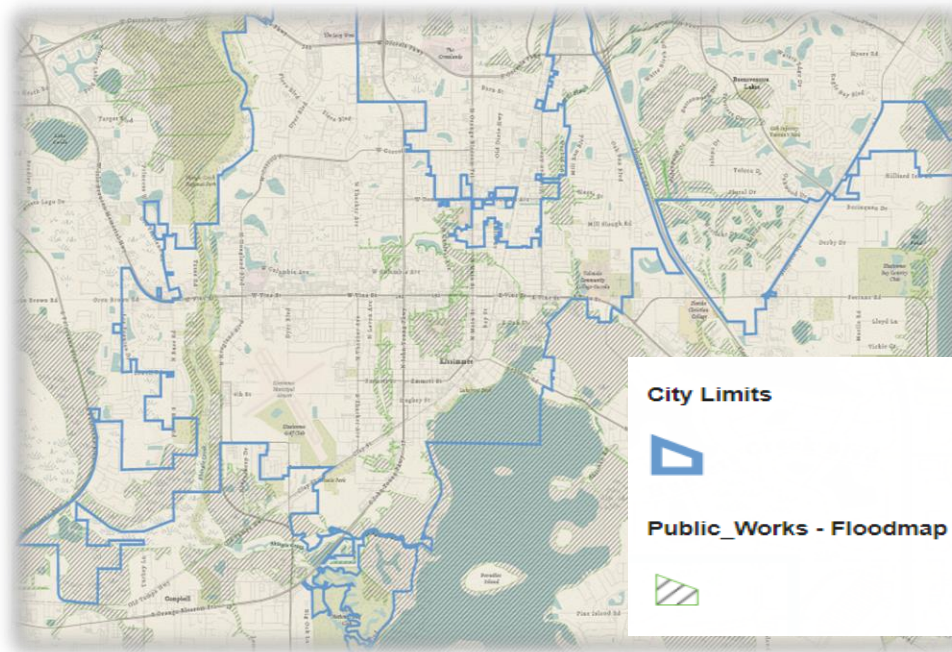


Figure 6 Kissimmee Flood Map, Courtesy City of Kissimmee

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Geography

According to the Florida Department of Environmental Protection, Florida geography consists of soft Florida limestone sitting on top of bedrock known as the Florida Platform. The soft limestone makes western Central Florida susceptible to sink holes, but they are not a significant issue in south Central Florida where the City of Kissimmee is located. The peninsula of Florida has the largest coastline in the contiguous United States.

Population, Demographics, and Development

The population of the City increased approximately 33.09% between 2010 and 2021. The City has a large Hispanic and Latino community making up 69.6% of the population. The average annual household income in Kissimmee is \$54,326. In the past three to five years, development of single family and 4-story mid-rise residential buildings has dramatically increased. This development has largely been in Fire Station 13 and 14's area.

Critical Infrastructures in the City (2A.9)

The City of Kissimmee Fire Department utilizes the Department of Homeland Security's definition of critical infrastructure. It is defined as the vast network of highways, connecting bridges and tunnels, railways, utilities, and buildings necessary to maintain normalcy in daily life. Transportation, commerce, clean water, and electricity all rely on these vital systems.

Transportation (2B.7)

The transportation section includes roads, rail, bus, and air travel. The rail service includes both freight service, Amtrak, and SunRail, the central area commuter train.

Area Roadways

The City is located between two of the major expressways in the State. Interstate 4 passes through Osceola County five miles west of the City and the Florida Turnpike cuts diagonally across Osceola County along the eastern edge of the City. U.S. Route 192 runs east and west through the middle of the City and provides direct access to Walt Disney World to the west, and the Atlantic coast to the east. Osceola Parkway serves as a major east-west corridor across the northern section of the

County. Two major north/south commuter roads through Kissimmee are John Young Parkway and Orange Blossom Trail.

Freight Rail Service

CSX provides rail lines that move freight service through the City. The 2021 CSX Transportation Hazardous Materials Density Study for the CSX Track Segment in the City has provided valuable information that has contributed to emergency response plans. The total 2021 hazardous materials traffic through the City was 695 loaded shipments including intermodal shipments (trailer or container on flat cars). Intermodal hazardous materials shipments are non-bulk and less than 55 gallon/package formats. The density report shows that thirteen products accounted for all hazardous materials traveling through the City by rail.

Passenger Rail Service

Amtrak and SunRail provide passenger rail service. Amtrak advised that approximately five hundred passengers travel through Kissimmee daily on their four trains (two northbound and two southbound). The Central Florida commuter train, SunRail advised that 25,000 commuters travel through the City daily on forty trains (20 northbound and 20 southbound).

Bus Service

The Lynx bus system provides local bus service in Central Florida and uses the Intermodal Station in Kissimmee as one of their Central Florida bases. The SunRail Intermodal Station is close to the Amtrak train station and the Greyhound bus station and is located near historic downtown Kissimmee.

Air Travel

The closest major airport is Orlando International Airport (OIA), located twelve miles northeast of the City. OIA has more than eight hundred scheduled flights by major airlines leaving daily.

The Kissimmee Gateway Airport is the closest general aviation airport to the Orlando Metro area. It is in the City of Kissimmee, just 8 miles south of Walt Disney World and 10 miles south of the Orlando/Orange County Convention Center. The airport has three full service fixed-base operators that serve the airport and a unique cluster of vintage “Warbird” aircraft businesses, including a

museum. The airport has emerged as a regional leader in aviation career education with three large flight schools, numerous smaller flight schools, an aircraft electronics (avionics) technician training school and an FAA approved airframe and power plant aircraft mechanic's school. There are two paved, lighted runways capable of handling the largest corporate aircraft (Boeing 737 BBJ). The runways are 6,000 and 5,000 feet



Figure 7 Kissimmee Gateway Airport

in length, have clean unobstructed approaches and are equipped with a Precision Approach Path Indicator (PAPI) lighting system as visual landing aids. An FAA maintained Instrument Landing System (ILS) serves runway 15. The airport has the 28th busiest air traffic control tower in Florida. Figure 7 shows an elevated view of the airport.

Waterways

Lake Tohopekaliga (Toho) and the Lakefront Park

Lake Tohopekaliga (Lake Toho) is a 23,000-acre lake that borders the eastern side of the City. It is known for bass fishing, airboat tours, and other forms of recreation. Along the northwest shores of the lake near the historic downtown area is the 27-acre Lakefront Park. Large-scale events and festivals occur at the park and many of them are listed in *Figure 8*.



Lakefront Park, Courtesy City of Kissimmee

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Event	Date	Event	Date
Movie in the Park (monthly)	October to March	March for Meals 5k	March
VIVA Osceola	October	Kowtown Festival	March
Boo! On Broadway	October	CAFA- Caribbean Festival	April
Veterans Day Parade (bi-annual)	November	PrideFest Kissimmee	June
Orlando Japan Festival	November	Juneteenth	June
Festival of Lights Parade	December	Monumental 4th of July	July
MLK Jr Unity Celebration	January	Fandom Kissimmee	September
Kissimmee 5k	February		

Figure 8 Lakefront Park Events

Shingle Creek

Approximately five miles of Shingle Creek borders the western side of the City. The creek begins in a swamp, to the north, in southern Orange County. This is considered to be where the northernmost headwaters of the Everglades begin. Much of the area around the creek are what is left of the natural area in northwestern Osceola County. There are several parks near the creek with amenities including picnic areas, canoeing, kayaking, and walking/jogging trails. Figure 9 shows the location of Shingle Creek and Lake Toho.



Shingle Creek

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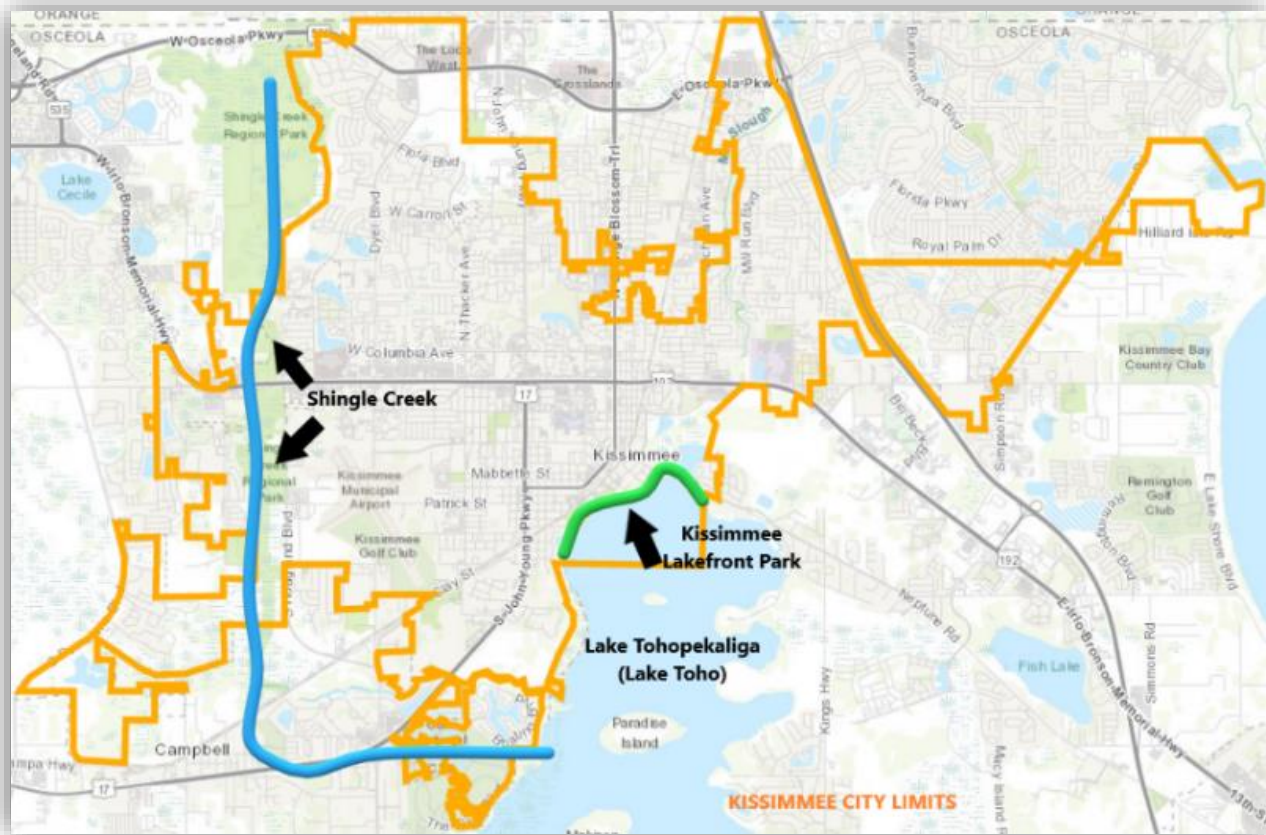


Figure 9 Shingle Creek and Lake Toho

City Trails

The City of Kissimmee is working toward creating an expansive trail system for walkers, bikers, and runners. The trail system combines routes through the urban core of the City and through Shingle Creek Regional Park. The two main paved trails in the City of Kissimmee are the Kissimmee Loop Trail and the Shingle Creek Regional Trail. Currently there are ten miles of completed trails in this project.

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Natural Gas Service

TECO Peoples Gas provides natural gas to the residents and businesses of the City. The natural gas received at the Central Florida gate station is measured and injected with methyl mercaptan. It is then distributed to customers through a distribution system of pipelines, mains, and service lines. Figure 10 shows the distribution gas lines for residential and commercial natural gas service in and around the City limits.

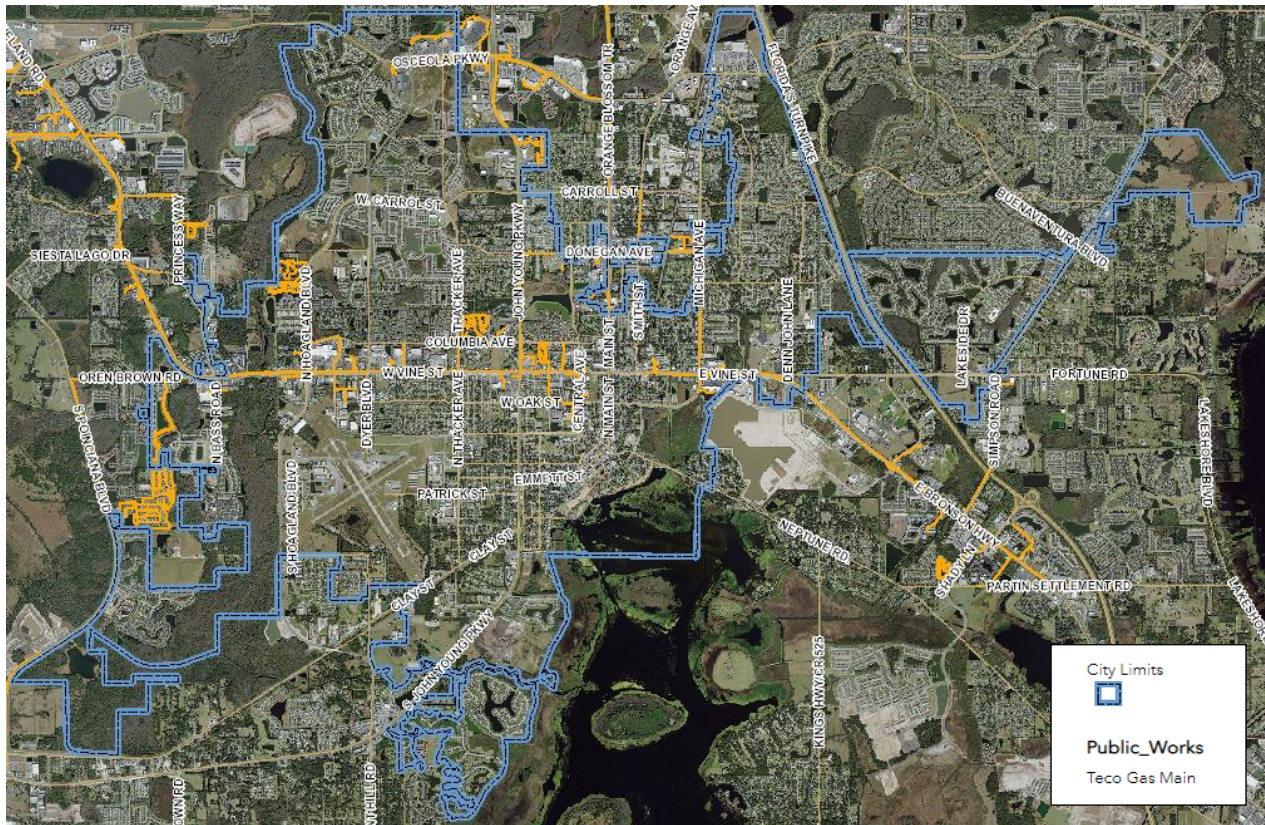


Figure 10 Gas Main Distribution, Courtesy City of Kissimmee

Pipelines

Figure 11 shows the approximate location, size, and products of the three companies who have transmission pipelines running through the City. Here is a list of the pipelines:

- Sabal Trail Gas Pipeline – This odorized high-pressure natural gas transmission pipeline ranges in size from thirty” to 36” starts in Alabama and travels through Districts 13 and 14.

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- Florida Gas Pipelines – These odorized high-pressure natural gas transmission pipelines range in size from eighteen” to 30” start in Texas and then is dispersed to all parts of Florida. It travels through Districts 11, 12, and 14.
- Central Florida Petroleum Pipeline – These transmission pipelines start at the port of Tampa and deliver jet fuel and diesel fuel to a location near the Orlando International Airport. One pipeline is ten” and the other is 16”.

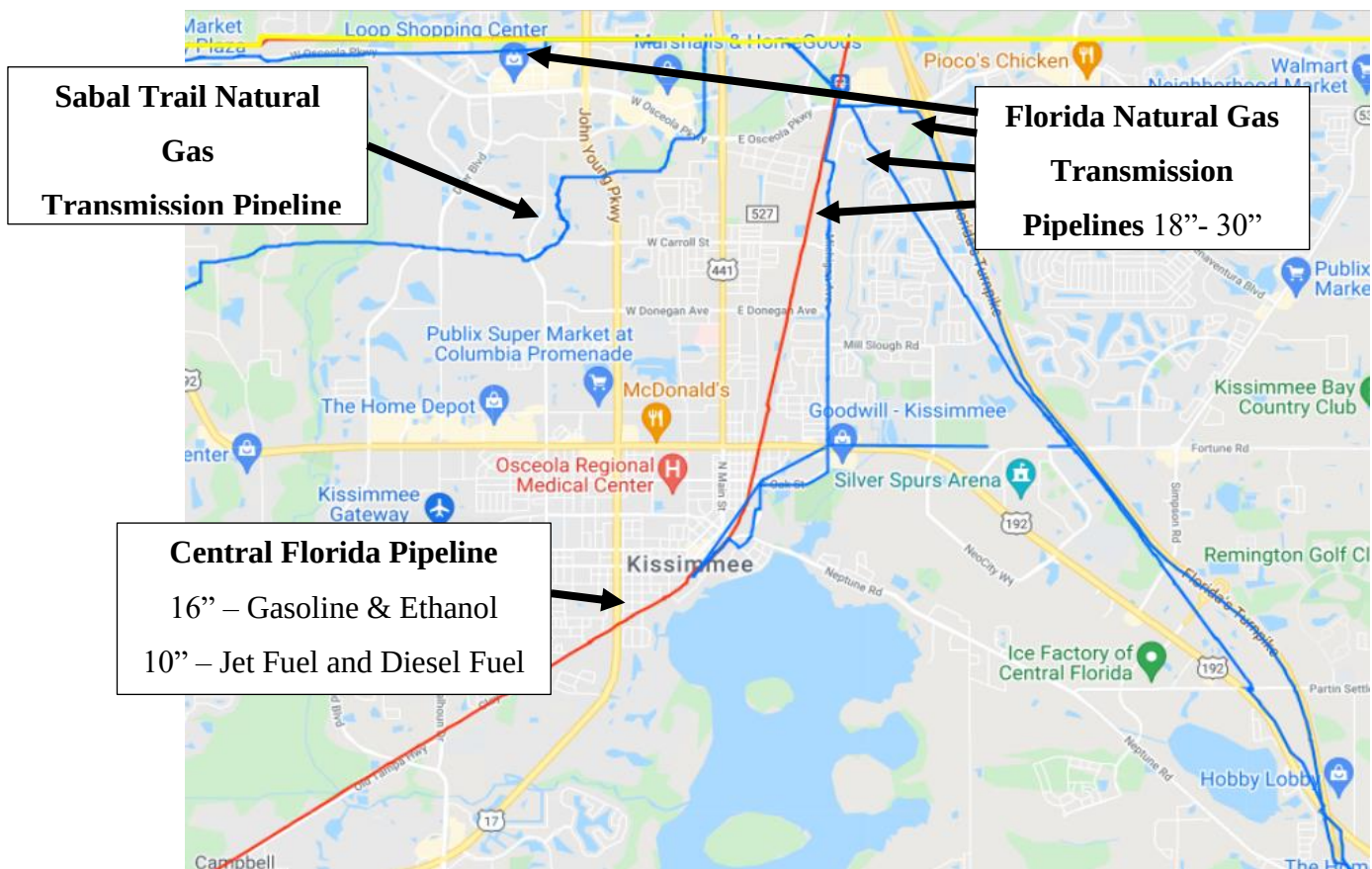


Figure 11 Transmission Pipelines through Kissimmee, Courtesy Pipeline Companies

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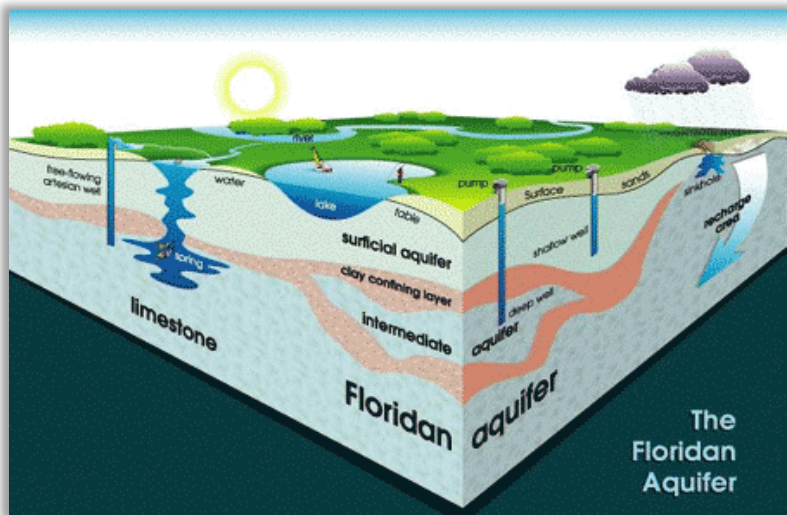
Solid Waste

The City's Public Works Solid Waste Division manages the City's solid waste collection services on eight fully automated routes, two fully automated yard trash routes and three bulk waste routes. The Division provides collection to more than 14,000 customers at all single-family residences and small commercial locations within the City limits. The Solid Waste Division oversees the commercial solid waste collection services in the City limits, provided by the franchised hauler, Waste Management.

Water System

Toho Water Authority (TWA) provides potable water for fire suppression and water consumption to the City of Kissimmee and the surrounding communities. TWA owns and operates thirteen water plants and 8 wastewater plants.

With a 400+/person workforce, TWA treats and distributes approximately 41.2 million gallons of potable water and reclaims 28.5 million gallons of wastewater each day. Underneath Osceola County lies one of the largest pristine reservoirs of fresh groundwater in the country, the Floridan Aquifer. Consistently high-quality water from this aquifer supplies all potable water for the Toho Water Authority water system. The aquifer is recharged by rainfall on the Lake Wales Ridge (US 27) in Osceola, Polk and Lake counties that is filtered through hundreds of feet of sand and rock in a natural cleansing process. The high-quality aquifer water requires little or no treatment other than aeration to remove hydrogen sulfide (rotten egg odor) and chlorine for disinfection. Figure 12 shows the location of the residential water mains and the more than 2800 fire hydrants in the City.



Compliments University of Florida

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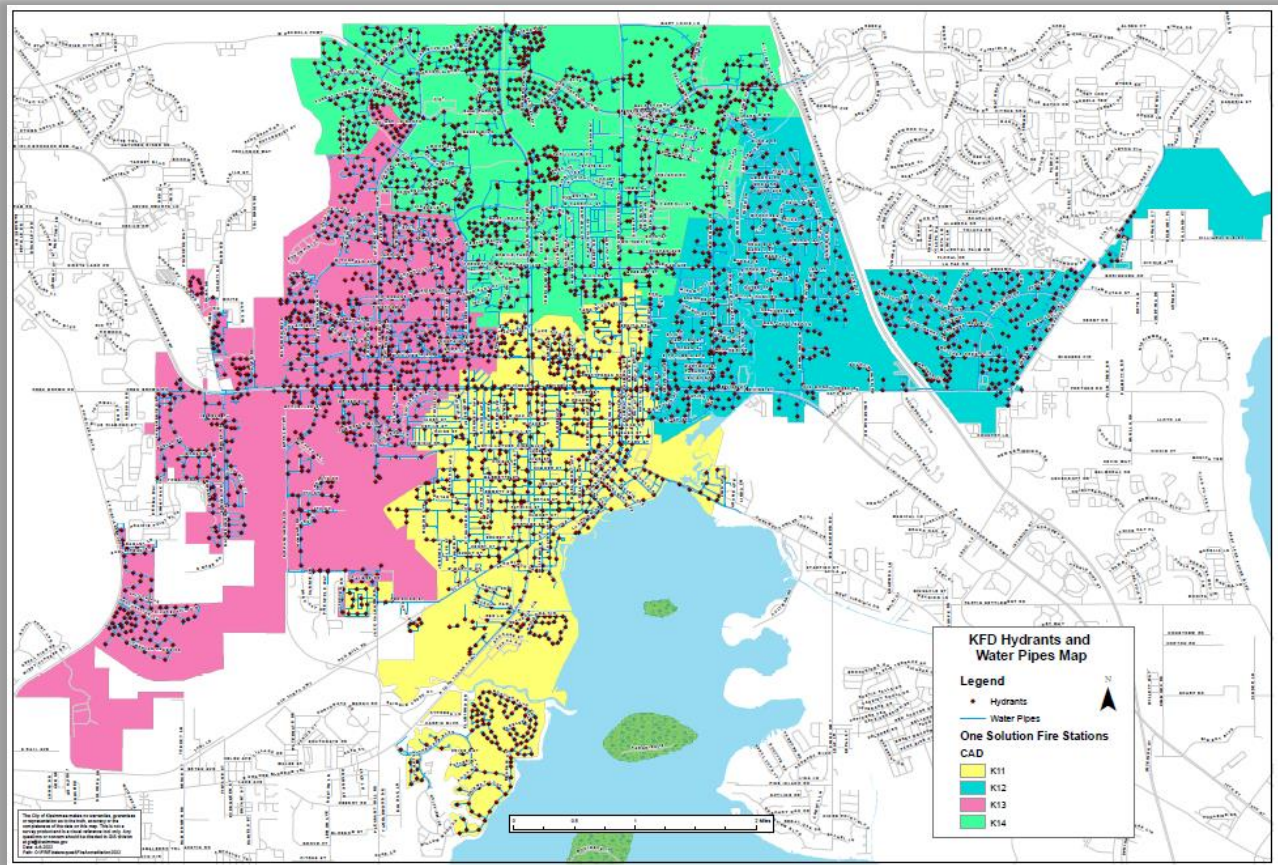


Figure 12 Water Mains and Fire Hydrants

Electric

The Kissimmee Utility Authority (KUA) owns, operates, and manages the municipal electric system established by the City of Kissimmee in 1901. Compared to the other municipally owned electric utilities, KUA is the sixth largest utility in Florida. KUA's 300 employees serve approximately 90,000 customers in Kissimmee and surrounding areas. KUA works with the Florida Municipal Power Agency (FMPA) to provide electricity through a complex electric grid. KUA maintains a staff around the clock to provide service for their customers including the fire department. Most of KUA's electricity comes from the Cane Island Power Plant located in Intercession City as shown in Figure 13.



Figure 13 Cane Island Power Plant, Compliments of KUA

SECTION 2 – DESCRIPTION OF THE DEPARTMENT

Legal Basis to Operate (CC 1A.1)

To date, several documents have been found dating back to 1902 that prove the City of Kissimmee provided infrastructure (1910) and fire protection for its citizens. Not until City Ordinance 604 (8/8/1972) were we able to find any organizational structure mentioned. This ordinance established a Fire Prevention Bureau under the direct supervision of the fire chief of the City of Kissimmee who then reported to the city manager. In 1998, City Ordinance 2234, Title II, Chapter 2-4 provided the legal authority for the Department as a principal administrative unit within the City's organization. It further stated that the fire department shall consist of the department head, who shall be the fire chief and was given the authority and budget to provide programs for prevention, suppression, and emergency rescue. State of Florida Title XII Chapter 180.20 provides this authority to municipalities.

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Fire Department Milestones

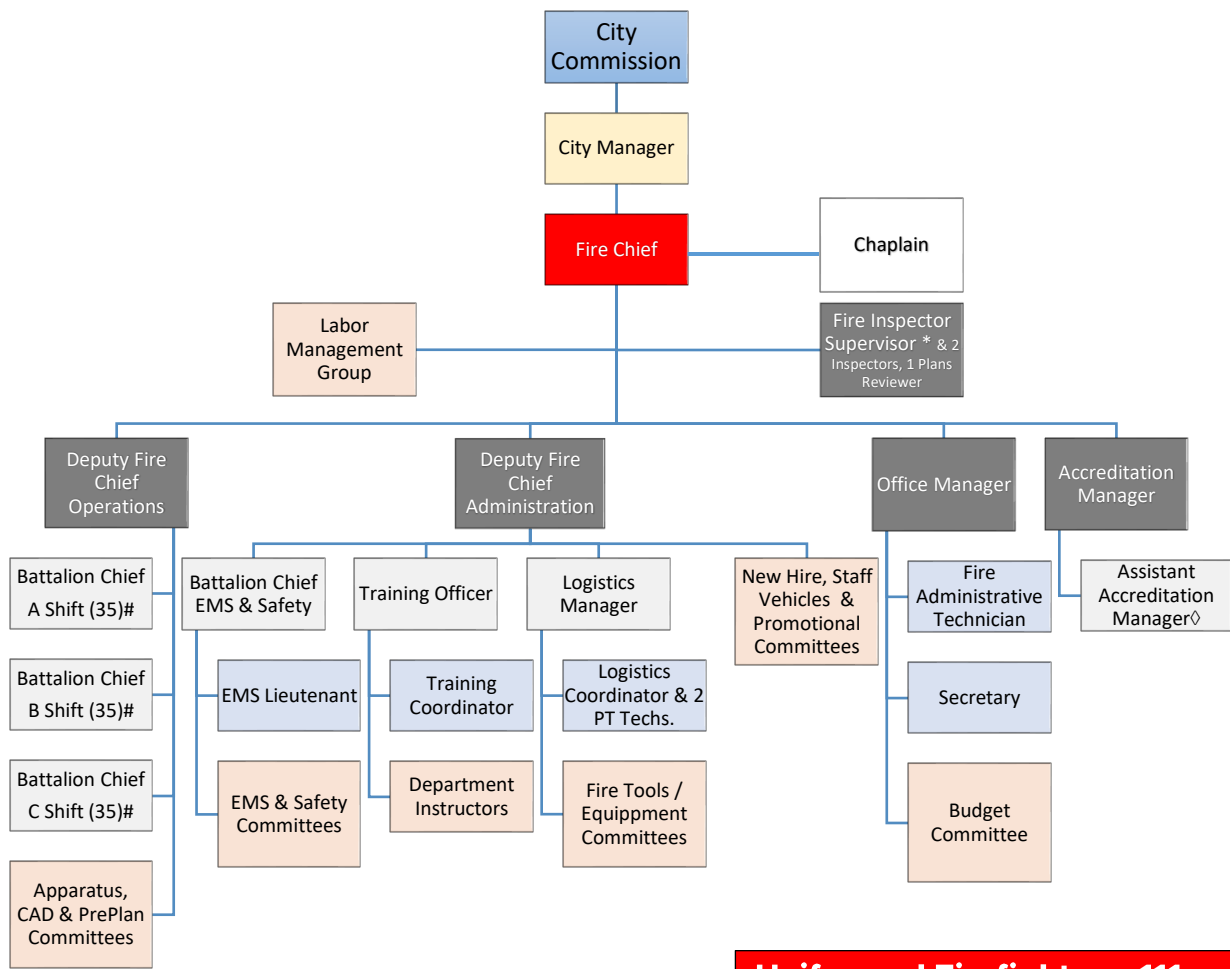
- 1909 – Department formed
- 1910 – Water works approved (elevated water tank and hydrants), (3) 500’ hose reels purchased, (3) small metal roof fire stations erected, requests for professional fire department
- 1912 – 1st American LaFrance engine purchased, and first paid employee/driver
- 1934 – New fire station erected
- 1947 – Ford hose and ladder truck and Chevrolet chemical truck purchased
- 1948 – New fire station erected
- 1967 – First modern-day fire station dedicated (old Station 11).
- 1975 – The Department’s 1923 American LaFrance engine discovered in airport hanger and restored.
- 1979 – Station 12 dedicated
- 1979 – EMS calls for service were added to the fire department PSAP (dispatch center).
- 1979 – ALS Care and EMS transport started
- 1981 - Kissimmee Police Department established 911 PSAP for fire, police, or ambulance.
- 1989 – Station 13 dedicated
- 2004 – Station 14 dedicated
- 2010 – Station 11 dedicated (old Station 11 was demolished)
- 2014 – Achieved Public Protection Classification ISO 1 for fire suppression

City of Kissimmee Fire Department Organizational Chart

(1A.5)

Figure 14 shows the Department’s organizational chart which is approved annually by the fire chief and city manager and is published as part of the City’s annual budget. The Department’s administrative staff shown below meets most of the needs of the Department. Additional staff are requested as needed through the budgetary process.

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Uniformed Firefighters: 111
Non-Uniformed Staff: 9

*Fire Inspection supervisor reports to fire chief on fire code issues only.
#Each shift maintains one battalion chief, six lieutenants, five engineers, and 21 firefighter/paramedics or firefighter/EMTs
◇The assistant accreditation manager is a shift lieutenant.

Figure 14 Department Organization Chart

Budget Process (CC 1B.1, 4A.7, CC 4C.1, 4C.3)

The goals and objectives in the strategic plan have short and long-term objectives that directly relate the Department's budget requests. The Department's mission, size, complexity and its goals and objectives guide the budget process and fine tune the allocation of resources. The provision of equipment, personnel, and other financial resources are reviewed annually by staff during the budget process to ensure that the Department is properly equipped, staffed, and funded. In addition to these resources, the Department budgets project asset maintenance and repair costs. The administrative structure of the Department is reviewed and approved by the fire chief and City leadership during the budget approval process. Given current and forecasted revenues, the agency has sustained the level of service adopted by the fire chief and City leadership.

City Manager / City Commission (1A.3)

The city manager is the chief executive officer of the City and reports to the city commission. The Department's annual budget is fine-tuned by the city manager and then approved by the city commission. As part of the annual budget process, the Department's top goals and objectives are included and approved in the budget process. This process, as well as the budget workshops, provide two of several avenues of communication between the governing body and fire administration. This serves as the formal approval of programs and services for all departments.

Fire Chief (1A.7)

The fire chief (Chief) is appointed by the city manager and serves as an executive-level department head in the City. He/she reports to the city manager and maintains an open line of communication with City senior staff and department heads through weekly department head meetings. The fire chief or designee also attends twice-monthly commission meetings. The Chief is responsible for the overall management of fire suppression, emergency medical services, special operations response activities, fire prevention, community education programs, and emergency management. He/she fosters teamwork on all levels and plans, implements, and reviews departmental short and long-range goals and objectives. He/she is the authority having jurisdiction (AHJ) over the fire code for the City. The fire chief also responds to major emergency incidents.

Office Manager

The office manager directs and manages administrative and clerical staff for the Department and performs routine to complex administrative work in support of daily operations. He/she reports to the fire chief and is considered part of the senior management team. The office manager provides a variety of responsible, confidential, and complex administrative support including analysis of the budget. He/she performs daily functions such as preparation of financial reports, budgets, and related analyses. The office manager maintains and updates a variety of files and records, including confidential documents. He/she oversees all financial matters of the Department including payroll, accounts receivable/payable, budget adjustments and transfers, purchasing and internal departmental audits. The office manager is the budget committee chairperson. He/she prepares city commission agenda items in a timely, accurate and comprehensive fashion.

Deputy Fire Chief of Operations

The deputy fire chief of operations (Operations Chief) leads the Operations Division of the Department and reports to the fire chief. He/she provides supervisory support and direction to the Department in all fire, special operations, and emergency medical functions. The Operations Chief also is responsible to purchase new apparatus and works with the City's Fleet Maintenance Division to ensure timely repairs of the fleet. The three shift battalion chiefs report to him/her on all administration and operational issues involving their personnel. The Operations Chief evaluates program and personnel performance and develops intervention strategies where appropriate. He/she develops and enforces standard operating procedures to ensure Department efficiency, productivity and compliance with all applicable policies, codes, statutes, laws and regulations, and standards of quality and safety. He/she participates in the development of the Department's capital and operating budgets. The Operations Chief is responsible for the apparatus committee, the special operations committee, and the tools and equipment committee. The Operations Chief assumes responsibilities of the fire chief when assigned. He/she responds to significant emergency incidents and assumes a leadership role in the incident command system.

Deputy Fire Chief of Administration

The deputy fire chief of administration (Administration Chief) leads the Administration Division of the Department and reports to the fire chief. He/she provides supervisory support and direction to the EMS/Health and Safety Bureau, the Logistics Bureau, and the Training Bureau. The Administration Chief is responsible for the development and timely revisions of Department policies and procedures. He/she is responsible for Department HR functions and conducts formal employee investigations following city & state & federal rules, laws, and regulations. The Administration Chief participates in the development and oversight of the Department's capital and operating budgets. He/she responds to significant emergency incidents and assumes a leadership role in the Incident Command System. The Administration Chief assumes responsibilities of the fire chief when assigned.

The Battalion Chief of EMS & Safety

The battalion chief of EMS & safety (EMS Chief) oversees the Department's EMS/Health & Safety Bureau and its functions and reports to the deputy fire chief of Administration. He/she provides supervisory support and direction to the EMS lieutenant who reports to him/her. The EMS Chief performs complex administration, technical, and planning work in the development and administration of a comprehensive emergency medical services (EMS) and health & safety program for the Department. This chief serves as the liaison to the medical directors, safety committee chair, compliance officer, and infection control officer. He/she orders all EMS supplies and oversees EMS billing. The EMS Chief ensures Department licensure compliance required by the Florida Department of Health and other regulatory agencies. The EMS Chief is responsible for the safety committee. He/she responds to significant emergency incidents and assumes a leadership role in the Incident Command System.

Training Officer

The training officer oversees the Training Bureau and reports to the deputy fire chief of administration. He/she provides supervisory support and direction to the civilian training coordinator, the Department's NFPA 1403 instructors, and other instructors when they are assigned to him/her. The training officer is responsible for managing, coordinating, organizing, and

supervising all aspects of training. He/she assists with promotional processes, the new firefighter hiring process, and recruiting firefighters. The training officer coordinates and schedules all training including supervisory programs and officer development. He/she supervises the Veterans Administration's "Probationary Firefighter Program." The training officer oversees the Department's on-line learning platform and maintains training records, the training resource library and lesson plans. He/she oversees the fire-related areas of the City of Kissimmee's Public Safety Training Center that include the burn building and tower that were dedicated in 2019.

Logistics Manager

The civilian logistics manager oversees the Logistics Bureau and reports to the deputy fire chief of administration. He/she provides supervisory support and direction to the civilian logistics coordinator and two civilian logistics technicians. The logistics manager is responsible for managing, coordinating, organizing, and supervising all aspects of personal protective equipment (PPE) and uniforms for recruit firefighters, active firefighters, and fire officers. He/she is responsible for budget preparation, the purchasing and maintenance of firefighting tools and equipment, and the purchase of facility-related equipment in conjunction with Public Facilities. The logistics manager oversees the inventory control, bookkeeping, and other administrative functions and ensures equipment compliance with OSHA and NFPA requirements. He/she conducts special projects and work method and feasibility studies. He/she also conducts cost analyses, making recommendations to improve existing services, introduces new services, improves cost effectiveness, or obtains greater utilization of equipment. The logistics manager is responsible for the PPE Committee.

Fire and Emergency Services Provided (CC 2C.1)

The Department provides emergency services as well as several non-emergency programs. The emergency services include fire suppression, emergency medical service (EMS), vehicle machinery rescue, confined space rescue, high angle rescue, hazardous materials mitigation, and response to aviation incidents. The non-emergency programs include public education and numerous fire prevention programs. All these services and programs are periodically reviewed and approved by the fire chief.

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Given the levels of risks, area of responsibility, demographics, and socio-economic factors, the agency has adopted a methodology for the consistent provision of service levels in all service program areas through response coverage strategies. The Department's current methodology for the consistent provision of all hazards service level includes its staffing and dispatch protocols. Dispatch policies and ProQA dictate the adequate response posture for a given emergency response. Staffing policies ensure that the Department maintains sufficient staffing levels to provide prompt efficient service (SOG 200.01 Staffing Assignments).

Fire Suppression

The fire department provides an ISO Class 1 public protection classification for fire suppression service to the citizens and visitors of the City of Kissimmee through four fire stations. The Department staffs three Class A pumpers (1500 GPM), one Tower truck (100 ft. aerial w/1500 GPM pump), and one Squad (1500 GPM rescue pumper). Five Rescues (ambulances) are staffed with firefighters and are outfitted to perform search, rescue, and other fire ground operations. A battalion chief responds to provide incident command to ensure tactical priorities are executed. A safety officer responds and is designated to oversee the safety of all personnel operating at an incident.



EMS

All Department fire and rescue apparatus can provide basic and advanced life support (ALS) to the community and its' visitors. Rescue units provide treatment and transport to local hospitals. Highly skilled personnel, dually certified as firefighters and paramedics or EMTs, provide patient care. These apparatus are equipped with state-of-the-art



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lifesaving equipment and supplies. All medical care falls under the auspices of the Osceola County Medical Director(s).

Vehicle Machinery Rescue (VMR)

The squad is a combination Engine and “toolbox on wheels” which performs safe extrication and disentanglement operations at the scene of incidents including vehicle accidents and those involving machinery. It also carries high angle (rope rescue) equipment and supplies to support confined space rescue. The state-of-the-art VMR equipment includes multiple types of hand tools, hydraulic tools, and lift bags. The tower truck also carries a large cache of VMR and high angle equipment to assist the squad on incidents and can handle many VMR incidents by itself if the squad is on another incident. All the Engines carry some VMR equipment including a battery-operated combination hydraulic tool and basic stabilization tools.



Confined Space

The Department maintains a special operation's trailer equipped with air monitoring meters, communication devices, and breathing apparatus to provide patient rescues in underground vaults, storage tanks, sewers or other confined space locations that may have poor air quality. The squad and the tower truck have enough confined space equipment to begin rescue operations until the arrival of the Department's special operations trailer. The Department is the primary confined space rescue responder to the City of Kissimmee and the Osceola County contract area.



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High Angle Rescue

The special operation's personnel receive advanced training at the technician level and can perform high angle rescues. The squad and tower truck carry the equipment needed for most high angle rescue needs in the City and surrounding areas. These trucks are equipped with rescue rope, rescue harnesses, descent equipment and other devices. The location of potential rescue sites in the City includes radio/cell towers, high-rise buildings or possibly sink holes. Many of the Department personnel are trained to the advanced technician level.



Hazmat Response

The Department provides operations-level hazardous materials response, and all Department firefighters are trained to the operation's level. They can assist in controlling and minimizing the spread of the release of hazardous materials. Establishing hazard zones, air monitoring, and damming/diverting hazardous materials are part of the operations-level training. The Osceola County Fire and EMS Department provides technician-level Hazmat response. The Department trains with them on establishing a Decontamination Group and operating the gross and technical decontamination process.



Trench Rescue

Currently Department firefighters are trained to the awareness level of trench rescue and initiate scene management, rescue non-entrapped patients, and assist technician-trained trench rescuers. Technician-level firefighters respond mutual aid to the City if needed from Orange County Fire Rescue. Special operations' firefighters are training to the technician level and in the future, the Department plans to implement technician-level response capabilities.



Aviation

The Department responds to various aircraft emergencies at the Kissimmee Gateway Airport and surrounding area. In addition to the standard fire and rescue apparatus, a large cache of foam is maintained on a vehicle at Station 11. A Department fire station is scheduled to open on airport property in 2024 with at least an Engine or Squad. In 2025, an aircraft rescue and firefighting (ARFF) vehicle is planned for the new station.



Community Risk Assessment Standard of Cover

Special Operation's Levels of Training and Response

Special Operations	Level of Training & Response		Notes
Vehicle Machinery Rescue	Operations	Technician	Over 90% of the firefighters at Station 11 (special operations station) are trained to the technician level of these disciplines and trench rescue.
Confined Space	Operations	Technician	
High Angle/Rope Rescue	Operations	Technician	
Trench	Awareness		Osceola County Fire Rescue or Orange County Fire Rescue provide the technician- level response for these incidents.
Hazardous Materials	Operations		

Fire Stations, Personnel and Apparatus

The City of Kissimmee Fire Department (Department) currently operates four fire stations. A fifth station is scheduled to open in 2024. Currently, the fire stations are staffed with 111 career personnel working a 24/48 schedule. Nine non-uniformed staff also provide a valuable contribution to the team. The minimum daily apparatus staffing of the four stations is twenty-seven uniformed personnel staffing five ALS transport Rescues, three Engines, one Squad (rescue engine), one Tower Truck, one battalion command vehicle, and one safety officer vehicle. Minimum staffing is three on fire apparatus and two on Rescues. In 2014, the Insurance Services Office (ISO) increased the City's public protection classification from a Class 2 to an ISO Class 1 rating. Figure 16 shows the apparatus, minimum/maximum staffing, and reserve apparatus at each station.



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Station	Apparatus	Staffing min.(max.)	Reserves	Station	Apparatus	Staffing min.(max.)	Reserves
Station 11	Squad 11	3(4)		Station 13			
	Tower 11	3(5)			Engine 13	3(4)	(1) Engine
	Rescue 11	2					
	Rescue 15	2			Rescue 13	2	(1) Rescue
	Battalion 1	1					
	Safety 1	1			Brush 13	Cross staffed	
	Event 1	Staffed with overtime					
	U-11 (Foam & Special Ops. Trailer)	Cross staffed					
Station 12	Engine 12	3(4)	(1) Engine	Station 14	Engine 14	3(4)	(1) Engine
	Rescue 12	2	(1) Rescue		Rescue 14	2	(1) Tower
Staffing		17-21				10-12	27-33 Total

Figure 16 Department Stations, Apparatus and Staffing

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Fire Station Boundaries and Response Area

The boundaries of the City of Kissimmee were most recently adopted on April 19, 2022, by the city commission (agenda item 4.B) when additional annexation occurred. The City maps are kept current by the Global Information Systems (G.I.S) staff of the City's Information Technology (I.T.) Department. The maps showing the current City boundaries are published on the City's SharePoint site.

Primary Service Areas (2A.1)

The two primary service areas for the four stations or districts in the Department are the City of Kissimmee boundaries (City Ordinance 1867, Article 1, Chapter 2, § 1, passed 12-08-1992/03-30-1993) and the Osceola County contract area (OCCA) adjacent to the northern most part of the City. The City's G.I.S. staff and the 911 Addressing Section of the Osceola County Sheriff's Office keep them updated. The 911 Addressing Section ensures the emergency service numbers (ESNs) are directed to the correct 911 Public Safety Answering Point (PSAP). The G.I.S. staff ensures that maps used by all City departments remain updated. The change in boundaries occurs most frequently when the annexing of properties occurs from Osceola County to the City. Figure 17 shows the Department's primary service areas and the four fire station districts.



Community Risk Assessment Standard of Cover

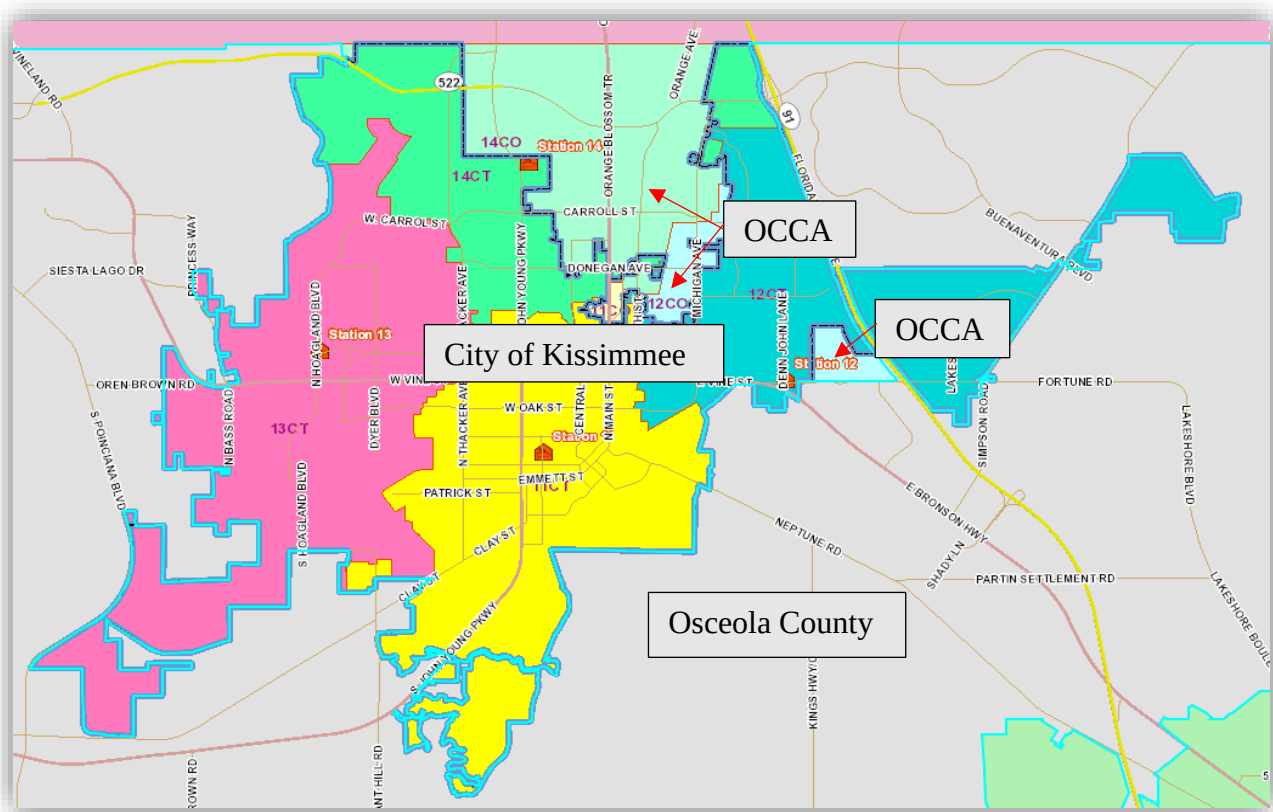


Figure 17 Kissimmee Fire Station Districts

Osceola County Contract Area (OCCA)

The Kissimmee City Commission and Osceola County Board of County Commissioners approved the OCCA per the *Inter-local Agreement between Osceola County Board of County Commissioners and the City of Kissimmee for the Fire/EMS Service for a Portion of Osceola County from Kissimmee Fire Station No. 14*. The document originally dated 11/01/2006 was last updated 03/8/2021. The ESNs for the OCCA are directed to the Kissimmee PSAP.

Secondary Service Areas and Interlocal Agreements (2A.2)

Figure 18 lists the interlocal agreements between the City of Kissimmee (COK) and Osceola County, City of St. Cloud, and Orange County for fire protection, EMS, and specialty services. In addition to the OCCA mentioned above, Osceola County provides automatic aid to a small area located in the southwestern part of the City of Poinciana Blvd. Figure 19 shows the Department's secondary service area surrounding the City limits and the OCCA.

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Interlocal (Mutual/Automatic Aid) Agreements		
Jurisdiction	Conditions	Adopted
Osceola County	Mutual aid as needed and if available and automatic aid to the City off Poinciana Blvd.	05/04/2004
Osceola County (OCCA)	Inter-local Agreement between Osceola County Board of County Commissioners and the City of Kissimmee for the Fire/EMS Service for a Portion of Osceola County from Kissimmee Fire Station No. 14.	11/01/2006
Orange County	Mutual aid as needed and if available	04/20/2004
City of St. Cloud	Mutual aid as needed and if available	10/19/1989
State of Florida	Mutual aid during disasters	02/21/2001

Figure 18 Interlocal Agreements

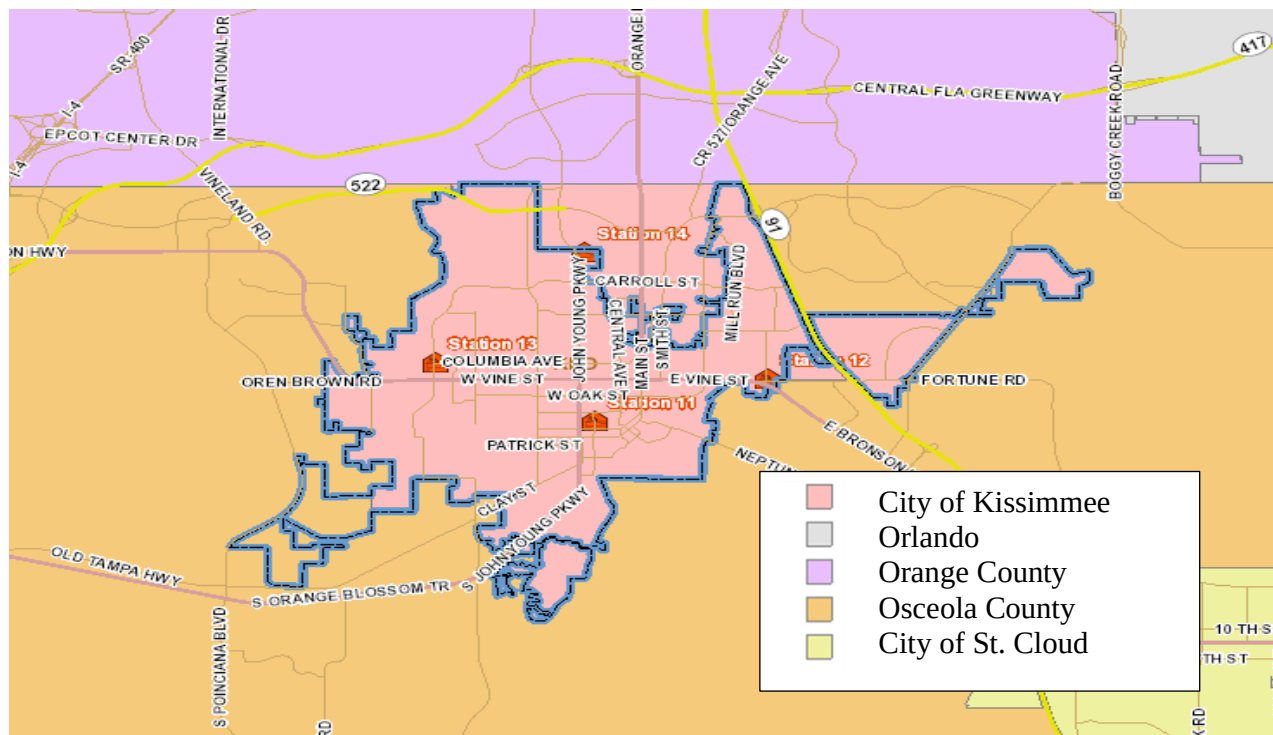


Figure 19 Fire Department Primary and Secondary Service District

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Community Risk Reduction Programs (2A.8)

Community Risk Reduction (CRR) is a newer term in the fire/rescue service and includes programs that provide knowledge and activities that lower risks in the community. In addition to emergency services, the Department also provides public education, fire inspections, building plans reviews, code enforcement, and advanced training to firefighter/paramedics. These programs are documented in various city and fire department software programs.

Public Safety Training Center

The Department proudly opened its new Public Safety Training Center in 2019. It consists of a five-story training tower, two live fire training rooms, a search and rescue area with movable walls, a simulated elevator shaft, a system-wide smoke generator and other features that can be used for confined space and high angle rope training.



Life Safety Bureau

The three fire inspectors are assigned to the City's Development Services Department and provide numerous services to the community. The fire prevention bureau delivers a comprehensive fire and life safety compliance and education program. This is done through construction plans review, development of site plans, annual inspections, permitted inspections, and public education.



Fire Inspection Program

The City of Kissimmee fire inspectors are certified by the state fire marshal and provided almost nine hundred inspections in 2021. These inspections included critical occupancies, new construction, underground water mains, above ground sprinkler systems, hood suppression systems, fire alarm systems and burn permits. The inspectors ensure buildings and systems are

Community Risk Assessment Standard of Cover

being maintained and confirm fire safety measures are being upheld for occupant and firefighter safety. They also identify corrective actions necessary to bring properties into compliance with applicable fire and life safety codes.

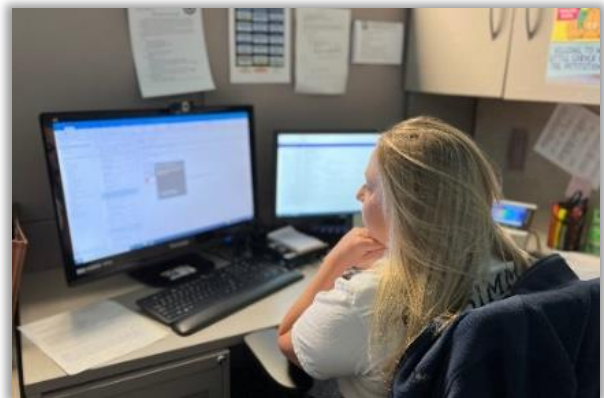
Fire Plans Review

The City fire plans reviewer, and the fire inspectors perform fire and life safety plan review on all new construction and occupancy changes. This occurs through the City's permitting process and ensures that the latest Florida fire prevention code and City ordinances are followed. The fire plans reviewer attends the Development Review Committee (DRC) meetings and reviews building site plans for the location of hydrants, fire mains, interior alterations, sprinkler systems, fire department connections (FDC's), etc. In 2021, 224 plan reviews were performed.



Fire Code Enforcement (CC 5A.2)

Code enforcement is an essential element of a fire prevention program. It incorporates the reduction of fire hazards that may pose a threat to life and property. The code enforcement program ensures compliance with applicable fire protection laws including the Florida Fire Prevention Code, Florida Administrative Code 69A, City ordinances, and Department objectives. The Florida Fire Prevention Code is adopted every three years. The current code is the seventh edition and was approved in 2020. An annual program appraisal is completed on its fire prevention program. The State Bureau of Fire



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and Arson Investigations of the Division of Investigative and Forensic Services performs fire investigations in the City when needed.

Fire Code Development

Occasionally the City's Fire Prevention Bureau determines that a new City ordinance needs to be developed or an existing City ordinance needs to be updated. The inspectors provide input using state and national fire code standards.

Life Safety Education

The fire inspectors, the training bureau, and the Department firefighters provide the Department's public education program. There was a decrease in this program due to the COVID pandemic but this important education it is getting back to pre-pandemic levels. The program includes these elements:



- **School Demonstrations**

Firefighters provide life saving information to school-aged children and demonstrate their equipment, gear, and apparatus.

- **Career Days**

Firefighters or staff attend these special days at area schools and clubs and provide future leaders with information about the career as a firefighter/paramedic.

- **Community Events**

Crews provide standbys and public education displays at numerous City events and provide public education and disseminate life safety materials.

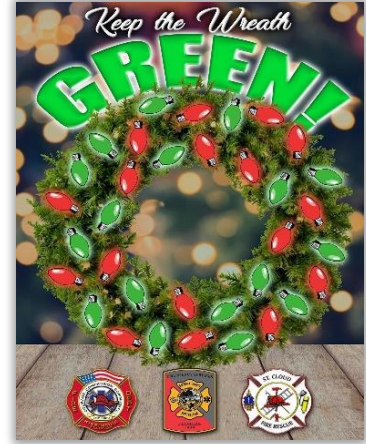
- **Social Media**

The Department PIO provides weekly social media safety tips to the community. Prior to every thanksgiving, the Department sends a social media public safety



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announcement (PSA) on the hazards of deep frying a turkey. Prior to hurricane season, the Department provides hurricane safety information at the annual Hurricane Expo and provides it at other community events throughout the year. To help target electrical fires, The Department participates in “Keep the Wreath Green” program urging the community to stay safe during the holidays, especially with lighting, electrical cords, and candles. Fire and health safety is taught at numerous schools and community events throughout the year. The Department’s #TUESDAYTIPS on its Facebook page promotes a variety of these and other targeted public education topics covering specific risks including heater safety, changing smoke alarm batteries, flood water safety, generator safety, and Halloween safety tips. The opportunity to schedule a fire inspection is also sent out on Facebook.



➤ **School of Government**

Local community members take part in a several week program and experience each of the City departments. During the fire department day, the residents experience many aspects in the day of a firefighter including extinguishing a fire with a fire extinguisher, providing medical care to a robotic training manikin, and learning about the tools and equipment on the apparatus.

➤ **Fire Station Visits**

Members of the community often stop by for a tour of the station and apparatus. Safety tips are often discussed at these visits.

➤ **Keep the Wreath Green**

The Department, along with St. Cloud Fire Rescue Department and Osceola County Fire Rescue & EMS Department, participate in the Keep the Wreath Green program. During the Christmas holidays, a wreath with green bulbs hangs on the front of each fire station. If there is a fire during the season, one of the green bulbs is removed and replaced with a red bulb. Therefore, the goal for the community is to remain safe during the holidays and keep the wreath green.

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➤ **Cooking Fires**

Due to an increase in kitchen fires a few years ago, the Department began a cooking fire safety campaign and continues to hand out safety material about this important topic.

➤ **American Red Cross Sound the Alarm Program**

The Department assisted the Red Cross with their Sound the Alarm Program prior to the COVID pandemic and is looking forward to continuing this partnership soon. The program installs smoke alarms into high-risk neighborhoods.

➤ **Hurricane Expo and Touch a Truck**

Osceola County Emergency Management sponsors this annual event. The City's fire inspectors and staff are on hand to teach residents about the hazards during hurricanes and hurricane preparedness.



➤ **Fire Safety Fest**

Fire Safety Fest is an annual collaboration

between the three fire departments located in Osceola County: St. Cloud Fire Rescue, City of Kissimmee Fire Department, and Osceola County Fire Rescue and EMS. All three agencies come together to promote fire safety in October which is fire prevention month. Visitors learn life-saving information and discover the community involvement of firefighters. Classes are offered such as basic first aid and the use of a fire extinguisher. A burn trailer demonstrates the difference between buildings having sprinkler systems versus ones that do not.

➤ **Fire Extinguisher Training**

The Department provides annual fire extinguisher training to the staff of Give Kids the World.



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➤ **Stop the Bleed Program**

Due to the increase in active shooter events on the national level, the Department educates City employees on how to use the medical equipment in the Stop the Bleed program. Stop the Bleed kits are installed in most City buildings near the AEDs.

➤ **CPR/AED Training**

The City offers CPR/AED training for all employees and AEDs are in most City buildings. Although the Department does not offer CPR/AED training to the public, the Department urges the community to take this life-saving class.

The Department greatly supports our local businesses who provide this valuable service. Cardiopulmonary Resuscitation (CPR) can prolong brain function after cardiac arrest and an automated external defibrillator (AED) can analyze a heart rhythm, deliver an electric shock (defibrillation), and help reestablish an effective heart rhythm.

Defibrillation must be completed within the first five minutes after cardiac arrest and in many cases; it takes first responders longer than that to arrive at the scene of emergencies.



Public Safety Answering Point (Kissimmee Police Department Communications Center)

The Kissimmee Police Department oversees the Communications Center for the City of Kissimmee. The Communications Center is the Public Safety Answering Point and answers emergency, and nonemergency calls for service 24 hours a day, 365 days a year. The Center dispatches police, fire, and emergency medical service incidents and is staffed daily with a minimum of six highly trained personnel on four 12- hour shifts. The center has thirty-seven authorized full-time positions. In



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addition to taking all 911 calls within the City boundaries and the Osceola County contract area, the center handles 911 rollover calls from the rest of Osceola County as needed. The professional staff provides quality service to citizens, first responders and other agencies. The center can alert the fire stations using the Motorola Call Alert system on both 800 MHz and VHF (back-up system). Osceola Radio Services provides technical support to the center.

Strategic Goals

These seven strategic goals/initiatives are outlined in detail in the Department's strategic plan. Each of these broad goals are assigned to a Division, Bureau, or Team in the Department. Numerous objectives are assigned to each goal and include completion timelines and the names of the personnel responsible for their completion. These goals and objectives will help achieve the mission of the Department and were developed using the input from both internal and external stakeholders. Throughout the implementation of the goals and objectives, the Department leadership can track their progress and address any obstacles that may arise.

1. Enhance the safety, health and wellness of Department personnel and maintain a strong EMS program. (EMS and Safety Bureau)
2. Distribute/maintain tools and equipment and continue to improve all fire facilities (Logistics Bureau)
3. Continuous improvement of fire, rescue and EMS Operations while maintaining efficient apparatus repair and scheduled replacements. (Operations Division)
4. Advance administrative effectiveness, accountability, and communications while maintaining fiscal responsibility (Administration Division)
5. Provide an effective Department-wide training program. Recruit and promote the best possible candidates. (Training Bureau)
6. Achieve and maintain International Accreditation through the Center for Public Safety Excellence (CPSE). (Accreditation Team)
7. Provide continuous improvement to the City's fire prevention program. (Fire Prevention Bureau)

SECTION 3 – COMMUNITY RISK ASSESSMENT

A community risk assessment (CRA) is critical in determining the hazards that exist in the community. These hazards not only include fire hazards but also include natural disasters, emergency medical, hazardous materials, and special operations such as high angle and confined space rescues. With these hazards come inherent risk to the residents and visitors of the City. A community risk assessment shows the degree of risk or danger and helps the City's emergency services determine the appropriate response to those hazards. Risk assessment must consider available resources, deployment models, and concentration of incidents in the assessment areas. A systematic methodology or clear set of instructions provides an efficient and effective CRA and ensures that future CRAs provide the same results. The City of Kissimmee Fire Department determines the amount of risk using the all-hazards approach.

Inputs that the Department uses to measure risk per planning zone includes this information:

- Geographic Information Systems (GIS)
- U.S. Census Block
- Computer-Aided Dispatch (CAD) data
- Incident types and historical incident data
- National Fire Protection Association (NFPA) Standards
- Survey of all response areas
- Information from internal and external stakeholders

The Department uses these factors when assessing risk:

- The likelihood of an incident occurring (probability)
- The severity of an incident to the community (consequence)
- Impact on the Department's response plan
- Ability to provide ongoing emergency service

Risk Assessment Methodology (2B.1)

For the community risk survey, the Department adopted the two-axis parabolic curve risk-assessment model (Figure 20). The model puts risk into levels of probability and consequence for each threat. The parabolic curve provides more flexibility than other models in determining category levels. The methodology is based on the numbers of similar types of incidents that occur in a specific level of risk and the consequences to the community. This model is used for both fire and non-fire risks.

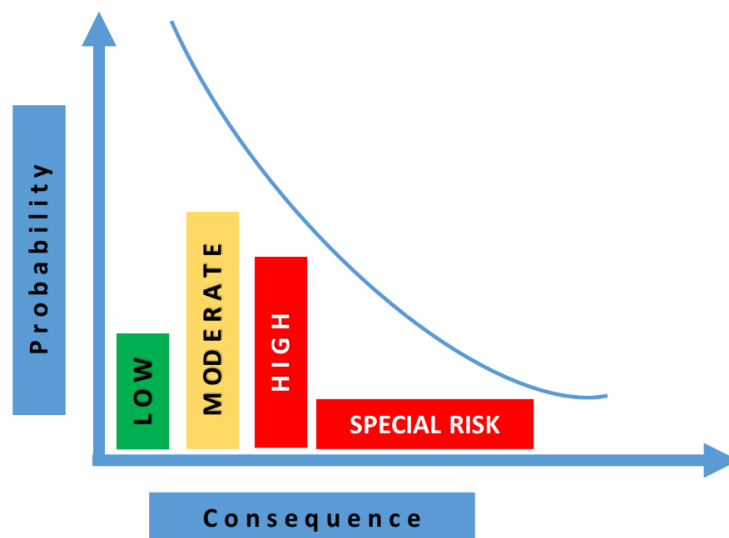


Figure 20 Community Risk Assessment Parabolic Curve (CPSE)

Community Risk Assessment Standard of Cover

Probability and Consequence Based on All Incident Types and Risk Category

Incident Type	Risk Category	Probability	Consequence
Fire (1-2 family, vehicle fires, other small fires)	Low	Moderate	Moderate
Fire (2-3 story)	Moderate	Moderate	Moderate
Fire (4+ stories)	High	Low	High
EMS (BLS patient)	Low	High	Low
EMS (stable ALS patient)	Moderate	Moderate	Low
EMS (unstable ALS or more than 1 patient)	High	Moderate	Moderate
VMR	High	Moderate	Moderate
Confined Space	High	Low	Low
High Angle	High	Low	Low
Aviation	High	Low	Moderate
HazMat	High	Low	High

Natural Disaster Risk

Hurricanes

According to Colorado State University, there are an average of fourteen named tropical storms of which seven are hurricanes. Annually, hurricane landfall occurs approximately 56% of the time in Florida. The impact from a major hurricane can have devastating effects on society, the economy, and infrastructure. Torrential rains can cause flooding from area rivers, lakes, and ponds. The worst inland damage is usually from the intense winds associated with a hurricane or tropical storm. The winds can cause major structural damage and road blockage from trees and other debris. Small tornados created by the hurricane wind speed can also cause similar damage. A systematic approach

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and support from many local, state, and federal agencies is often needed to assist in emergency response and mitigation to tropical cyclones (hurricanes).

Tornadoes

According to Florida State University, Florida has a higher frequency of tornadoes per 10,000 square miles than any other state. This is due to the high frequency of thunderstorms and tropical storms in the state. Tornadoes can be devastating, destroying anything in their path and can cause significant damage to structures and infrastructure outside of their path. Roof damage and shattered windows are common even for minor tornadoes. Like hurricanes, a systematic approach and support from many local, state, and federal agencies are often needed to assist in emergency response and mitigation of large tornadoes.

Flooding

According to the National Oceanic Atmospheric Administration (NOAA), Shingle Creek which runs through the southern and western areas of the City has reached flood stage 6 times since 2003. During flooding that occurred in 2017, the Department assisted Osceola County Fire Rescue & EMS with a large evacuation of a senior community. Hurricane Nicole, in 2022, caused significant flooding within the City due to the large amount of rainfall in a 48-hour period. Emergency evacuations were conducted in several areas due to high water inside of structures and roadways. According to the City, the primary threat of flooding results from the “ponding” of water during heavy storms. Flooding can result from overflow of small ditches and streams during significant storm events such as Hurricane Nicole. Much of the historical flooding in the City has been alleviated due to engineering and the construction of canals through the City making severe flooding a low risk.

Terrorism Risk

According to the U.S. Department of Homeland Security, the United States remains in a heightened threat environment. Public gatherings, mass transit, faith-based institutions, schools, racial and religious minorities, government facilities, government personnel, critical infrastructures, and the media are most at risk. In addition to violent attacks, cyber-terrorism is on the rise. Cyber-terrorism

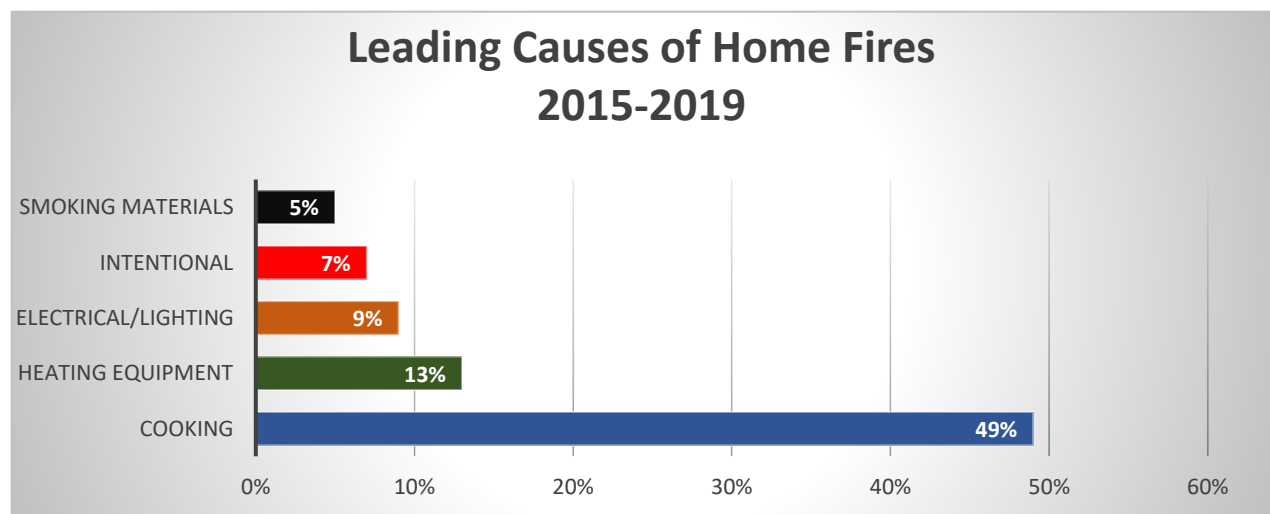
Community Risk Assessment Standard of Cover

involves the use of computers and information technology to cause disruption and fear. This form of terrorism could be a threat to our infrastructure having system-wide effects on communications, utilities, and emergency networks. High-risk areas for cyber-terrorism include railroads, airports, utility companies, banks, and companies involved with hazardous materials. The City of Kissimmee uses *Knowbe4* for their security awareness training.

The Need for Rapid Response to Fires – The Fire Problem in the U.S.

According to the National Fire Protection Association (NFPA), structure fires double in size every 60 seconds and the leading cause of home fires is cooking. During a five-year period, U.S. fire departments responded to an average of 346,800 structure fires per year. Annually, these fires caused approximately 2,620 civilian deaths, 11,070 civilian fire-related injuries and \$7.3 billion in direct property damage. Smoking materials, followed by cooking, were the leading causes of home fire deaths and the leading areas of origin for these deaths were the living room and the bedroom. There were fewer deaths in apartments and high-rise buildings because they are more regulated. The highest percentage of fire deaths were in the 55-75 age group. Here were the leading causes of home fires in the U.S. between 2015-2019:

Risk Categories for Structures (2C.3)



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1. **Low Risk** – Occupancies in this category have a low risk of fire with low relative consequences. Examples are one and two story family homes, small businesses, and small strip malls. The probability of a fire occurring are low due to the type of activities occurring there.
2. **Moderate Risk*** – Occupancies in this category indicate that the loss of life and damage to property could be increased. In small apartment complexes and garden apartments the number of potential occupants exposed to the risk may be high. However, the probability may be limited due to low to moderate probability of occurrence. Examples of moderate risk buildings are 3-story garden apartments and large occupancies such as warehouses and strip malls. Responses in this category may require more resources based on the magnitude of involvement.
3. **High Risk*** – Occupancies that fall into this category are at maximum risk. The loss of life could be high due to the number of occupants. This could be combined with either a high probability or high magnitude due to activities occurring at the location. The need for multiple alarms would be required in the event of a large fire. An example of high risk buildings are buildings that have four or more stories or large businesses where there are large quantities of combustible materials.



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4. **Special Risk*** – Although the occupancies in this category may not receive a high risk rating during a risk assessment, based on certain hazards or populations, they are assigned as a high risk. These occupancies are assigned special risks:

- a. Elementary schools
- b. Middle schools
- c. High schools
- d. Nursing homes
- e. Special needs homes
- f. Group homes or rehabilitation centers
- g. 24-hour psychiatric facilities
- h. facilities



Osceola High School, Compliments of cthsu.com

*Note: Detection and protection systems are often found in moderate, high and special risk categories and considered in the Department's response strategies. The Department considers these systems in some of its fire dispatch protocols. For example, a single engine is dispatched for a fire alarm and multiple units are dispatched for a fire alarm with water flow.

Also, commercial structures and multi-family occupancies are considered commercial fire responses which receive additional apparatus and most of these occupancies contain fire detection and sprinkler systems. Even though the structures have fire protection and detection systems, they may not be functioning, be out of the reach of the fire or may have been deliberately disabled.

Commercial Property CRA Methodology - Windshield Survey

(CC 2B.4, 2B.5, 2B.6)

In addition to the Department's current pre fire plans and fire flows from the Toho Water Authority, the Department performed a windshield survey using a modified version of the Federal Emergency Management Agency's *Risk, Hazard, and Value Evaluation (RHAVE) model* modified system. This system was used to rate the risk of commercial structures and was used in conjunction with other methodology for hazardous materials, EMS, and auto fire risks. The windshield survey was conducted in the thirteen planning zones (fire response polygons) of the City to develop the CRA. Several fire departments such as Jacksonville Naval Air Station, Winter Park Florida, Ocoee Florida, and Loveland-Symmes Ohio used a similar CRA methodology.

Although the Department has noted fire protection systems into its fire risk assessment, the risk category was not directly impacted. Several risk category formulas were analyzed with and without fire suppression systems as part of the risk scoring. Because the category rating only lowered the risk category of a few occupancies and deployment strategies would not be impacted, it was determined that fire suppression systems would not be included to determine the final risk category. Also, fire protection and detection systems may have been out of service or disabled.



Procedure for Updating the Commercial CRA Survey

1. The City's building department provides the accreditation team a quarterly list of all new occupancies. The accreditation team travels to the new occupancies, performs a risk assessment, and then updates the master spreadsheet. For properties in the Osceola County contract area (OCCA), Osceola County emails a quarterly report to the accreditation team with a list of the new or changed occupancies in the OCCA.
2. All commercial property is assessed for risk using these eight considerations:
 - a. Life Hazard (based on maximum number of occupants)

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Community Risk Assessment Standard of Cover

- b. Building Usage (probability of an occurrence based on occupancy type or activities conducted)
 - c. Community Impact (based on financial, historical, job, tax, or dollar loss)
 - d. Building Construction (based on speed and magnitude of fire spread and safety of first responders)
 - e. Hazard Index (complexity arrangement or layout of the contributes to the risk and may require additional resources based on the arrangement of the structure, could contribute to the fire load)
 - f. Number of Stories (contributes to the number of resources needed to mitigate, could effect the ERF)
 - g. Water Supply (helps determine the fire flow formula)
 - h. Square Footage (contributes to the quantity of the fire load)
3. Each consideration receives a score between one and three and all are added for a total score between eight and thirty.
4. Elementary schools, middle schools, high schools, nursing homes, special needs homes, group homes, and 24-hour psychiatric facilities are special consideration properties. They are assigned a high-risk score even if the score was less than 20. For tallying the scores on an Excel spreadsheet, ten additional points are given to each of the special consideration occupancies. Figure 21 shows the risk classification and the corresponding score.

Risk Classification Chart	
Low Risk	8 to 12
Moderate Risk	13 to 19
High Risk/Special Consideration	20 to 30

Figure 21 Risk Classification Chart

Community Risk Assessment Standard of Cover

5. The square footage of the structure(s) is determined using the measurement tool on [googlemaps.com](https://www.google.com/maps). The number of stories is factored into the measurement for accurate square footage.
6. An Excel spreadsheet showing the details and hazard risks of commercial properties in the City is in the shared folder on the primary Department network drive that all personnel can access. Low risk structures on the spreadsheet are boxed in green, moderate risk structures in yellow and high risk in red. Figure 22 is a sample of the Excel spreadsheet and color-coding.
7. KFD Form 0101 *Risk Assessment Form* is shown in Figure 23. This form is used during a windshield survey and to update the current risk assessment spreadsheet when the accreditation team is notified of a new occupancy. All Department firefighters have access to the form and can update any structure at any time.



Planning Zone	Street Number	Street Prefix	Street Name	Property Name/Description	Building Type	Sprinklered	Life Hazard	Risk Index	Community Impact	Building Construction	Property Layout/Access	Number of Stories	Water Supply	Square Foot	Square Footage Score	Special Consideration Score	TOTAL SCORE	Special Considerations/Notes
11A	2340	N	Orange Blossom Trail	New Start Thrift Store	Small Business	N	1	1	1	2	1	1	1	4,700	1		9	
12B	1130-1146	E	Donegan Ave.	Strip Mall	Mixed Use / Warehouse	N	1	3	1	2	3	1	1	17,800	3		15	
13B	2900		Dyer Blvd.	Flora Ridge ES	School	Y	3	3	3	2	3	2	1	85,000	3	10	30	School

Figure 22 Sample CRA Spreadsheet

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Community Risk Assessment Standard of Cover

Building Address				TOTAL SCORE	
Property Name				0	
Property Type					
Assessor Name/ID			Building Sprinklered? Y/N		
		SCORE			SCORE
<u>Life Hazard</u>	Criteria	0	<u>Risk Index (activities, storage)</u>	Criteria	0
High Life Hazard (> 100 occupants)	3		Industrial, High Life/Fire Hazard, HazMats	3	
Moderate Life Hazard (25-99 occupants)	2		Moderate Hazards, Moderate Fire Load	2	
Low Life Hazard (<25 occupants)	1		Office, Business, Residential	1	
<u>Community Impact</u>	Criteria	0	<u>Building Construction</u>	Criteria	0
Severe Impact (hospital, irreplaceable, historical)	3		Combustible (NFPA Type 4 and 5)	3	
Moderate Impact (high casualty, job/tax/dollar loss, food store)	2		Limited Combustibility (NFPA Type 3)	2	
Minor Impact(minor casualty / family loss)	1		Non-Combustibility (NFPA Type 1 or 2)	1	
<u>Property Layout / Access</u>	Criteria	0	<u>Number of Stories</u>	Criteria	0
Complex, Multiple, Industrial, Special, Gas Station, Lg. Strip Malls	3		3 or more stories (or 40 feet high or more)	3	
Moderate Business, Strip Mall more than 4 Occupancies	2		2 story building	2	
Simple/Stand Alone Business, Residential	1		Single story building	1	
<u>Water Supply (<600')</u>	Criteria	0	<u>Square Footage</u>	Criteria	0
0-1 Hydrants (<1000gpm)	3		15,000 or more	3	
1 hydrant (>1000gpm)	2		7,501 -14,999	2	
2 hydrants (1000gpm or over)	1		7,500 or less	1	
SPECIAL CONSIDERATION NOTES					
Circle Hazards that Apply: EMS HazMats/Chemicals High Angle Confined Space					
Elementary, Middle and High Schools, Nursing Homes, Group Homes, 24 Hr. Psychiatric Facilities		Consider all of these high risk 10 points)		(add	Special Risk SCORE
					0
Notes:					

Figure 23 Department's Commercial Risk Assessment Form

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Community Risk Assessment Standard of Cover

Residential Fire Risk Assessment Methodology

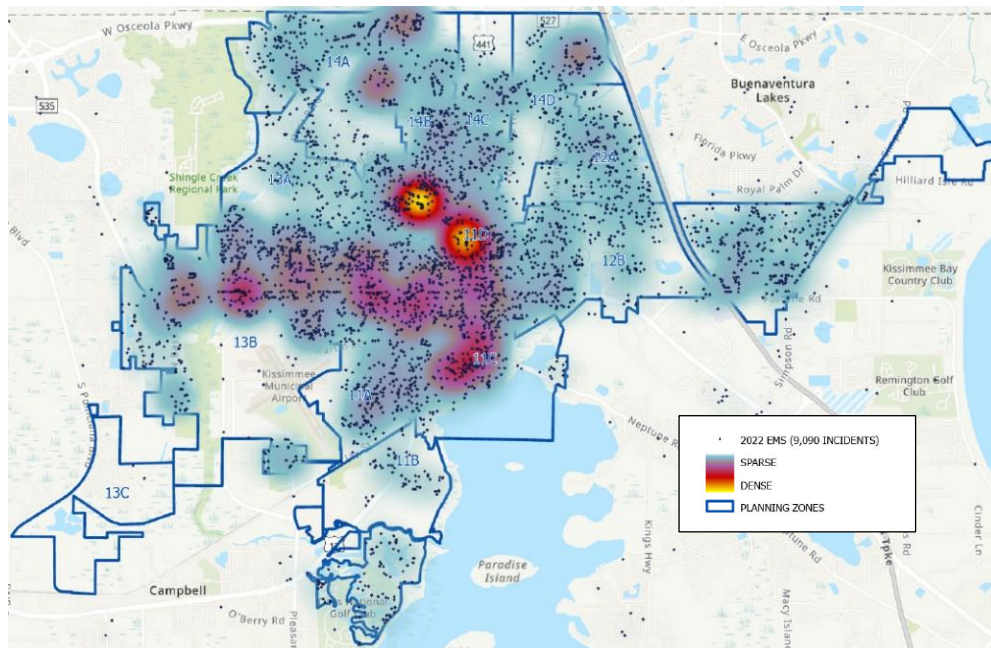
NFPA 1710 was used to determine the residential fire risk assessment model.

1. **Low Risk** – One-and two-family residential homes and one-story apartments in the City and the Osceola Contract Area
2. **Moderate Risk** - Two-and three-story apartments
3. **High Risk** – Four-story (mid-rise) buildings and five stories or above (high-rise)

Emergency Medical Services Risk Methodology

These types of incidents can happen anywhere in the City, so the risk categories are determined by the severity of the patient(s) using ProQA and to determine the prescribed unit(s) response(s). EMD NAE-OMG 13.3.191 Response Configurations 12.13.22 (003)

1. **Low Risk** – Emergency or nonemergency responses, single patient; one Rescue response.
2. **Moderate Risk** – Emergency response, single ALS patient; Engine and Rescue response.
3. **High Risk** – Emergency response, one or more ALS patients, all medical and trauma alerts, mass casualty incidents; Engine, Rescue, and safety officer response is a minimum.



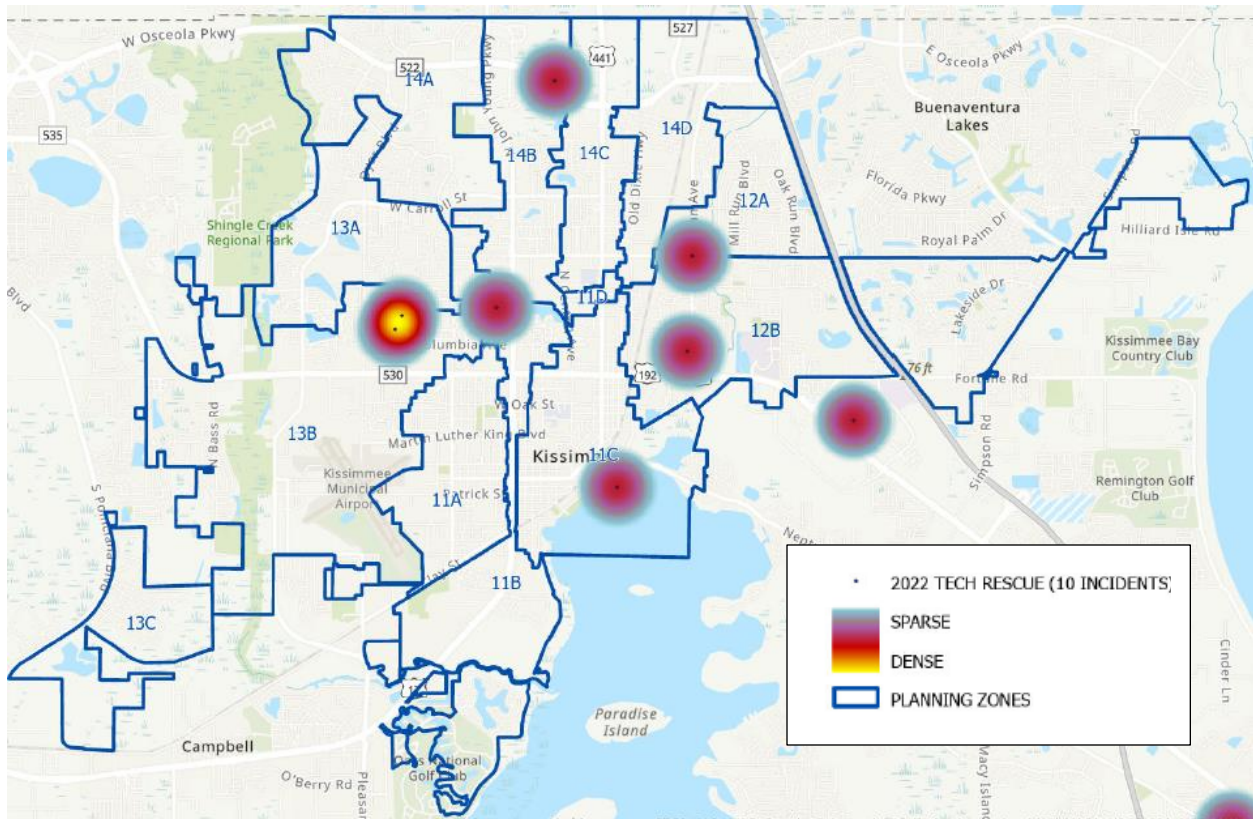
2022 EMS Incidents

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Technical Rescue Operations Risk Methodology (VMR, Confined Space, Rope Rescue)

All technical rescue disciplines are considered high-risk incidents. These types of incidents can happen anywhere in the City and historical data was used to help determine their probability and location. They require specialized resources and staff with specialized training. The Incident Command System (ICS) is implemented on these types of incidents requiring an incident commander and a dedicated safety officer.



2022 Technical Rescue Incidents

VMR Risk Methodology Based on Historical Data

These are low probability and usually high-risk incidents. These events most often occur at various intersections along the heavily traveled and higher speed roads in the City including Route 192, Osceola Pkwy., John Young Pkwy., Main Street/Orange Blossom Trail, and Michigan Ave. On some incidents involving motor vehicles, a “door pop” using a hydraulic tool is required to free the

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Community Risk Assessment Standard of Cover

occupant(s) and were not considered in the data. High-risk VMR incidents involve detailed vehicle extrications performed by a special operations team from the squad or tower truck. Among all of the technical rescue operations performed in the City, VMR has the highest frequency of occurrences.



Confined Space Risk Methodology Based on Historical Data

These are low probability and usually very high-risk incidents. Confined spaces are areas that are entered for repair, inspection, and maintenance, but they are not designed for an employee to work in for extended periods. These types of events would occur where utility work is being performed in underground vaults, storage tanks, sewers or other confined space locations that may have poor air quality. Toho Water Authority (TWA), City of Kissimmee (COK) Public Works (COKPW), and its contractors perform year-round confined space entries in the City and surrounding area. Between 2019 and 2021, TWA performed numerous confined space entries and the COKPW performed 13. Other contractors perform confined space entries to install and repair fiber optic, telephone, and electrical lines. The state of Florida does not require confined space permits and Florida is not an OSHA state.

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Community Risk Assessment Standard of Cover

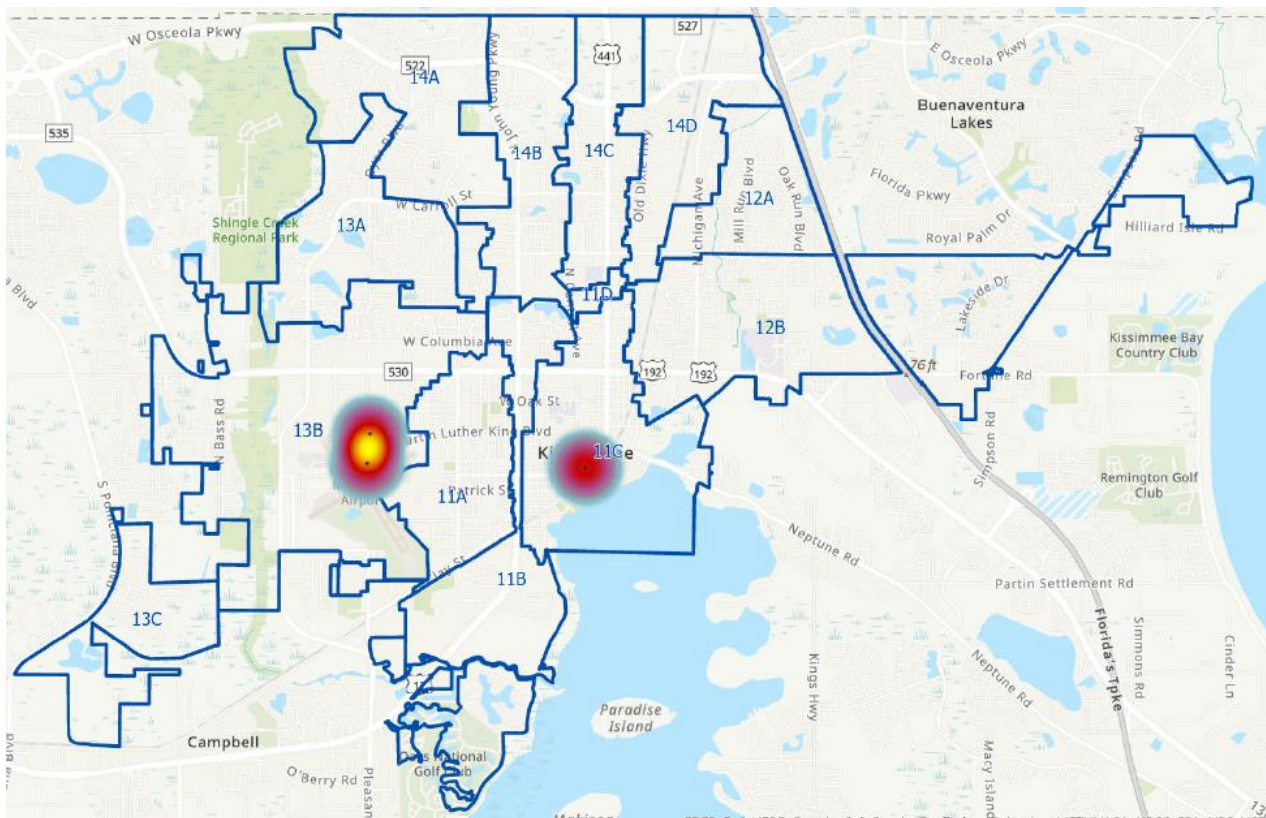
High Angle Risk Methodology Based on Historical Data

These are low probability, high-risk incidents. These events most often will occur at cell/radio towers, midrise/high rise buildings, amusement rides, elevator shafts, and construction sites.



Aircraft Emergency Methodology Based on Historical Data

These are low probability, high-risk incidents. These events most often have occurred at the airport or just off the airport property during take-offs and landings and usually involve small single engine aircraft.



2022 Aircraft Incidents

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Hazardous Material Risk Methodology

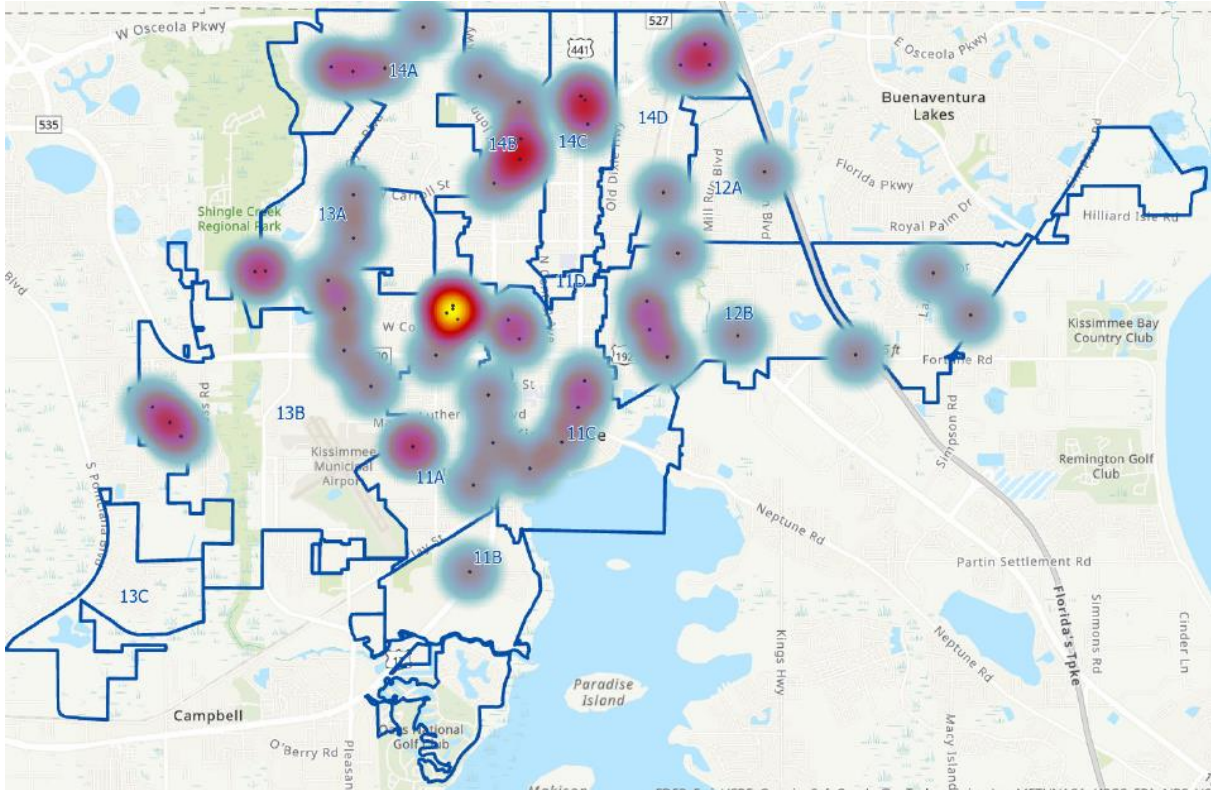
Numerous hazardous materials are transported by rail and on many of the roads in the City and surrounding areas. During the windshield survey, buildings containing hazardous materials were noted and results were shown in the planning zone sections of this document. Historical data shows that most responses by the Department are to CO alarms (Low) and Natural Gas/Liquid Propane (LP) odors (Moderate) in structures.

1. **Low Risk** – The release of less than 25 gallons liquid or less than 50 pounds solid of a “known” hazardous material with no deaths or injuries. Department resources can handle the incident. Dispatched as HazMat Level 1. Reports of Carbon Monoxide detector activations in occupancies with Natural gas or LP are also considered low risk.
2. **Moderate Risk** – The release or potential release of a known or unknown hazardous substance with no deaths and may have some minor injuries. Requires a mutual aid hazardous materials team. Dispatched as HazMat Level 2. Reports of an odor of natural gas or LP in a structure require a multiple unit response with a potential for high hazard.
3. **High Risk** – the spill, release, or potential release of hazardous substance with an associated fire, explosion, or toxic/corrosive cloud. Injuries or deaths may have already occurred. Only the on-scene incident commander can determine if the incident is a high-risk hazmat Level 3, which is a critical incident, or a HazMat Level 4, which exceeds local resources.



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Community Risk Assessment Standard of Cover



2022 Hazmat Incidents



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SECTION 4 – PLANNING ZONES

(CC 2A.3, 2A.6, 2B.2, 2B.3, 2C.7)

The four fire station response districts are divided into thirteen response polygons. These polygons indicate the response posture (order of closest responding station) of the fire and rescue apparatus by mileage from the four fire stations. This includes the City limits and the surrounding area. These thirteen response polygons are being used as our planning zones due to the ease of obtaining incident statistics. For the purpose of the CRA, the thirteen polygons were labeled with their district number (11, 12, 13, 14) followed by an arbitrary alphabet letter. District 11 has four planning zones, District 12 has two, District 13 has three and District 14 has four. Figure 24 shows a map with the thirteen planning zones.

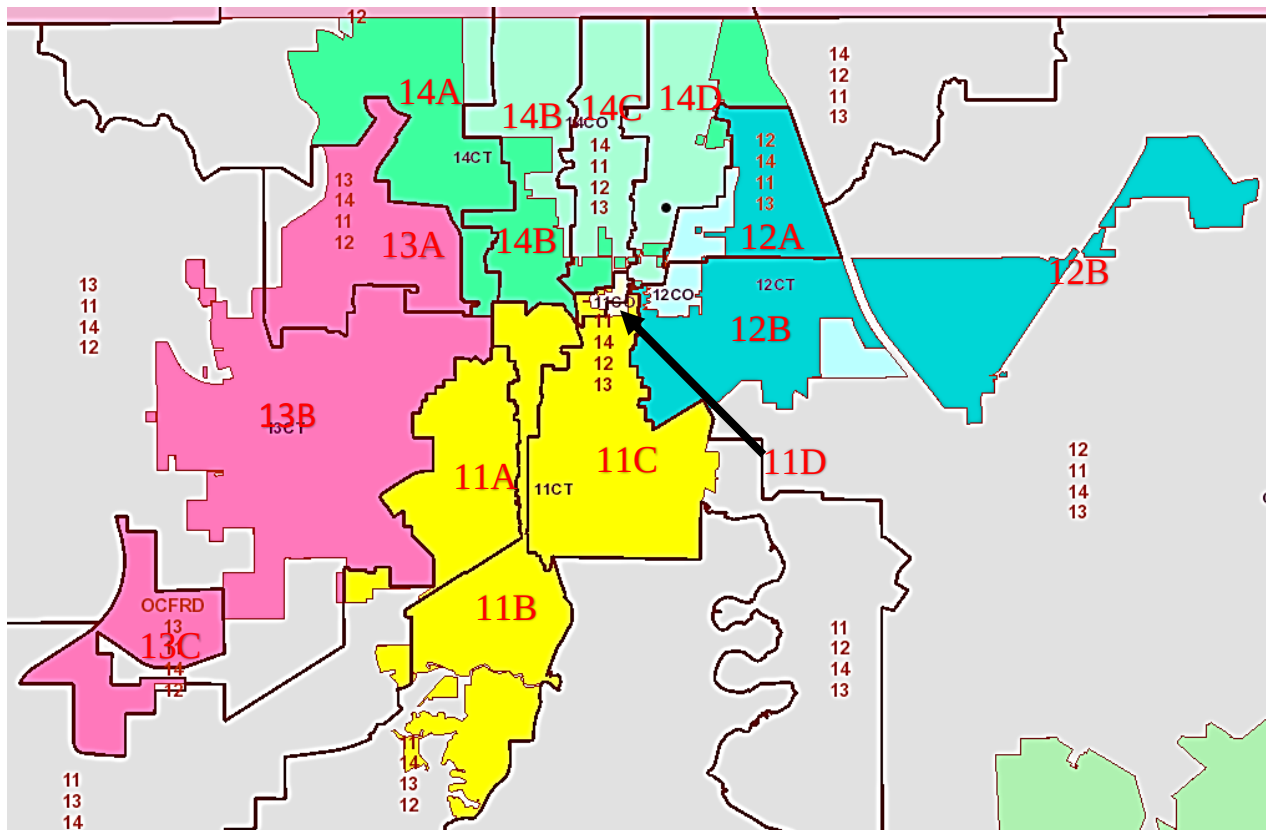
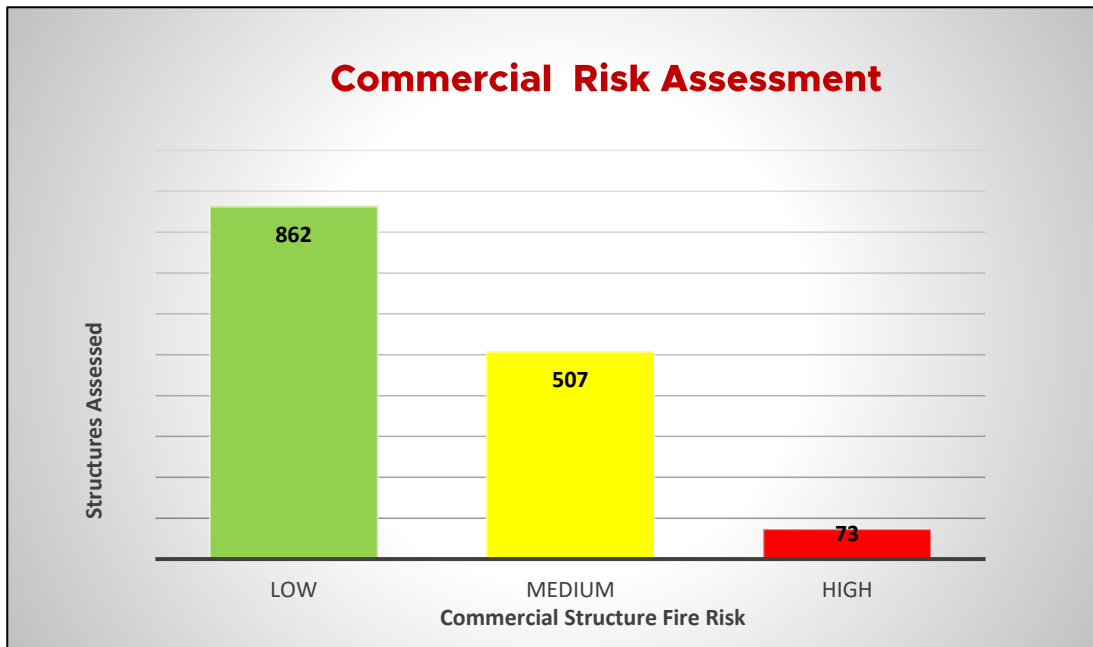


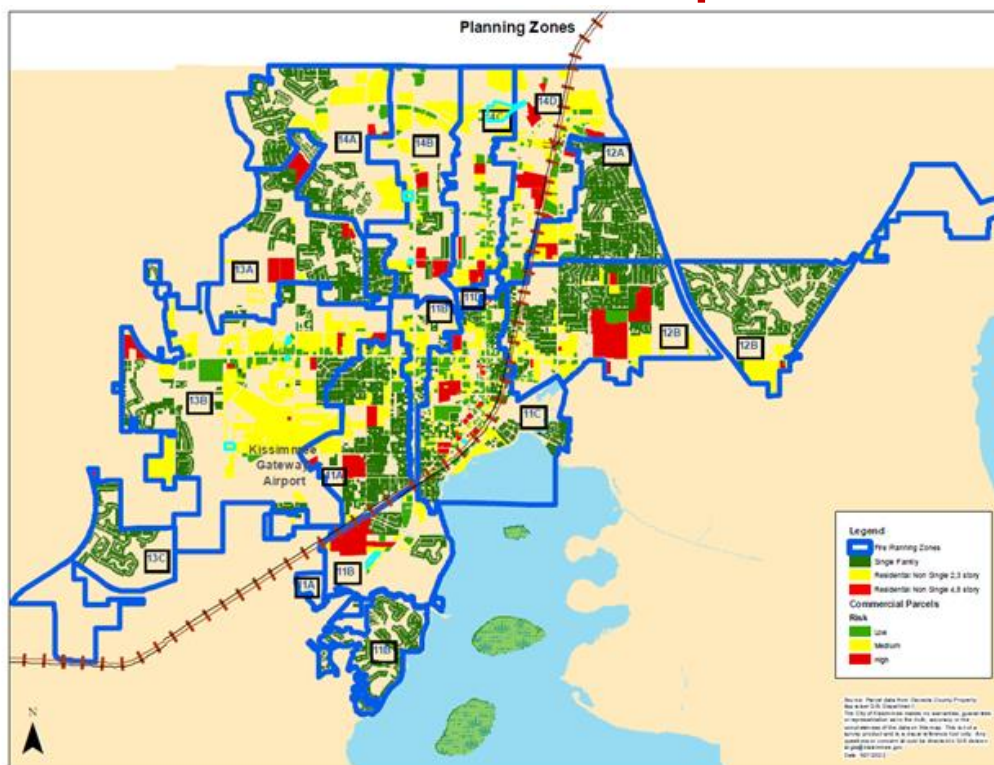
Figure 24 Community Planning Zones

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City-Wide Risk Assessment – Commercial Occupancies

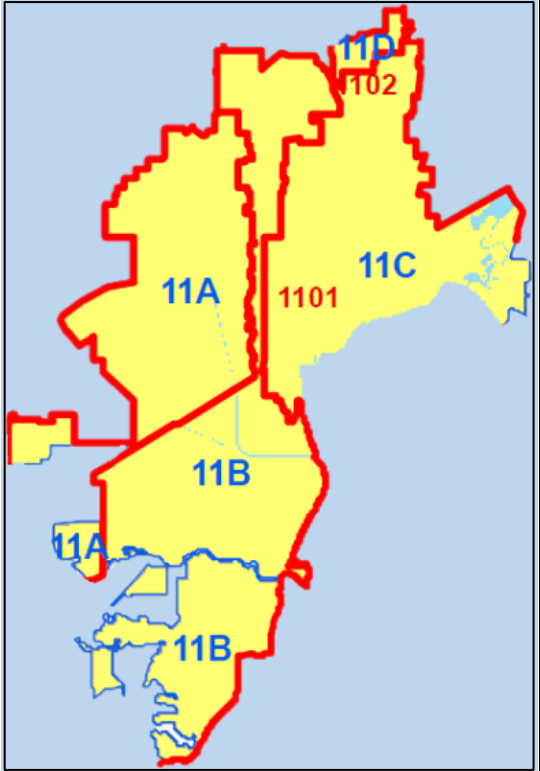
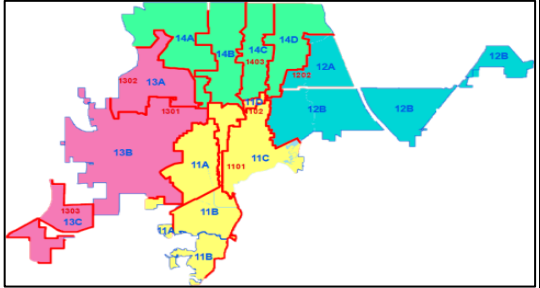


City-Wide All Hazards Risk – All occupancies

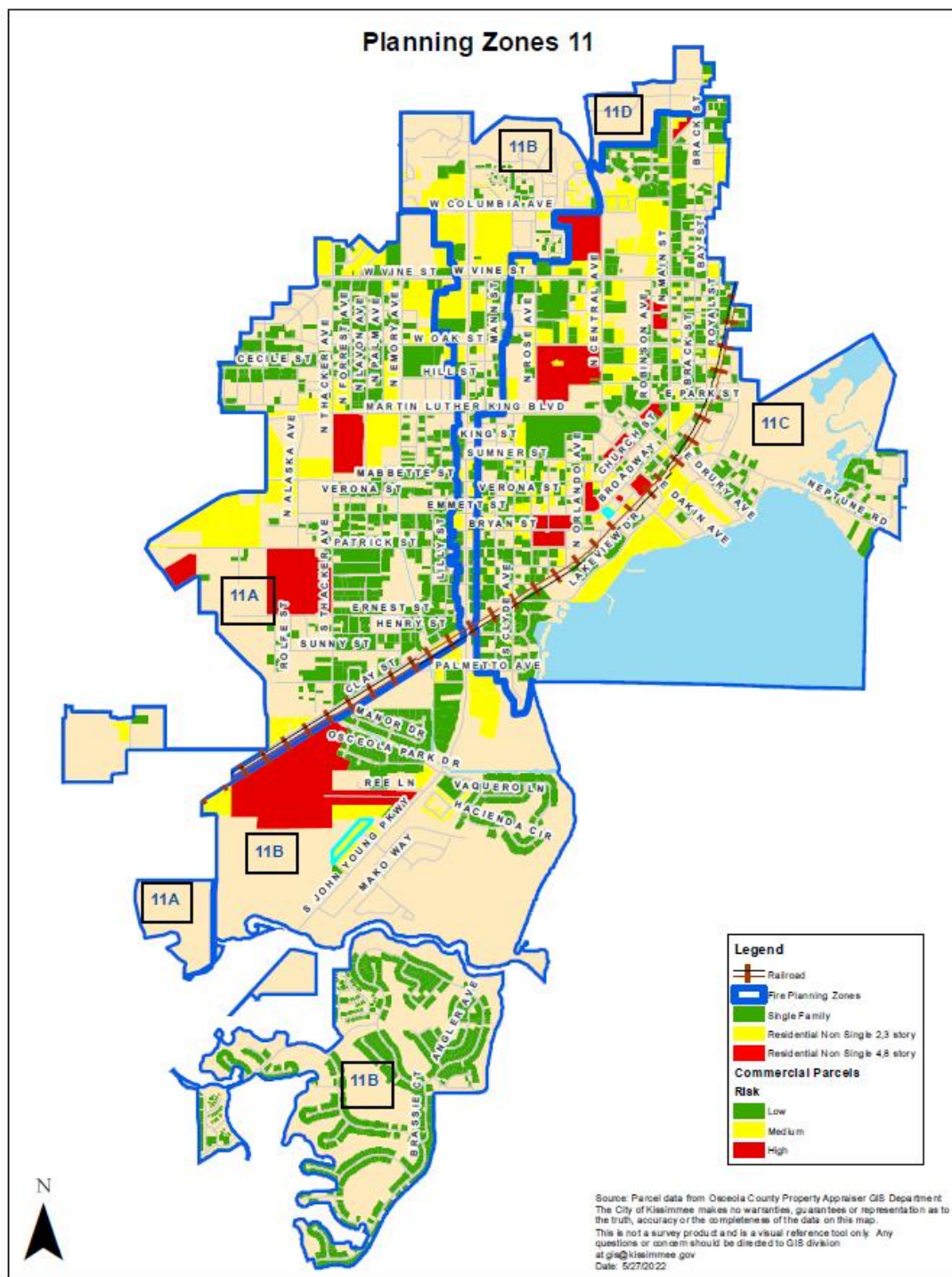


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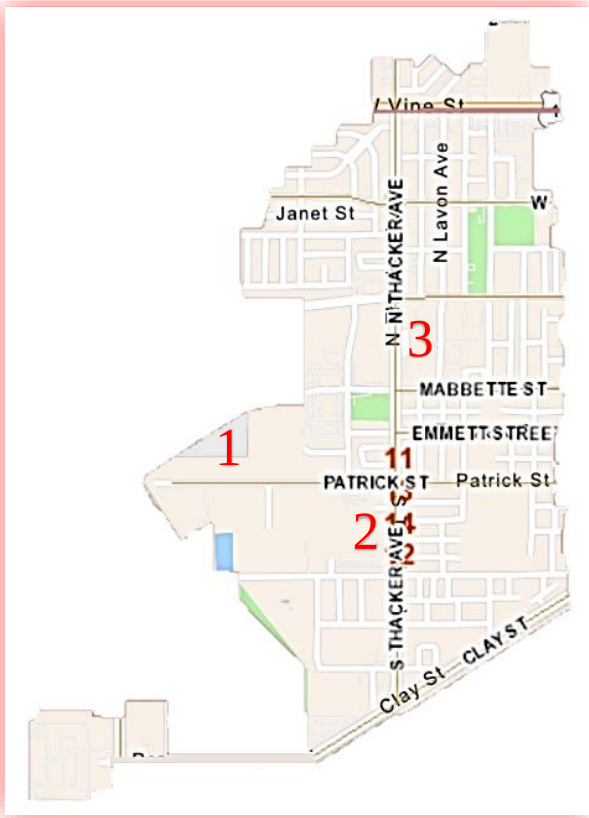
District 11 and Planning Zones 11A, 11B, 11C and 11D

Fire Station 11 343 N. Clyde Ave, Kissimmee		Planning Zones: 11A, 11B, 11C, 11D
		
Apparatus & Minimum Staffing	Station Information	
Squad 11-3 Tower 11-3 Rescue 11-2 Rescue 15-2 Battalion 1-1 Safety 1-1 Utility 11 & Special Operations Trailer (cross staff) Event 1 – Overtime as needed	Built – 2010 Station also houses the Logistics Bureau, EMS Supplies, a Tools & Equipment Maintenance Area, and Spare Personnel Protective Equipment (PPE).	

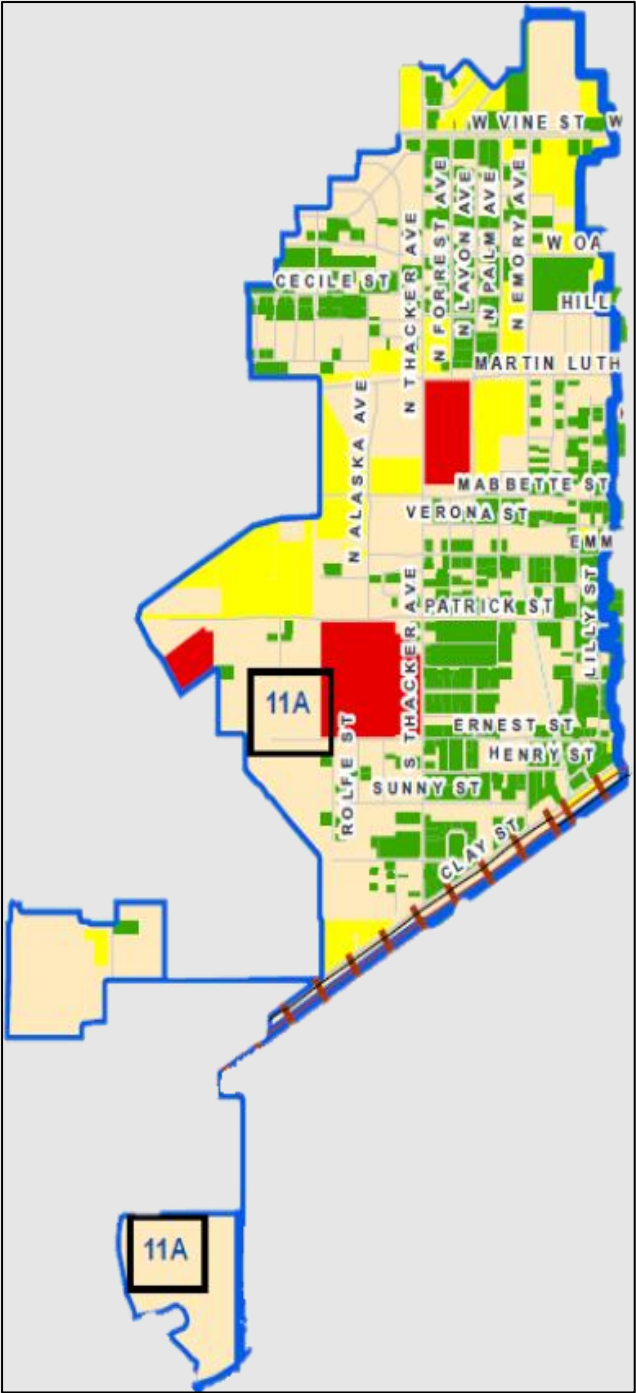
Fire Risk Assessment Results -
District 11



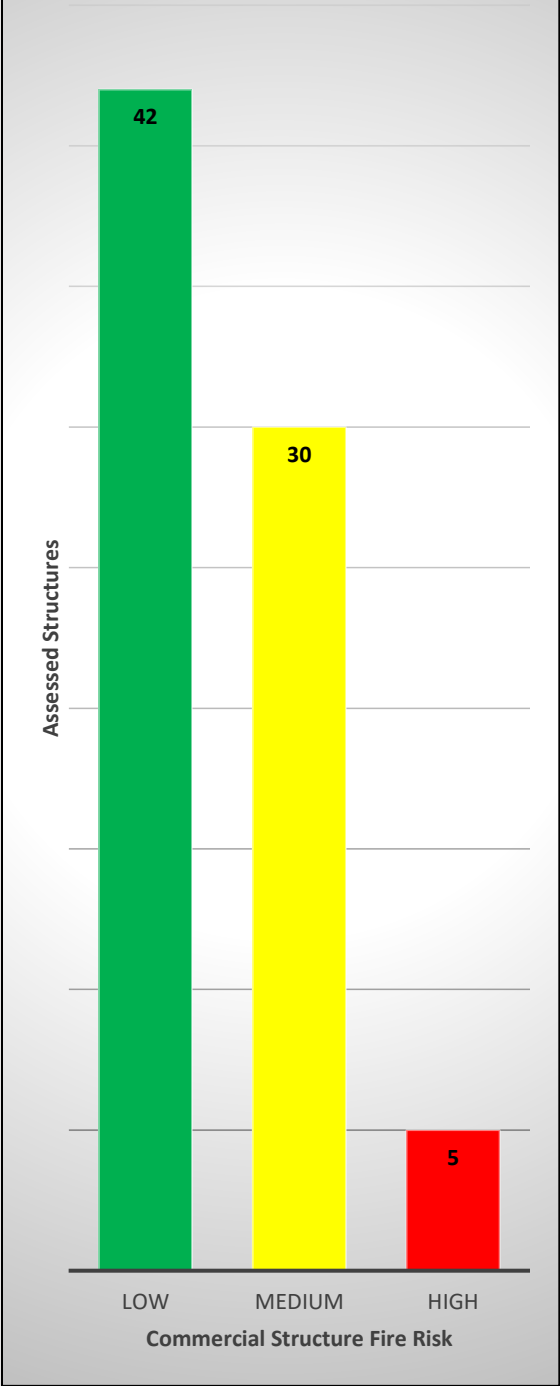
Community Risk Assessment Standard of Cover

Planning Zone 11A		Fire Station Response Order Stations 11, 14, 13, 12	
Map		Characteristics	
 Critical Infrastructure 1. City of Kissimmee Central Service/Fleet Maintenance 2. Osceola High School 3. Thacker Elementary School 4. CSX Railroad Tracks		1. Square miles: 1.60 2. Road Miles: 29.19 3. Population: 3,950 4. Occupancies a. One and Two Family: 1417 b. Apartments (2, 3 story): 14 c. Mid-Rise (4 stories): 0 d. High Rise (>4 stories): 0 5. Commercial Properties: 58 6. Schools a. Grades PreK-5: 1 b. Grades 9-12: 1 7. Nursing Homes: 0 8. Assisted Living Facility: 0 9. Cell/Radio Towers: 0 10.Churches: 7	

Residential and Commercial Fire Properties Zone 11A



Commercial Fire Risk Assessment Planning Zone 11A



Community Profile

Properties

Planning Zone 11A has a mix of single-family homes, strip malls, mixed-use commercial properties, restaurants, and a few churches. Several commercial properties and medical offices are part of the Medical Arts District mostly along N. Thacker Ave, W. Oak Street and W. Vine Street (US192). One of the two US Post Offices within the City is in this zone.

There are two large single-family residential neighborhoods in Zone 11A. City Heights and a portion of Orange Gardens are located on the west side of the zone consisting of 1500 – 2500 square feet homes built using ordinary or wood frame construction. There are also several 2-story multi-family complexes.

Schools

Osceola High School is the only public high school in the City and is in the western section of the zone. Many of the school buildings have fire sprinklers. Thacker Elementary School is also located in this zone, and it has a fire protection system. Both schools have comprehensive detection systems and are monitored through a central station.

Total Commercial Properties Assessed: 76

1. High Risk Structures:
 - a) Osceola High School (several buildings) *
 - b) Thacker Elementary School*
 - c) Sunstate Aviation Flight School*
2. Hazardous Materials Risks
 - a) US Post Office
 - b) Several gas stations and auto repair shops
 - c) Kissimmee-Gateway Airport – east side
3. Aircraft Accident Risk – eastern side of planning zone near the airport

*Building maintains fire sprinkler

Community Risk Assessment Standard of Cover

Government

The City of Kissimmee Central Services is located just north of the high school and contains Premise Health (City employee clinic) and several public works divisions. The public work's divisions include Fleet Maintenance, Public Facilities, Sanitation, and the weld shop.

Airport

The Kissimmee Gateway Airport borders the western area of this zone and several of its hangers are in the zone. One of the approaches to the airport for aircraft landing and takeoff is over this zone.

Roads

N. Thacker Ave. is the major north/south road in this zone and Vine Street, Clay Street, MLK, Jr Blvd, and W. Oak Street are some of the busier east/west streets. A major rail line used by Amtrak, CSX and SunRail is in the southern section of the zone along Clay Street.

Probability of a Major Incident

- High Risk Buildings are listed in the above chart. Osceola High School has several buildings and most of them are listed as high risk.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone.
- Mitigating factors include fire inspections of the schools, commercial properties and the airport. Fire safety education has been performed at the schools and the airport. The airport maintains good use of technology to decrease the fire and injury risk. The excellent airport staff has been well educated to assist in emergencies.

Consequence - Magnitude or Reasonably Expected Loss

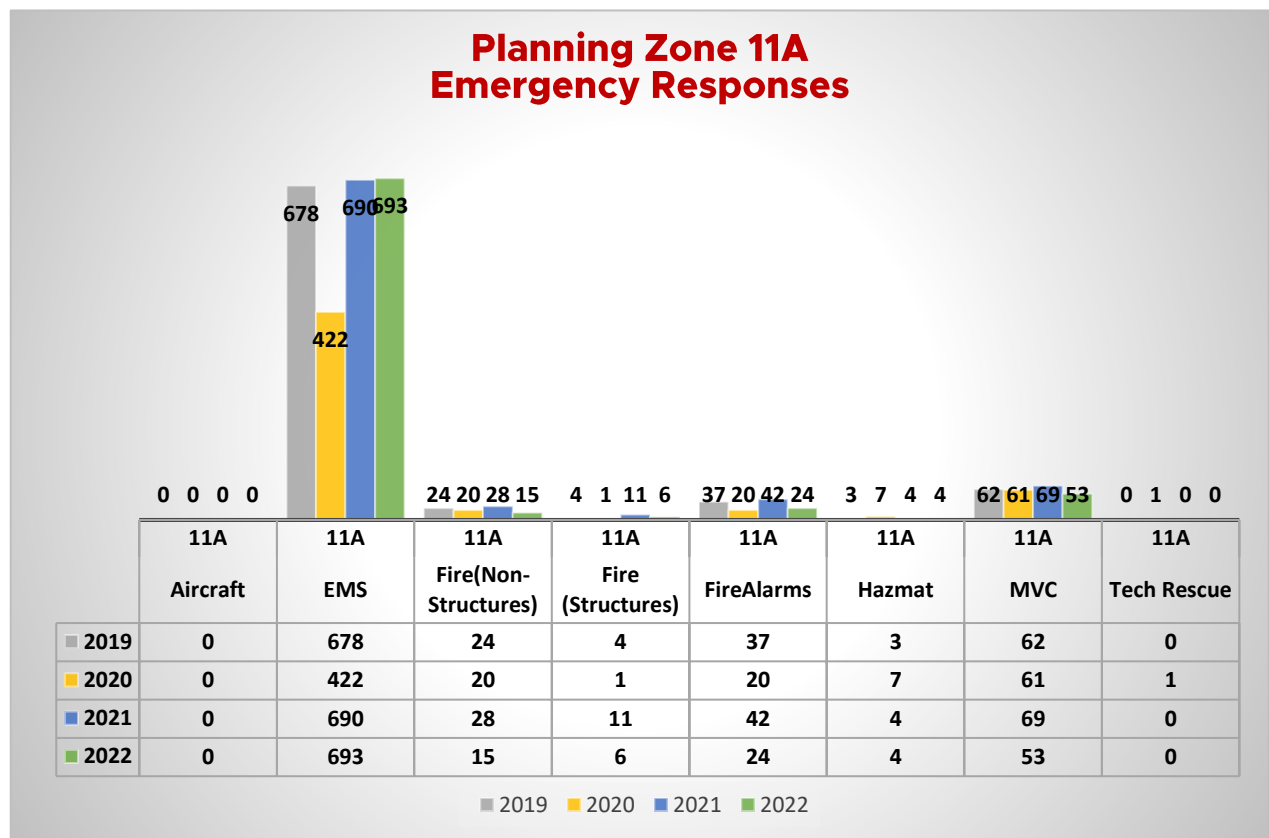
- There have been aircraft accidents in this zone but no loss of life in the past four years. The worst case scenario in the future would be an aircraft accident or explosion in a high risk occupied structure.

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Community Risk Assessment Standard of Cover

- Relative loss comparisons: A major aircraft accident involving a building could have a large property loss with various implications.
- Fire protection systems in the schools have lessened the potential fire and loss of life in the event of a large incident. There are several buildings in this zone that do not have fire sprinklers including some apartment complexes, several churches, a women's center, and the City's Oak Street Park Community Center. There is one historical property in this zone, which is not sprinkled. Fire drills and active shooter training should improve outcomes in the event of a major incident.
- Infrastructure impact in this zone includes the airport and the railroad right-a-way which could effect fire/rescue response to this area.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.

Planning Zone Activity 2019 – 2022



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Community Risk Assessment Standard of Cover

Fire Flow Requirements

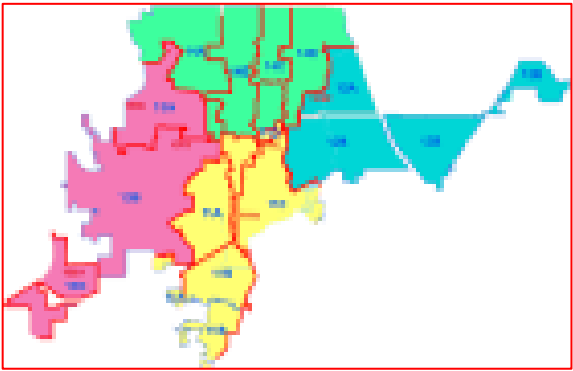
The below chart shows the largest commercial and residential structure in the zone. For each property, the below chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (School)	160,000	53,334 GPM	2000 – 2998 GPM
Residential (apartment)	20,800	6934 GPM	1500 – 2498 GPM



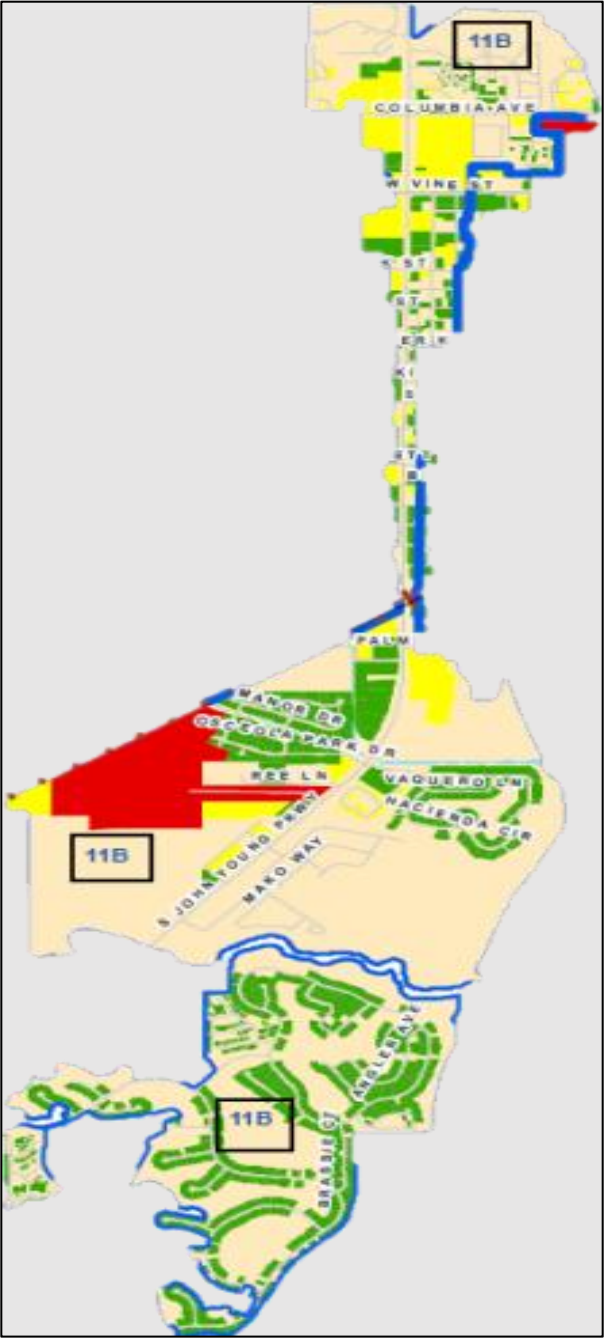
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Community Risk Assessment Standard of Cover

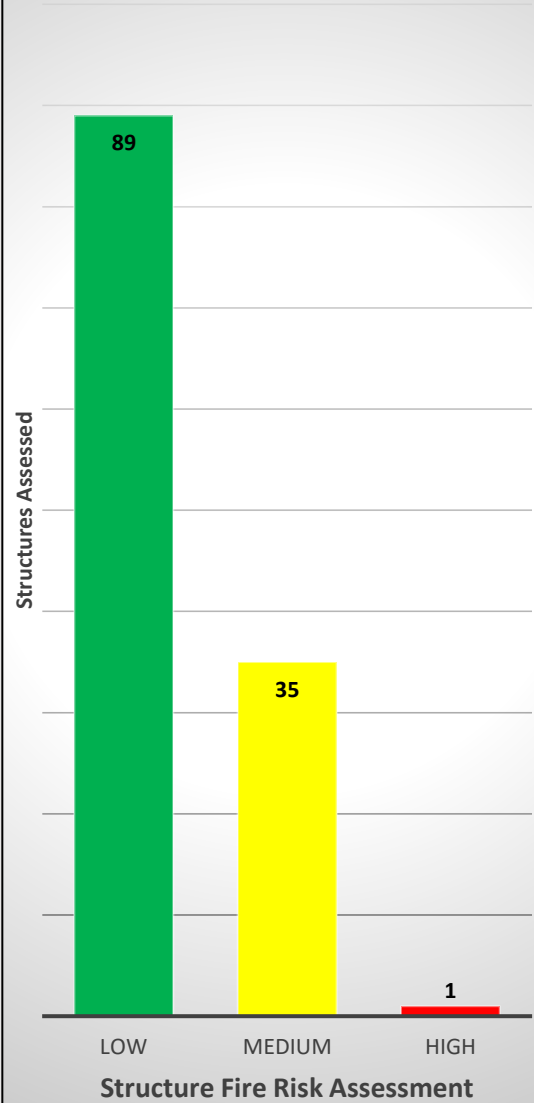
Planning Zone 11B	Fire Station Response Order Stations 11, 14, 13, 12	
Map		Characteristics
Critical Infrastructure 1. City of Kissimmee Public Safety Training Center 2. TOHO Water Treatment Plant 3. Shingle Creek 		1. Square miles: 2.37 2. Road Miles: 29.19 3. Population: 5,543 4. Occupancies a. One and Two Family: 1600 b. Garden Apartments: 163 c. Mid-Rise (4 stories): 0 d. High Rise (>4 stories): 0 5. Commercial Properties: 117 6. Cell/Radio Towers: 2 7. Churches: 7 

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Residential and Commercial Fire Risk Assessment Zone 11B



Commercial Fire Risk Assessment Planning Zone 11B



Community Profile

Properties

One of the major north-south commuter roads in the City is John Young Pkwy (JYP). It traverses this entire zone and move commuters to-and-from Orange County to the north and communities to the south in Osceola County. Along JYP, there are numerous medical offices, strip malls, light commercial, other small businesses, and several churches. A large residential neighborhood is currently being development in the southern part of the zone along the east side of S. John Young Parkway. The Oaks is a large residential neighborhood located in the southern-most end of this zone and contains numerous 2500 – 3500 square foot single-family homes. A portion of The Oaks community is in Osceola County and is covered by Osceola County Fire and EMS.

Industrial

The south and west areas of the zone include a TOHO water treatment plant, strip malls and the City's Public Safety Training Center (PSTC).

Government

The training bureaus for both Kissimmee fire and police maintain offices in the building and the office building is fully sprinklered.

Waterways

Shingle Creek flows from west to east under S. John Young Pkwy. A large City park is currently being developed on the west side of S. John Young Pkwy.

Recreation

The only golf course in the City is in the Oaks.

Railways

A major rail line used by Amtrak, CSX and SunRail is in the southern section of the zone along Clay Street.

Roads

N. John Young Pkwy and W. Vine Street is one of the busiest intersections in the City and is a major north/south road that intersects with several other primary east/west roads.

Trails

There are approximately three miles of the Shingle Creek Trail in this zone. The trail runs from E. Vine Street, along the western side of Neo City through Kissimmee Lake Front Park and continuing past Palmetto Ave. The trail is not marked but there are numerous street crossings and access points along this section of the trail.

Probability of a Major Incident

- High Risk Buildings are listed in the chart to the right.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone (multitude of hazards in close proximity, highways intersections).
- Mitigating factors include fire inspections of the commercial properties and the Toho water treatment plant. Toho has an outstanding Safety Department that provides safety education to Toho staff and performs safety inspections of the plant. The water treatment plant uses the latest technology to decrease the fire, hazmat and injury risk.

Total Properties Assessed:

126

1. High Risk Structure - Toho Water Treatment Plant*

2. Hazardous Materials Risks

a) TOHO Water Treatment Plant*

b) Asphalt 365*

c) Aquatic Weed

d) Hallmark Pool and Spa World

e) Several gas stations and auto repair shops

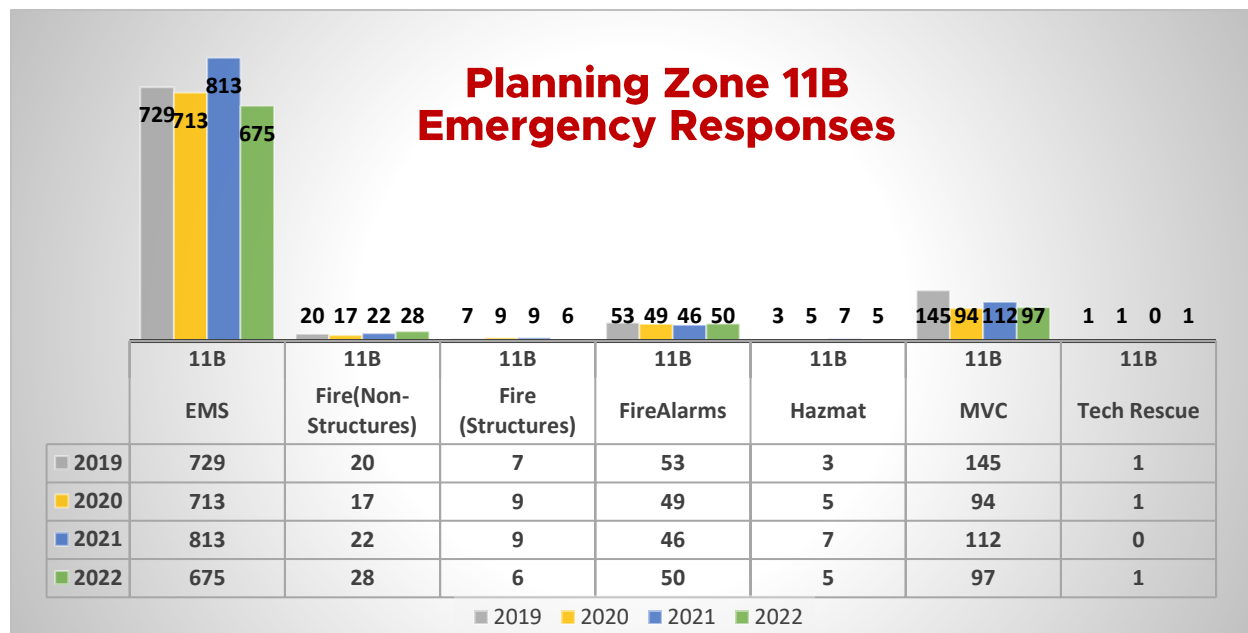
*Building maintains fire sprinkler system

Community Risk Assessment Standard of Cover

Consequence - Magnitude or Reasonably Expected Loss

- The worst case scenarios in the past have been low and medium risk structure fires. The worst case scenario in the future could be a hazmat or major EMS incident at the water treatment plant or a large fire or explosion in a high risk building.
- Relative loss comparisons: A major incident at the water treatment plant could have far reaching implications involving raw sewage, property, and revenue loss.
- Modifying Factors: Several buildings in this zone do not have fire sprinklers including a few apartment complexes, several churches, warehouses, and storage facilities. There are five facilities in this zone with hazardous materials risks. The Toho water treatment plant has a hazardous material and a confined space rescue risk. The water treatment plant, numerous auto repair facilities, and Kissimmee Auto Salvage pose an increased risk of injuries due to activities occurring at these locations.
- Infrastructure impact in this zone includes the railroad right-a-way which could effect fire/rescue response to this area.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.

Planning Zone Activity 2019 – 2022



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Community Risk Assessment Standard of Cover

Fire Flow Requirements

The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

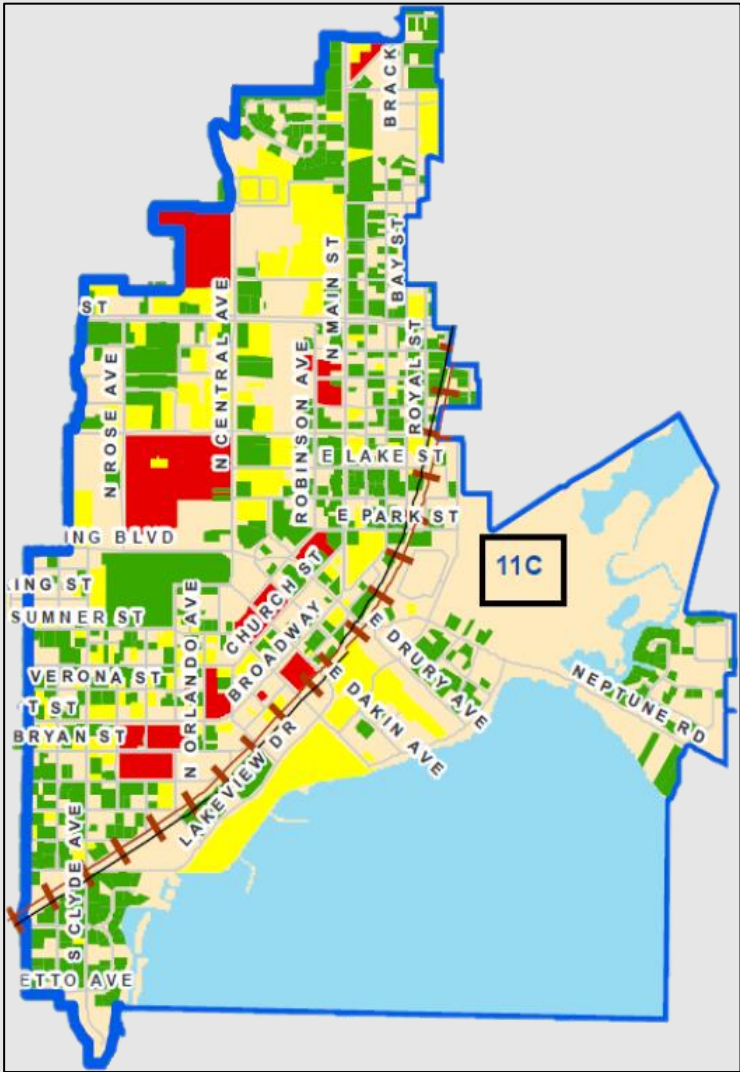
Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (Strip Mall)	64,000	21,333	2000 – 2998 GPM
Residential (apartment)	23,556	7852	2000 – 2998 GPM



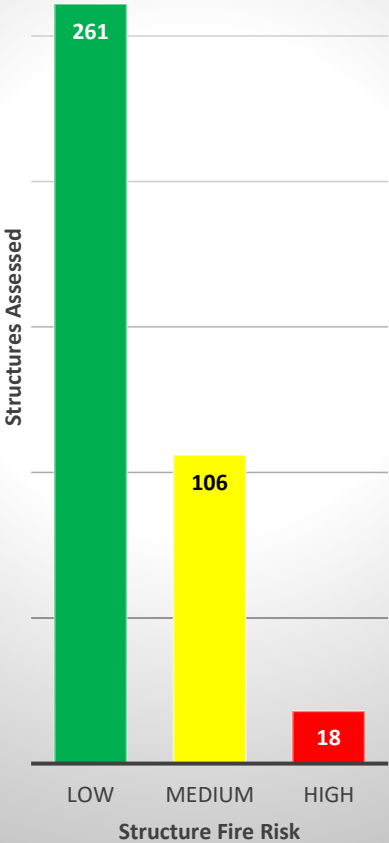
“In the Finest Tradition - Courage, Compassion, and Community.”

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Residential and Commercial Fire
Risk Assessment Zone 11C



Community Risk
Assessment
Planning
Zone 11C



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Community Profile

Historic Downtown

Planning Zone 11C includes the historic downtown urban core and one of the showcases of the City, the Kissimmee Lakefront Park. The primary historic area of the City is referred to as the Beaumont Historic District with many of the structures over one hundred years old. This area boasts numerous shops and restaurants as well as other commercial structures. This is the primary tourist district of the City. Several apartment buildings are currently being constructed between the Lakefront Park and the downtown area. Numerous older 1500-2500 square foot single-family homes are located throughout this zone.

Government

Kissimmee City Hall, Osceola County Courthouse, and City Center (mixed-use businesses and condominiums) are three of the five high-rise buildings in the City. The Kissimmee Police Station and Kissimmee Fire Station 11 are also located in this district.

Hospital

The HCA Florida Osceola Hospital has a Level 2 trauma center, which is the only trauma center in Osceola County. This

Total Properties Assessed: 384

1. High Risk Structures:
 - a. Kissimmee Police Department*
 - b. Osceola County Courthouse*
 - c. Historic Osceola County Courthouse*
 - d. HCA Florida Osceola Hospital*
 - e. Osceola County Office Building*
 - f. Historic Downtown Marketplace*
 - g. Main Street High School*
 - h. Kissimmee City Hall*
 - i. House of Freedom Rehabilitation*
 - j. First United Methodist School
 - k. Freedom Land Christian Academy
 - l. Green Leaf of Kissimmee ALF*
 - m. Orchid Cove of Kissimmee Nursing Home
 - n. Central Ave. Elementary School*
 - o. Freedom Land Christian Academy
 - p. Parkview at City Center (mixed commercial/residential) *
2. Hazardous Materials Risk
 - a. Pinch-A-Penny Pool Store
 - b. Buggy Malone Pest Control
 - c. Several gas stations and auto repair shops
3. Auto Fire Risk - several parking garages

*Building maintains fire sprinkler system

hospital is another one of the high-rise buildings in the City. Planning Zone 11C shares a section of the Medical Arts District with Planning Zone 11B.

Transportation/Railway

On the east side of the downtown area is the Kissimmee Intermodal Station. This includes the SunRail commuter train and the Lynx area-wide bus service. The Amtrak train and the Greyhound bus stations are located next to the Intermodal Station and offers a hub for public transportation.

Recreation

Lake Toho and the Kissimmee Lakefront Park offer recreational opportunities for families and sportsman. The park includes walking trails, picnic pavilions, a small water park, playgrounds, fishing pier, and a concession stand. The boat ramp offers access to top-of-class freshwater fishing.

Commercial

Throughout other parts of this zone are strip malls, mixed-use commercial properties, and restaurants. In addition, there are several city and county buildings, several schools, a few churches, and several multi-story parking garages.

Roads

Broadway Ave/Main Street is the major north/south road running through the downtown area. Vine Street (US Route 192) is the primary east/west street that traverses the northern part of this zone.

Probability of a Major Incident

- High Risk Buildings are listed in the above chart. This planning zone has the most high risk buildings of any planning zone. The buildings include many government buildings, schools, churches, historic properties, and a hospital.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone.
- Mitigating factors include fire inspections of the commercial properties, government buildings, nursing homes, schools and the hospital. A few of the historic structures have been retrofitted with fire sprinkler systems when occupancies have changed.

Consequence - Magnitude or Reasonably Expected Loss

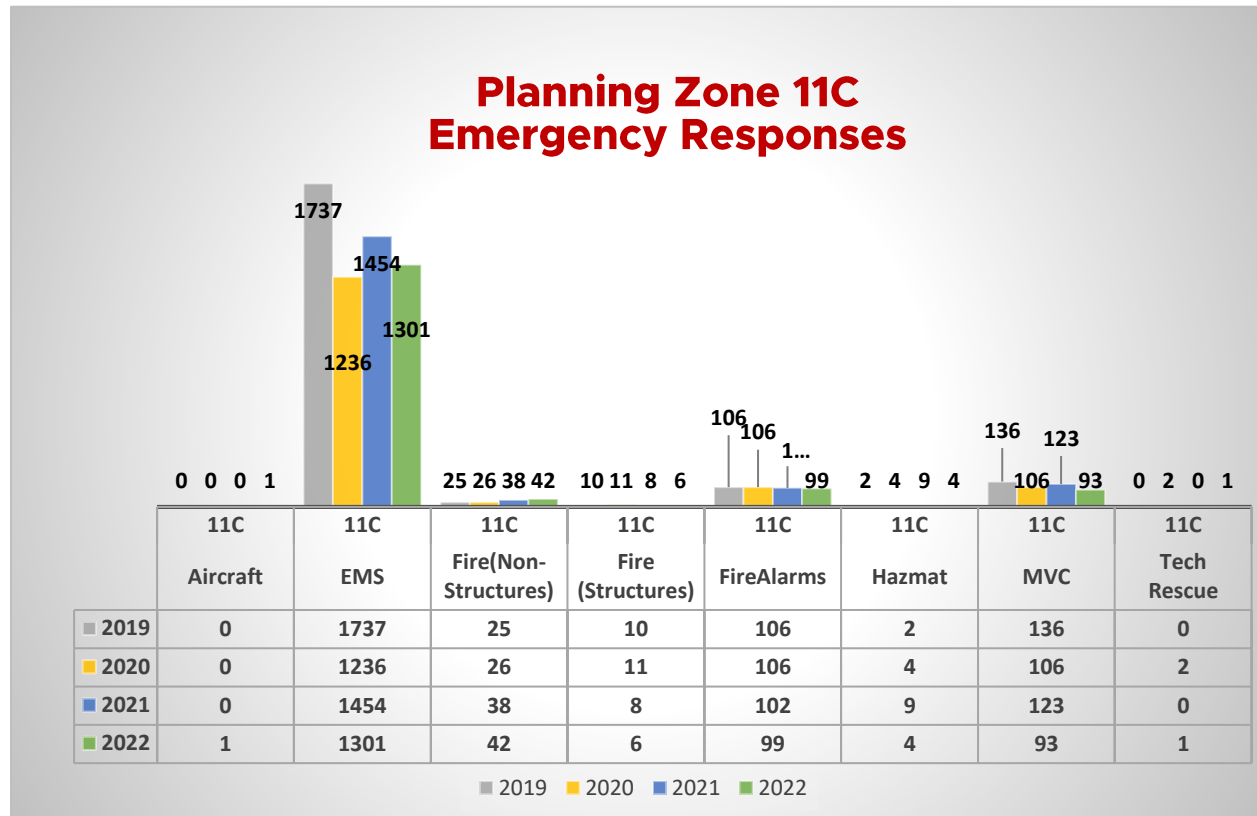
- The worst case scenarios in the distant past have been large fires in the historic area. The worst case scenario in the future could be a fire or explosion in a high risk occupied structure or a fire in the historic district with adjacent structures.
- Relative loss comparisons: A major incident at one of these structures has a potential for loss of life, historic property loss, and job/revenue loss implications.
- Modifying Factors: Fire drills and active shooter training have been performed in the schools/government buildings and should improve outcomes in the event of a major incident. Several churches, numerous businesses, and historic properties are not protected by fire protection system. All of the government buildings, high rise buildings, schools, and the hospital have sprinkler systems.
- Infrastructure impact in this zone includes the railroad right-a-way and Lake Toho which could effect fire/rescue response to this area. Several of the historic district buildings are connected.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.



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Community Risk Assessment Standard of Cover

Planning Zone Activity 2019 – 2022



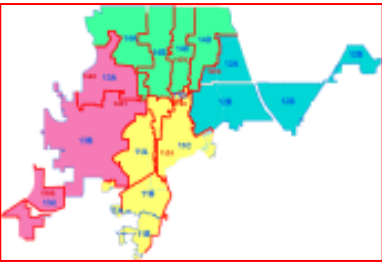
Fire Flow Requirements

The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

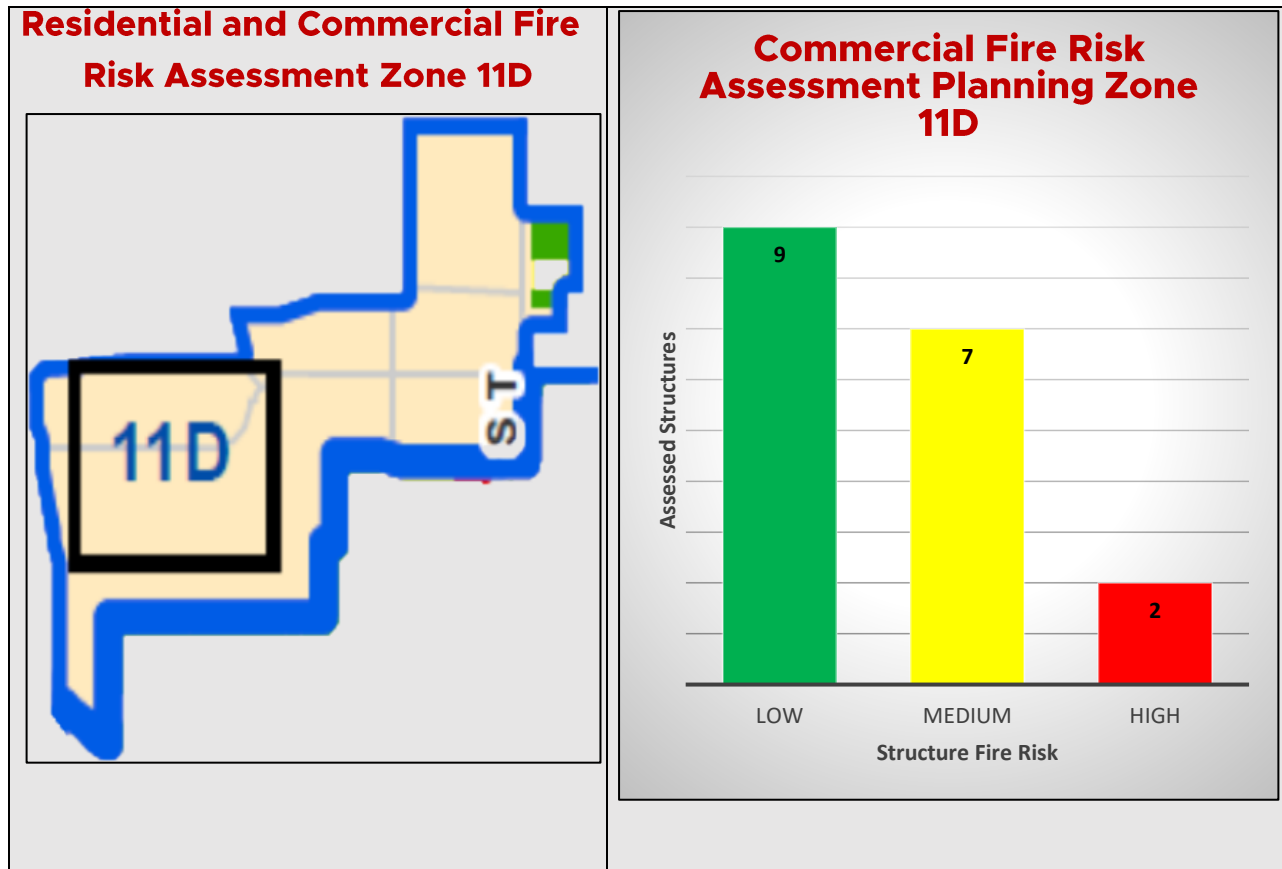
Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (hospital)	450,000	150,000	2000 – 2998 GPM
Residential (condominium)	152,832	50,994	2000 – 2998 GPM

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Community Risk Assessment Standard of Cover

Planning Zone 11D	Fire Station Response Order Stations 11, 14, 12, 13
Map	
  No Major Critical Infrastructure	
Characteristics	
1. Square miles: 0.10 2. Road Miles: 1.66 3. Population: 217 4. Occupancies a. One and Two Family: 3 b. Garden Apartments: 0	c. Mid-Rise (4 stories): 0 d. High Rise (>4 stories): 0 5. Commercial Properties: 15 6. Assisted Living Facility: 1 7. Cell/Radio Towers: 0

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Community Profile

Properties

Planning Zone 11D is a small zone mostly containing property that is in Osceola County. The Department responds to all fire/rescue incidents in this area for city residents and is contracted with Osceola County to provide fire/rescue services to County residents. The zone is largely one- and two-story medical offices that are part of the City Medical Arts District and a few older 2000-2500 square foot single-family homes with ordinary and wood frame construction.

Total Properties Assessed:

17

1. High Risk Structures:
 - a. The Terrace of Kissimmee*
 - b. Park Place Behavioral Center*

*Building has a fire sprinkler system

Community Risk Assessment Standard of Cover

Commercial

The Park Place Behavioral Center is high-risk 24-hour psychiatric center in this zone and there is one assisted living facility. There are several churches, strip malls, warehouses, and other commercial properties.

Roads

N. Orange Blossom Trail is the major north/south road through the zone.

Probability of a Major Incident

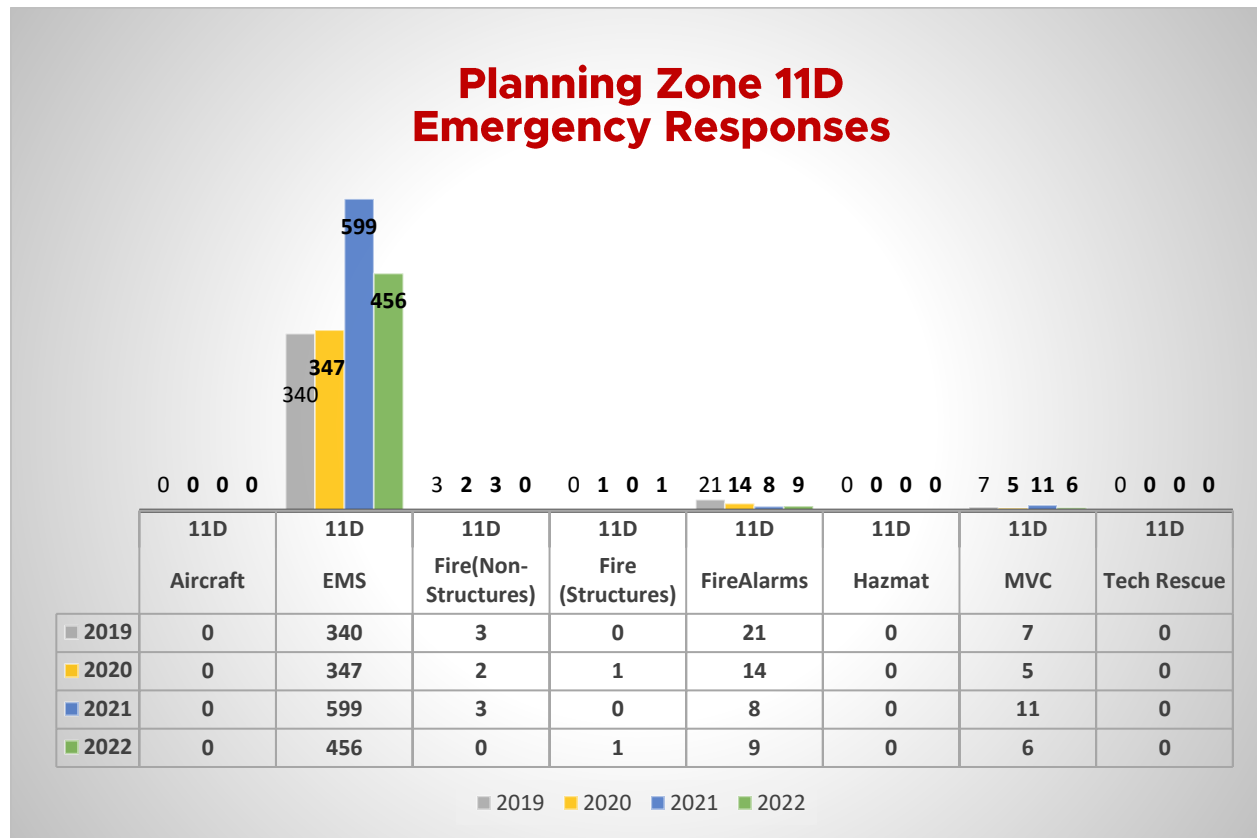
- This is the smallest planning zone and only contains one high risk structure which is a strip mall containing a school.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone.
- Mitigating factors include fire inspections of the commercial properties and the school.

Consequence - Magnitude or Reasonably Expected Loss

- There have been no major incidents in this small planning zone. The worst case scenario in the future could be a fire or explosion in the strip mall/school while occupied.
- Relative loss comparisons: A major incident at one of the high risk structure could have potential loss of life.
- Modifying Factors: Fire protection systems, fire drills, and active shooter training at the school should improve outcomes in the event of a major incident.
- There is no major infrastructure impact in this zone. The school has adjoining occupancies in a strip mall.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.

Community Risk Assessment Standard of Cover

Planning Zone Activity 2019 – 2022



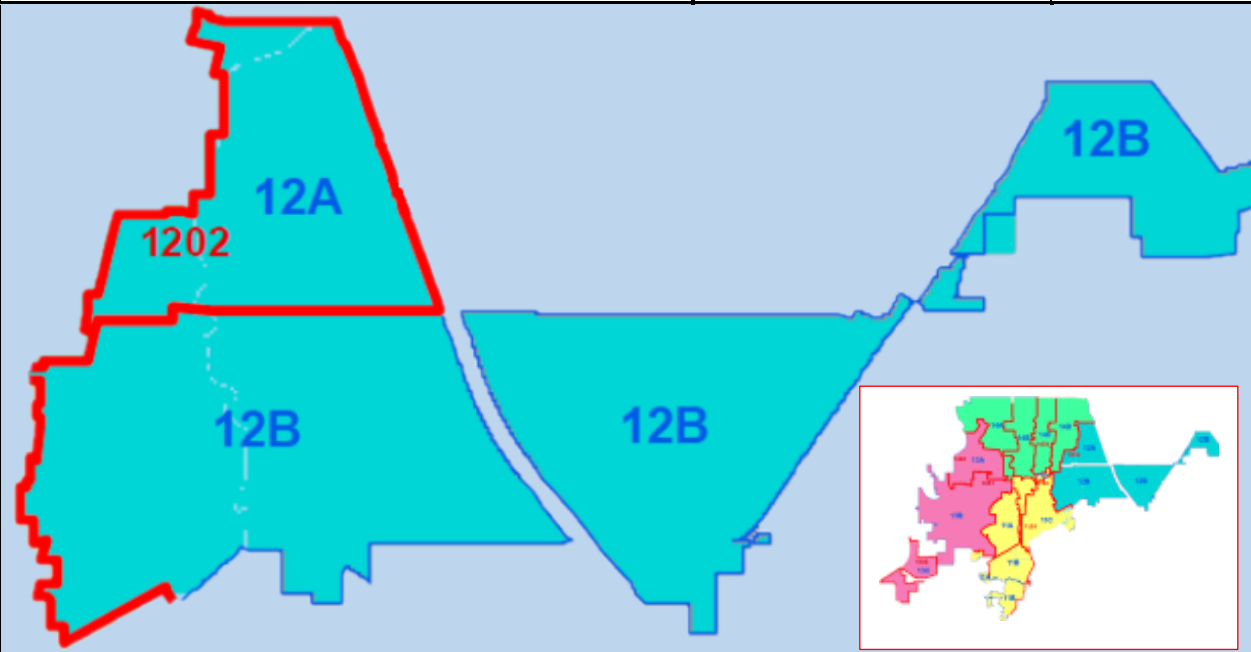
Fire Flow Requirements

The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

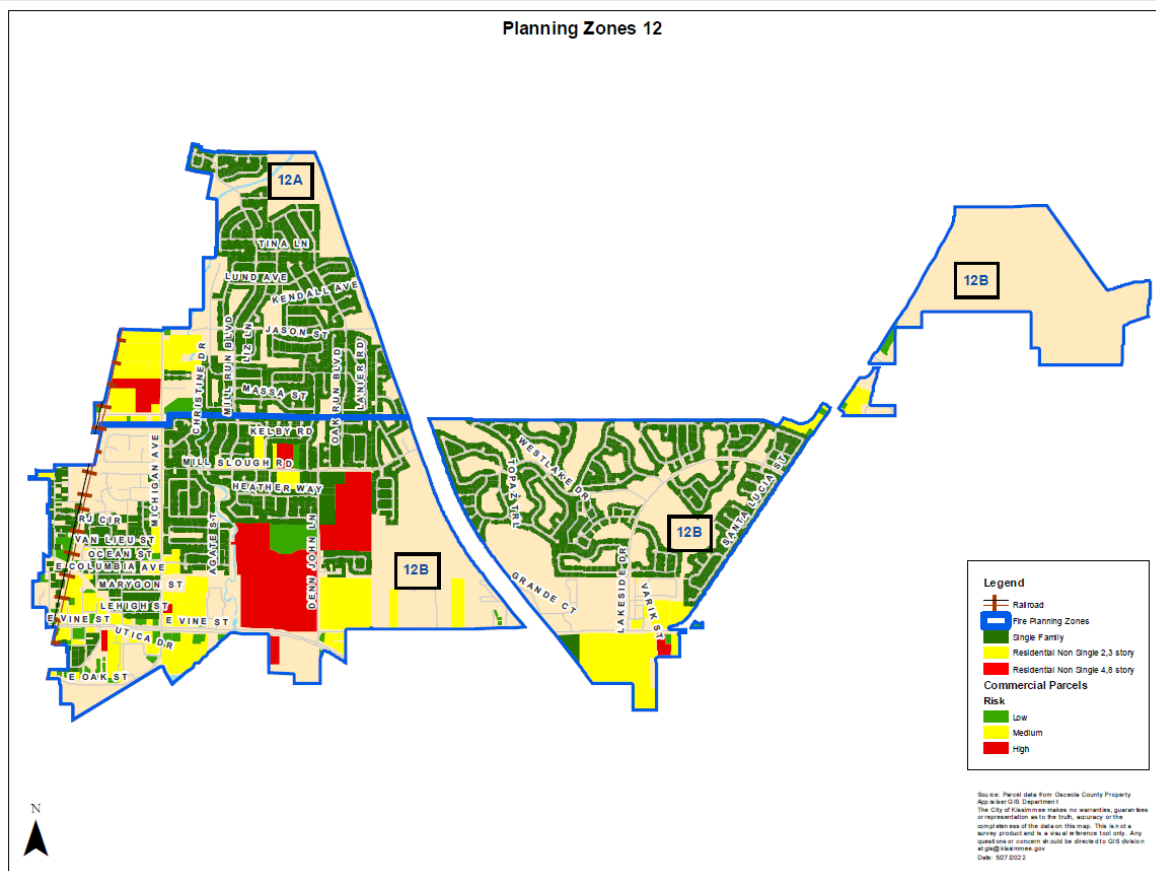
Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (assisted living)	54,000	18,000	2000 – 2998 GPM
Residential (single family)	13,721	4573	2000 – 2998 GPM

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District 12 and Planning Zones 12A and 12B

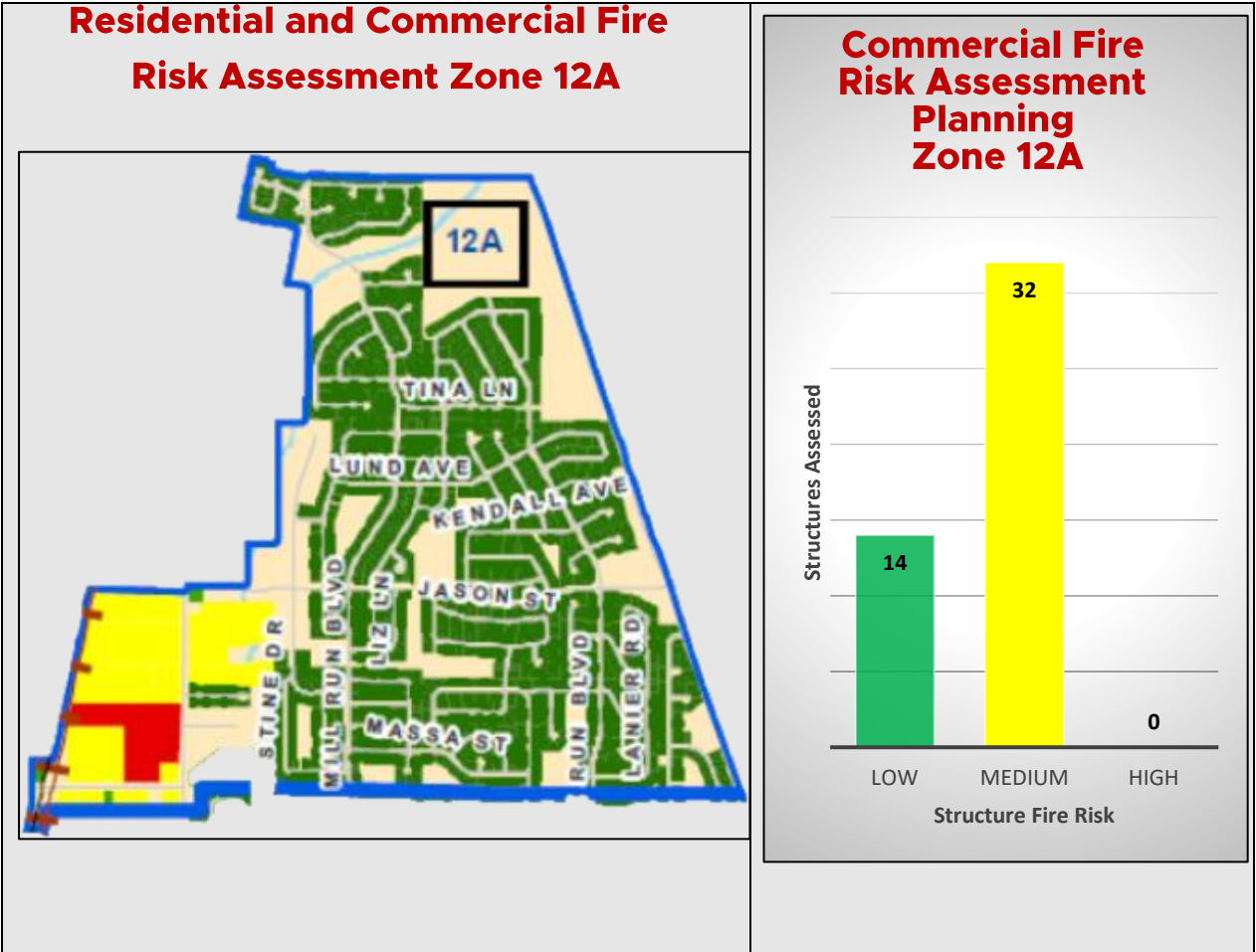
Fire Station 12 1403 Denn John Lane, Kissimmee		Planning Zones: 12A, 12B	
	Apparatus & Minimum Staffing		Station Information
	Engine 12 - 3 Rescue 12 - 2		Built: 1979 Renovated: 2013
			

Residential and Commercial Fire Risk Assessment Results District 12



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Community Profile

Properties

Planning Zone 12A is primarily an urban/suburban area with several 1000-3000 square foot single-family homes. It is common to find ordinary and wood frame construction in most areas. The well-established Mill-Run subdivision is in this zone.

Commercial

There are several strip malls, warehouses, and churches.

Government

The primary post office for the City is in this zone along with one charter school.

Roads

The major north/south road in this zone is Michigan Ave. and the major east/west road is E. Donegan. The Florida Turnpike runs just to the east of the Mill-Run neighborhood but there no access point to the turnpike from this zone.

Probability of a Major Incident

- One high risk building is listed in this zone. This planning zone is largely a residential.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone (multitude of hazards in close proximity, highways intersections)
- Mitigating factors include fire inspections of the commercial properties and the school in this zone. Some of the residential areas do not have enough hydrants and long supply lines would be required.

Total Properties Assessed:

46

1. High Risk Structures:
 - a. The Vine Christian Academy
2. Hazardous Materials Risk
 - a. SCP Pool Supply Distributer
 - b. US Post Office

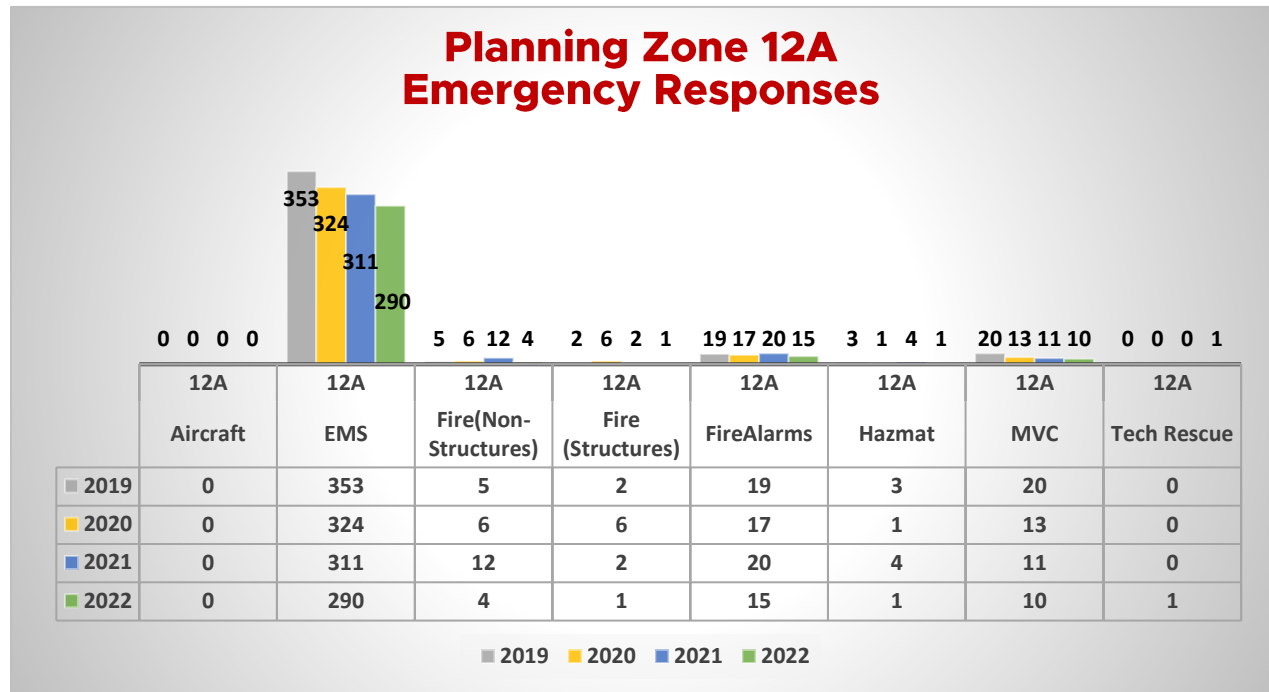
Consequence - Magnitude or Reasonably Expected Loss

- The worst case scenarios in the past have been residential fires. The worst case scenario in the future could be a fire or a large EMS incident in the school while occupied.
- Relative loss comparisons: A major incident at one of the structures could have loss of life, property and revenue loss implications.
- Modifying Factors: Fire protection systems, fire drills, and active shooter training at the school should improve outcomes in the event of a major incident.
- Infrastructure impact in this zone includes the Florida Turnpike which could effect fire/rescue response to this area.

Community Risk Assessment Standard of Cover

- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.

Planning Zone Activity 2019 – 2022



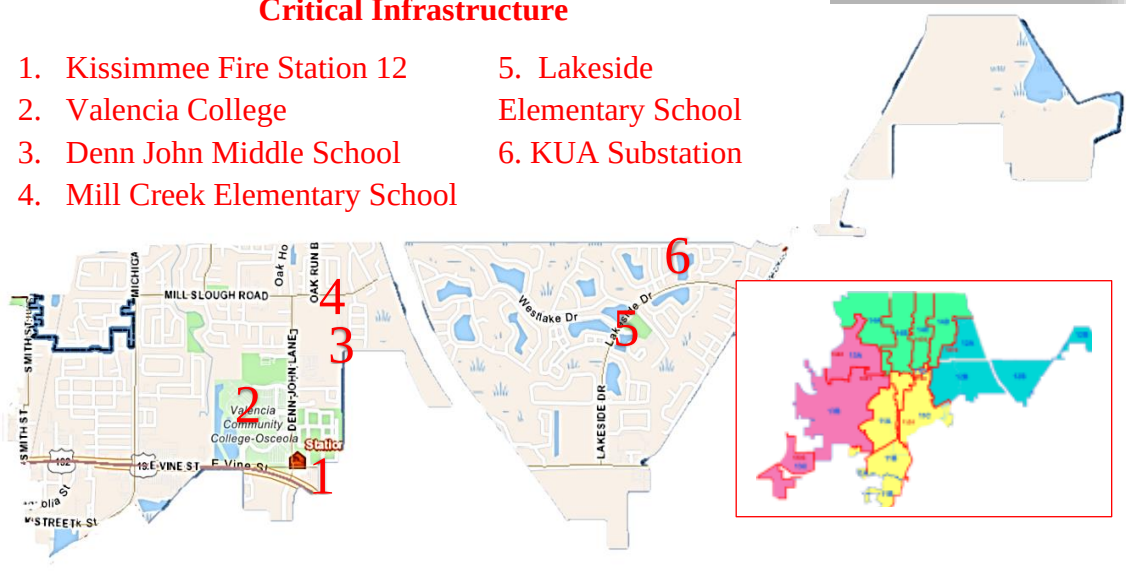
Fire Flow Requirements

The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-1000 feet.

Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (post office)	37,300	12,433	1000 – 1998 GPM
Residential (single family)	5500	1833	0-998 GPM (actual flow = 335 GPM)

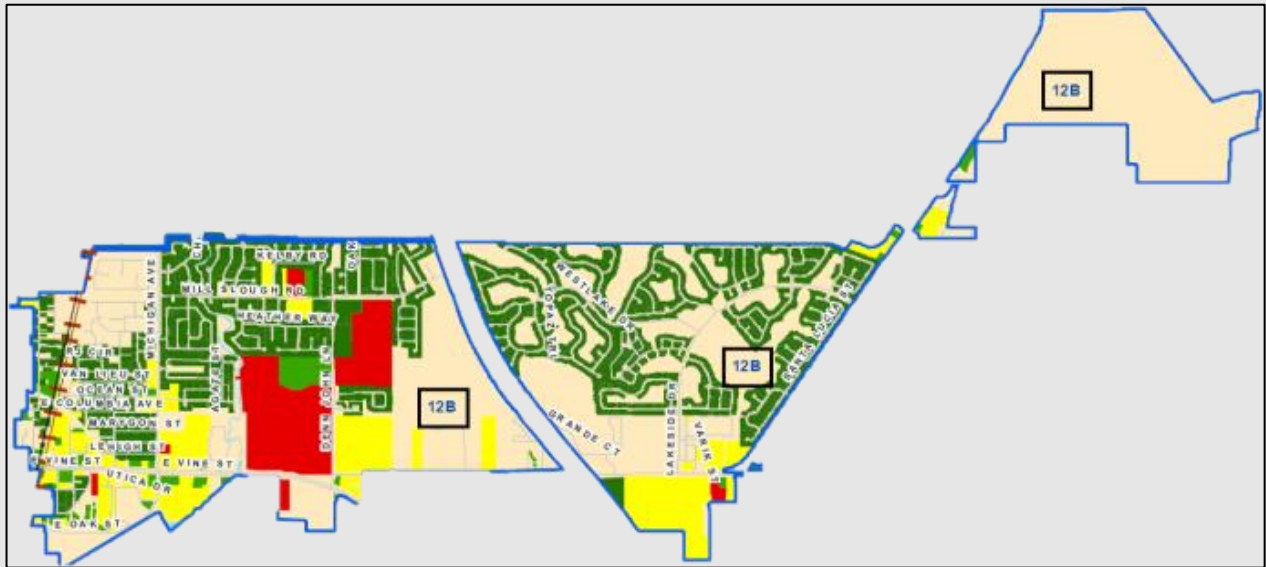
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Community Risk Assessment Standard of Cover

Planning Zone 12B	Fire Station Response Order Stations 12, 11, 14, 13
Map	
Critical Infrastructure 1. Kissimmee Fire Station 12 2. Valencia College 3. Denn John Middle School 4. Mill Creek Elementary School 5. Lakeside Elementary School 6. KUA Substation 	
Characteristics	
1. Square miles: 4.19 2. Road Miles: 48.78 3. Population: 14,206 4. Occupancies a. One and Two Family: 3982 b. Garden Apartments: 11 c. Mid-Rise (4 stories): 0 d. High Rise (>4 stories): 0 5. Commercial Properties: 136	6. Schools a. Grades PreK-5: 2 b. Grades K-8: 1 c. Grades 6-8: 1 d. Grades K-12: 2 e. Colleges: 1 7. Cell/Radio Towers: 2 8. Churches: 16 9. Fire Stations: 1

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Residential and Commercial Fire Risk Assessment Zone 12B



Community Profile

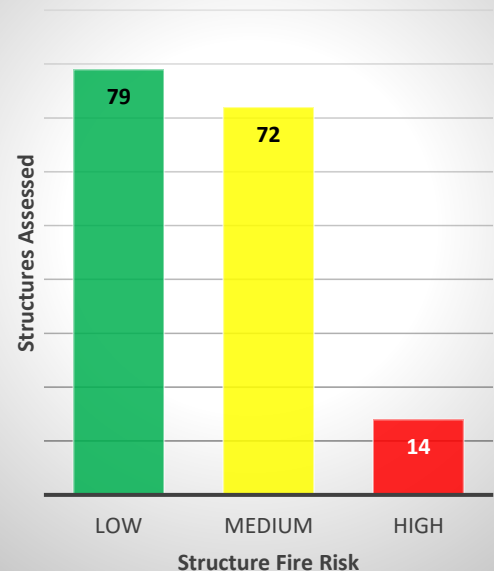
Properties

Planning Zone 12B is largest response zone in District 12 and is an urban area with mostly 1000- 3000 square foot single-family homes with ordinary and wood frame construction. The Lakeside community is a large development of single-family and apartments and makes up nearly half of this zone.

Commercial

The zone also includes medical offices, professional offices, strip malls, warehouses, and some light industrial buildings.

Community Risk Assessment District 12B



Schools/Churches

There are several schools and many churches in the zone. The largest school in this planning zone is the Osceola Campus of Valencia College that is fully sprinklered.

Roads

Commuters traveling east/west will use E. Vine Street to enter the city from the east, and the primary north/south street is Michigan Ave. There is a railroad crossing across E. Vine Street in the 600 block that has delayed response times. Due to this crossing, the City decided in the late 1970s that Station 12 was needed and opened it in 1979. The Florida Turnpike borders to the east of the area but there is no access from this zone.

Probability of a Major Incident

- Several high risk building are listed in the chart to the right.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone.
- Mitigating factors include fire inspections of the commercial properties and the many schools in this zone.

Total Properties Assessed: 165

1. High Risk Structures

- Lincoln-Marti Charter School
- Faith Harvest Christian Academy
- Bible Baptist Church/Heritage Christian School*
- Osceola Christian Prep School
- Denn John Middle School*
- Mill Creek Elementary School*
- Cypress Elementary School
- Transition House Group Home
- Valencia College (several buildings) *

2. Hazardous Materials Risk

- Orkin Pest Control
- Compass Pest Control
- Makinson Aquatic Center
- Several gas stations and auto repair shops

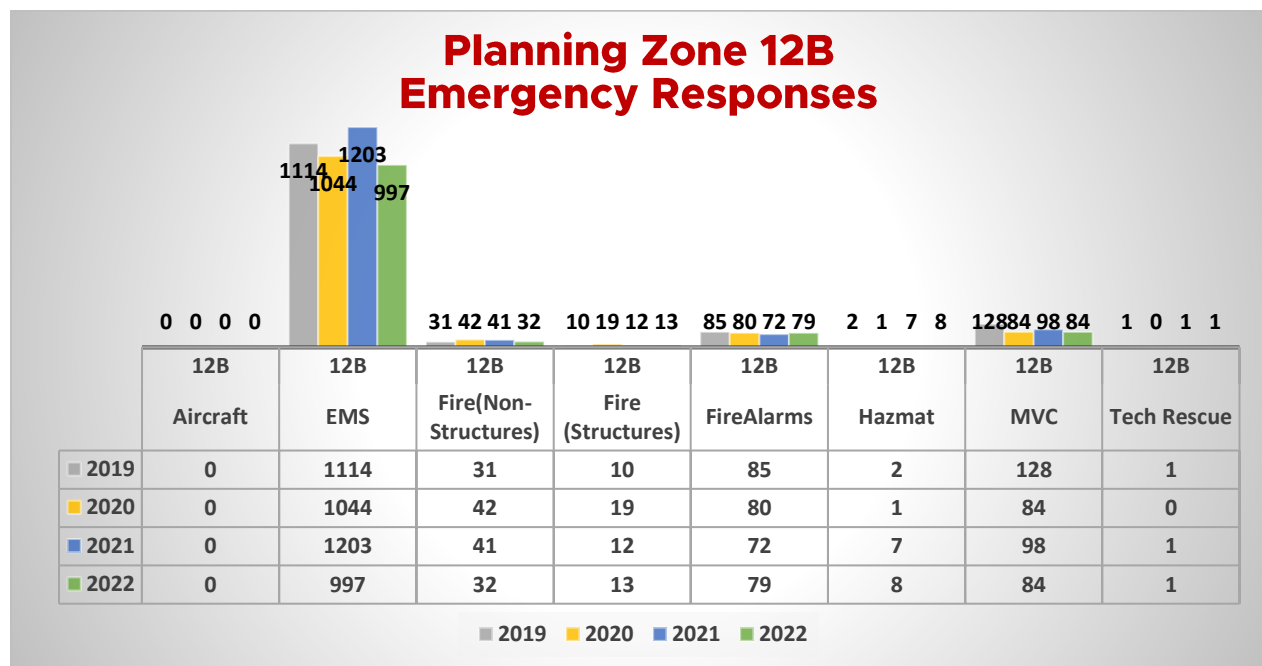
*Building maintains fire sprinkler system

Community Risk Assessment Standard of Cover

Consequence - Magnitude or Reasonably Expected Loss

- The worst case scenarios in the past have been residential fires. The worst case scenario in the future could be an explosion, a fire or a large EMS incident in one of the schools or other high risk properties when occupied.
- Relative loss comparisons: A major incident at one of the structures could have loss of life, property, and revenue loss implications.
- Modifying Factors: Fire inspections, fire protection systems, fire drills, and active shooter training at the schools should improve outcomes in the event of a major incident. The Transition House Group Home which is a high risk structure has limited access and water supply to sides bravo and charlie (east and south) of the buildings due a canal and a pond.
- Infrastructure impact in this zone includes the Florida Turnpike which could effect fire/rescue response to this area.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.

Planning Zone Activity 2019 – 2022



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Community Risk Assessment Standard of Cover

Fire Flow Requirements

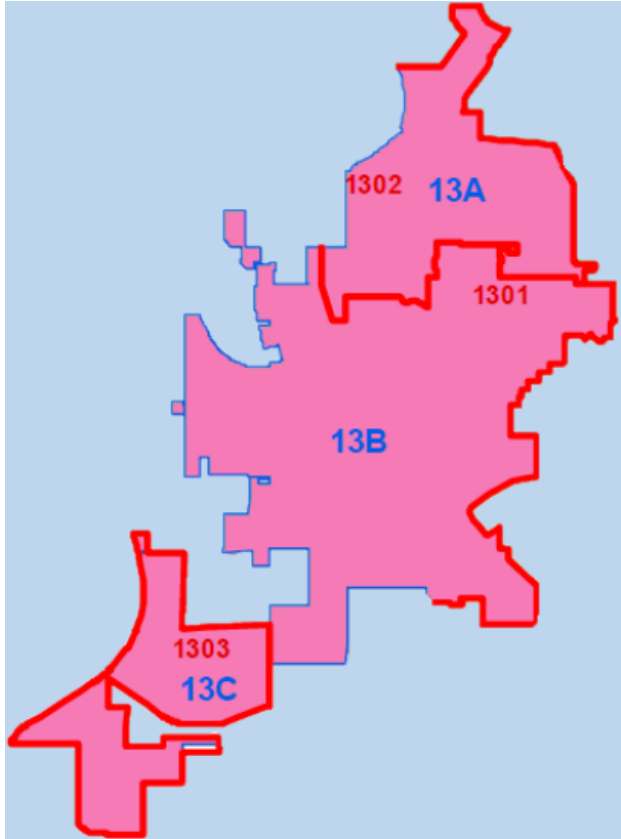
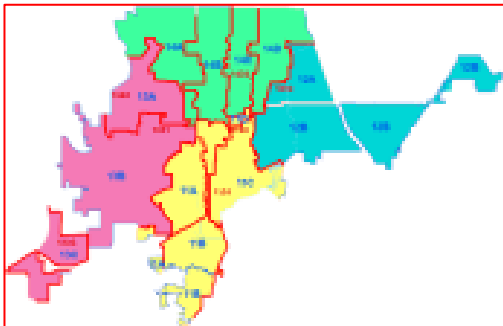
The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (college)	160,000	53,333 GPM	2000-2998 GPM
Residential (apartment)	24,000	8000 GPM	2000-2998 GPM

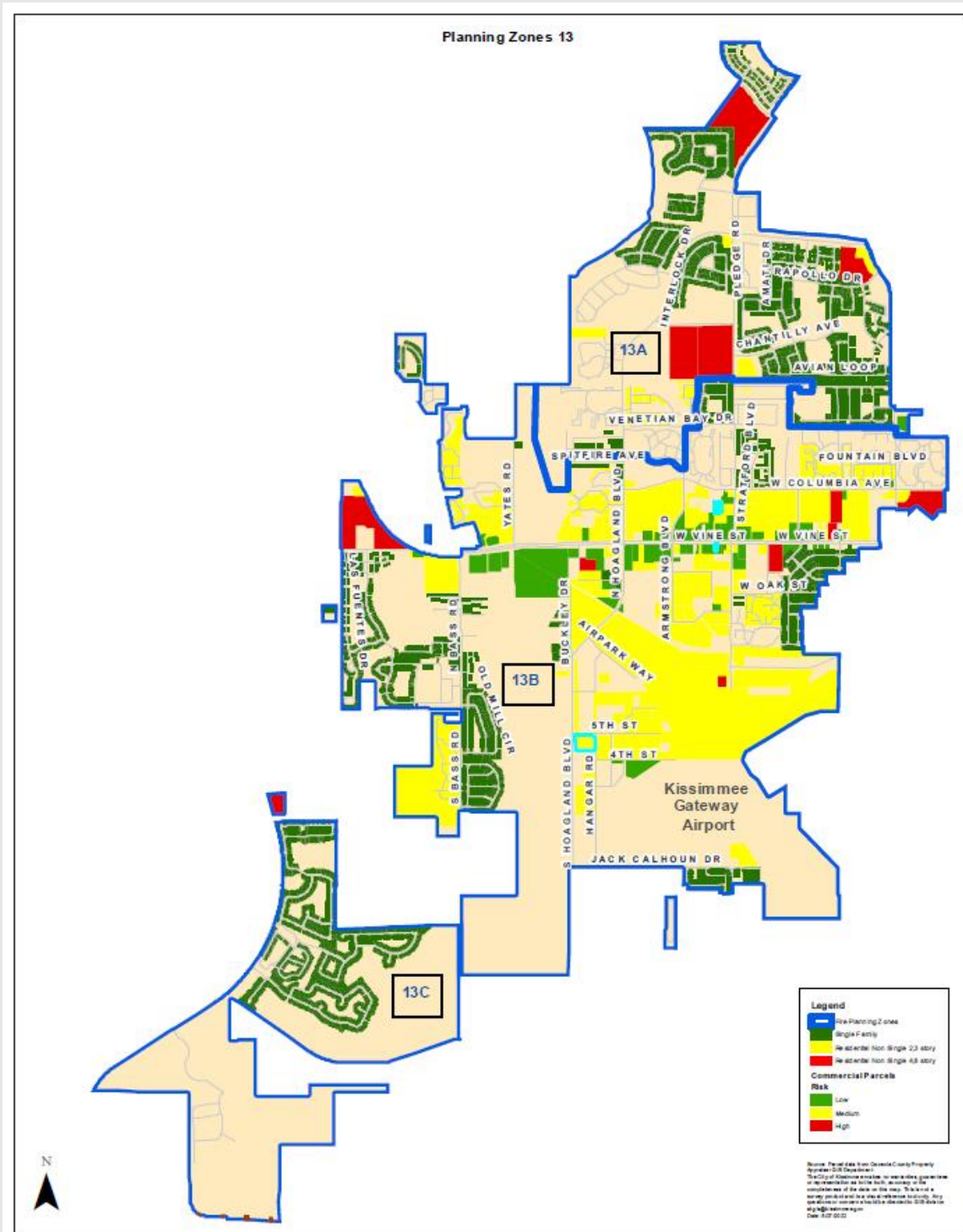


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District 13 and Planning Zones 13A, 13B, and 13C

Fire Station 13 1801 N. Hoagland Boulevard, Kissimmee		Zoning Plans 13A, 13B, 13C	
		 	
Apparatus & Minimum Staffing	Station Information		
Engine 13 - 3	Built – 1989		
Rescue 13 – 2	Renovated –		
Brush 13 – (cross staffed as needed)	2015		

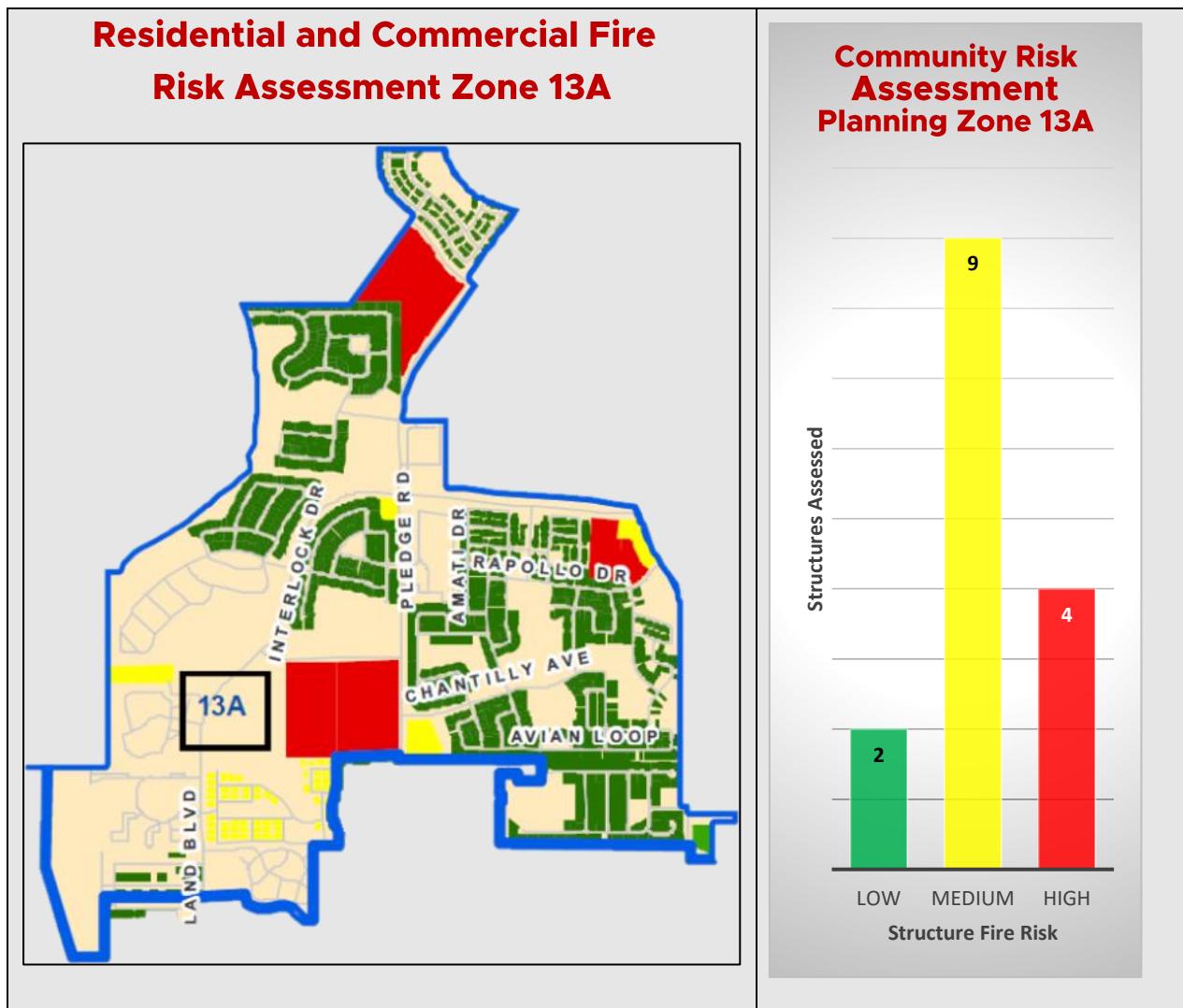
Residential and Commercial Fire Risk Assessment Results District 13



Community Risk Assessment Standard of Cover

Planning Zone 13A	Fire Station Response Order Stations 13, 14, 11, 12
Map	
Critical Infrastructure 1. Renaissance Charter School 2. Kissimmee Elementary School 3. Kissimmee Middle School 4. Flora Ridge Elementary	
Characteristics	
1. Square miles: 1.71 2. Road Miles: 28.05 3. Population: 6,909 4. Occupancies a. One and Two Family: 2119 b. Apartments (2, 3 story): 456	c. Mid-Rise (4 stories): 0 d. High Rise (>4 stories): 0 5. Commercial Properties: 15 6. Schools a. Grades K-8: 1 b. Grades PreK-5: 2 c. Grades 6-8: 1

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Community Profile

Properties

Planning Zone 13A is largely two- and three-story walk-up apartments and single-family homes. Most of the single-family homes in this this zone range from 2500-3500 square feet. Many of the apartments in this zone are Florida Section 8 housing. Large detached single family and townhome neighborhoods have recently been developed which has increased the population in this zone.

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Schools, Churches, Clubs

There are several schools, two churches and a mosque in the area. The Boys and Girls Club of Osceola is also in this zone.

Recreation

The Kissimmee Trail (biking/walking/jogging) starts in the 2200 block of N. Central Ave. spanning across Districts 14, 11 and 13 and ending at the Shingle Creek Preserve. From there the Shingle Creek Trail continues.

Roads

The major north/south routes are N. Hoagland Blvd., N. Thacker Ave., and Dyer Ave. The major east/west routes are Carroll Street and W. Donegan Ave. The Shingle Creek Preserve borders the west side of this zone.

Trails

There are approximately two miles of the Shingle Creek Trail in this zone. Currently there are no trail markers, but the City plans to install them within the year. There are approximately three access points along this part of the trail that can be used by Rescues or the Brush Truck to access in case of a medical emergency or brush fire. There are also approximately 4 miles of the Kissimmee Loop Trail in this zone. Access can be made at cross streets for fire/rescue crews.

Total Properties Assessed: 15

1. High Risk Structures
 - a. Kissimmee Elementary School*
 - b. Kissimmee Middle School*
 - c. Renaissance Charter School*
 - d. Floral Ridge Elementary School*
2. Hazardous Materials Risk
 - a. Gas station

Probability of a Major Incident

- The four high risk buildings in this planning zone are all schools and are in the above chart.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone (multitude of hazards in close proximity, highways intersections)
- Mitigating factors include fire inspections at the schools.

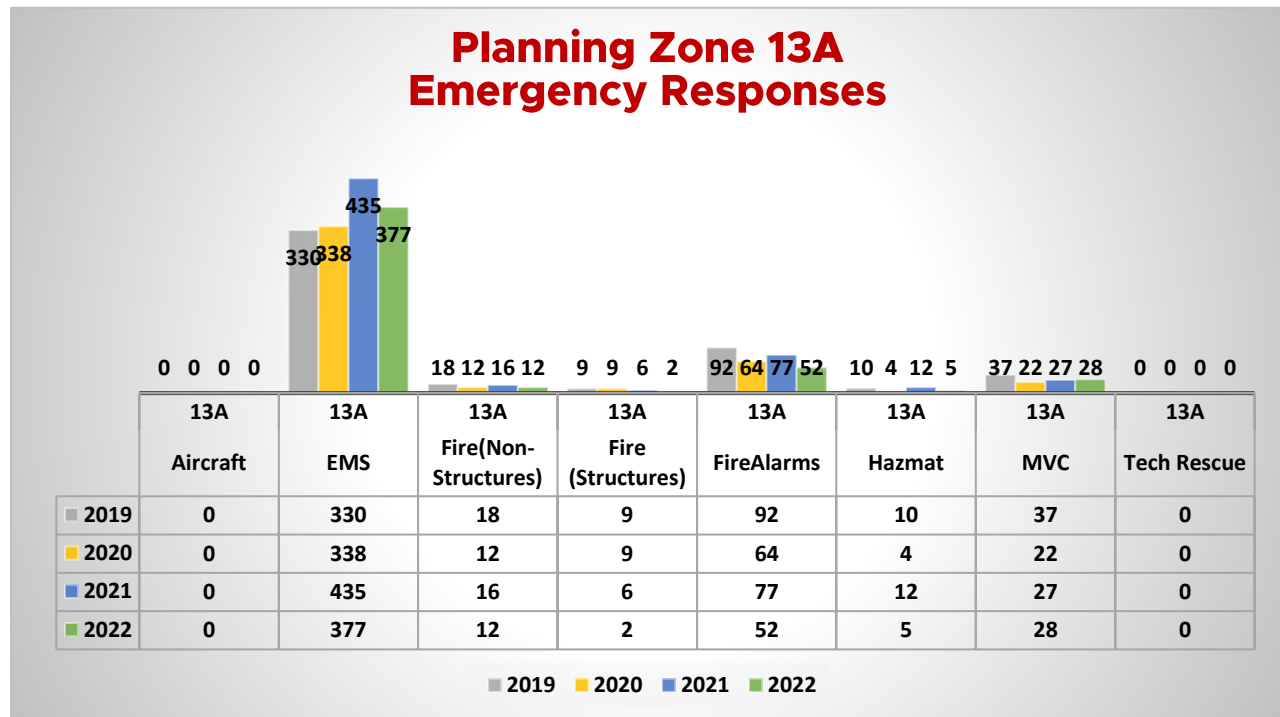
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Community Risk Assessment Standard of Cover

Consequence - Magnitude or Reasonably Expected Loss

- The worst case scenarios in the past have been residential fires. The worst case scenario in the future could be a large fire, explosion or major EMS incident in one of the high risk properties or schools when occupied.
- Relative loss comparisons: A major incident at one of the structures would have loss of life, property, and revenue loss implications.
- Modifying Factors: Fire protection systems, fire drills, and active shooter training at the schools should improve outcomes in the event of a major incident.
- Infrastructure impact in this zone includes the Shingle Creek Regional Park which could effect fire/rescue response to this area and potentially delay patient care to the park and trail areas.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.

Planning Zone Activity 2019 – 2022



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Community Risk Assessment Standard of Cover

Fire Flow Requirements

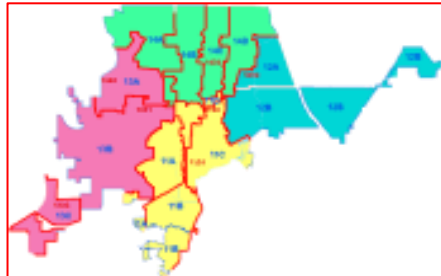
The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (club)	28,700	9567 GPM	2000-2998 GPM
Residential (apartment)	27,000	9000 GPM	2000-2998 GPM



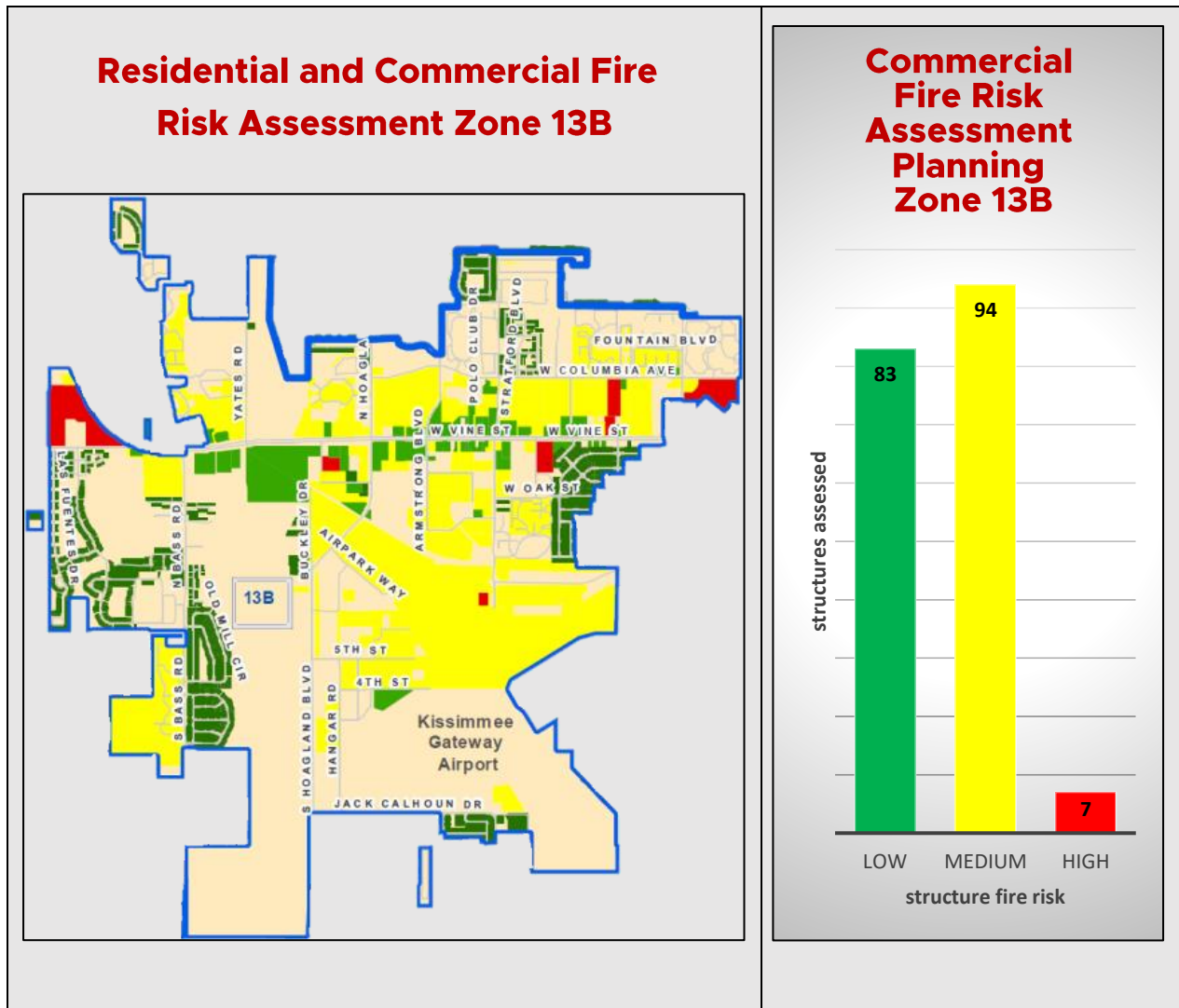
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Community Risk Assessment Standard of Cover

Planning Zone 13B		Fire Station Response Order Stations 13, 11, 14, 12	
Map			
		Critical Infrastructure 1. Kissimmee Fire Station 13 2. Kissimmee-Gateway Airport 3. Give Kids the World 	
Characteristics			
1. Square miles: 4.60 2. Road Miles: 45.80 3. Population: 8,818 4. Occupancies a. One and Two Family: 1882 b. Garden Apartments: 118 c. Mid-Rise (4 stories): 0 d. High Rise (>4 stories): 0 5. Commercial Properties: 162		6. Schools a. PreK-8: 2 b. K-12: 1 c. Flight School: 1 7. Cell/Radio Towers: 4 8. Churches: 4 9. Fire Stations: 1 10. Airports: 1	

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Community Risk Assessment Standard of Cover



Community Profile

Properties

Planning Zone 13B is the largest response zone in District 13 and has a mix of several types of occupancies including high-risk structures. The residential properties in this zone including two and three-story walk-up apartments, townhomes, detached single-family homes, motels, and hotels. The single-family homes are approximately 1000-3500 square feet, and the construction types are mostly ordinary and wood frame.

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Give Kids the World is in this zone. It is one of the most unique resort properties in the world. The resort provides cost-free “magical” vacations to critically ill children and their families. According to Give Kids the World, approximately 177,000 children and their families have been guests at this resort.

Airport

The Kissimmee Gateway Airport is in this planning zone. Chartered, private and historic aircraft frequently are flown in and out of the airport 24 hours a day. Several VIPs use the airport including the POTUS on occasion using smaller government aircraft. There are several flight schools and commercial occupancies on the property. There are also commercial and industrial properties surrounding the airport.

Waterways

Shingle Creek flows from north to south under W. Vine Street. There is limited access to the undeveloped areas west of Shingle Creek. W. Vine Street is the only road in this zone to cross Shingle Creek.

Recreation

Medieval Times is a large dinner attraction for both locals and tourists. The occupancy of this facility can be up to 1500.

Total Properties Assessed:

198

- High Risk Structures
 - Staymore Hotel
 - Baymont Hotel*
 - Medieval Times*
 - Sunset Aviation Flight School*
 - Holy Redeemer School*
 - Trinity Lutheran School*
 - New Beginnings Education Center*
- Hazardous Materials Risk
 - 88 Laundry
 - Family Dollar/Clean Laundry
 - Pest Patrol of Central FL
 - Gorman Pools
 - Home Depot*
 - PPG Distributor*
 - Florida Pest Control
 - Several gas stations, fuel at the airport, and auto repair shops

*Building maintains fire sprinkler system

Community Risk Assessment Standard of Cover

Roads

The primary east/west roads in this district are W. Vine Street and W. Columbia Ave. The major north/south roads are N. Hoagland Blvd. and Dyer Blvd.

Trails

There are approximately two miles of the Shingle Creek Trail in this zone. It runs from the Welcome Center on W. Vine Street to the north on Hoagland Blvd. Currently there are no trail markers, but the City plans to install them within the year. Part of the trail is in a wooded area which could cause delayed access but most of the trail runs next to Hoagland Blvd. Approximately two miles of the Kissimmee Loop Trail is also in this zone which has good access.

Probability of a Major Incident

- Several high risk building are listed in the above chart. They include schools, hotels and Medieval Times.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone (multitude of hazards in close proximity, highways intersections)
- Mitigating factors include fire inspections of the commercial properties and the schools. Safety education has been performed at the schools. Staff at Medieval Times have received safety education including evacuation procedures.

Consequence - Magnitude or Reasonably Expected Loss

- The worst case scenarios in the past have been residential fires. The worst case scenario in the future could be an explosion, large fire, plane crash or a major EMS incident in one of the schools or Medieval Times when occupied.
- Relative loss comparisons: A major incident at one of the structures could have loss of life and would have property, and revenue loss implications.
- Modifying Factors: Fire protection systems at the schools should improve outcomes in the event of a major incident.
- Infrastructure impact in this zone includes the Shingle Creek Regional Park and the Kissimmee-Gateway Airport.

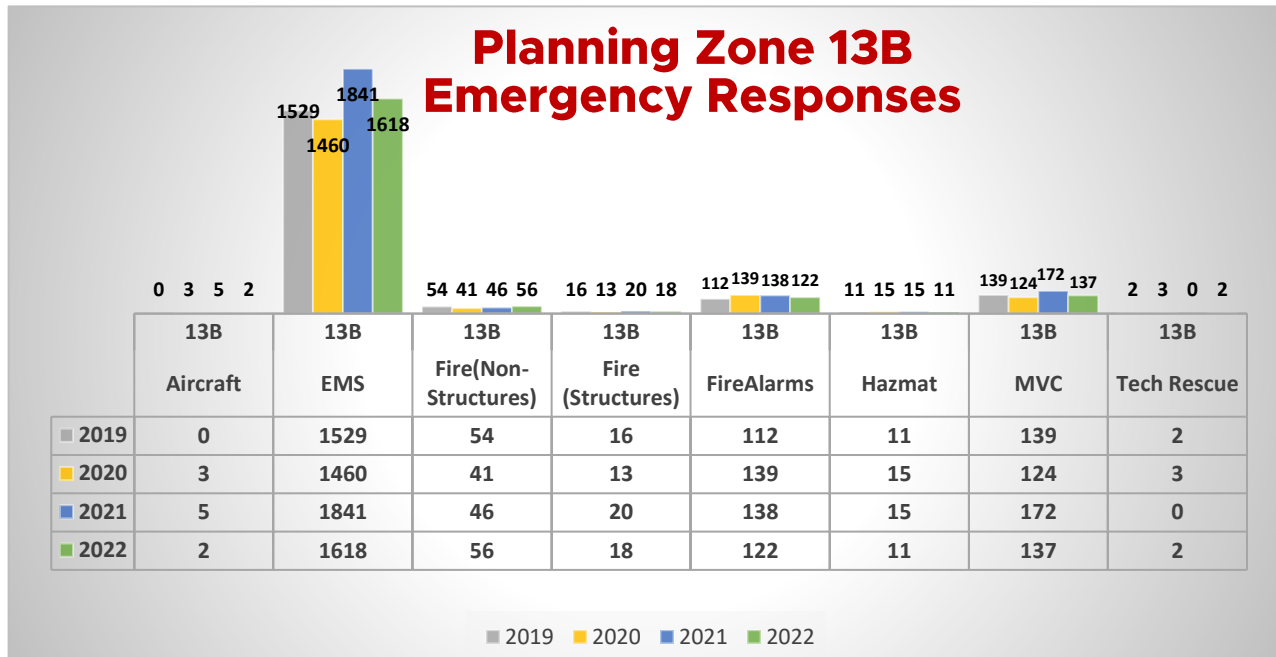
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Community Risk Assessment Standard of Cover

- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.

Planning Zone Activity 2019 – 2022

EMS Incidents continue to have the most significant demand on the Department. The total number of responses in this planning zone is shown on the below chart.



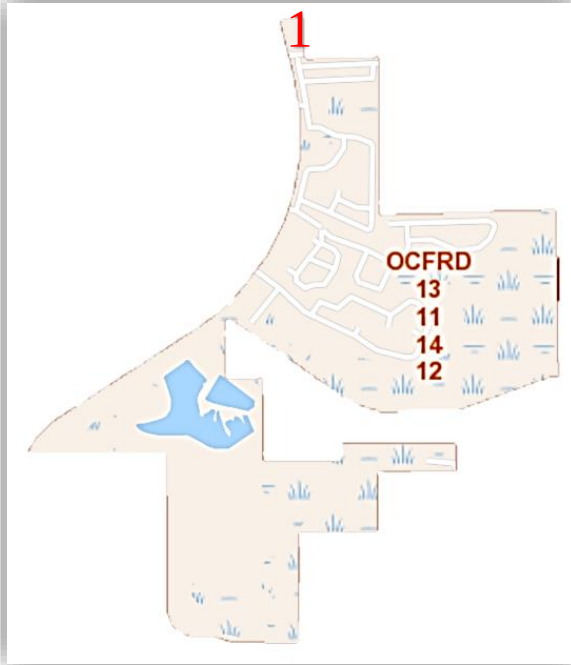
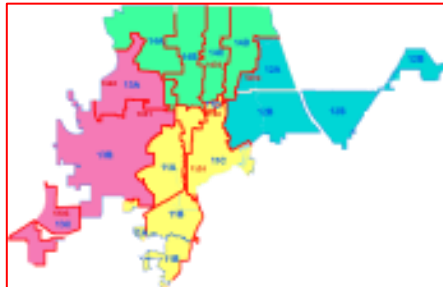
Fire Flow Requirements

The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

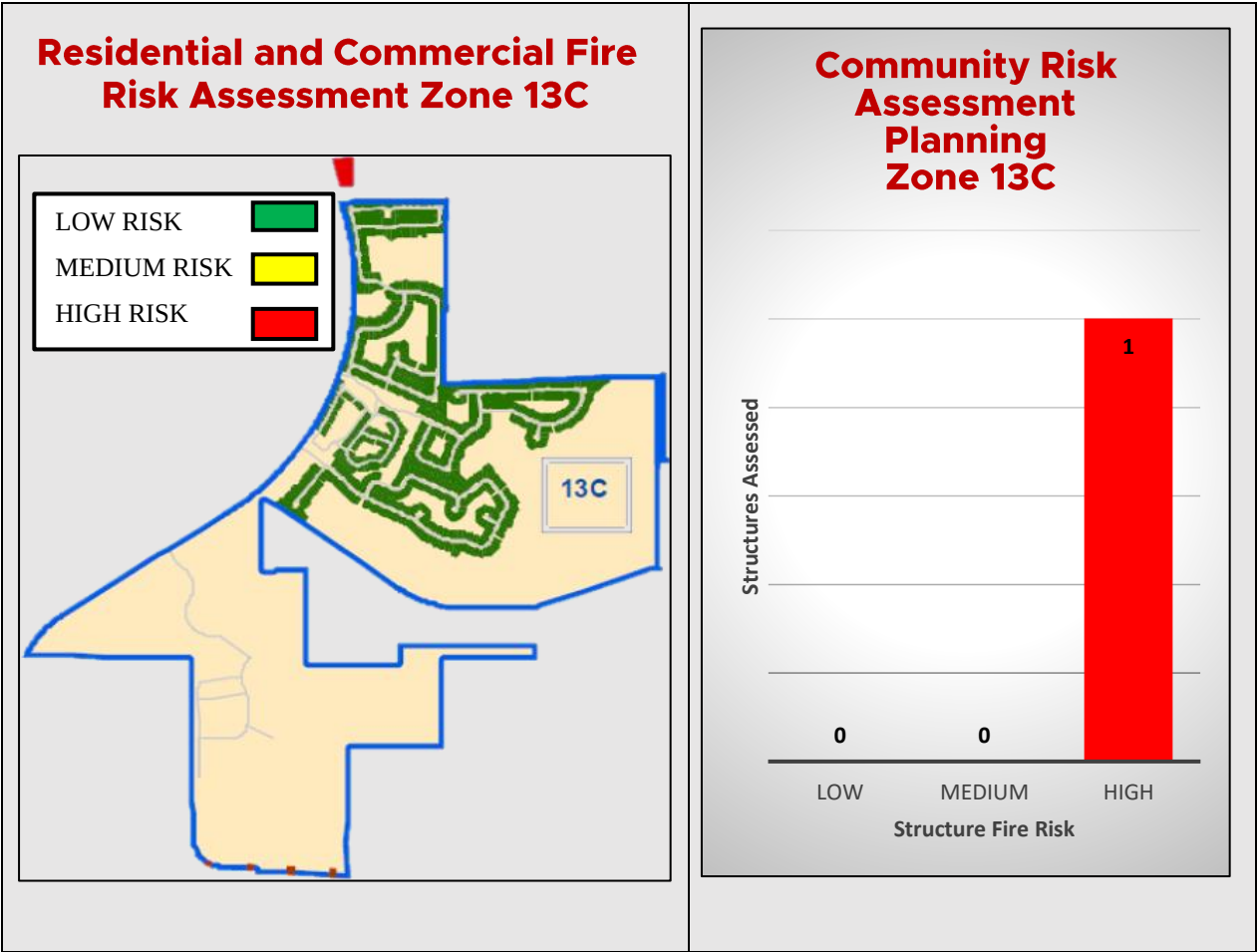
Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (mall)	420,000	140,000 GPM	2000-2998 GPM
Residential (apartment)	24,000	8000 GPM	1500-2498 GPM

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Community Risk Assessment Standard of Cover

Planning Zone 13C		Fire/Rescue Responsibility: Osceola County	
Map			
		Critical Infrastructure: Mater Palms Academy 	
Characteristics			
1. Square miles: 1.24 2. Road Miles: 7.54 3. Population: 1,604 4. Occupancies a. One and Two Family: 1079 b. Garden Apartments: 0		c. Mid-Rise (4 stories): 0 d. High Rise (>4 stories): 0 5. Commercial Properties: 0 6. Schools a. K-12: 1	

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Community Profile

Overview

Osceola County provides first due responses to Planning Zone 13C due to the closer proximity of their fire stations. The primary mutual aid agreement dated May 4, 2004, between the City and Osceola County covers the agreement in this response area. The City of Kissimmee Fire Prevention Bureau manages all fire prevention events, inspections, and approvals.

Properties

The two residential communities in this zone consist of a mix of townhomes and single-family homes with ordinary construction.

Community Risk Assessment Standard of Cover

School

There is one modern school in the zone, which meets the latest building and fire codes. Poinciana Blvd. is the only primary road in this zone.

Roads

The only major road in this zone is N. Poinciana Blvd. that is a four-lane divided highway.

Total Properties Assessed:

1

- High Risk Structures
Mater Academy*

*Building maintains fire sprinkler system

Probability of a Major Incident

- One high risk school is listed in the chart to the right.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone (multitude of hazards in close proximity, highways intersections)
- Mitigating factors include fire inspections of the school.

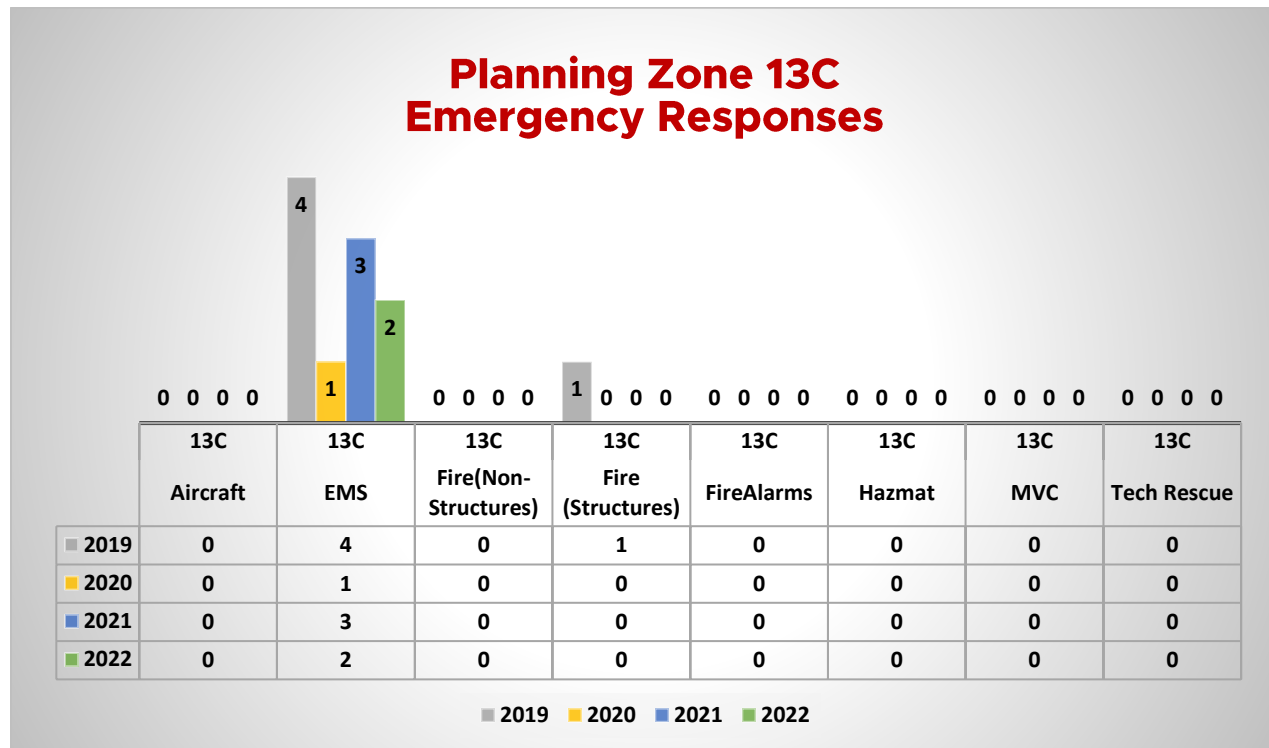
Consequence - Magnitude or Reasonably Expected Loss

- The worst case scenarios in the past have been residential fires. The worst case scenario in the future could be a fire or a large EMS incident in the school.
- Relative loss comparisons: A major incident at the school would have property loss implications.
- Modifying Factors: Fire protection systems at the school should improve outcomes in the event of a major incident. The school is a large two-story property that is fully sprinklered and has a modern fire alarm system.
- Infrastructure impact in this zone includes the Shingle Creek Regional Park and other wooded properties. Also, there are limited roads to the area which could also delay access to this zone.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.

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Community Risk Assessment Standard of Cover

Planning Zone Activity 2019 – 2022



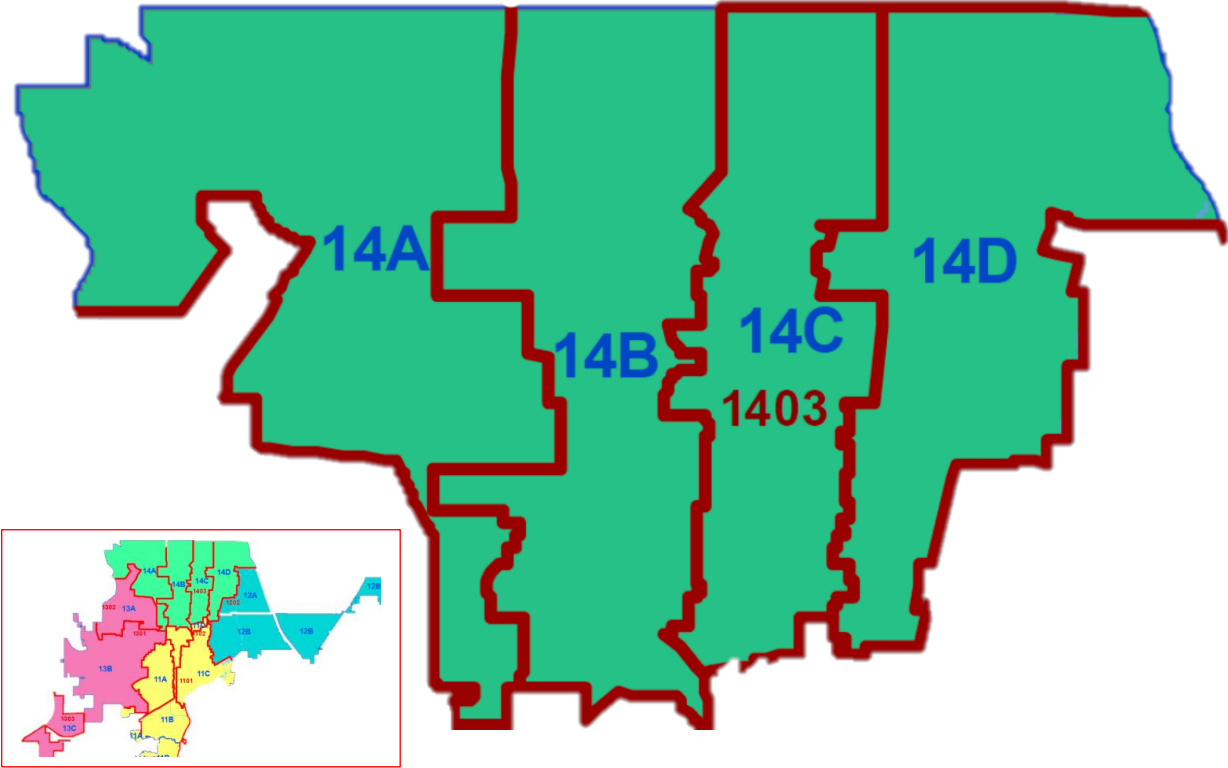
Fire Flow Requirements

The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (school)	25,700	8567 GPM	0-998 GPM
Residential (apartment)	8400	2800 GPM	0-998 GPM

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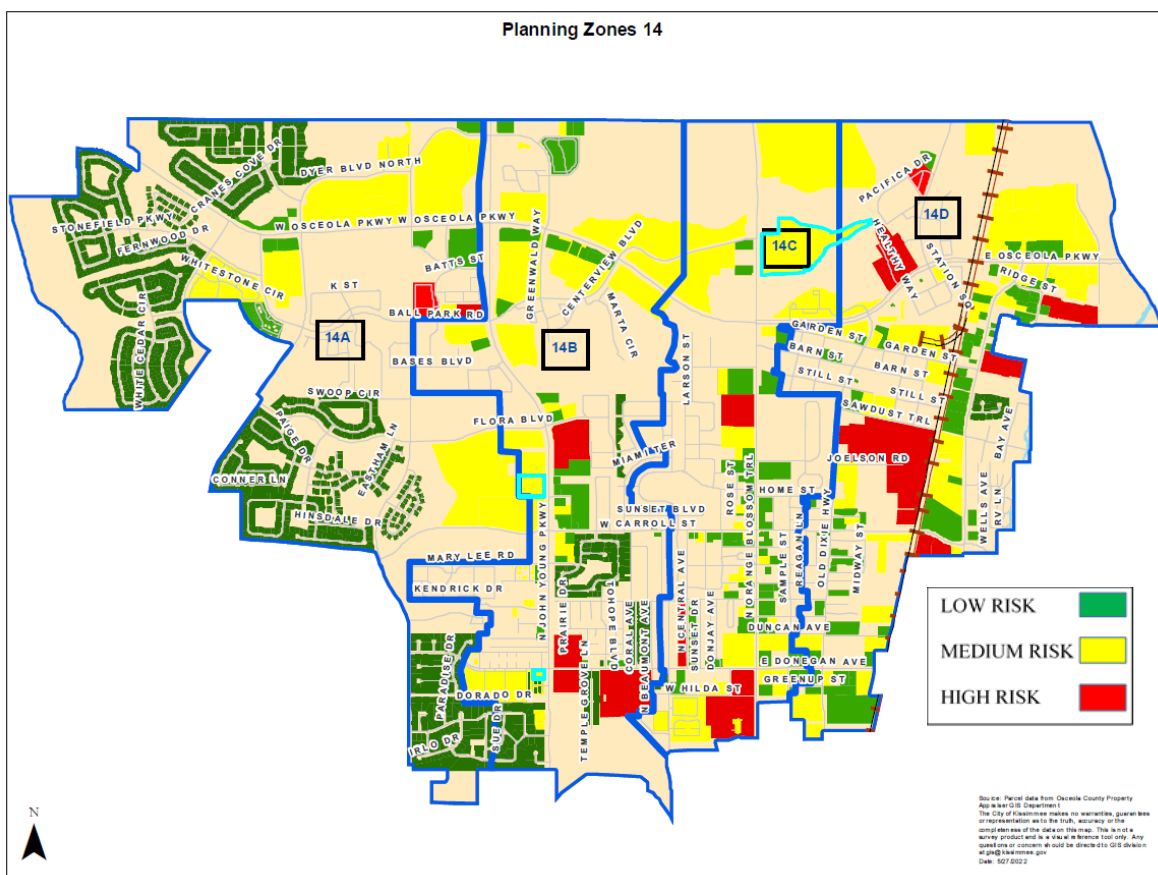
District 14 and Planning Zones 14A, 14B, 14C and 14D

Fire Station 14 1101 Regatta Bay Blvd	Zoning Plans 14A, 14B, 14C, 14D	
	Apparatus & Minimum Staffing	Station Information
	Engine 14 - 3 Rescue 14 - 2	Built - 2004 Renovated - 2019
		

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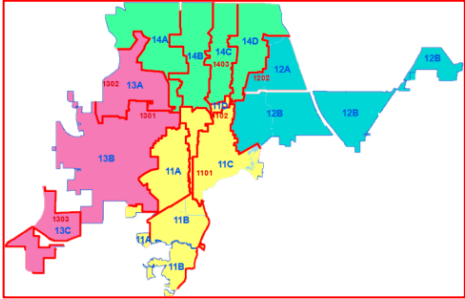
Community Risk Assessment Standard of Cover

Residential and Commercial Fire Risk Assessment Results District 14

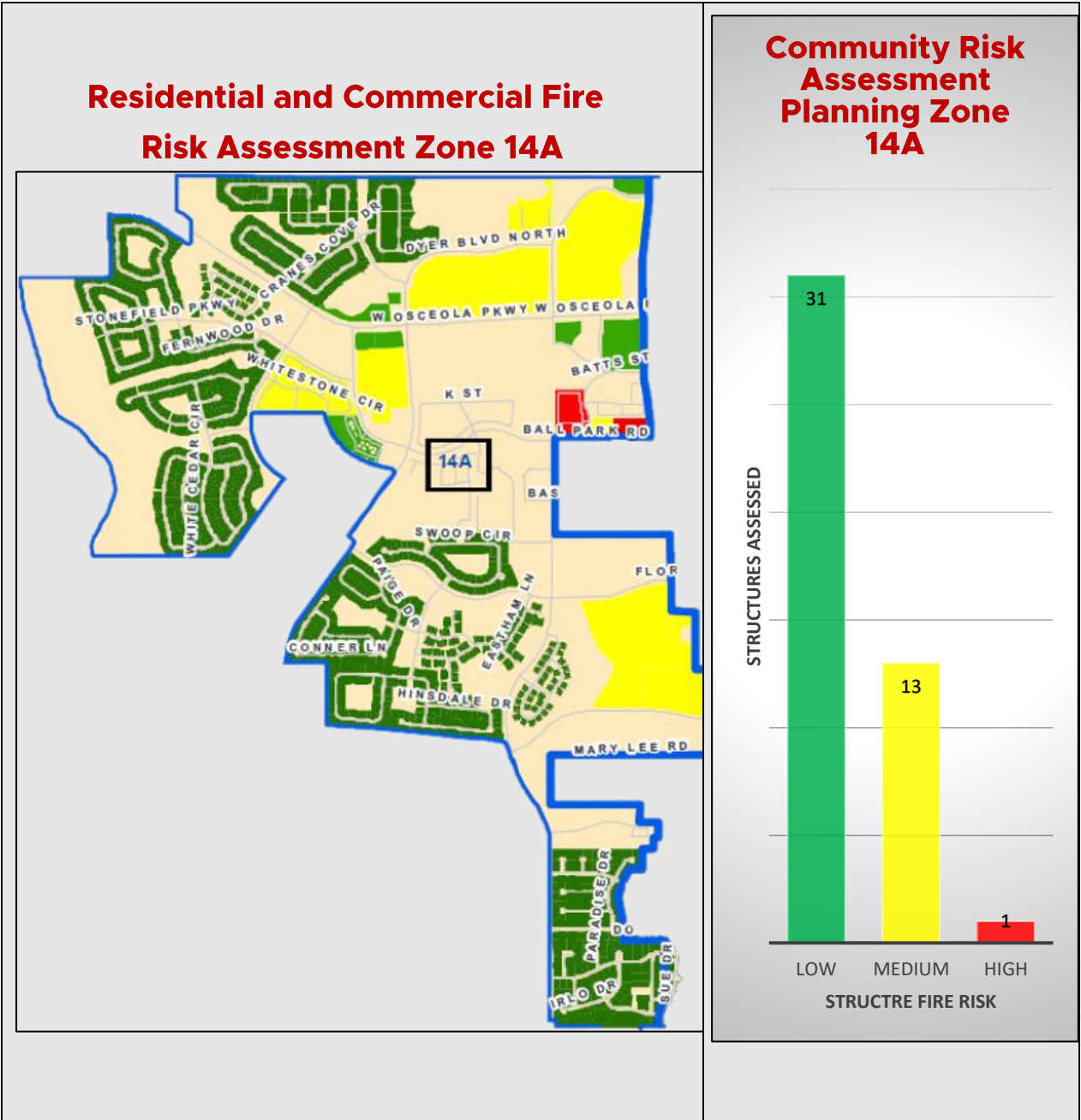


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Community Risk Assessment Standard of Cover

Planning Zone 14A	Fire Station Response Order Stations 14, 13, 11, 12	
Map	Characteristics	
 No Critical Infrastructure	1. Square miles: 2.22 2. Road Miles: 30.68 3. Population: 6,856 4. Occupancies a. One and Two Family: 1984 b. Garden Apartments: 14 c. Mid-Rise (4 stories): 1 d. High Rise (>4 stories): 0 5. Commercial Properties: 44 6. Assisted Living Facility: 1 	

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Community Profile

Properties

Planning Zone 14A has a mix of several types of residential occupancies including two-and-three-story walk-up apartments, townhomes, and single-family homes. There are also several newer four-story mid-rise apartment buildings. The single-family homes are approximately 1500 – 3500 square feet and the construction type for most of the residential structures is ordinary and wood frame.

Commercial

There are also several strip malls and other commercial properties. The Loop West is a large shopping area with restaurants and several shops. Approximately sixty acres directly south of the Loop West is in the process of being developed into a mixed-use residential and retail complex.

Roads

The major north/south roads in the zone are Dyer Blvd. and N. Thacker Ave. The major east/west road is Osceola Pkwy.

Total Properties Assessed:

1

- High Risk Structures
 - Sonata (assisted living facility)
- Hazardous Materials Risk
 - Several gas stations, fuel at the airport, and auto repair shops

*Building maintains fire sprinkler system

Probability of a Major Incident

- One high risk building is located in this planning zone and is listed in the above chart.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone (multitude of hazards in close proximity, highways intersections)
- Mitigating factors include fire inspections of the assisted living facility (ALF), the airport, and other commercial properties. Staff at the ALF received safety education including evacuation procedures.

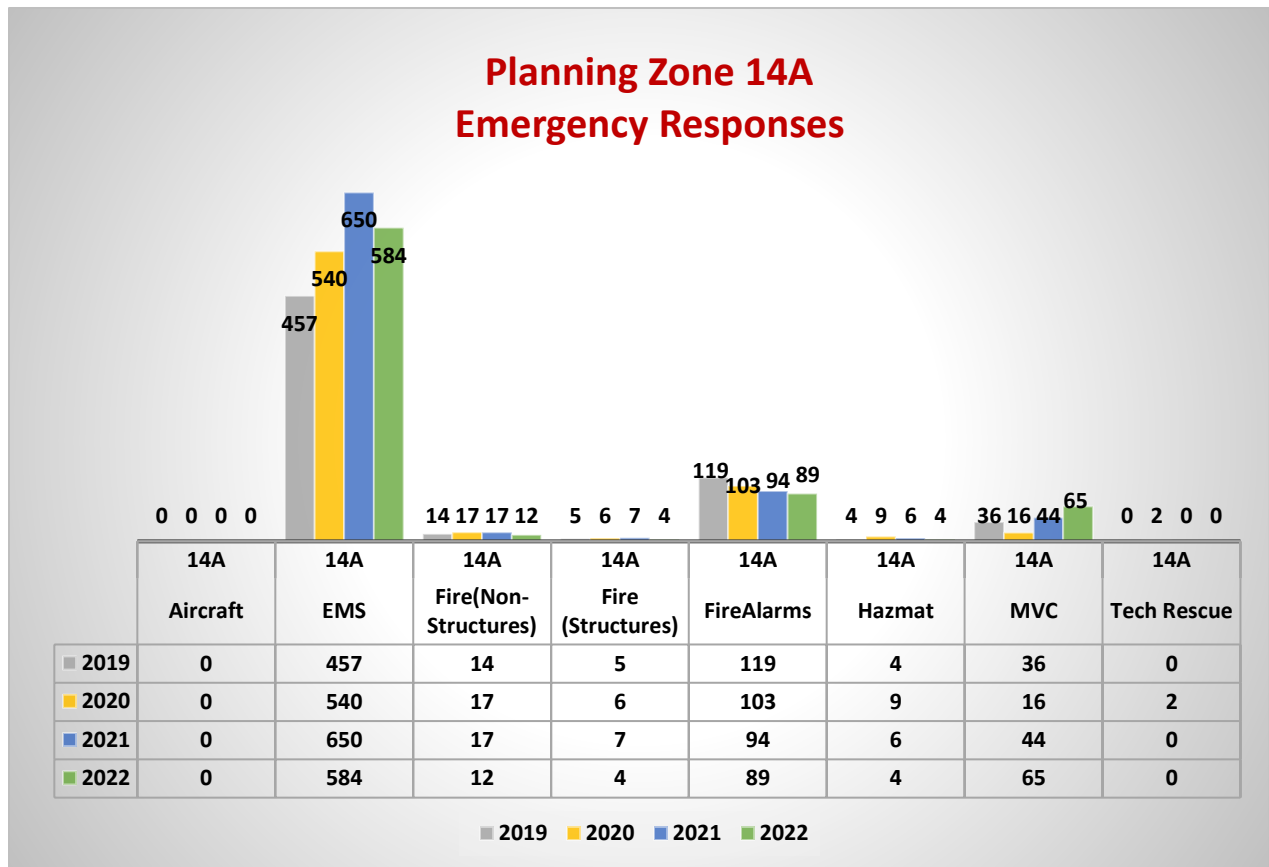
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Community Risk Assessment Standard of Cover

Consequence - Magnitude or Reasonably Expected Loss

- The worst case scenarios in the past have been residential fires. The worst case scenario in the future could be a fire or a large EMS incident in the ALF.
- Relative loss comparisons: A major incident at one of the structures could have loss of life, property, and revenue loss implications.
- Modifying Factors include fire sprinkler and protection systems at the assisted living facility (ALF). Also safety education for the staff at the ALF should improve outcomes in the event of a major incident.
- Infrastructure impact in this zone includes the Shingle Creek Regional Park.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.

Planning Zone Activity 2019 – 2022



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Community Risk Assessment Standard of Cover

Fire Flow Requirements

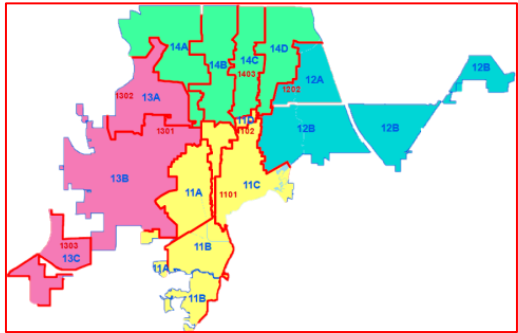
The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (strip mall)	218,000	72,667 GPM	2000-2998 GPM
Residential (apartment)	216,000	72,000 GPM	2000-2998 GPM



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Community Risk Assessment Standard of Cover

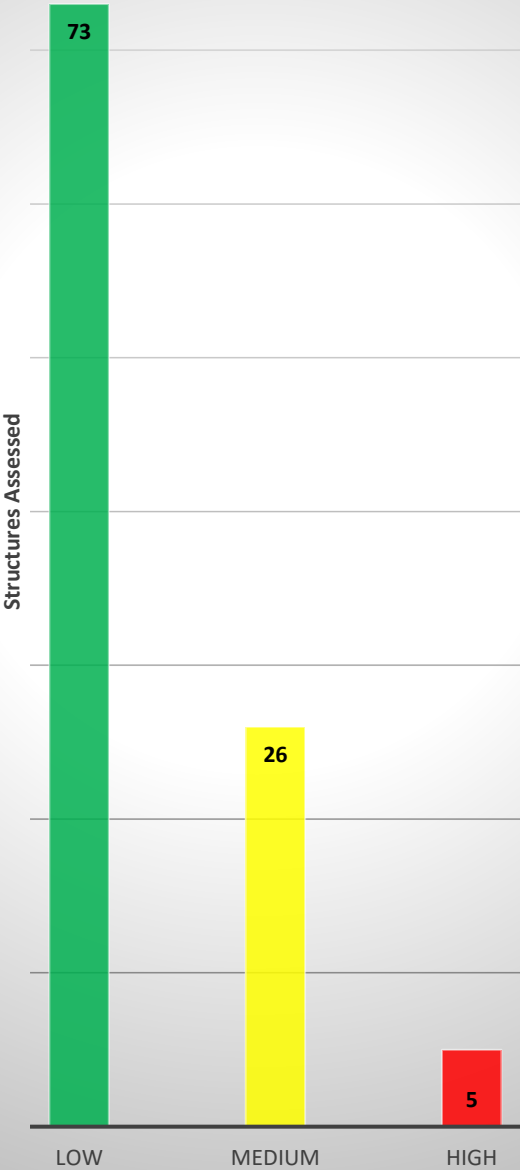
Planning Zone 14B	Fire Station Response Order Stations 11, 14, 13, 12
Map	Characteristics
 Critical Infrastructure 1. Kissimmee Fire Station 14 2. Osceola Science Stem School 3. Kissimmee Utility Authority Water Treatment Plant 4. Highlands Elementary School	1. Square miles: 1.64 2. Road Miles: 25.01 3. Population: 5,295 4. Occupancies a. One and Two Family: 421 b. Garden Apartments: 59 c. Mid-Rise (4 stories): 0 d. High Rise (>4 stories): 0 5. Commercial Properties: 6. Schools a. Elementary: 1 b. K-12: 1 7. Nursing Homes: 2 8. Assisted Living Facility: 3 9. Cell/Radio Towers: 1 10. Churches: 5 

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Residential and Commercial Fire
Risk Assessment Zone 14B



Community Risk
Assessment Planning
Zone 14C



Community Profile

Properties

This zone contains a mix of residential, commercial, and light industrial properties. Many properties are being developed and the population is growing rapidly. There are also several newer four and five-story mid-rise apartment buildings. The single-family homes are approximately 1500 – 3000 square feet and the construction type for most of the residential structures is ordinary or wood frame.

Industrial

Toho Water Authority has a water treatment plant, and the main office of the Kissimmee Utility Authority is in this zone. The Osceola Animal Diagnostic Lab has a high hazardous materials risk.

Other

There are also several assisted living facilities and two schools in this planning zone.

Probability of a Major Incident

- The high risk buildings in this planning zone are listed in the above chart. The North Bermuda Water Treatment Plant is a smaller facility than the South Bermuda Plant but still maintains a potential hazmat risk.

Total Properties

Assessed:

110

1. High Risk Structures
 - a. Keystone Villas #1
(assisted living)
 - b. Keystone Villas #2
(assisted living)
 - c. Keystone Rehab*
 - d. Living Center of
Kissimmee* (nursing
home)
 - e. Osceola Science STEM
School*
 - f. Highland Elementary
School*
2. Hazardous Materials Risk
 - a. North Bermuda Water
Treatment Plant*
 - b. Osceola Animal Diagnostic
Lab*
 - c. Several gas stations and
auto repair shops

Community Risk Assessment Standard of Cover

- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone.
- Mitigating factors include fire inspections of the nursing home, ALFs, schools and other commercial properties. Staff at the ALFs and nursing home received safety education including evacuation procedures.

Consequence - Magnitude or Reasonably Expected Loss

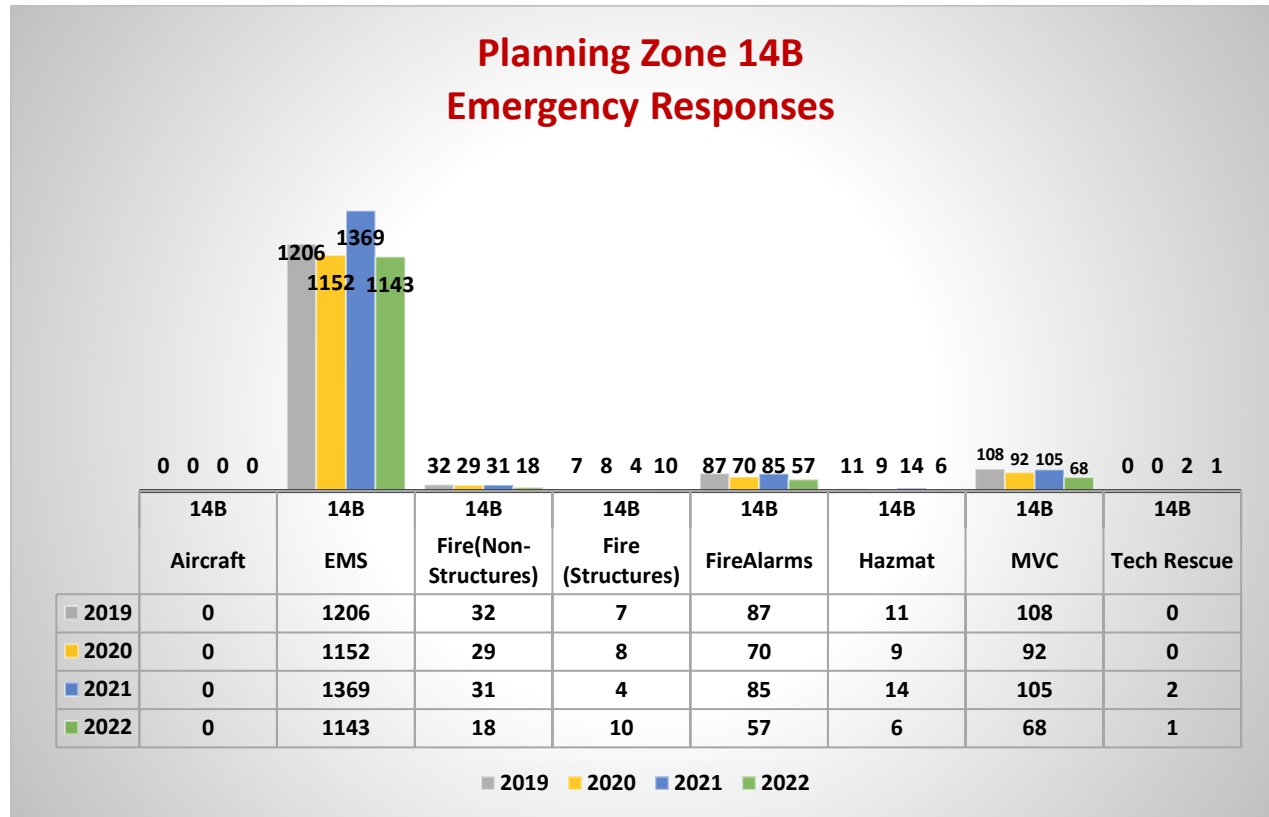
- The worst case scenarios in the past have been residential fires. The worst case scenario in the future could be a fire or a large EMS incident in one of the high risk structures in this planning zone.
- Relative loss comparisons: A major incident at one of the structures would have life, property, and revenue loss implications.
- Modifying Factors include fire protecting systems and safety education for the staff at the high risk facilities should improve outcomes in the event of a major incident.
- No major infrastructure impacts in this area.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.



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Community Risk Assessment Standard of Cover

Planning Zone Activity 2019 – 2022



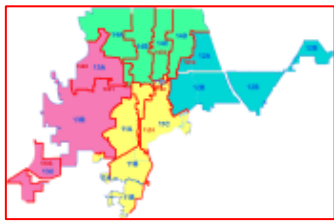
Fire Flow Requirements

The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (Strip Mall)	175,600	58,533 GPM	2000 – 2998 GPM
Residential (2920 Flora Ridge)	69,550	23,183 GPM	2000 – 2998 GPM

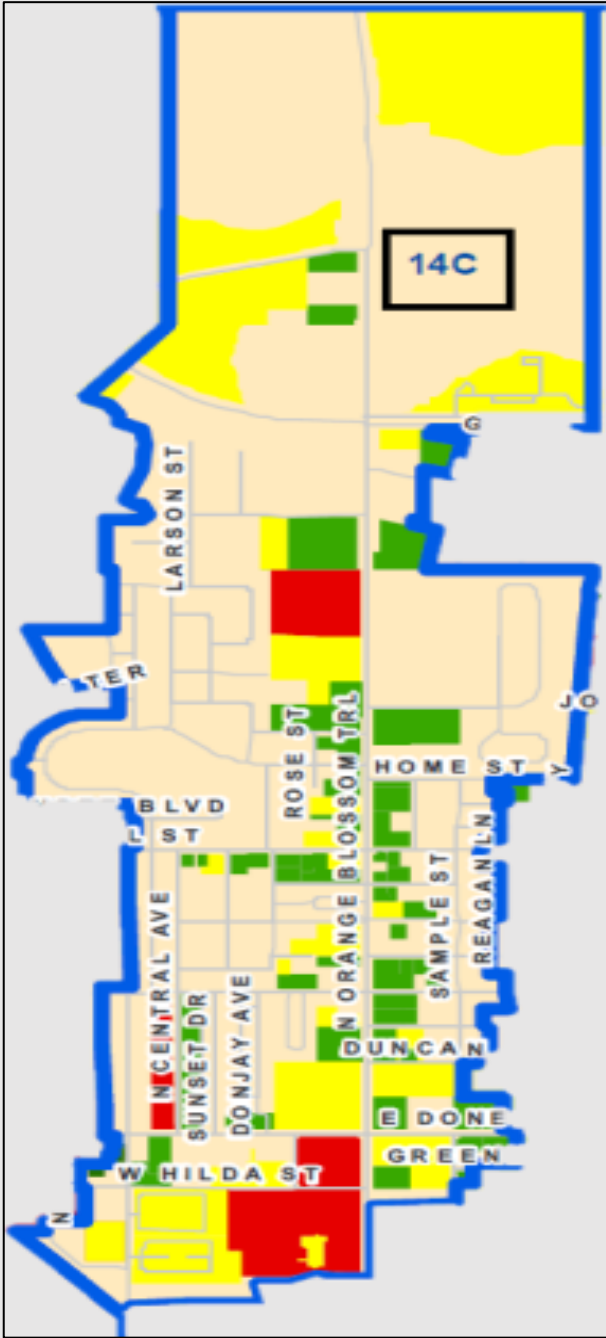
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Community Risk Assessment Standard of Cover

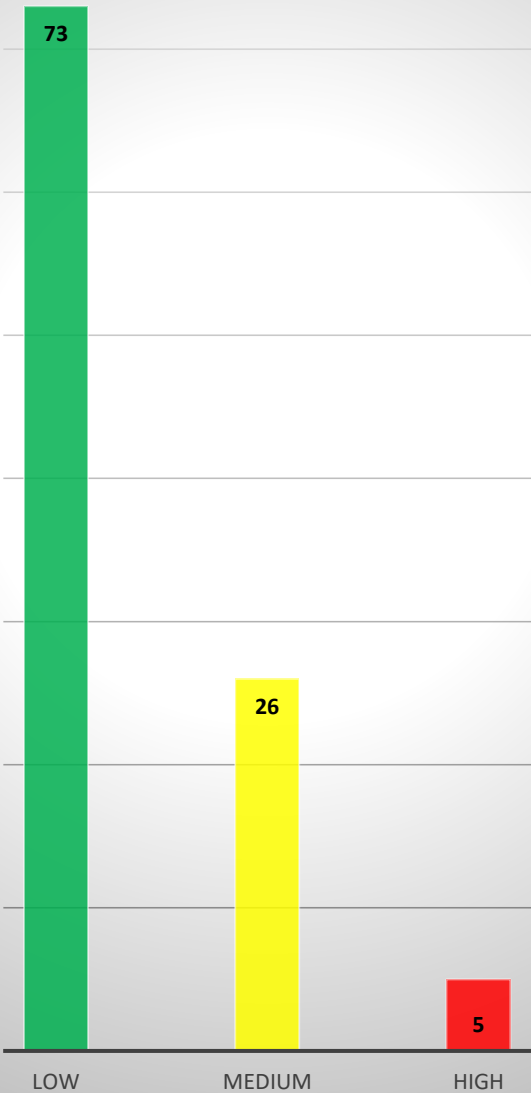
Planning Zone 14C	Fire Station Response Order Stations 14, 11, 12, 13	
Map	Characteristics	
	1. Square miles: 1.24 2. Road Miles: 20.19 3. Population: 2,456 4. Occupancies a. One and Two Family: 3 b. Garden Apartments: 5 c. Mid-Rise (4 stories): 0 d. High Rise (>4 stories): 0 5. Commercial Properties: 99 6. Schools a. Grades PK-12: 2 b. Grades 6-12: 1 c. High School: 1 7. Assisted Living Facility: 1 8. Churches: 5 9. Cell/Radio Towers: 1 10. Hospital: 1 Critical Infrastructure 1. Florida Hospital Kissimmee 2. Osceola School of the Arts 	

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Residential and Commercial Fire
Risk Assessment Zone 14C



Community Risk
Assessment Planning
Zone 14C



Community Profile

Properties

Planning Zone 14C covers a large part of the Osceola County Contract Area. It contains a mix of several types of occupancies including two- and three-story walk-up apartments, townhomes, and single-family homes. The single-family homes are approximately 2000-3500 square feet, and the construction types are mostly ordinary and wood frame.

Tropical Lakes is a modular home neighborhood with mainly lightweight wood construction and one of the few areas to which the Department responds that does not have adequate fire hydrants. Surrounding Tropical Lakes are several neighborhoods and some commercial properties along N. Orange Blossom Trail, Carroll Street, and Osceola Parkway.

Hospital

Advent Health Kissimmee is one of two large hospitals in the City.

Commercial/Schools

There are several schools, auto repair facilities, and several churches in the planning zone. There is one assisted living facility.

Roads

The primary north/south roads in the area are N. Orange Blossom Trail and Old Dixie Highway. The major east/west roads are Osceola Parkway and Carroll Street.

Total Properties

Assessed:

106

- High Risk Structures:
 - Advent Health Kissimmee*
 - Oak Leak Landing Assisted Living*
 - Victory Charter School*
 - Osceola County School for the Arts*
 - West Kissimmee Baptist Church*
- Hazardous Materials Risk
 - Royal Battery
 - Several gas stations and auto repair shops

Community Risk Assessment Standard of Cover

Probability of a Major Incident

- The high risk buildings in this planning zone are listed in the above chart.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone (multitude of hazards in close proximity, highways intersections)
- Mitigating factors include fire inspections of the high risk facilities in this zone. Staff at the senior living centers, schools and the hospital received safety education including evacuation procedures.

Consequence - Magnitude or Reasonably Expected Loss

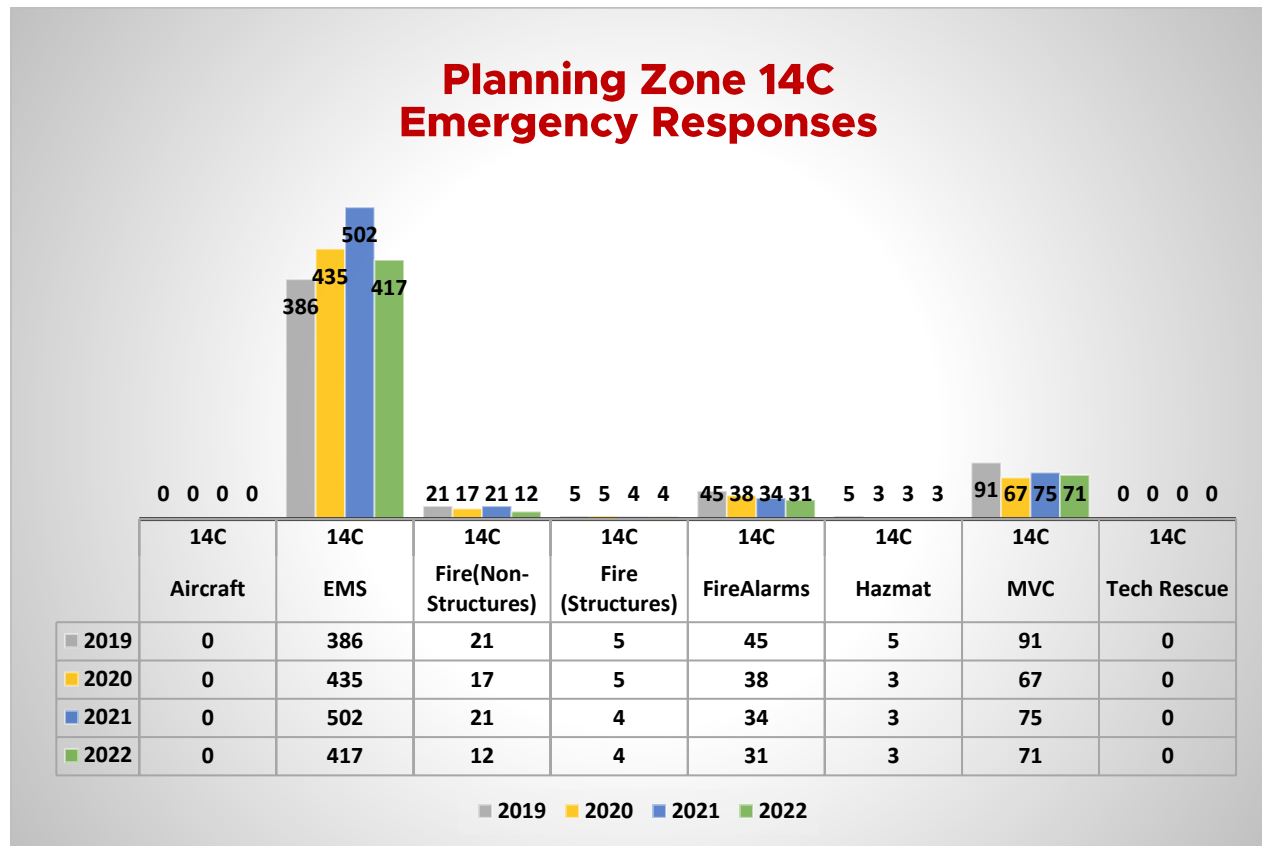
- The worst case scenarios in the past have been residential fires. The worst case scenario in the future could be a fire or a large EMS incident in one of the high risk facilities in this planning zone.
- Relative loss comparisons: A major incident at one of the structures would have life, property, and revenue loss implications.
- Modifying Factors include fire protection systems and safety education for the staff at the high risk facilities which should improve outcomes in the event of a major incident.
- Infrastructure impact in this zone includes the railroad right-of-way which could effect fire/rescue response to this area. Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.



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Community Risk Assessment Standard of Cover

Planning Zone Activity 2019 – 2022



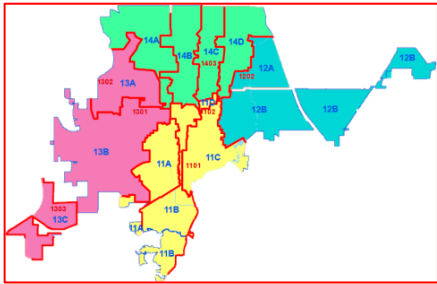
Fire Flow Requirements

The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from two fire hydrants within 300-600 feet.

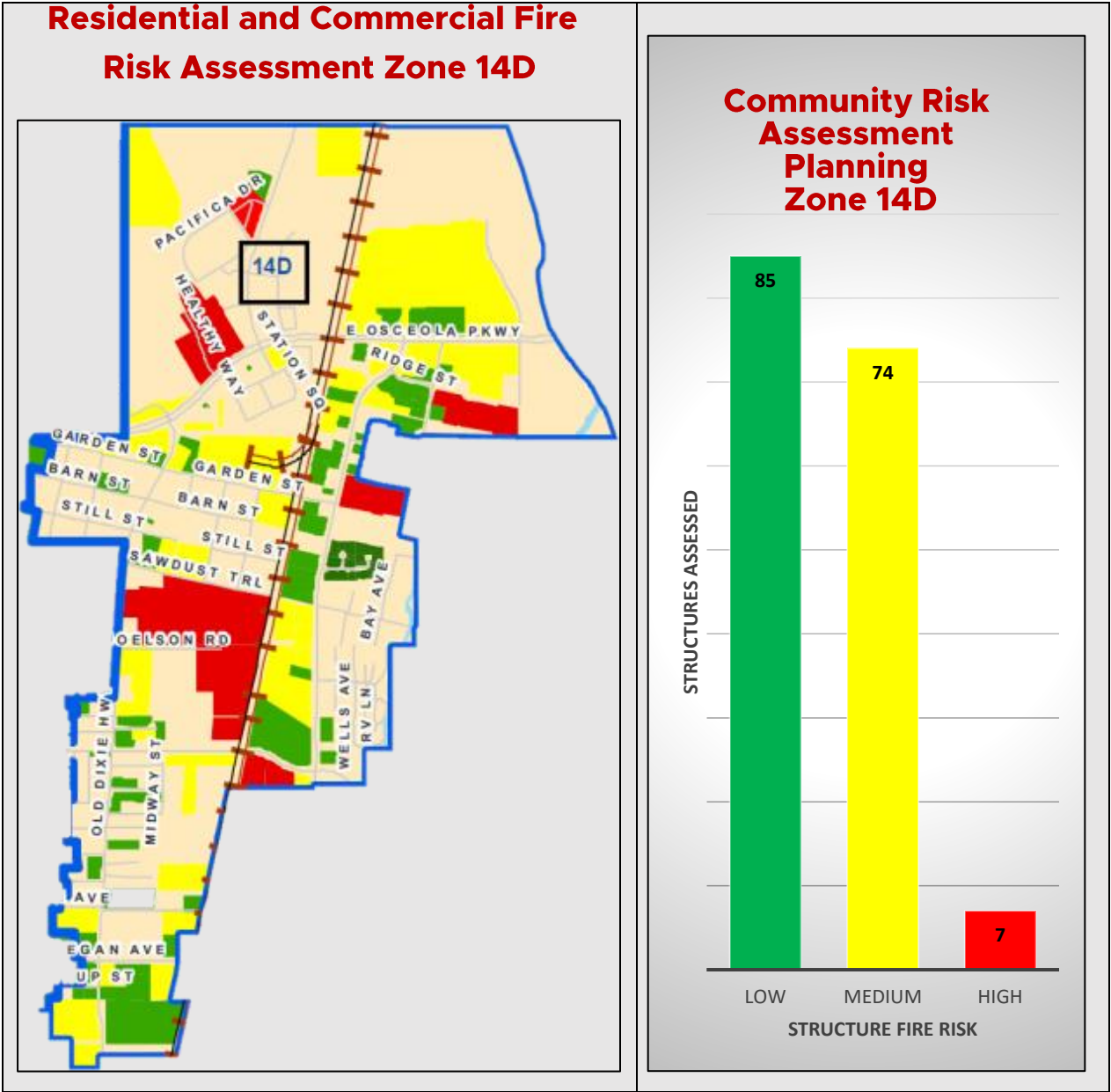
Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (Strip Mall)	345,460	115,153	2000-2998
Residential (apartment)	189,400	63,133	2000-2998

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Community Risk Assessment Standard of Cover

Planning Zone 14D	Fire Station Response Order Stations 14, 12, 11, 13	
Map	Characteristics	
 Critical Infrastructure 1. Kissimmee Community Release Center	1. Square miles: 1.60 2. Road Miles: 19.08 3. Population: 1,294 4. Occupancies a. One and Two Family: 40 b. Garden Apartments: 0 c. Mid-Rise (4 stories): 1 d. High Rise (>4 stories): 0 5. Commercial Properties: 156 6. Schools a. PreK-12: 1 7. Churches: 8 8. Hospitals: 1 Emergency Department 9. Cell/Radio Towers: 4 10. Pre-Release Center: 1	
		

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Community Overview

Properties

Planning Zone 14D is a small planning zone and mostly covered by the Osceola County Contract Area. The area contains commercial properties, some light industrial, 1000-3000 square foot single-family homes, and a few new 4-story mid-rise apartments.

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Commercial

Suburban Propane and Lynch Oil are two high-risk properties that are next door to each other. Suburban Propane maintains two 30,000-gallon propane tanks and Lynch Oil has various size tanks of diesel fuel, motor oils, and grease. Orlando Health has a large free-standing Emergency Department in the northern section of the zone. The Tupperware World Headquarters is located on a large track of land in the north central area of this zone, but several working groups of the company are being relocated. This is mostly office space with a few outbuildings for storage.

Roads

The major north/south road is Michigan Ave., and the main east/west roads are Carroll Street and Osceola Pkwy. A main rail line runs north/south through this area with major a crossing at Carroll Street between Old Dixie Highway and Michigan Ave.

Probability of a Major Incident

- The high risk buildings in this planning zone are listed above.
- Based on historical data, the below chart shows the likelihood of the various types of incidents occurring in this planning zone (multitude of hazards in close proximity, highways intersections)

Total Properties Assessed: 166

1. High Risk Structures
 - a. Suburban Propane
 - b. Gate Precast Company
 - c. Building Blocks GFRC
 - d. Orlando Health Free Standing ED
 - e. Nazareth Christian Academy
 - f. FL Department of Corrections Pre-Release Center
 - g. Lynch Oil
2. Hazardous Materials Risk
 - a. SiteOne Landscape Supply
 - b. Preferred Materials
 - c. Pool Store Strip Mall 840/850 E. Donegan
 - d. Suburban Propane
 - e. Lynch Oil
 - f. Marydia Industrial Center
 - g. Gate Precast Concrete
 - h. Building Blocks GFRC

Community Risk Assessment Standard of Cover

- Mitigating factors include fire inspections of the nursing home, ALFs, schools and other commercial properties.

Consequence - Magnitude or Reasonably Expected Loss

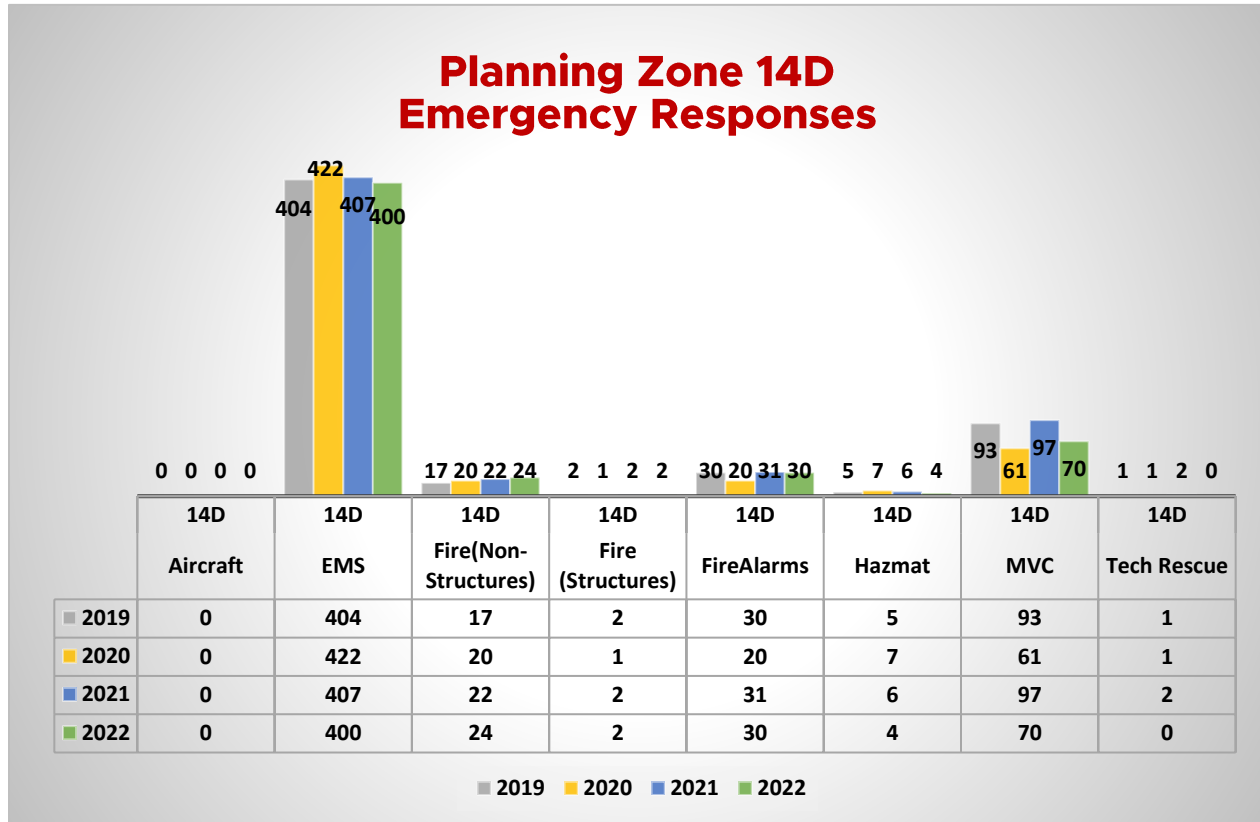
- The worst case scenarios in the past have been residential fires. The worst case scenario in the future could be a fire or a large EMS incident at one of the high risk structures in this planning zone.
- Relative loss comparisons: A major incident at one of the structures would have life, property, and revenue loss implications.
- Modifying Factors include fire protection systems at the high risk facilities which should improve outcomes in the event of a major incident. Staff at the ALFs and nursing home received safety education including evacuation procedures.
- Infrastructure impact in this zone includes the railroad right-of-way which could effect fire/rescue response to this area.
- Mutual aid from multiple jurisdictions and a fifth fire station that is scheduled to open in 2024 will help with drawdown from other incidents.



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Community Risk Assessment Standard of Cover

Planning Zone Activity 2019 – 2022



Fire Flow Requirements

The below chart shows the largest commercial and residential structure in the zone. For each property, the chart lists the square feet, the fire flow based on 100% involvement and the available water supply from 2 fire hydrants within 300-600 feet.

Type of Structure	Square Feet	100% Fire Flow Required (ft ² /3)	Available Water Supply (2 hydrants)
Commercial (Strip Mall)	64,000	21,333	2000 – 2998 GPM
Residential (apartment)	23,556	7852	2000 – 2998 GPM

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SECTION 5 – STANDARD OF COVER

(CC 2A.4, 2A.6)

The Standard of Cover describes the deployment of personnel and physical resources by service type (call type) throughout the coverage area (City legal boundaries and OCCA). A critical task analysis was used to determine what resources are indicated for each incident type. The population density of each planning zone was considered for the purpose of developing response time standards. To develop response time goals, the 2020 Census Bureau’s urban area classification was used since it includes at least 2,000 housing units or has a population of at least 5,000. Based on information received at the PSAP, a call type is entered into the CAD. The CAD then deploys the predetermined resources based on the deployment strategies identified in the Department’s Fire Dispatch Protocols Chart and ProQA for EMS calls. This Standard of Cover was created using established policies as well as new policies to meet the objectives.

Benchmark Vs. Baseline Performance

Benchmark statements describe the performance goal that the Department is striving to achieve. Baseline performance is what the Department is currently delivering with the existing resources and processes. Throughout this section of the SOC, response time benchmark statements are made for each program and risk category followed by baseline performance statements. Charts that include benchmark and baseline times are also included. These include both the first due and the effective response force (ERF).

Baseline Performance Data Processing Methodology

For the purpose of evaluating response performance, it was determined that it is best to make this analysis based on what was known at the time the call was initiated. Data for baseline performance was gathered from raw CAD data in Excel format. It was then filtered for pertinent fields and calculated to desired format. Only emergency call types were selected for the evaluation of performance. Units that did not go Enroute or arrive to the scene were not included in the performance data. (See Appendix 5 for the detailed process)

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Response Performance Components

Alarm Handling

The alarm handling time is the time between receipt of a 911 call until the first unit in CAD is dispatched. The PSAP uses two segments of time to calculate alarm handling time (route time plus processing time). The route time is the time between the receipt of the 911 call and the time that the call is routed to the dispatcher. The call processing time starts when the call is routed to the dispatcher and continues until the dispatch of the first unit in CAD.

PSAP Benchmark Statements

Alarm Handling Benchmark:

Currently the PSAP does not have an alarm handling benchmark or route time benchmark. **Here is the PSAP's Call Processing Time Benchmark:** For 90 percent of all incidents, the call processing time shall be **60 seconds**. (KPD SOP 030 03.10.21).

Here is the Department's goal for the alarm handling benchmark: For 90 percent of all EMS calls, the alarm handling time is **30 seconds**. For 90 percent of all other emergency calls, the alarm handling time is **120 seconds**. Additional units may be dispatched to assist the first alerted unit after the call taker completes ProQA or attains additional information.

Note: For the alarm handling benchmarks, 120 seconds was used in the CRA SOC for all programs.



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Community Risk Assessment Standard of Cover

PSAP Baseline Statements

Here are the 90th percentile alarm handling baselines for each program and risk category:

2019-2022 Alarm Handling Times	
EMS Low Risk	3:39
EMS Moderate Risk	3:25
EMS High Risk	3:27
Motor Vehicle Collision	3:28
Fire Low Risk	3:55
Fire Moderate Risk	3:49
Fire High Risk	3:24
Fire Non-Structure	4:03
Aviation Low Risk	2:46
Aviation Moderate Risk	2:40
Aviation High Risk	2:03
HazMat Low Risk	3:52
HazMat Mod Risk	4:20
HazMat High Risk	6:50
Tech Rescue	4:30
Fire Alarms	2:54
Total (Average)	3:41

Alarm Handling Baseline: The alarm handling baseline to dispatch the first unit on all calls is **3 minutes and 41 seconds (3:41).**



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Community Risk Assessment Standard of Cover

Turnout Time

Turnout time is the time it takes a unit to begin response from the moment of notification. It is the measurement from the time the unit is dispatched or “paged” to the time the unit is enroute.

Department Turnout Time Benchmark Statement

Turnout Time Benchmark: For 90 percent of calls, the turnout time is not to exceed 60 seconds for incidents not requiring turnout gear and not to exceed 80 seconds for incidents requiring turnout gear. (Department SOG 300.07 12-07-18)

Department Turnout Time Baseline Statement

Turnout Time Baseline: The turnout time baseline for all calls is 2 minutes and 4 seconds (2:04).

Here are the 90th percentile turnout time baselines for each program and risk category:

2019-2022 Turnout Times	
EMS Low Risk	2:08
EMS Moderate Risk	2:08
EMS High Risk	1:58
Motor Vehicle Collision	2:08
Fire Low Risk	1:55
Fire Moderate Risk	2:15
Fire High Risk	1:31
Fire Non-Structure	2:09
Aviation Low Risk	1:57
Aviation Moderate Risk	1:23
Aviation High Risk	2:02
HazMat Low Risk	2:15
HazMat Mod Risk	2:32
HazMat High Risk	:08
Tech Rescue	2:20
Fire Alarms	2:26
Total (Average)	2:04

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Travel Time (Distribution and Concentration)

Distribution

Distribution is the geographic location of all first due resources for initial intervention. It is expressed as the travel time of the first due unit to the scene from a fire station. The success of the City's distribution can be measured when the correct resource (apparatus, equipment, and staffing) is sent to the scene of an incident within a given time and can complete the tasks in Figure 25. Response districts are determined by the shortest distance (road mileage) traveled to the closest fire station from a given point. This method was determined to be best because with all variables removed, it is generally the fastest. Variables that can effect the distribution can include traffic, time of day, and weather. The Department operates four fixed fire stations. The response coverage area has changed over time and the history of determining station locations has followed no modern methodology. Although the response area is not symmetrical, the stations are logically arranged to rapidly deploy first-due resources for initial intervention.

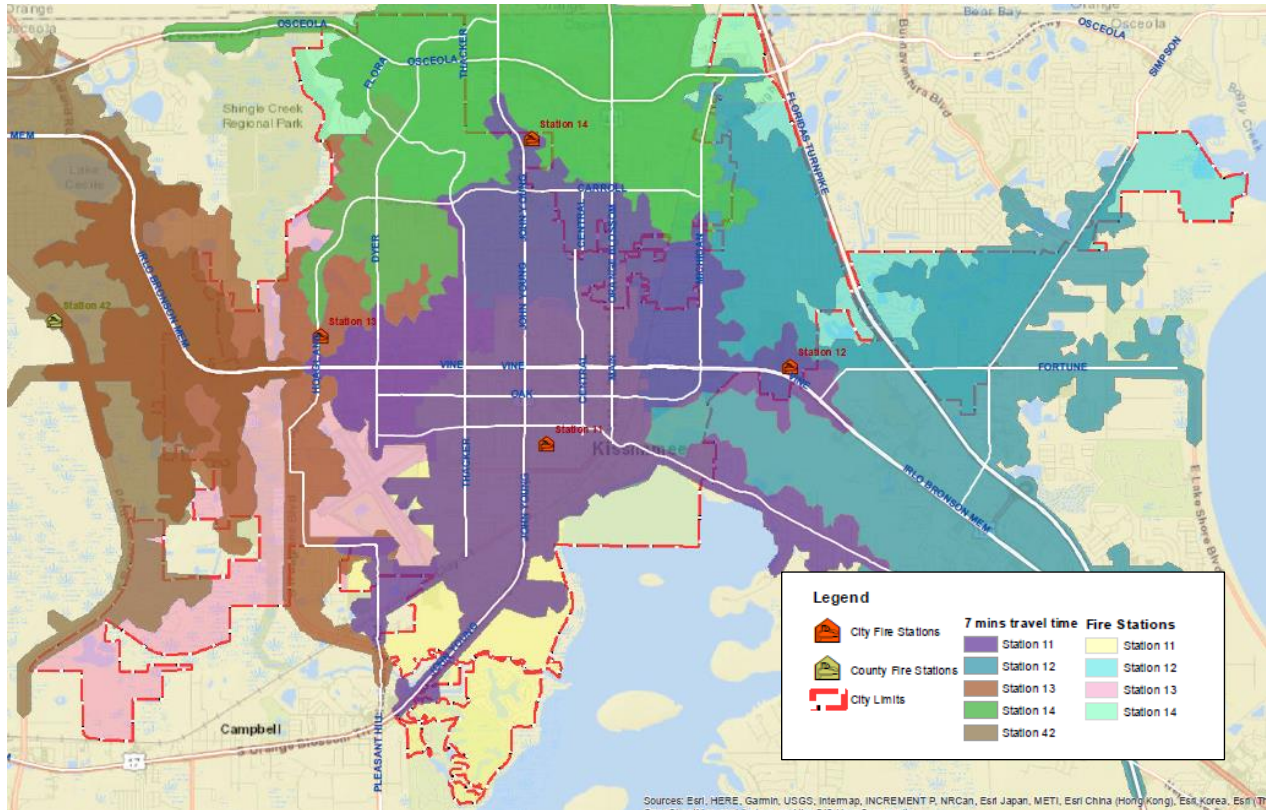
Distribution Tasks (first unit on scene)
1. Establish Command
1. Assess the scene and call for additional resources as needed
2. Perform tasks to begin successful mitigation of the incident

Figure 25 Distribution Tasks

Distribution Success
The Department has determined that the distribution time should be <u>6 minutes 30 seconds (6:30)</u> and the Department meets this <u>80.3%</u> of the time.

Community Risk Assessment Standard of Cover

Drive Time – Seven Minutes from Each Fire Station



Note: Additional drive time maps are available in Appendix 2

Concentration

Concentration is the spacing and the number of resources that are available to arrive at an incident within a timeframe determined by the Department. It is expressed as the travel time it takes to get the effective response force (ERF) to the scene. Proper concentration illustrates how well areas are covered with both first-due resources and the arrival of the ERF for successful mitigation of an incident. The correct concentration is also needed to prevent escalation of an incident. The success of the Department's concentration can be measured when the correct resources (apparatus, equipment, and staffing) are sent to the scene of an incident and can complete the tasks in Figure 26. The best way to measure good concentration is to measure a large percentage of the area that is covered by an ERF that arrives within the given timeframe.

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Community Risk Assessment Standard of Cover

Concentration Tasks (arrival of ERF)
1. Perform tasks to successfully mitigate the incident
2. Ensure the safety of on-scene personnel and the community
3. May assume command from concentration

Figure 26 Concentration Tasks

Concentration Success
The Department has determined that for all emergency, non-structure fire call types, the concentration time should be <u>9 minutes and 30 seconds (9:30)</u> and it meets this <u>83.8%</u> of the time. All structure fire calls have a concentration time of <u>11 minutes and 30 second (11:30)</u> and it meets this <u>96.9%</u> of the time.

Total Response Time (2C.7, CC2.8)

Total response time is the interval from which the alarm is received, and the unit(s) arrive at the scene. The total response time for the first due unit is the usually the alarm handling, turnout, and distribution times combined. The total response times for the ERF begin with the receipt of the alarm and end when the total prescribed resources arrive. The Department is working to improve the total response time by working with the PSAP to improve alarm handling times, working with the crews to improve turnout times, and requesting additional apparatus and resources from the City.

Note: Planning Zone 13C is a small section in the southwestern part of the City and Osceola County provides all fire, rescue, and EMS service. All benchmarks and baseline performance standards for that planning zone are listed in Appendix 2.

Deployment and Current Performance by Service Type (Program)

Critical Task Analysis (CC 2C.4)

A critical tasks analysis has been performed for each risk class and risk category. This has been done to identify effective response capabilities. It is important to identify critical tasks in order to deploy adequate resources for each class and category. Response configurations for all EMS call types are listed in EMD EMS Response Configurations. Response configurations for non-EMS call types can be found in Fire Dispatch Protocols. These are located in the Standard Operating Guidelines for Communications.

The process for conducting critical task analyses is validated through simulated training, live training evolutions, a review of prior incidents, and the collaboration on the Osceola Countywide Command Manual by the three fire departments in Osceola County. EMS protocols were included in determining the critical task analysis for EMS incidents. The Osceola Countywide Command Manual, NFPA, and OSHA were included in determining the critical tasks technical rescue incidents.

The process in place to validate the first due and effective response force (ERF) includes patient outcomes, fire control, fire confinement, fire out, and best practice benchmarks for technical rescue incidents. The quality assurance program and post incident analysis are used to validate these capabilities. The quality assurance program and post incident analyses are used to document the results of the validation.



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Fire Suppression Program

Resources by Call Type

Figure 27 shows several different call types and the deployment of fire/rescue apparatus dispatched to fire incidents (Fire Dispatch Protocols Chart).

Incident Type	Engines	Squad*	Towers	Brush	Rescues	Battalion	Safety
Illegal and Legal Burn	1 #						
Brush	1			1			
Dumpster	1						
Smoke Odor (Inside a Structure)	1						
Fire: minor(non- structure)	1						
Vehicle	1						
RV/Bus/Semi/Train	2				2	1	1
Residential Structure	3		1		3	1	1
Commercial Structure Fire/ Multi- family	4		1		5	1	1

Figure 27 Fire Suppression Call Types

*The squad can respond on incidents as an engine. # Non-emergency response

Fire Suppression Critical Tasks, Benchmarks, and Baselines

Figure 28 shows the critical tasks and how many trained personnel are needed for low, medium, and high-risk fire calls. On structure fire calls, additional resources beyond the ERF may be needed based on variables that cannot always be predicted such as number of patients upon arrival, heat/humidity, blocked/fortified entries, rescues needed/persons trapped, complicated hose deployment, water supply issues, and interior fire load complexity.

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Structure Fire Critical Tasks	Recommended Number of Personnel		
	Low Risk	Moderate Risk	High Risk
Attack hose line (min. 150GPM)	2	2	4
Pump operator (min. 1000GPM from tank then hydrant)	1	1	2
Establish water supply/Accountability	1	1	2
Search and Rescue/Forcible Entry	2	2	4
Back-up hose line/Initial 2-Out (min. 150 GPM)	2	2	4
Lobby/Elevator control	0	0	1
Ventilation/Salvage and overhaul	2	2	2
Aerial operator	1	1	1
Patient Care Rescue/Firefighter rehab	2	2	2
Rapid intervention team (RIT)	3	3	3
Incident command	1	1	2
Division officer	0	0	1
Safety officer	1	1	1
Total	18	18	29

Figure 28 Structure Fire Critical Tasks

Community Risk Assessment Standard of Cover

Structure Fire Low Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **low-risk fires**, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of: providing 500 to 1000 gallons of water with a pump capacity of 1,500 gallons per minute (GPM), initiating command, requesting additional resources, establishing a back-up line, and advancing an attack line, each flowing a minimum of 175 GPM, establishing an uninterrupted water supply, containing the fire, protect exposures, rescuing at-risk victims, and performing salvage operations. These operations shall be done in accordance with Department's standard operating procedures and the Osceola County Command Manual while providing for the safety of responders and the public.

Structure Fire Low Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all **low-risk fires**, the total response time for the arrival of the ERF, staffed with 18 firefighters and officers, shall be **14 minutes and 50 seconds (14:50)** in all areas. The ERF shall be capable of establishing command, appointing a site safety officer, providing an uninterrupted water supply, advancing an attack line and a backup line for fire control, complying with the Occupational Safety and Health Administration (OSHA) requirements of two-in and two-out, completing forcible entry, searching, and rescuing at-risk victims, ventilating the structure, controlling utilities, and performing salvage and overhaul. These operations shall be done in accordance with Department's standard operating procedures and the Osceola County Command Manual while providing for the safety of responders and the public.

Community Risk Assessment Standard of Cover

Structure Fire Low Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all low-risk fires during this period, the total response time for arrival of the first unit is **10 minutes and 5 seconds (10:05)** in all areas. The first on scene unit, generally an engine, can provide personnel for rescue and fire suppression abilities. The first due unit, and all subsequent arriving apparatus, follow standard operating procedures established in the Department's standard operating procedures and the Osceola County Command Manual.

Structure Fire Low Risk ERF / Concentration Baseline (actual):

For 90 percent of all low-risk fires, the total response time for the arrival of the ERF, staffed with 13 firefighters and officers, is **16 minutes and 38 seconds (16:38)** in all areas. The ERF used during this period is capable of the following actions: establishing formal command, uninterrupted water supply, fire attack, search group, ventilation, rapid intervention team (RIT), scene lighting, and medical care. All the operations described above are based on the Department's standard operating procedures and the Osceola County Command Manual.



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Community Risk Assessment Standard of Cover

Structure Fire Low Risk Baseline (actual) Chart

Fire (Structures) Low - 90th Percentile Times - Baseline Performance			2022 (%Success)	2021	2020	2019	2019-2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	3:55 (36.7%)	3:47	3:56	4:03	3:55	2:00	+1:55
Turnout Time	Turnout Time 1st Unit	Urban	1:44 (74.4%)	1:19	2:14	2:24	1:55	1:20	+0:35
Travel Time	Travel Time 1st Unit Distribution	Urban	6:29 (89.7%)	6:53	5:49	6:23	6:23	6:30	-0:07
	Travel Time ERF Concentration	Urban	11:31 (90.9%)	11:53	7:58	12:10	10:53	11:30	-0:37
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	10:14 (84%)	10:16	9:27	10:25	10:05	9:50	+0:15
			n=89	n=85	n=81	n=65	n=80		+9
	Total Response Time ERF Concentration	Urban	17:13 (83.3%)	21:08	11:53	16:21	16:38	14:50	+1:48
			n=25	n=33	n=9	n=24	n=22		+3
n=number of incidents									

Structure Fire Moderate Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **moderate-risk fires**, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of: providing 500 gallons of water and 1,500 gallons per minute (GPM) pumping capacity, initiating command, requesting additional resources, establishing a back-up line, and advancing an attack line, each flowing a minimum of 150 GPM, establishing an uninterrupted water supply, containing the fire, rescuing at-risk victims, and performing salvage operations. These operations shall be done in accordance with Department's standard operating procedures and the Osceola County Command Manual while providing for the safety of responders and the public.

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Structure Fire Moderate Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all **moderate-risk fires**, the total response time for the arrival of the effective response force (ERF), staffed with 18 firefighters and officers, shall be **14 minutes and 50 seconds (14:50)** in all areas. The ERF shall be capable of establishing command, appointing a site safety officer, providing an uninterrupted water supply, advancing an attack line and a backup line for fire control, complying with the Occupational Safety and Health Administration (OSHA) requirements of two-in and two-out, completing forcible entry, searching, and rescuing at-risk victims, ventilating the structure, controlling utilities, and performing salvage and overhaul. These operations shall be done in accordance with Department's standard operating procedures and the Osceola County Command Manual while providing for the safety of responders and the public.

Structure Fire Moderate Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all **moderate-risk fires** during this period, the total response time for arrival of the first unit is **9 minutes and 25 seconds (9:25)** in all areas. The first on scene unit, generally an engine, can provide personnel for rescue and fire suppression abilities. The first due unit, and all subsequent arriving apparatus, follow standard operating procedures established in the Department's standard operating procedures and the Osceola County Command Manual.

Structure Fire Moderate Risk ERF / Concentration Baseline (actual):

For 90 percent of all **moderate-risk fires**, the total response time for the arrival of the ERF, staffed with 13 firefighters and officers, is **15 minutes and 12 seconds (15:12)** in all areas. The ERF used during this period is capable of the following actions: establishing formal command, uninterrupted water supply, fire attack, search group, ventilation, rapid intervention team (RIT), scene lighting, and medical care. All the operations described above are based on the Department's standard operating procedures and the Osceola County Command Manual.

Community Risk Assessment Standard of Cover

Structure Fire Moderate Risk Baseline Chart (actual):

Fire (Structures) Moderate - 90th Percentile Times - Baseline Performance			2022 (%Success)	2021	2020	2019	2019-2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	4:27 (30.8%)	3:34	3:38	3:39	3:49	2:00	+1:49
Turnout Time	Turnout Time 1st Unit	Urban	2:09 (65.7%)	2:04	2:10	2:40	2:15	1:20	+0:55
Travel Time	Travel Time 1st Unit Distribution	Urban	5:09 (97.1%)	5:20	5:11	5:04	5:11	6:30	-1:19
	Travel Time ERF Concentration	Urban	8:58 (100%)	10:06	7:56	10:18	9:19	11:30	-2:11
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	9:34 (92.8%)	9:09	9:28	9:32	9:25	9:50	-0:25
			n=71	n=59	n=56	n=58	n=61		+10
	Total Response Time ERF Concentration	Urban	17:42 (70.8%)	14:05	16:27	15:17	15:12	14:50	-0:22
			n=25	n=27	n=28	n=29	n=28		-3
n=number of incidents ERF = 18 personnel									

Structure Fire High Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **high-risk fires**, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer, shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of: providing 500 gallons of water and 1,500 gallons per minute (GPM) pumping capacity, initiating command, requesting additional resources, establishing a back-up line, and advancing an attack line, each flowing a minimum of 150 GPM, establishing an uninterrupted water supply, containing the fire, rescuing at-risk victims, and performing salvage operations. These operations shall be done in accordance with Department's standard operating procedures and the Osceola County Command Manual while providing for the safety of responders and the public.

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Structure Fire High Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all **high-risk fires**, the total response time for the arrival of the effective response force (ERF), staffed with 29 firefighters* and officers, shall be **14 minutes and 50 seconds (14:50)** in all areas. The ERF shall be capable of establishing command, appointing a site safety officer, providing an uninterrupted water supply, advancing an attack line and a backup line for fire control, complying with the Occupational Safety and Health Administration (OSHA) requirements of two-in and two-out, completing forcible entry, searching, and rescuing at-risk victims, ventilating the structure, controlling utilities, and performing salvage and overhaul. These operations shall be done in accordance with the Department's standard operating procedures and the Osceola County Command Manual while providing for the safety of responders and the public.

Structure Fire High Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all **high-risk fires** during this period, the total response time for arrival of the first unit is **9 minutes and 50 seconds (9:50)** in all areas. The first on scene unit, generally an engine, can provide personnel for rescue and fire suppression abilities. The first due unit, and all subsequent arriving apparatus, follow standard operating procedures established in the Department's standard operating procedures and the Osceola County Command Manual.

Structure Fire High Risk ERF / Concentration Baseline (actual):

For 90 percent of all **high-risk fires**, the total response time for the arrival of the ERF, staffed with 27 firefighters* and officers, is **12 minutes and 53 seconds (12:53)** in all areas. The ERF used during this period is capable of the following actions: establishing formal command, uninterrupted water supply, fire attack, search group, ventilation, rapid intervention team (RIT), dedicated safety officer, accountability, and rehab scene lighting, and medical care,). All the operations described above are based on the Department's standard operating procedures and the Osceola County Command Manual.

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*The Department dispatch protocol indicates 27 personnel in the initial alarm. This does not meet the 29 personnel indicated in the High-Risk Critical Task Analysis. All critical tasks except Division Officer and the second Command staff can be filled with the initial alarm. If the arriving incident commander determines it necessary, an additional alarm is requested to fill those positions. Additional resources of the second alarm report to staging and are assigned as needed.

Structure Fire High Risk Baseline Chart (actual)

Fire (Structures) High - 90th Percentile Times - Baseline Performance			2022 (%Success)	2021	2020	2019	2019-2022	Benchmark	* /-
Alarm Handling	Pick-up to Dispatch	Urban	4:06 (50%)	2:55	3:42	2:55	3:24	2:00	+1:24
Turnout Time	Turnout Time 1st Unit	Urban	2:31 (57.1%)	1:43	1:41	0:12	1:31	1:20	+0:11
Travel Time	Travel Time 1st Unit Distribution	Urban	7:11 (71.4%)	7:34	4:01	3:39	5:36	6:30	-0:54
	Travel Time 1 st Alarm Concentration (No ERF arrivals)	Urban	9:18 (100%)	8:05	4:39	6:03	7:01	11:30	-4:29
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	12:32 (57.1%)	10:09	9:24	5:59	9:31	9:50	-0:19
			n=15	n=14	n=6	n=3	n=9		+6
	Total Response Time 1 st Alarm Concentration (No ERF arrivals)	Urban	13:17 (85.7%)	16:42	10:26	12:10	12:53	14:50	-1:57
			n=9	n=6	n=1	n=3	n=4		+5
n=number of incidents ERF = 29 Personnel, 1 st Alarm = 18 Personnel									

Emergency Medical Services (EMS) Program

EMS incidents are processed using the ProQA systems, so the numerous EMS call types are not listed. A unit response is initiated as soon as the 911 call is determined to be EMS related. ProQA

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recommends the response level. This can include a rescue, a fire suppression unit, and a safety officer if indicated. Simultaneously a dispatcher/call taker provides pre-arrival instructions, which could include the techniques used to stop severe bleeding or providing CPR instructions for a victim of cardiac arrest.

EMS Critical Care Incidents

The Department responds to many diverse types of EMS incidents. Among the more critical incidents are cardiac and respiratory arrests, severe allergic reactions, and severe drug overdoses. On these and other critical incidents, it is essential that the Department rapidly and safely respond to them and transport the patients to the nearest appropriate medical facility. Here is an overview of the above-mentioned three incident types:

- Cardiac/Respiratory Arrest – According to the American Heart Association (AHA), brain death occurs within 4 to 6 minutes after cardiac arrest and after 10 minutes, the patient's outcome is poor. 90% of people who suffer out-of-hospital cardiac arrest die. CPR, especially if performed immediately, can double, or triple the chance of survival of these patients. Hands-only CPR can be learned by watching a 90-second AHA video at [American Heart Association CPR & First Aid](#). In addition to CPR, early defibrillation is essential to restoring the heart's normal rhythm. All City buildings, all Department fire/rescue apparatus and all City police vehicles are equipped with defibrillators. There are also several other buildings in the City that have automated external defibrillators (AEDs). Here are the six links to the AHA's adult out-of-hospital Chain of Survival:



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- Severe Allergic Reactions (Anaphylaxis) - Patients with severe allergic reactions often develop hives, swelling of the lips, tongue and throat, and respiratory distress. Anaphylaxis can be fatal. According to the Asthma and Allergy Foundation of America (AAFA), at least one-in-50 people in the U.S. are affected by anaphylaxis. A medication called epinephrine opens the airways of the patient and reduces the symptoms. All Department fire/rescue apparatus carry this important medication and many patients carry epinephrine auto-injectors.
- Narcotic (Opioid) Drug Overdoses – Opioid drugs can cause breathing problems, loss of consciousness and respiratory failure. A medication called Naloxone (Narcan) can reverse the effects of the narcotic and restore normal breathing. All Department fire/rescue apparatus and City police vehicles carry Naloxone.

EMS Critical Tasks – Low Risk

EMS Critical Tasks – Low Risk	Recommended Number of Personnel
Scene management/scene safety	1 Paramedic
Patient interview/assessment	
BLS patient care per protocol	
Information/documentation	
Equipment to scene	1 EMT/Paramedic
Vital signs	
Patient handling/Packaging	
Drive transport	

EMS Low Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **low-risk EMS** responses, the total response time for the arrival of the first-due unit, staffed with 1 firefighter/EMT and 1 firefighter/paramedic shall be **9 minutes and 30 seconds (9:30)** in all areas. The first-due unit shall be capable of assessing scene safety, sizing-up the situation, conducting an initial patient assessment, obtaining vitals and patient's medical history, initiating mitigation efforts within one minute of arrival, and request additional resources.

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EMS Low Risk Effective Response Force / Concentration Benchmark * (goal):

For 90 percent of all **low-risk EMS** response incidents, the total response time for the arrival of the effective response force (ERF), is **9 minutes and 30 seconds (9:30)** in all areas. Low risk EMS response is only 1 rescue meaning the first unit is the ERF. The ERF shall ensure scene safety, complete patient assessment, provide appropriate treatment, perform defibrillation, initiate cardio-pulmonary resuscitation (CPR), and provide intravenous (IV) access-medication administration.

EMS Low Risk First Due Unit / Distribution Baseline * (actual):

For 90 percent of all **low-risk EMS** responses for this period, the total response time for the arrival of the first-due unit, staffed with 1 firefighter/EMT and 1 firefighter/paramedic, is **14 minutes and 19 seconds* (14:19)** in all areas. The first-due unit can establish command, maintain scene safety, evaluate the need for additional resources, initiate basic life support and early defibrillation, and assist transportation of the patient to the appropriate receiving facility.

*Initial response mode for these types of calls is non-emergency. Often, they are upgraded to an emergency response when ProQA is completed by the PSAP. When evaluating travel times for responses in this category, it must be noted that the responses may have been in-part or whole in the non-emergency mode.

EMS Low Risk ERF / Concentration Baseline (actual):

For 90 percent of all **low-risk EMS** response incidents for this period, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of 4 or 5 firefighters and 1 officer, is **14 minutes and 19 seconds (14:19)** in all areas. The ERF can maintain command and scene safety, deliver advanced life support including the appropriate treatment, and transport the patient to the appropriate receiving facility.

Community Risk Assessment Standard of Cover

EMS Low Risk Baseline (actual) Chart

EMS Low - 90th Percentile Times - Baseline Performance			2022 (%Success)	2021	2020	2019	2019-2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	4:35 (57.3%)	3:37	3:10	3:15	3:39	2:00	+1:39
Turnout Time	Turnout Time 1st Unit	Urban	2:20 (49.0%)	1:58	2:06	2:08	2:08	1:00	+1:08
Travel Time	Travel Time 1st Unit Distribution	Urban	9:50 (64.6%)	10:43	9:56	9:42	10:02	6:30	+3:32
	Travel Time ERF Concentration	Urban	9:50 (64.6%)	10:43	9:56	9:42	10:02	6:30	+3:32
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	14:34 (56.4%)	14:42	13:33	14:29	14:19	9:30	+4:49
			n=4074	n=2109	n=1776	n=1789	n=2437		+1,637
	Total Response Time ERF Concentration	Urban	14:34 (56.4%)	14:42	13:33	14:29	14:19	9:30	+4:49
			n=4074	n=2109	n=1776	n=1789	n=1891		+1,637
n=number of incidents ERF= 1 Rescue only									

EMS Critical Tasks – Moderate Risk

EMS Critical Tasks – Moderate	Recommended Number of Personnel
Patient interview/assessment	1 Paramedic (Rescue)
ALS patient care per protocol	
Equipment handling	1 EMT/Paramedic (Rescue)
Vital signs	
Patient Handling/packaging	
Drive transport	
Scene management/scene safety	EMT/Paramedic (Suppression Lieutenant)
Information/documentation	
Equipment handling	EMT/Paramedic (Suppression Engineer)
Assist with ALS patient care	EMT/Paramedic (Suppression Firefighter)
Assist with Patient handling/packaging	

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EMS Moderate Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **moderate-risk EMS** responses, the total response time for the arrival of the first-due unit, staffed with 1 firefighter/EMT and 1 firefighter/paramedic shall be **9 minutes and 30 seconds (9:30)** in all areas. The first-due unit shall be capable of assessing scene safety and establishing command, sizing-up the situation, conducting an initial patient assessment, obtaining vitals and patient's medical history, initiating mitigation efforts within one minute of arrival, providing first responder medical aid including defibrillation, and assisting transport personnel with packaging the patient.

EMS Moderate Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all **moderate-risk EMS** response incidents, the total response time for the arrival of the effective response force (ERF), staffed with 4 or 5 firefighters and 1 officer shall be **12 minutes and 30 seconds (12:30)** in all areas. The ERF shall be capable of providing incident command and producing related documentation, appointing a scene safety officer, completing patient assessment, providing appropriate treatment, performing defibrillation, initiating cardio-pulmonary resuscitation (CPR), and providing intravenous (IV) access-medication administration.

EMS Moderate Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all **moderate-risk EMS** responses for this period, the total response time for the arrival of the first-due unit, staffed with 1 firefighter/EMT and 1 firefighter/paramedic, is **11 minutes and 1 second (11:01)** in all areas. The first-due unit can establish command, maintain scene safety, evaluate the need for additional resources, initiate basic life support and early defibrillation, and assist with transportation of the patient to the appropriate receiving facility.

Community Risk Assessment Standard of Cover

EMS Moderate Risk ERF / Concentration Baseline (actual):

For 90 percent of all **moderate-risk EMS** response incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of 4 or 5 firefighters and 1 officer, is **13 minutes and 45 seconds (13:45)** in all areas. The ERF can maintain command and scene safety, deliver advanced life support including the appropriate treatment, and transport the patient to the appropriate receiving facility.

EMS Moderate Risk Baseline (actual) Chart

EMS Moderate - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019-2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	3:46 (53.9%)	3:21	3:11	2:59	3:25	2:00	+1:25
Turnout Time	Turnout Time 1st Unit	Urban	2:08 (54.3%)	1:57	2:08	2:12	2:08	1:00	+1:08
Travel Time	Travel Time 1st Unit Distribution	Urban	7:27 (82.2%)	7:28	7:08	7:38	7:25	6:30	+0:55
	Travel Time ERF Concentration	Urban	8:45 (100%)	8:33	8:04	8:40	8:30	9:30	-0:45
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	11:22 (75.8%)	10:51	10:37	11:15	11:01	9:30	+1:52
			n=6393	n=7661	n=6542	n=7079	n=6918		-525
	Total Response Time ERF Concentration	Urban	14:23 (80.4%)	13:44	13:10	13:44	13:45	12:30	+1:15
			n=4529	n=5550	n=4839	n=4874	n=4948		-419

n=number of incidents
ERF = 1 Engine, 1 Rescue



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EMS Critical Tasks – High Risk

EMS Critical Task – High Risk	Minimum Number of Personnel
Patient interview/assessment	Paramedic (Rescue)
ALS patient care per protocol	
Equipment handling	EMT/Paramedic (Rescue)
CPR if needed	
Vital signs	
Patient handling/packaging	
Drive transport unit	
Scene Safety	Paramedic (Suppression Lieutenant)
Assist with ALS patient care	
Information/documentation	
Equipment handling	EMT/Paramedic (Suppression Engineer)
Assist with ALS patient care	EMT/Paramedic (Suppression Firefighter)
Assist with patient handling/packaging	
CPR if needed/airway management	
Scene management/scene safety	Paramedic (Safety Officer)
Patient care supervision	

EMS High Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **high-risk EMS** responses, the total response time for the arrival of the first-due unit, staffed with 1 firefighter/EMT and 1 firefighter/paramedic shall be **9 minutes and 30 seconds (9:30)** in all areas. The first-due unit shall be capable of assessing scene safety and establishing command, sizing-up the situation, conducting an initial patient assessment, obtaining vitals and patient's medical history, initiating mitigation efforts within one minute of arrival, providing first responder medical aid including defibrillation, and assisting transport personnel with packaging the patient.

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EMS High Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all **high-risk EMS** response incidents, the total response time for the arrival of the effective response force (ERF), staffed with 4 or 5 firefighters and 2 officers, shall be **12 minutes and 30 seconds (12:30)** in all areas. The ERF shall be capable of providing incident command and producing related documentation, appointing a site safety officer, completing patient assessment, providing appropriate treatment, performing defibrillation, initiating cardio-pulmonary resuscitation (CPR), and providing intravenous (IV) access-medication administration.

EMS High Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all **high-risk EMS** responses, the total response time for the arrival of the first-due unit, staffed with 1 firefighter/EMT and 1 firefighter/paramedic, is **10 minutes and 17 seconds (10:17)** in all areas. The first-due unit can establish command, maintain scene safety, evaluate the need for additional resources, initiate basic life support and early defibrillation, and assist with transportation of the patient to the appropriate receiving facility.

EMS High Risk ERF / Concentration Baseline (actual):

For 90 percent of all **high-risk EMS** response incidents, the total response time for the arrival of the effective response force (ERF), staffed with a minimum of 4 or 5 firefighters and 1 officer, is **15 minutes and 23 seconds (15:23)** in all areas. The ERF can maintain command and scene safety, deliver advanced life support including the appropriate treatment, and transport the patient to the appropriate receiving facility.



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EMS High Risk Baseline Chart (actual):

EMS High - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019-2022	Bench mark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	3:34 (49.3%)	3:42	3:24	3:11	3:27	2:00	+1:27
Turnout Time	Turnout Time 1st Unit	Urban	2:02 (53.2%)	1:43	2:05	2:08	1:58	1:00	+0:58
Travel Time	Travel Time 1st Unit Distribution	Urban	6:32 (89.7%)	6:44	6:44	7:45	6:56	6:30	+0:26
	Travel Time ERF Concentration	Urban	9:42 (88.9%)	9:56	9:29	9:08	9:33	9:30	+0:03
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	10:13 (83.2%)	10:10	9:52	11:39	10:17	9:30	+0:47
			n=410	n=534	n=392	n=294	n=407		+3
	Total Response Time ERF Concentration	Urban	15:02 (75.6%)	15:17	15:24	15:50	15:23	12:30	+2:53
			n=182	n=193	n=139	n=105	n=154		+28

n=number of incidents
ERF = 1 Engine, 1 Rescue, and Safety

Hazardous Material (HazMat) Incidents

The Department responds to and can successfully mitigate HazMat Level 1 incidents. These are low risk incidents where a small release of a HazMat or unknown substance occurred. For larger releases or where there is potential for a larger release, the Department relies on the assistance from mutual aid agreements. Most of the time, the assistance will be from Osceola County Fire, Rescue, and EMS or Orange County Fire Rescue.



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Hazardous Materials Resources by Call Type

Incident Type	Engines	Squad*	Towers	Rescues	Command	Safety	Hazmat Team #
HazMat Level 1 (minor situation, e.g., <25 gals. of liquid or < 50 lbs. of unknown substance). CO alarms	1						
HazMat Level 2 # (potential to be major, e.g., release of unknown substance). Reports of LP or Natural gas odor.	2	0	1	2	1	1	1
HazMat Level 3 # (on-scene I.C. declares significant hazmat incident)	2	0	1	2	1	1	1
HazMat Level 4 # (on-scene I.C. declares significant hazmat incident – exceeds resources)	Resources Determined by Incident Commander						

*The squad can respond on incidents as an engine. # Mutual Aid HazMat Team responds

This resource is Mutual Aid from Osceola County Fire Rescue, Orange County Fire Rescue, or Orlando Fire Department.

Hazardous Materials Critical Tasks – Level 1

Hazardous Materials Critical Tasks – Low Risk	Recommended Number of Personnel
Hazard Mitigation	2-3
Incident Commander	1
Total	3-4

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Community Risk Assessment Standard of Cover

Hazmat Low Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all low-risk hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer, shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of establishing command, sizing up and assessing the situation to determine the presence of a potential hazardous material or explosive device, determining the need for additional resources, estimating the potential harm without intervention, and begin establishing a hot, warm, and cold zone.

Hazmat Low Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all low-risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) staffed with 2 or 3 firefighters and 1 officer shall be **9 minutes and 50 seconds (9:50)** in all areas. The ERF shall be capable of appointing a site safety officer, and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with Department standard operating guidelines.

Hazmat Low Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all low-risk hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer is **12 minutes and 23 seconds (12:23)** in all areas. The first-due unit shall be capable of establishing command, evaluating the need for additional resources, establishing the initial isolation distance, and assessing the situation to determine the presence of a potential hazardous material or explosive device.



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Hazmat Low Risk ERF / Concentration Baseline (actual):

For 90 percent of all **low-risk hazardous materials** response incidents, the total response time for the arrival of the effective response force (ERF) staffed with 2 or 3 firefighters and 1 officer is **12 minutes and 23 seconds (12:23)** in all areas. The ERF can provide a dedicated incident safety officer; emergency or mass decontamination; defensive containment measures; and the knowledge, skills, and abilities to mitigate a hazardous materials incident.

Low Risk Baseline Chart (actual)

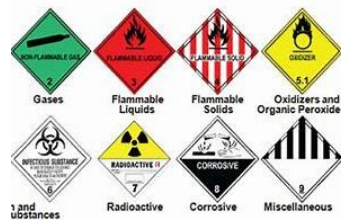
Hazmat Low - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019-2022	Benchmark	* / -
Alarm Handling	Pick-up to Dispatch	Urban	5:09 (41.1%)	4:06	3:11	3:04	3:52	2:00	+1:52
Turnout Time	Turnout Time 1st Unit	Urban	1:44 (41.1%)	1:56	2:20	3:02	2:15	1:20	+0:55
Travel Time	Travel Time 1st Unit Distribution	Urban	8:16 (52.9%)	7:49	7:07	7:03	7:33	6:30	+1:03
	Travel Time ERF Concentration	Urban	8:16	7:49	7:07	7:03	7:33	6:30	+1:03
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	14:53 (47%)	12:00	11:40	11:00	12:23	9:50	+2:33
			n=18	n=35	n=30	n=27	n=27		-11
	Total Response Time ERF Concentration	Urban	14:53	12:00	11:40	11:00	12:23	9:50	+2:33
			n=18	n=35	n=30	n=27	n=27		-11
n=number of incidents ERF = 1 Engine CO Alarm: 1 Engine									

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Hazardous Materials Critical Tasks – Level II and Operations Level (does not include HazMat team tasks) Moderate Risk

Hazardous Materials Critical Tasks Moderate Risk	Recommended Number of Personnel
Scene Assessment	3
Decon	
Water Supply	
Scene Control	3
Patient Care	2
Ventilation and Support	3
HazMat Team Assessment/Care	2
Incident Commander	1
Safety Officer	1
Total	15



Hazmat Moderate Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **moderate-risk hazardous materials** response incidents, the total response time for the arrival of the first-due unit, staffed with 3 firefighters and 1 officer, shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of establishing command, sizing up and assessing the situation to determine the presence of a potential hazardous material or explosive device, determining the need for additional resources, estimating the potential harm without intervention, and begin establishing a hot, warm, and cold zone.

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Community Risk Assessment Standard of Cover

Hazmat Moderate Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all **moderate-risk hazardous materials** response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 15 firefighters and officers shall be **12 minutes and 50 seconds (12:50)** in all areas. The ERF shall be capable of appointing a scene safety officer, and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with Department standard operating guidelines, the Osceola County Command Manual and other policies, practices and procedures used by the hazardous materials team.

Hazmat Moderate Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all **moderate-risk hazardous materials** response incidents, the total response time for the arrival of the first-due unit, staffed with 3 firefighters and 1 officer, shall be **10 minutes and 51 seconds (10:51)** in all areas. The first-due unit shall be capable of establishing command, evaluating the need for additional resources, establishing the initial isolation distance, and assessing the situation to determine the presence of a potential hazardous material or explosive device.

Hazmat Moderate Risk ERF / Concentration Baseline (actual):

For 90 percent of all **moderate-risk hazardous materials** response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 22 firefighters and officers, is **19 minutes and 27 seconds (19:27)** in all areas. The ERF can provide a dedicated incident safety officer; emergency or mass decontamination; defensive containment measures; and the knowledge, skills, and abilities to mitigate a hazardous materials incident.

Community Risk Assessment Standard of Cover

Hazmat Moderate Risk Baseline Chart (actual):

Hazmat Moderate - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019-2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	5:33 (25%)	4:15	3:47	3:45	4:20	2:00	+2:20
Turnout Time	Turnout Time 1st Unit	Urban	2:38 (50.0%)	2:29	2:50	2:14	2:32	1:20	+1:12
Travel Time	Travel Time 1st Unit Distribution	Urban	7:12 (87.8%)	7:13	6:09	6:26	6:45	6:30	+0:15
	Travel Time ERF Concentration	Urban	12:10 (69.5%)	10:59	13:45	11:24	12:04	9:30	+2:34
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	11:44 (65.8%)	11:06	9:50	10:44	10:51	9:50	+1:01
			n=42	n=42	n=29	n=25	n=34		+8
	Total Response Time ERF Concentration	Urban	18:47 (34.7%)	21:04	20:13	17:47	19:27	12:50	+6:37
			n=24	n=14	n=17	n=25	n=20		+4

n=number of incidents

ERF =

Hazmat Level 2: 2 Engines, 2 Rescues, 1 Tower, Battalion, Safety

Natural Gas or Propane Leak 2 Engines, 1 Rescue, Battalion, Safety

Bomb Threat: 1 Engine, 1 Rescue, Battalion, Safety



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Community Risk Assessment Standard of Cover

Hazardous Materials Critical Tasks – Level III and IV Operations Level (does not include HazMat team tasks) High Risk

Hazardous Materials Critical Tasks High Risk	Recommended Number of Personnel
Scene Assessment	3
Decon	
Water Supply	
Scene Control	3
Water supply	
Patient Care	2
Ventilation and Support	3
HazMat Team Assessment/Care	2
Incident Commander	1
Safety Officer	1
Total	15

Hazmat High Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all high-risk hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 3 firefighters and 1 officer, shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of establishing command, sizing up and assessing the situation to determine the presence of a potential hazardous material or explosive device, determining the need for additional resources, estimating the potential harm without intervention, and begin establishing a hot, warm, and cold zone.



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Hazmat High Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all high-risk hazardous materials response incidents, the total response time for the arrival of the effective response force (ERF) including the hazardous materials response team, staffed with 15 firefighters and officers shall be 17 minutes and 50 seconds (17:50) in all areas. The ERF shall be capable of appointing a scene safety officer, and providing the equipment, technical expertise, knowledge, skills, and abilities to mitigate a hazardous materials incident in accordance with Department standard operating guidelines, the Osceola County Command Manual and other policies, practices and procedures used by the hazardous materials team.

Hazmat High Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all high-risk hazardous materials response incidents, the total response time for the arrival of the first-due unit, staffed with 3 firefighters and 1 officer, shall be 13 minutes and 10 seconds (13:10) in all areas. The first-due unit shall be capable of establishing command, evaluating the need for additional resources, establishing the initial isolation distance, and assessing the situation to determine the presence of a potential hazardous material or explosive device.

Hazmat High Risk ERF / Concentration Baseline (actual):

There were no high-risk (Level II or III) hazmat incidents in 2020, 2021 or 2022.

The hazmat team was canceled on one incident in 2019.

Community Risk Assessment Standard of Cover

Hazmat High Risk Baseline Chart (actual):

Hazmat High - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019- 2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	N/A	N/A	N/A	6:50	6:50	2:00	+4:50
Turnout Time	Turnout Time 1st Unit	Urban	N/A	N/A	N/A	0:08	0:08	1:20	-1:12
Travel Time	Travel Time 1st Unit Distribution	Urban	N/A	N/A	N/A	6:12	6:12	6:30	-0:28
	Travel Time ERF Concentration	Urban	N/A	N/A	N/A	N/A	N/A	14:30	N/A
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	N/A	N/A	N/A	13:10	13:10	9:50	+3:20
			n=0	n=0	n=0	n=1	n=0		
	Total Response Time ERF Concentration	Urban	N/A	N/A	N/A	N/A	N/A	17:50	N/A
			n=0	n=0	n=0	n=0	n=0		

n=number of incidents

ERF =

Hazmat Level 3 or 4: 2 Engines, 2 Rescues, 1 Tower, Battalion, Safety, Mutual Aid Hazmat Team



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Technical Rescue

Technical Rescue is the use of specialized tools and skills for performing advanced rescues. The Department performs technician-level vehicle machinery rescue (VMR), high angle rescue, and confined space rescue. Listed below is the response posture for these types of incidents and the critical tasks required to safely mitigate them.

Technical Rescue Resources by Call Type

Incident Type	Engines	Squad*	Towers	Rescues	Command	Safety	Special Ops Trailer
Vehicle Machinery Rescue (VMR)	1	1	1	2	1	1	
High Angle Rescue	1	1	1	2	1	1	
Confined Space Rescue	1	1	1	2	1	1	1

*Squad 11 can respond as an Engine

VMR Critical Tasks

Figure 29 shows the critical tasks and how many trained personnel are needed for VMR calls. On VMR calls, additional resources beyond the ERF may be needed based on variables that cannot always be predicted. Due to Factors such as number of patients upon arrival, complexity of the accident or machinery incident, or if multiple vehicles with entrapment are found, more units may be required. Additionally, outside resources may be needed if vehicles involved require a class D wrecker to lift or have hazardous materials such as fuel leaking, or materials spilled from accident. Such resources are not listed in this task analysis.



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VMR Critical Tasks	Recommended Number of Personnel
Scene Assessment and Stabilization	3
Water Supply/Hose Line	
Extrication Supervisor	1
VMR Team	5
Patient Care	2
Incident Commander	1
Safety Officer	1
Total	13

Figure 29 VMR Critical Tasks

High Angle Rescue Critical Tasks*	Recommended Number of Personnel
Rescuer #1 / Scene Assessment	1
Operations Supervisor	1
Anchor Set Up	2
Systems Set Up	2
Edge Attendant	1
Rescuer #2	1
RIT	2
Patient Care Rescue	2
Incident Command	1
Safety Officer	1
Total	13

Figure 30 High Angle Rescue Critical Tasks

*On high angle rescue calls, additional resources beyond the ERF may be needed based on variables that cannot always be predicted such as number of patients and the complexity of the incident which could involve towers, high rise buildings, and buildings under construction.

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Confined Space Rescue Critical Tasks

Confined Space Rescue Critical Tasks*	Recommended Number of Personnel
Entry Supervisor/Operations Supervisor	1
Attendant/Entry Coordinator	1
Communications Operator	1
Air Cart Operator	1
Safety Line Operator	1
Air Monitoring/Ventilation	1
Rescuer #1	1
Rescuer #2	1
RIT	2
Patient Care Rescue	2
Incident Command	1
Safety Officer	1
Total	14

Figure 31 Confined Space Rescue Critical Tasks

*On confined space rescue calls, additional resources beyond the ERF may be needed based on variables that cannot always be predicted such as number of patients trapped underground, complexity of the accident, underground pipes, and hazardous gas.

Technical Rescue High Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **high-risk technical rescue** incidents, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of establishing command, sizing up to determine if a technical rescue response is required, requesting additional resources, and providing basic life support to any patient without endangering response personnel.

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Technical Rescue High Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all high-risk technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 14 firefighters and officers including technician-level trained personnel shall be 12 minutes and 50 seconds (12:50) in all areas. The ERF shall be capable of appointing a scene safety officer, establishing patient contact, staging and apparatus set up, and providing technical expertise, knowledge, skills, and abilities during technical rescue incidents, and providing first responder medical support.

Technical Rescue High Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all high-risk technical rescue incidents, the total response time for the arrival of the first-due unit, staffed with a minimum of 2 or 3 firefighters and 1 officer, is 8 minutes and 55 seconds (8:55) in all areas. The first-due unit can establish command, evaluate the need for additional resources, and control immediate hazards and life safety issues.

Technical Rescue High Risk ERF / Concentration Baseline (actual):

For 90 percent of all high-risk technical rescue incidents, the total response time for the arrival of the effective response force (ERF), staffed with 14 firefighters and officers including the technical response team, is 15 minutes and 56 seconds (15:16) in all areas. The ERF can appoint a site safety officer; hazard control; and patient stabilization and transport.



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Technical High Risk Baseline Chart (actual)

Technical Rescue - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019-2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	3:59 (53.3%)	3:52	6:22	3:49	4:30	2:00	+2:30
Turnout Time	Turnout Time 1st Unit	Urban	1:58 (66.6%)	1:47	2:43	2:14	2:20	1:20	+1:00
Travel Time	Travel Time 1st Unit Distribution	Urban	5:37 (93.3%)	5:37	6:38	5:07	5:44	6:30	-0:46
	Travel Time ERF Concentration	Urban	8:08 (100%)	5:47	10:15	10:16	8:36	9:30	-0:54
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	9:15 (90.9%)	8:49	8:59	8:39	8:55	9:50	-0:55
			n=45	n=42	n=22	n=48	n=39		+6
	Total Response Time ERF Concentration	Urban	15:48 (66.6%)	12:43	18:52	16:24	15:56	12:50	+3:06
			n=7	n=8	n=8	n=19	n=10		-3
n=number of incidents ERF = Vehicle vs. Structure: 1 Engine, 1 Rescue, 1 Squad, Battalion, Safety Vehicle Crash with Entrapment/Ejections: 1 Engine, 2 Rescues, 1 Tower, 1 Squad, Battalion, Safety Collapse, Confined Space, Trench: 1 Engine, 2 Rescues, 1 Tower, 1 Squad, Safety, Battalion, Special Operations Trailer									

Aviation

The Department can usually manage most aviation incident types but may require assistance from our mutual aid partners for larger incidents. The Department's aviation incident types are Alert Level 1, Alert Level II, and Alert Level III. Figure 31 is a map of the Kissimmee Gateway Airport showing the three Stand-By areas. During control tower operating hours, one or more of the stand-by areas is determined by them. The incident commander will determine the stand-by location when the control tower is not operating. Figure 32 shows the three Aviation call types used by the Department and the usual fire/rescue resources dispatched to these incidents.

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Community Risk Assessment Standard of Cover



Figure 31 Kissimmee Gateway Airport Emergency Operations Map



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Aviation Resources by Call Type

Incident Type	Engines	Squad*	Towers	Rescues	Command	Safety	Foam 11
Alert Level 1 (Low Risk) (aircraft experiencing minor difficulty, e.g., oil leak)	1			1	1		1
Alert Level 2 (Moderate Risk) (aircraft experiencing major difficulty, e.g., engine failure)	1			1	1	1	1
Alert Level 3 (High Risk) (aircraft accident or fire)	2	1	1	2	1	1	1

Figure 32 Aviation Resource by Call Type

*The squad can respond on incidents as an engine.

Aviation Critical Tasks – Alert Level 1 / Low Risk

Aviation Critical Tasks – Low Risk	Recommended Number of Personnel
Hazard Mitigation	2-3
Incident Commander	1

Figure 33 Aviation Critical Tasks - Low Risk

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Aviation Low Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **low-risk alert level 1 aviation** response incidents, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer, shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of assessing the situation, requesting additional resources, effecting rescue, fire control, and establishing command.

Aviation Low Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all **low-risk alert level 1 aviation** response incidents, the total response time for the arrival of the effective response force (ERF) staffed with 6 firefighters, officers, and chiefs shall be **12 minutes and 50 seconds (12:50)** in all areas. The ERF shall be capable of supporting aviation rescue and firefighting.

Aviation Low Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all **low-risk alert level 1 aviation** response incidents, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer, is **9 minutes and 47 seconds (9:47)** in all areas. The first-due unit shall be capable of assessing the situation, requesting additional resources, effecting rescue, fire control, and establishing command.

Aviation Low Risk ERF / Concentration Baseline (actual):

For 90 percent of all **low-risk alert level 1 aviation** response incidents, the total response time for the arrival of the effective response force (ERF) staffed with 6 firefighters, officers, and chiefs is **11 minutes and 30 seconds (11:30)** in all areas. The ERF shall be capable of supporting aviation rescue and firefighting.

Community Risk Assessment Standard of Cover

Aviation Low Risk Baseline Chart (actual):

Aviation Low - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019- 2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	2:17	2:24	3:35	2:50	2:46	2:00	+0:46
Turnout Time	Turnout Time 1st Unit	Urban	1:39	3:14	1:39	1:17	1:57	1:20	+0:37
Travel Time	Travel Time 1st Unit Distribution	Urban	4:49	5:39	4:12	7:20	5:30	6:30	-1:00
	Travel Time ERF Concentration	Urban	6:29	10:16	N/A	7:31	8:05	9:30	-1:25
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	8:45	10:36	8:27	11:23	9:47	9:50	-0:03
			n=1	n=4	n=3	n=1	n=2		-1
	Total Response Time ERF Concentration	Urban	9:46	13:18	N/A	11:28	11:30	12:50	-1:20
			n=1	n=2	n=0	n=1	n=1		0
n=number of incidents									
ERF = 1									
Alert 1: Engine, 1 Rescue, Bat, Safety									

Aviation Critical Tasks – Alert Level II / Moderate Risk

Aviation Critical Tasks – Moderate Risk	Recommended Number of Personnel
Size-up/Scene Assessment and Stabilization	3
Water Supply/Hose Line	
Patient Care	2
Incident Commander	1
Safety Officer	1
Total	7

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Aviation Moderate Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all **moderate-risk alert level 2 aviation** response incidents, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer, shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of assessing the situation, requesting additional resources, effecting rescue, fire control, and establishing command.

Aviation Moderate Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all **moderate-risk alert level 2 aviation** response incidents, the total response time for the arrival of the effective response force (ERF) staffed with 7 firefighters, officers, and chiefs shall be **12 minutes and 50 seconds (12:50)** in all areas. The ERF shall be capable of supporting aviation rescue and firefighting.

Aviation Moderate Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all **moderate-risk alert level 2 aviation** response incidents, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer, is **8 minutes and 09 seconds (8:09)** in all areas. The first-due unit shall be capable of assessing the situation, requesting additional resources, effecting rescue, fire control, and establishing command.

Aviation Moderate Risk ERF / Concentration Baseline (actual):

For 90 percent of all **moderate-risk alert level 2 aviation** response incidents, the total response time for the arrival of the effective response force (ERF) staffed with 7 firefighters, officers, and chiefs is **14 minutes and 47 seconds (14:47)** in all areas. The ERF shall be capable of supporting aviation rescue and firefighting.

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Community Risk Assessment Standard of Cover

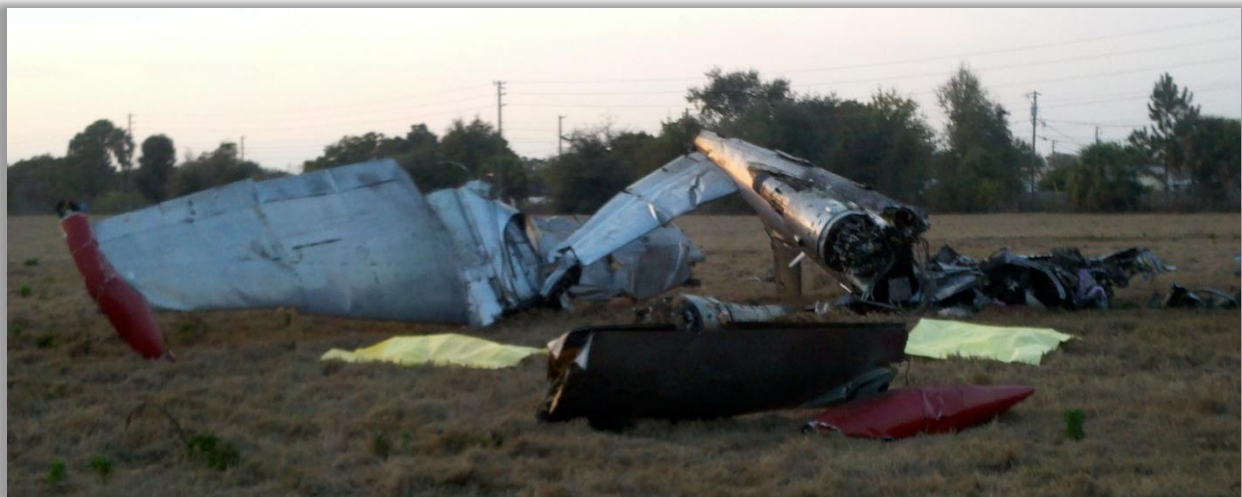
Aviation Moderate Risk Baseline Chart (actual):

Aviation Moderate - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019-2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	2:22	2:17	3:31	2:33	2:40	2:00	+0:40
Turnout Time	Turnout Time 1st Unit	Urban	1:49	0:16	1:42	2:43	1:23	1:20	+0:03
Travel Time	Travel Time 1st Unit Distribution	Urban	4:45	6:22	3:38	4:21	4:46	6:30	-1:44
	Travel Time ERF Concentration	Urban	6:27	6:45	5:33	5:25	6:02	9:30	-3:28
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	8:56	8:45	7:54	8:09	8:26	9:50	-1:24
			n=2	n=1	n=2	n=2	n=2		0
	Total Response Time ERF Concentration	Urban	8:20	12:38	11:25	14:47	11:47	12:50	-1:03
			n=1	n=1	n=1	n=2	n=1		0

n=number of incidents

ERF =

Alert 2: 1 Engine, 1 Rescue, Bat, Safety, and Foam 11



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Aviation Critical Tasks – Alert Level III / High Risk

Aviation Critical Tasks – High Risk Fire/VMR	Recommended Number of Personnel
Size-up/Scene Assessment and Stabilization	3
Water Supply/Hose Line	
Water Supply	3
RIT	
Foam Truck	1
VMR Team Leaders	2
VMR Team 1	2
VMR Team 2	2
Patient Care	4
Incident Commander	1
Safety Officer	1
Total	19

Aviation High Risk First Due Unit / Distribution Benchmark (goal):

For 90 percent of all high-risk alert level 3 aviation response incidents, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer, shall be **9 minutes and 50 seconds (9:50)** in all areas. The first-due unit shall be capable of assessing the situation, requesting additional resources, effecting rescue, fire control, and establishing command.

Aviation High Risk Effective Response Force / Concentration Benchmark (goal):

For 90 percent of all high-risk alert level 3 aviation response incidents, the total response time for the arrival of the effective response force (ERF) staffed with 18 firefighters, officers, and chiefs shall be **12 minutes and 50 seconds (12:50)** in all areas. The ERF shall be capable of supporting aviation rescue and firefighting.

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Aviation High Risk First Due Unit / Distribution Baseline (actual):

For 90 percent of all **high-risk alert level 3 aviation response incidents**, the total response time for the arrival of the first-due unit, staffed with 2 or 3 firefighters and 1 officer, is **9 minutes and 22 seconds (9:22)** in all areas. The first-due unit shall be capable of assessing the situation, requesting additional resources, effecting rescue, fire control, and establishing command.

Aviation High Risk ERF / Concentration Baseline (actual):

For 90 percent of all **high-risk alert level 3 aviation response incidents**, the total response time for the arrival of the effective response force (ERF) staffed with 18 firefighters, officers, and chiefs is **11 minutes and 9 seconds (11:09)** in all areas. The ERF shall be capable of supporting aviation rescue and firefighting.

Aviation High Risk Baseline Chart (actual):

Aviation High - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019- 2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	1:33	N/A	N/A	2:33	2:03	2:00	+0:03
Turnout Time	Turnout Time 1st Unit	Urban	2:00	N/A	N/A	2:04	2:02	1:20	+0:42
Travel Time	Travel Time 1st Unit Distribution	Urban	8:20	N/A	N/A	2:06	5:13	6:30	-1:17
	Travel Time ERF Concentration	Urban	N/A	N/A	N/A	6:33	6:33	9:30	-2:57
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	11:53	N/A	N/A	6:52	9:22	9:50	-2:30
			n=1	n=0	n=0	n=1	n=1		0
	Total Response Time ERF Concentration	Urban	n/a	N/A	N/A	11:09	11:09	12:50	-1:41
			n=0	n=0	n=0	n=1	n=1		-1
n=number of incidents									
ERF = Alert 3: 2 Engine, 2 Rescues, 1 Tower, 1 Squad, Battalion, Safety, and Foam 11									

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Performance Gaps (CC 2C.5, CC2D.6, CC 2D.9)

After a thorough review of all 2019 through 2022 baseline and benchmark time charts for all Department programs, several gaps have been identified. The gaps and the areas for improvement have been outlined in the below chart. Performance gaps include inadequacies, inconsistencies, and negative trends and these gaps will be determined at least annually. The Department formally notifies City leadership of any gaps in its current capabilities, capacities, and level of service in its response area. These gaps deal with the mitigation of the identified risks in its Community Risk Assessment Standard of Cover (CRA SOC). The notifications occur during the approval of the CRA SOC and/or the annual budget process. Although some performance gaps exist, the delivery of service in each service program has been determined to be consistent and reliable within the response area. The following performance gaps were obtained by averaging the baseline times and the benchmark times of all programs and risks.

90th Percentile - Incidents Not Requiring Turnout Gear (total response area)				
Critical Times	Baseline	Benchmark	Opportunity for Improvement	Percent Benchmark Met
Alarm Handling	3:30	2:00	+1:30	53.5%
Turnout	2:04	1:00	+1:04	52.1%
Travel Time - 1 st Due	8:08	6:30	+1:38	78.8%
Travel Time - ERF	9:21	9:00	+0:21	84.5%
Total Response Time – 1st Due	11:52	9:30	+2:22	71.8%
Total Response Time - ERF	14:29	13:30	+0:59	70.8%

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90th Percentile - Incidents Requiring Turnout Gear				
Critical Times	Baseline	Benchmark	Opportunity for Improvement	Percent Benchmark Met
Alarm Handling	3:44	2:00	+1:44	46.4%
Turnout	1:56	1:20	+0:36	61.2%
Travel Time - 1 st Due	6:19	6:30	+0:01	80.8%
Travel Time - ERF	8:29	9:20	-0:23	87.9%
Total Response Time – 1st Due	10:33	9:30	+1:33	74.5%
Total Response Time - ERF	13:44	13:30	+0:14	73.2%

Resiliency (2C.9)

Resiliency is the Department's ability to quickly recover from an incident or events. It could also mean the Department's ability to adjust easily to changing needs or requirements. These incidents, events, or changing needs could include a high call volume day in the City or it could be from a major hurricane. There are times when the Department is pushed to its limits leaving limited resources. From time to time, the Department relies on its mutual aid partners from Osceola County, Orange County and occasionally St. Cloud. Firefighters are trained to respond to changing needs and the Department personnel perform an exemplary job when these times arise. Many factors influence the return to "normal" operations including:

- Capability - Capability includes the knowledge, skills, and abilities (KSAs) to perform the critical tasks for each program type listed below. The completion of the critical tasks will lead to successful termination of an incident. Functional capabilities are the physical resources to support to completion of the critical tasks. An example of a critical task is applying water to the fire.
- Capacity - Capacity refers to the number of physical resources to meet the many types of responsibilities in a response area. The resources of the Department include ALS Engines,

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ALS Squad, ALS Tower, ALS Transport Ambulances, Brush Truck, and Special Operations Trailer.

- Resistance – The Department’s ability to deploy only resources necessary to control an incident and to bring it to termination safely and effectively.
- Absorption - The Department’s ability to quickly add or duplicate resources to maintain service levels during incidents beyond the normal reliability demands and incidents of rare occurrences and/or magnitude.
- Restoration - The Department’s rapid return of resource capabilities to normalcy and in-service status.

Methodology for Providing Consistent Service Levels (CC 2C.1)

1. Continue daily review of all incident and patient care reports by company officers and battalion chiefs.
2. Continue EMS QA program by the EMS lieutenant.
3. The Training Bureau will ensure that after action reviews occur for all major incidents per *SOG 500.07 After Action Reviews*
4. All operations personnel will maintain a working knowledge of these documents by incorporating them into training evolutions:
 - a. Osceola County Medical Protocols
 - b. Osceola County Command Manual
 - c. Department SOGs
5. Operations personnel will strive to meet or exceed the turnout time benchmarks from the direction of the operations chief.
6. The EMS Bureau will implement a patient survey within FY2023.
7. The accreditation team will annually update the CRA SOC with the City’s demographics and socio-economic factors and report unusual trends to the fire chief.

Methodology for Monitoring and Maintaining Emergency Response Performance (CC 2C.2, CC 2D.3, 2D.4)

1. Provide resources in the right locations. The Department's four current station locations are strategically located around the City. Provide resources in data driven locations.
2. Continue to evaluate SOG 200.01 *Staffing Assignments* which provides for the adequate staffing of apparatus.
3. Review PSAP policies, Dispatch Protocols, Emergency Medical Dispatch procedures and Pro QA.
4. Update as needed the Osceola Countywide Command Manual which guides the consistent fire and rescue strategies and tactics across the County.
5. Maintain mutual aid agreements. Mutual aid apparatus provide the same service as the Department when its units are busy on other incidents.
6. The Department will track and improve where possible all components of response times for each service type by planning zone and total response area.
7. The accreditation team will work with the City Planning Division and identify future external influences, altering conditions, growth and development trends, and new or evolving risks, for purposes of analyzing the balance of service capabilities with new conditions or demands.
8. The accreditation team will report negative response time and other trends to the senior staff to research the need for additional apparatus, personnel, or fire stations.

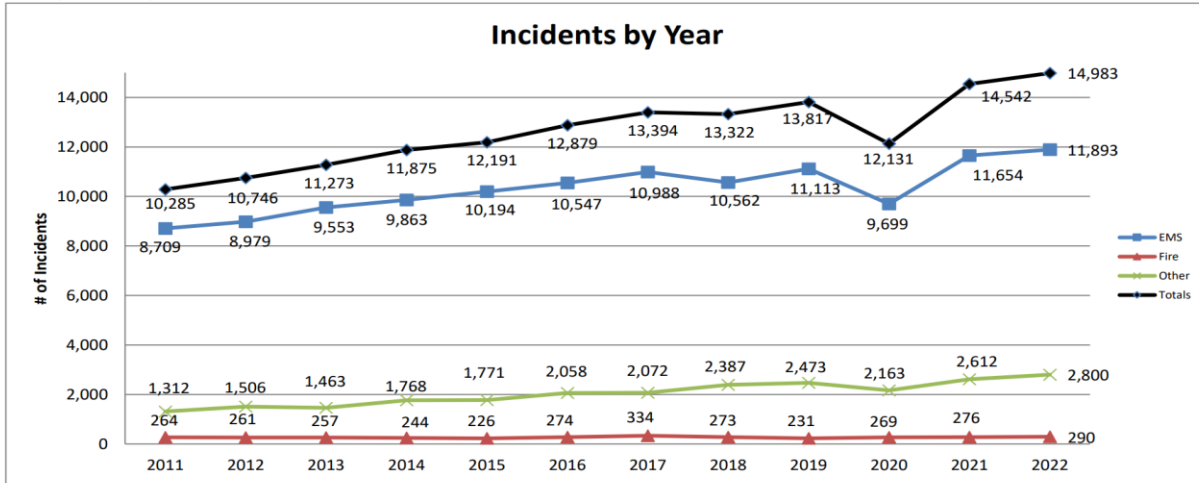
Methodology for Predicting Future Service Needs

It is difficult to know the exact future resources needed at any given time. The method used by the department is to analyze past performance, historical trends, and projected growth within the service area. The CRA identifies risks within the service area to assist with planning. Projected growth is monitored and communicated through the city management team. Historical data is compiled and analyzed to see trends. The below chart shows an average annual increase of 3.72% of total incidents over an 11 year period.

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Type	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	11 Year Avg
EMS	8,709	8,979	9,553	9,863	10,194	10,547	10,988	10,562	11,113	9,699	11,654	11,893	
Fire	264	261	257	244	226	274	334	273	231	269	276	290	
Other	1,312	1,506	1,463	1,768	1,771	2,058	2,072	2,387	2,473	2,163	2,612	2,800	
Totals	10,285	10,746	11,273	11,875	12,191	12,879	13,394	13,322	13,817	12,131	14,542	14,983	
% change +/-		4.48%	4.90%	5.34%	2.66%	5.64%	4.00%	-0.54%	3.72%	-12.20%	19.87%	3.03%	3.72%

from previous year



Continuous Improvement and Program Monitoring

(2D.5, CC 2D.7)

For any successful agency, it is essential that all services and programs are effectively maintained and continually improved. The recommendations in this document and the goals and objectives in the Department's Community Driven Strategic Plan will ensure this continual improvement. Although this is the Department's first accreditation process, there is much buy-in by the personnel of the Department and the AHJ has made this process a top priority. Analyzing data in the Department has been identified as a weakness and several of the recommendations and goals and objectives will improve this issue.

Department Outputs and Outcomes (2C.6)

The Department identifies outputs and/or outcomes for its EMS, fire suppression, fire prevention, public education and for fire investigations conducted by the state Bureau of Fire, Arson, and Explosives Investigations (BFAEI). Impacts from these and other community risk reduction and community services programs are considered and assessed in the Department's monitoring process aimed at excellence. The EMS Bureau identifies patients who had AEDs applied prior to fire/rescue

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and patients who had the return of spontaneous circulation (ROSC) (see Figure 34). Fires (structure and vehicle), arson, property saved/loss, and injuries and deaths are tracked (see Figure 35). The Fire Prevention Bureau tracks the number of inspections and plans reviews (see Figure 36). Suspicious structure and vehicle fires are investigated by the state BFAEI. The cause of the fires and arrests if applicable are also recorded (see Figure 37). Public Education events, the number of personnel involved, and the staff hours were captured for 2022 (see Figure 38). Firefighter on-duty injuries have been captured in Figure 39. The Department ties the outcomes for its programs when the community risk assessment is updated or adjusted.

EMS

2019-2022 Patients with Return Of Spontaneous Circulation (ROSC)				2019-2022 AED Applied Prior to Fire Rescue		
Years	No. of Patients	ROSC	% ROSC	Years	No Shock Indicated	Shock Indicated
2019	92	23	26%	2019	16	0
2020	98	22	23%	2020	11	1
2021	138	43	29%	2021	16	4
2022	100	22	21%	2022	14	1

Figure 34 EMS Outputs and Outcomes

Fire Suppression

2019-2022 Arsons and Property Saved/Lost						
Years	Arson	Property Saved	Property Loss	Civilian Injuries	Civilian Deaths	Firefighter Injuries
2019	2	\$1,475, 250	\$399,750	2	0	0
2020	1	\$4,038,500	\$141,750	1	1	1
2021	4	\$7,870,500	\$495,500	1	0	0
2022	4	\$4,818,999	\$780,491	1	0	0

Figure 35 Fire Suppression Outputs and Outcomes

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Fire Prevention

2019-2022 Fire Inspections and Plan Reviews			
Years	Maintenance Inspections	Permitted Inspections	Plan Reviews
2019	0	174	853
2020	249	483	172
2021	224	895	860
2022	425	1,131	1,087

Figure 36 Fire Prevention Outputs

Fire Investigations (Structure and Vehicle)

2019-2022 Fire Investigations by State Bureau of Fire, Arson, and Explosives Investigations						
Years	No of Fires investigated	Cause of Fire				Arrests
		Incendiary	Accidental	Undetermined	Other/NA	
2019	10	3	5	0	2	0
2020	12	2	4	3	3	0
2021	12	2	4	3	3	0
2022	7	4	1	1	0	0

Figure 37 Fire Investigations (structures and vehicles)

Public Education

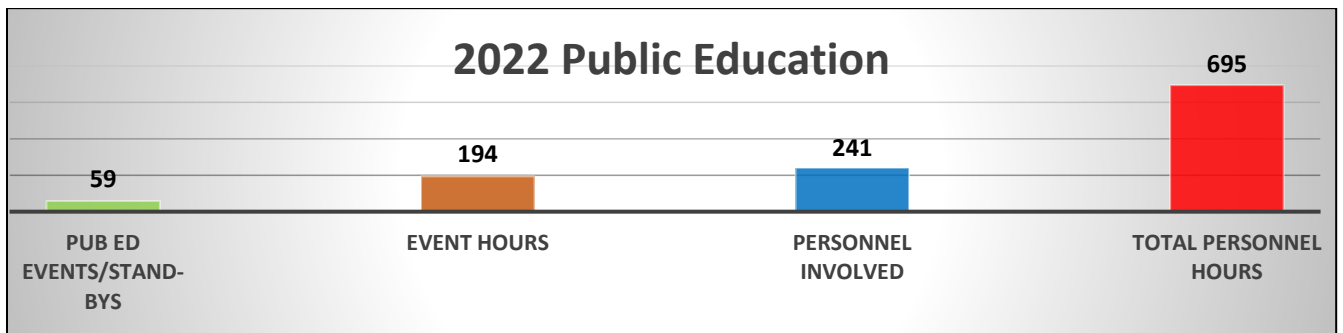


Figure 28 Public Education Outputs

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On-Duty Injuries

2019-2022 Work Related Injuries					
Year	Activities when Injuries Occurred				Totals
	Incidents	Training	Exercise/Misc.	Apparatus	
2019	0	2	0	0	2
2020	4	4	4	1	13
2021	3	6	1	1	11
2022	7	0	1	2	10
Percentages	39%	33%	17%	11%	100%

Figure 39 Firefighter On-Duty Injuries

Compliance and Quality Methodology (CC2D.1, CC 2D.3, CC 2D.7)

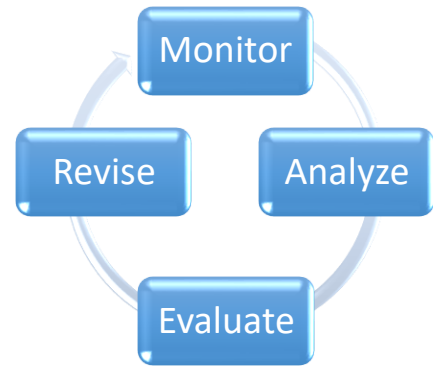
The Department has developed a simple but effective methodology to monitor, assess, and ensure that the delivery system is meeting expected outcomes. These outcomes include performance adequacies, service consistency, reliability, and resiliency. Remedial actions and opportunities to correct deficiencies must be taken when necessary. Another goal of this methodology is to ensure that the need for additional resources be obtained due to the expected increase in workload. If by chance the size of the response decreased, fewer resources could be required. Here are the steps of the Department's compliance and quality methodology:

1. Monthly
 - a. Follow *SOG 100.32 Review and Revision Timeline* which incorporates annual review of all SOGs, Department programs, goals & objectives, and plans including the Community Driven Strategic Plan (Strategic Plan) and the CRA SOC (per monthly schedule).
 - b. Track accomplishments of the goals and objectives and their critical tasks.
2. Quarterly
 - a. Compliance issues involving operating practices and SOG procedural issues will be discussed at the monthly operation's meetings (deputy chief of operations

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(operations chief) and battalion chiefs). The operation chief will determine the remedial actions needed to ensure that improvement occurs. Response times, provided by the deputy fire chief of administration, will also be discussed at these meetings and any concerns addressed.

- b. Call handling/processing time reports will be forwarded to the PSAP supervisor. Meetings will be held with PSAP supervisor as needed.
- c. The deputy fire chief of administration will compile the information from the monthly meetings and will distribute quarterly reports to the Department and City staff.
- d. Quarterly reports will be distributed which include the delivery system expected outcomes and a prioritized list of remedial actions (2D.2).



3. Annual

- a. Information from the quarterly reports will be included in the annual report.
- b. The annual report will also cover other informational items determined by senior staff.
- c. The accreditation team will identify future external influences, alerting conditions, growth, and development trends, and new or evolving risks, for purposes of analyzing the balance of service capabilities with new conditions or demands. (CC 2D.3)

4. On-going

- a. Continue to follow the past practices of the EMS QA program, the daily review of all incident and patient care reports, and incident critiques for all major calls.
- b. Continue to follow the past practice of daily officer web meetings. Opportunities for improvement can be discussed at these meetings.
- c. Collaborating with senior staff, the Planning Department, and G.I.S., the accreditation team will monitor future external influences*, operational or

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administrative deficiencies and analyze the annual charts and reports to identify growth & development trends and changing needs & circumstances.

- d. The team will present its findings to senior staff so they can be fully analyzed to determine if existing resources can continue to provide adequate response performance or if additional resources will be needed in the future.
- e. The team will revise the CRC SOC annually based on these determinants.

*Factors to Consider when Evaluating Resources (equipment, apparatus, facilities)

1. Population increases - Work with City Planning for growth and development trends. Review statistical data annual budgets.
2. Call-load increase
3. Changing economic factors – review annual City budget, department head meetings, and new of change of occupancy reports
4. Change in mutual aid given or received
5. Changing in zoning practices (e.g., retrofit of existing facilities to residential)
6. Construction type changes (e.g., increase in wooden construction)
7. Changing of risks in the community (e.g., introduction of a HazMat processing facility)

*Factors to Consider when Evaluating Service Programs (emergency and nonemergency)

- Consider using outputs vs, inputs when possible (e.g., classroom hours spent vs. number of sessions)
- Use quantitative measures (e.g., financial figures, percentages, ratios)
- Industry research findings and Information shared with other agencies
- Corrective actions should be based on effective long-term results vs. quick fixes
- Inadequacies, inconsistencies, and negative trends (to determine how the required resources should be deployed to match the risks)
- Gaps and relationship between baseline and benchmark times - adjust them as needed
- Decide on acceptable levels of risk.
- Strive to change behaviors to encourage outcome-based performance measures.

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Program Effectiveness and Efficiency (2D.4)

1. Evaluate the Department's quarterly and annual reports and other program-related data to measure the effectiveness (quality) and efficiencies (quantity) of Department programs.
2. Evaluate program data from Vector Solutions, Fire Prevention, surveys & critiques, etc.
3. Evaluate all response time components.
4. Keep abreast of new industry research in all fire, rescue, and EMS programs.
5. Be open to participating in industry studies and trials on equipment, procedures, and techniques.
6. Include this data in the individual annual performance appraisals which are reviewed by senior staff.
7. Utilize new programs and software that measure quality and productivity of services.
8. Per SOG 100.32 *Review and Revision Timeline*, annually complete form *KFD106 Annual Appraisal Form* for all Department programs.

Incident Mitigation Program Efforts (2D.5)

1. The operation chief and fire prevention supervisor will review reports from Vector Solutions and the fire prevention activities and data.
2. The accreditation team will review census data, City demographic data, and information available from organizations.
3. The accreditation team will identify trends in the community.
4. The operation chief will review quarterly and annual Department reports.
5. The accreditation team will provide quarterly updates to the community risk assessment (CRA) per documented system and annual updates to the CRA SOC using the above information.
6. Senior staff will review survey and other responses from the community and other stakeholders.
7. The Department will establish an "After the Fire Program" per Objective 6.2 in the Strategic Plan.
8. The Department will increase its social media campaign per Objective 6.5 in the Strategic Plan.
9. The Training Bureau will implement an Officer Academy per Objective 5.2 in the Strategic Plan.

10. Complete goals and objectives relating to community outreach including community CPR programs and numerous other public education objectives.
11. The Department will continue participation in the Hurricane Expo and other community outreach programs.

Plan for Maintaining or Improving Response Capabilities

(CC 2C.8, 2D.2, 2D.7)

The plan to continuously monitor, assess, and report on the ability of the delivery system to meet expected outcomes and to identify remedial action is outlined below. Since the retrieval of the response time components using CAD and ESO data has been less than desirable, the Department is researching programs to provide good data reports and a dashboard to provide all personnel with a quick look at the response times. Here are additional steps to maintain or improve response capabilities:

1. The Department will purchase software program that will improve response time reporting and a response time dashboard for personnel to review.
2. The operation chief will review (at least) quarterly, the reports from the new program.
3. The operations chief will identify opportunities for improvement and discuss with the PSAP supervisor and battalion chiefs/crews and provide a remedial action plan for improvement.
4. The accreditation team will distribute quarterly reports listing all response time components, 90th percentile times and benchmarks to the Department. This report will include expected outcomes of its delivery system and remedial actions are identified and prioritized. (2D.2)
5. Install the FY2026 approved state-of-the-art station alerting system with countdown clocks to improve turn-out and response times.
6. Per *SOG 100.33 Outlier Policy*, All times that exceed the upper thresholds will provide an explanation in the narrative section of the incident report.
7. Short-term plans are established by the operations chief which immediately (usually within 30 days) and appropriately address operational issues that adversely effect alarm handling and turnout times (CC 2D.7).

Community's Expectation of Service

(2D.10, 3A.1, 3A.2, CC 3B.1, CC 3B.1, 3B.2, CC 3B.3, 3B.4, 3B.5, 3B.6, CC 3C.1, CC 3.2, 3C.2, 3C.3, CC3D.1)

Every three years the Department interacts with external stakeholders and City leadership. The stakeholders complete a survey which contains questions such as fire/rescue service priorities, their expectations of the Department, any areas of concern, and feedback about the Department. Following the survey, a community workshop is held to provide an overview of the Department and to further discuss the survey along with other related questions and topics. Information from the latest survey and community workshop can be found in the Department's published, 2022-2026 Community Driven Strategic Plan (strategic plan). An environmental scan was conducted with the internal stakeholders producing some valuable results. Goals and S.M.A.R.T. objectives were created from the environmental scan, internal stakeholders, community survey, and community workshop. These goals and objectives directly relate the Department's mission, vision, and core values and are located in the strategic plan. External resources have been identified which are used to assist the Department in completing several of its goals and objectives. The Department's division/bureau heads track the progress and results of their goals and objectives and review them annually when completing their annual program appraisals. To ensure that the goals and objectives and the strategic plan were consistent with City plans, a review of the City's planning component in various documents including the annual budget was completed. The City does not have a stand-alone master plan. It is woven throughout its annual budgets. Department personnel received information explaining the goals and objectives and they were reviewed by City leadership and the Kissimmee City Commission when the strategic plan was approved. This was accepted by the commission in December 2022 and they are published on the City's website. The strategic plan including the Department's goals and objectives will be revised annually, reviewed, and approved by City management and republished on the City's website.



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Appendix 1 Performance Charts (other)

MVC - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019-2022	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	3:34 (61.6%)	3:18	3:27	3:34	3:28	2:00	+1:28
Turnout Time	Turnout Time 1st Unit	Urban	2:09 (64.9%)	1:58	2:09	2:16	2:08	1:20	+0:48
Travel Time	Travel Time 1st Unit Distribution	Urban	6:39 (89.0%)	6:52	6:19	6:23	6:33	6:30	+0:03
	Travel Time ERF Concentration	Urban	8:18 (93.8%)	8:52	7:54	8:02	8:16	9:30	-1:14
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	10:26 (85.9%)	10:05	10:03	10:31	10:16	9:50	+0:26
			n=1023	n=992	n=803	n=964	n=945		+78
	Total Response Time ERF Concentration	Urban	12:44 (90.6%)	12:43	12:12	12:50	12:37	12:50	-0:13
			n=863	n=803	n=619	n=885	n=792		+70
ERF= Vehicle Crash, vs. Motorcycle, vs Pedestrian: 1 Engine, 1 Rescue Vehicle Crash vs. Buss/Semi/Train/MCI, Vehicle Crash with Fire: 2 Engines, 2 Rescues, Battalion, Safety									

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Fire (Non-Structures)- 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019-2021	Benchmark	*/-
Alarm Handling	Pick-up to Dispatch	Urban	3:28 (50.9%)	4:44	4:00	4:01	4:03	2:00	+2:03
Turnout Time	Turnout Time 1st Unit	Urban	2:03 (71.4%)	1:59	2:22	2:12	2:09	1:20	+0:49
Travel Time	Travel Time 1st Unit Distribution	Urban	8:10 (74.1%)	8:12	8:01	7:37	8:00	6:30	+1:30
	Travel Time ERF Concentration	Urban	8:32 (93.1%)	8:30	8:01	7:45	8:12	9:30	-1:18
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	12:24 (74.6%)	13:10	11:59	12:05	12:24	9:50	+2:34
			n=213	n=222	n=176	n=181	n=198		+15
	Total Response Time ERF Concentration	Urban	12:24 (91.0%)	13:49	11:59	12:05	12:34	12:50	-0:16
			n=192	n=226	n=176	n=181	n=193		-1
ERF = Vehicle, Dumpster, Boat, Minor, Wires Down: 1 Engine Brush Fire: 1 Engine, 1 Brush Fire: RV/Bus/Semi/Train: 2 Engines, 1 Rescue, Battalion, Safety									

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Fire Alarms - 90th Percentile Times - Baseline Performance			2022 (% Success)	2021	2020	2019	2019-2022	Benchmark	* / -
Alarm Handling	Pick-up to Dispatch	Urban	3:08 (68.3%)	2:47	2:38	3:03	2:54	2:00	+0:54
Turnout Time	Turnout Time 1st Unit	Urban	2:26 (59.8%)	2:07	2:29	2:43	2:26	1:20	+1:06
Travel Time	Travel Time 1st Unit Distribution	Urban	8:46 (72.5%)	8:51	8:40	8:46	8:46	6:30	+2:14
	Travel Time ERF Concentration	Urban	9:02 (91.6%)	9:10	9:17	9:29	9:14	9:30	-0:16
Total Response Time	Total Response Time 1st Unit on Scene Distribution	Urban	12:45 (73.1%)	12:10	12:31	12:59	12:36	9:50	+2:46
			n=925	n=774	n=800	n=847	n=836		+89
	Total Response Time ERF Concentration	Urban	12:59 (89.1%)	12:26	12:37	13:05	12:46	12:50	-0:04
			n=888	n=739	n=772	n=825	n=806		+82
ERF = Fire Alarm. Elevator Emergency, Fire Investigation, Smoke odor inside a Structure: 1 Engine Alarm with Waterflow: 2 Engines, 1 Rescue, Tower, Battalion, Safety									

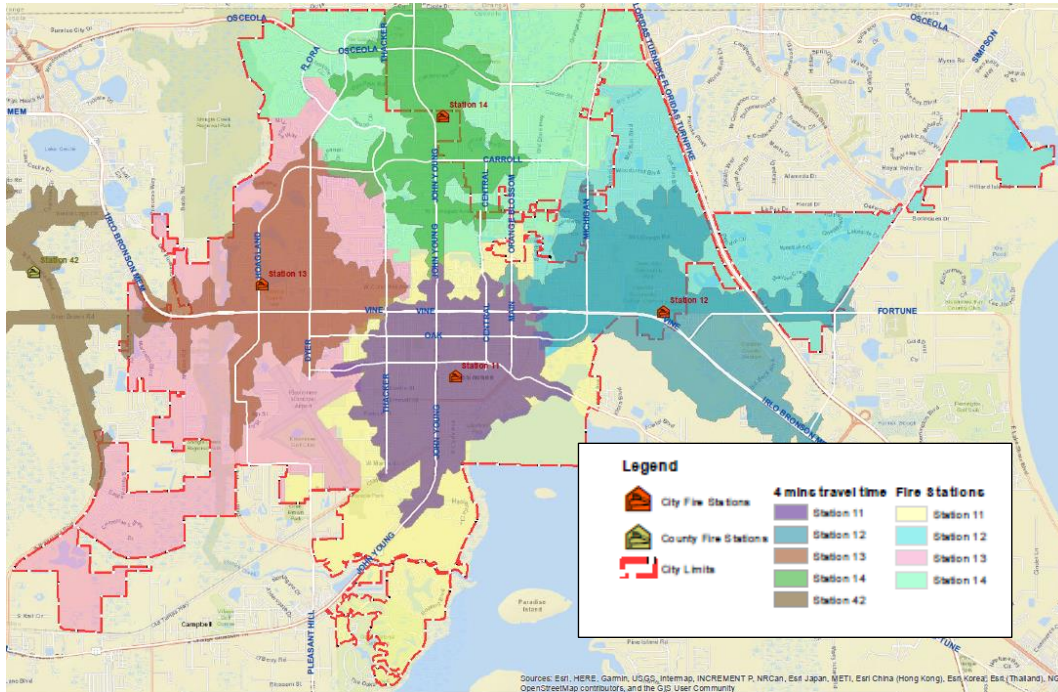
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Appendix 2 Planning Zone 13C Data

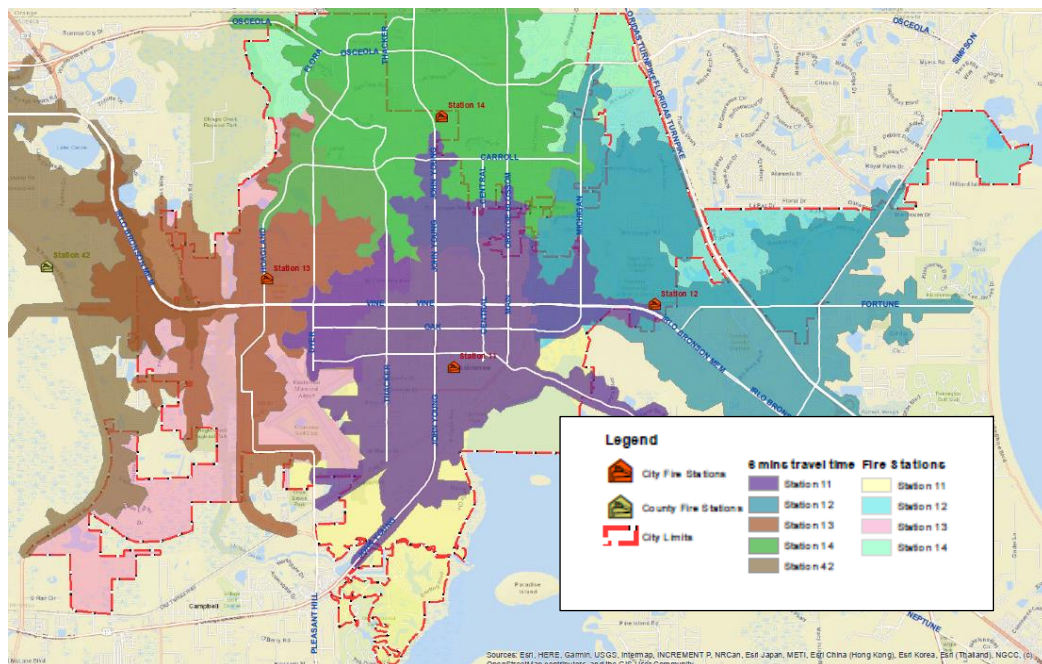
Note: Planning Zone 13C is a small residential zone in the southwestern section of the City and Osceola County provides all its EMS, fire, and rescue services. We have requested the data needed to analyze the baseline times for this zone to determine response gaps. As soon as the times are received, this data will be completed.

Appendix 3 Drive Time Maps

4-Minute Drive Time Map



6-Minute Drive Time Map



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Appendix 3 Property, Life, Injury, Environmental and other Losses (2A.5)

2019						
Incident Date	Incident Type	Property Use	Estimated Property Value	Estimated Property Loss	Estimated Contents Value	Estimated Contents Loss
1/23/2019	Building fire	Multifamily dwelling	\$75,000	\$40,000	\$10,000	\$10,000
2/13/2019	Electrical equipment	1 or 2 family dwelling	\$50,000	\$2,000	\$10,000	\$1,000
2/21/2019	Building fire	Multifamily dwelling	\$76,000	\$20,000	\$10,000	\$5,000
4/16/2019	Building fire	Multifamily dwelling	\$275,000	\$75,000	\$25,000	\$6,000
4/26/2019	MVA	High school/junior	\$50,000	\$5,000	\$2,500	\$500
6/5/2019	Automobile	1 or 2 family dwelling	\$25,000	\$25,000	\$500	\$500
6/23/2019	Building fire	1 or 2 family dwelling	\$1,000	\$750	\$1,000	\$750
7/5/2019	Building fire	Multifamily dwelling	\$300,000	\$20,000	\$100,000	\$15,000
7/9/2019	Building fire	Multifamily dwelling	\$74,000	\$30,000	\$8,000	\$8,000
7/22/2019	Vehicle Fire	Vacant Land	\$5,000	\$5,000	\$0	\$0
8/5/2019	Building fire	Laundry, dry cleaning	\$200,000	\$10,000	\$100,000	\$10,000
8/18/2019	Building fire	Multifamily dwelling	\$40,000	\$1,000	\$5,000	\$2,000
9/17/2019	Mobile home fire	1 or 2 family dwelling	\$4,000	\$4,000	\$10,000	\$3,000
10/8/2019	Building fire	1 or 2 family dwelling	\$200,000	\$75,000	\$30,000	\$20,000
11/7/2019	Cooking fire (confined)	Multifamily dwelling	\$50,000	\$5,000	\$10,000	\$2,500
11/13/2019	Building fire	Multifamily dwelling	\$150,000	\$80,000	\$15,000	\$15,000
11/22/2019	Building fire	1 or 2 family dwelling	\$300,000	\$2,000	\$20,000	\$500
Total			\$1,875,000	\$399,750	\$357,000	\$99,750
Civilian Injury: 2, Arson: 2 Property Saved: \$1,475,250, Property Loss: \$399,750						

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Community Risk Assessment Standard of Cover

2020						
Incident Date	Incident Type	Property Use	Estimated Property Value	Estimated Property Loss	Estimated Contents Value	Estimated Contents Loss
1/3/2020	Building fire	Multifamily dwelling	\$6,000	\$6,000	\$2,000	\$0
1/24/2020	Automobile	Vehicle parking area	\$2,000	\$2,000	\$300	\$300
1/24/2020	Building fire	Multifamily dwelling	\$50,000	\$1,000	\$12,000	\$500
1/29/2020	Cooking fire (confined)	Multifamily dwelling	\$750	\$750	\$100	\$100
1/31/2020	Automobile	Street commercial	\$10,000	\$10,000	\$50	\$50
2/7/2020	Automobile	Vehicle parking area	\$12,500	\$12,500	\$200	\$200
5/10/2020	Building fire	1 or 2 family dwelling	\$25,000	\$25,000	\$75,000	\$75,000
5/30/2020	Automobile	Street or road in commercial area	\$12,000	\$12,000	\$500	\$500
6/4/2020	Building fire	Motor vehicle, services, repair	\$200,000	\$5,000	\$500,020	\$5,000
7/27/2020	Automobile	Highway or divided highway	\$2,500	\$2,500	\$500	\$500
8/24/2020	Cooking fire (confined)	Multifamily dwelling	\$3,000,000	\$5,000	\$20,000	\$2,500
9/2/2020	Mobile home fire	1 or 2 family dwelling	\$43,000	\$43,000	\$10,000	\$10,000
9/26/2020	Automobile	Residential street	\$4,500	\$4,500	\$200	\$200
11/2/2020	Cooking fire (confined)	Food and beverage sales, grocery store	\$12,000	\$500	\$100	\$100
11/28/2020	Building fire	Multifamily dwelling	N/A	\$2,000	N/A	\$500
12/4/2020	Building fire	Multifamily dwelling	\$800,000	\$10,000	\$20,000	\$3,000
Total			4,180,250	141,750	640,970	98,450
Firefighter Injury: 1, Civilian Injury: 1, Civilian Death: 1, Arson: 1 Property Saved: \$4,038,500, Property Loss: \$141,750						

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Community Risk Assessment Standard of Cover

2021						
Incident Date	Incident Type	Property Use	Estimated Property Value	Estimated Property Loss	Estimated Contents Value	Estimated Contents Loss
1/10/2021	Building fire	1 or 2 family dwelling	\$140,000	\$70,000	\$20,000	\$12,000
1/10/2021	Passenger vehicle fire	Residential street	\$2,000	\$2,000	\$25,000	\$25,000
1/16/2021	Passenger vehicle fire	1 or 2 family dwelling	\$2,000	\$2,000	\$1,000	\$250
2/10/2021	Building fire	1 or 2 family dwelling	\$300,000	\$50,000	\$50,000	\$10,000
2/23/2021	Building fire	1 or 2 family dwelling	\$250,000	\$75,000	\$30,000	\$30,000
4/27/2021	Passenger vehicle fire	Street commercial	N/A	\$2,500	N/A	\$100
4/29/2021	Building fire	1 or 2 family dwelling	\$225,000	\$5,000	\$15,000	\$1,000
5/7/2021	Passenger vehicle fire	Street commercial	\$12,000	\$12,000	\$2,000	\$2,000
5/11/2021	Passenger vehicle fire	Vehicle parking area	\$18,000	\$18,000	\$250	\$250
5/18/2021	Building fire	Multifamily dwelling	\$140,000	\$100,000	\$10,000	\$7,500
5/23/2021	Cooking fire, confined	Multifamily dwelling	\$1,500	\$1,500	\$1,500	\$1,500
5/23/2021	Vehicle Fire	Residential street	N/A	\$22,000	N/A	\$1,000
5/28/2021	Building fire	Multifamily dwelling	\$600,000	\$20,000	\$3,000	\$3,000
7/1/2021	Building fire	Multifamily dwelling	\$75,000	\$40,000	\$15,000	\$15,000
7/1/2021	Building fire	Outbuilding	\$500	\$500	\$500	\$500
7/6/2021	Building fire	Multifamily dwelling	\$600,000	\$20,000	\$15,000	\$6,000
7/19/2021	Alarm system unintentional	Multifamily dwelling	\$3,000,000	\$50,000	\$30,000	\$10,000
7/29/2021	Cooking fire, confined	Multifamily dwelling	\$3,000,000	\$5,000	\$25,000	\$5,000
Total			\$8,366,000	\$495,500	\$243,250	\$130,100
Civilian Injury: 1, Arson: 4 Property Saved: \$7,870,500, Property Lost: \$495,500						

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Community Risk Assessment Standard of Cover

2022						
Incident Date	Incident Type	Property Use	Estimated Property Value	Estimated Property Loss	Estimated Contents Value	Estimated Contents Loss
2/3/2022	Passenger vehicle fire	Highway or divided highway	\$16,491	\$16,491	\$700	\$500.00
2/14/2022	Building fire	Multifamily dwelling	\$999,999	\$50,000	\$15,000	\$5,000
5/25/2022	Building fire	Outbuilding or shed	\$20,000	\$20,000	\$5,000	\$5,000
7/16/2022	Building fire	Multifamily dwelling	\$500,000	\$15,000	\$10,000	\$2,500
8/1/2022	Building fire	1 or 2 family dwelling	\$450,000	\$400,000	\$75,000	\$50,000
8/26/2022	Building fire	1 or 2 family dwelling	\$300,000	\$5,000	\$5,000	\$500
8/30/2022	Building fire	Multifamily dwelling	\$2,000,000	\$5,000	\$25,000	\$5,000
9/5/2022	Passenger vehicle fire	Vehicle parking area	\$13,000	\$13,000	\$200	\$200
12/11/2022	Building fire	Business office	\$1,300,000	\$250,000	\$500,000	\$100,000
10/8/2022	Building fire	Outbuilding or shed	\$2,000,000	\$6,000	\$5,000	\$2,000
5/8/2022	Vehicle fire	Commercial Road	N/A	N/A	N/A	N/A
2/19/2022	Building fire	Outbuilding or shed	N/A	N/A	N/A	N/A
Total			\$5,599,490	\$780,491	\$635,900	\$170,700
Civilian Injury: 1, Arson:4 Property Saved: \$4,818,999, Property Lost: \$780,491						

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Appendix 4 Performance Monitoring, Required Program Review and Reporting Frequency

Minimum Frequency	Accreditation Criterion	Requirement
Periodic	1A.3	The governing body of the agency periodically reviews and approves services and programs.
Every 3 Years	2B.2	The historical emergency and nonemergency service demands frequency for a minimum of three immediately previous years and the future probability of emergency and nonemergency service demands, by service type, have been identified and documented by planning zone.
Periodic	CC 2D.1	The agency has a documented and adopted methodology for assessing performance adequacies, consistency, reliability, resiliency, and opportunities for improvement for the total response area.
Quarterly	2D.2	The agency continuously monitors, assesses, and internally reports, at least quarterly, on the ability of the existing delivery system to meet expected outcomes and identifies and prioritizes remedial actions.
Annually	CC 2D.3	The performance monitoring methodology identifies, at least annually, future external influences, altering conditions, growth, and development trends, and new or evolving risks, for purposes of analyzing the balance of service capabilities with new conditions or demands.
Annually	2D.4	The <u>performance monitoring methodology supports</u> the assessment of the efficiency and effectiveness of each service program at least annually in relation to industry research.
Periodic	2D.5	Impacts of incident mitigation program efforts, such as community risk reduction, public education, and community service programs, are considered and assessed in the monitoring process.
Annually	CC 2D.6	Performance gaps for the total response area, such as inadequacies, inconsistencies, and negative trends, are determined at least annually.

Community Risk Assessment Standard of Cover

Minimum Frequency	Accreditation Criterion	Requirement
Annually	2D.9	On at least an annual basis, the agency formally notifies the AHJ of any gaps in current capabilities, capacity, and the level of service provided within its delivery system to mitigate the identified risks within its service area, as identified in its community risk assessment/standards of cover.
Every 3 Years	2D.10	The agency interacts with external stakeholders and the AHJ at least once every three years, to determine the stakeholders' and AHJ's expectations for types and levels of services provided by the agency.
Annually	CC 3D.1	The agency reviews its goals and objectives at least annually and modifies as needed to ensure they are relevant and contemporary.
Annually	CC 3D.2	The agency reviews, at least annually, its overall system performance and identifies areas in need of improvement, which should be considered for inclusion in the organizational goals and objectives.
Annually	3D.3	The agency provides progress updates, at least annually, on its goals and objectives to the AHJ, its members and the community it serves.
Every 3 Years	4A.2	The agency has formally adopted financial policies that address general fund reserves, reserves in other funds, fund balances, grants, debt, investment, accounting and financial reporting, risk management and internal controls, procurement, long-term financial planning, structurally balanced budgets, capital, revenues, expenditures, operating budgets, and charges/fees. The agency reviews financial policies at least every three years and updates as needed.
Annually	5A.6	The agency sets specific, targeted, and achievable annual loss reduction benchmarks for fire incidents and fire casualties based upon the community risk assessment and baseline performance.
Annually	5D.6	The agency has a documented continuity of operations plan that is reviewed annually and updated at least every five years to ensure essential operations are maintained.
Annually	CC 8C.8	Training materials are evaluated, at least annually, to reflect current practices and meet the needs of the agency.
Every 3 Years	CC 9C.1	Organizational documents, forms, standard operating procedures or general guidelines, and manuals are reviewed at least every three years and updated as needed for all agency programs.

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Minimum Frequency	Accreditation Criterion	Requirement
Every 3 Years	CC 10B.1	External agency agreements are reviewed every three years and revised as necessary to meet objectives.
Annually	10B.3	The agency evaluates external agency performance annually to ensure that external agencies are capable and effective in supporting the agency's goals and objectives.
Regularly	CC 11B.1	The agency provides for initial, regular, and rehabilitative medical, and fitness evaluations.
Regularly	11B.5	The agency provides for cancer and behavioral health screenings and a cardiac assessment.
Annually	Various Criterion: All Core Competencies	The agency conducts a formal and documented program appraisal, at least annually, to determine the program's impacts and outcomes, and to measure performance and progress in reducing risk based on the community risk assessment/standards of cover: a. Fire Prevention Program b. Public Education Program c. Fire Investigation, Origin, and Cause Program d. Domestic Preparedness, Planning and Response e. Fire Suppression f. EMS g. Technical Rescue h. Hazardous Materials i. Aviation j. Wildland Services k. Drone Program l. Emergency Communication Systems m. Wellness/Fitness Program

Appendix 5 Baseline Performance Data Processing Methodology

Sorting of Data into Programs

- Select the desired time period and copy to a sheet.
- Isolate rows where units did not go enroute or arrive. Delete them.
- Insert calculated columns for Handling, Turnout, Travel, and Total Response.
- Sort by call type and move correlating rows to sheets based on programs:
 - o Aircraft
 - o EMS
 - o Fire (Structures)
 - o Fire (Non-Structures)
 - o Fire Alarm
 - o Hazmat
 - o MVC
 - o Tech Rescue

Separate each Program into Risk Category

- **Aircraft Low**
(Alert 1)
- **Aircraft Moderate**
(Alert2)
- **Aircraft High**
(Alert 3)
- **EMS Low**

Reference EMD NAE-OMG 13.3.191 Response Configurations 12.13.22 (003).pdf for Rescue only.

- **EMS Moderate**

Reference EMD NAE-OMG 13.3.191 Response Configurations 12.13.22 (003).pdf for Engine and Rescue responses.

- **EMS High**

Reference EMD NAE-OMG 13.3.191 Response Configurations 12.13.22 (003).pdf for Engine, Rescue, and Safety Officer responses.

- **Fire (Structures)** sort incidents by addresses into:

- Low – Single-Family residential and all fires at low rated commercial structures for the CRA spreadsheet.
- Moderate – Multi-Family residential 3 stories and under as well as all fires at moderate rated structures from the CRA spreadsheet.
- High – All fires at high-risk rated structures from the CRA spreadsheet.

- **Fire (Non-Structures)**

(Vehicle) (Dumpster) (Boat) (Minor) (Wires Down) (Brush Fire) (Fire :RV/Bus/Semi/Train)

- **Fire Alarm**

(Fire Alarm) (Elevator Emergency) (Fire Investigation) (Smoke odor inside a Structure (Alarm with Waterflow)

- **Hazmat Low**

(Hazmat Level 1)(CO Alarm)

- **Hazmat Moderate**

(Hazmat Level 2) (Natural gas or Propane leak) (Bomb Threat)

- **Hazmat High**

(Hazmat level 3 or 4)

- **MVC**

- (Vehicle Crash) (vs. Motorcycle) (vs Pedestrian) (Vehicle crash vs. Buss/Semi/Train/MCI) (Vehicle crash with Fire)

- **Tech Rescue**

(Vehicle vs Structure) (Collapse) (Confined Space) (Trench) (Vehicle Crash with Entrapment/Ejections)

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- **Non-Emergency Calls**

Identify 1st Arriving and ERF

- Sort all columns and rows by:
Custom (Incident - smallest to largest) then (Arriving – smallest to largest)
- Insert two columns. One is to mark the 1st arriving. The second is to mark the ERF arrival unit.
- Based on the classification and category, mark the 1st arriving and ERF for each corresponding incident row.

Calculating 90th Percentile

- Copy the column (ex; Handling, Turnout, etc.) and paste it. The column must be formatted to the correct time format (hh:mm:ss).
- Sort the column (Largest to smallest) The longest time will be at the top and shortest at the bottom.
- Identify the outliers (See Outlier policy)
- In the “Data” tab of Excel select “Data Analysis”
- Use the “Rank and Percentile” function and select the input range
- Mark the “Labels in the first row” and “Output” boxes.
- Click inside of the Output blank field.
- Then select the Excel field you want the rank column to begin.
- Then click “OK”
- This will rank all data selected by percentage

Identify 90th Percentile

- Scroll down to the box with the closest percentile to 90% and select the correlating time.

Success Rate

- Success can be found by scrolling down to the baseline and identifying the correlating percentage.

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Community Risk Assessment Standard of Cover

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ITEM 8.A

Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

Request

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

Explanation

Commissioner Castano appointed Jeniffer Salas to the Board of Adjustment on October 18, 2022, pending review of an application that was to be filed. Ms. Salas' application was received, but upon review she did not qualify for the position. She was notified and submitted a second application with changes but she still did not qualify for the position on the grounds she is not a City resident and does not own or operate a business in the City. Since the term expiration date for this vacancy is set for May 31, 2023, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Seat # 1 was originally assigned the Board of Adjustment vacancy and it has been reassigned to Seat # 1 due to the applicant not qualifying for appointment.

Commissioner Eady appointed Yohanna Cruz to the Planning Advisory Board on February 21, 2023, pending review of an application that was to be filed. Ms. Cruz's application was received, but upon review she did not qualify for the position as she is not a City resident and does not maintain a business office in the City limits. Seat # 2 was originally assigned the Planning Advisory Board vacancy and it has been reassigned to Seat # 2 due to the applicant not qualifying for appointment.

Planning Advisory Board Member, Jeffrey Wolff missed more than half of the scheduled meetings for the calendar year of 2022. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned and a new replacement may be appointed." Mr. Wolff's term is set to expire on May 31, 2023. When an appointment is made, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Seat # 3 has been assigned this Planning Advisory Board vacancy.

The Commissioners will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat #1 - Castano <i>*No applications currently on file*</i>	1/17/2023 2/21/2023 3/21/2023	Board of Adjustment	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026)	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 <i>*No applications currently on file*</i>	2/21/2023 4/04/2023	Planning Advisory Board	05/31/2024	Member must be a City resident or maintain a business office within the City.
Seat #3 - Alvarez <i>*No applications currently on file*</i>	2/21/2023 3/21/2023	Planning Advisory Board	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026)	Member may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

Recommendation

Staff recommends the Commission make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

None