



**MEETING AGENDA  
SESSION OF THE CITY COMMISSION  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, DECEMBER 3, 2024 AT 6:00 PM**

**1. MEETING CALLED TO ORDER**

**2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

**3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A City Commission selection of Vice Mayor and Mayor Pro Tem

3.B Employee of the Month for December

**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 November 19, 2024 Special and Regular Commission meeting

7.B Purchase of Six New Lucas CPR Devices for Engines and Tower

7.C 2025 Tourism Enhancement Grants for Events

7.D Community Development Block Grant FY2024 Funding Agreement

7.E Resolution authorizing the subordination of utility interest in Parcel 163.03

7.F Holiday Incentive Payment

7.G Acceptance of the Fiscal Year 2023 Homeland Security Grant through Urban Areas Security Initiative Program (UASI)

7.H American Rescue Funds Obligation

7.I Lease Agreement with State Representative Jose Alvarez for Office Space at City Hall

**8. DISCUSSION ITEMS**

8.A Appointment of Commission Representatives to External Boards and Councils

8.B 2025 City Commission Meeting Calendar

8.C Advisory Board Vacancy: Board of Adjustment

**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**

#### **City Commission selection of Vice Mayor and Mayor Pro Tem**

##### **Request**

Request the Commission select a member to serve as Vice-Mayor and Mayor Pro Tem for the next two (2) years.

##### **Explanation**

The terms for the positions of Vice Mayor and Mayor Pro Tem for the next two years are selected and approved by the City Commission at the conclusion of each election cycle. Per City Code Section 2-32 and 2-33, these positions shall perform the duties of the mayor in the temporary absence or disability of the mayor.

Department: City Manager

Presenter:

##### **Attachment(s):**

None

## **ITEM 3.B**

### **Employee of the Month for December**

#### **Request**

Staff requests that the Commission join the City Manager in recognizing Marlene Neitzel of the Kissimmee Police Department as the Employee of the Month for December.

#### **Explanation**

The City is pleased to honor Marlene Neitzel as the Employee of the Month for December. Marlene has been with the City for almost 21 years and currently serves as a Corporal for the Kissimmee Police Department.

Corporal Neitzel has demonstrated exceptional skill and dedication in her recent handling of a high-stakes negotiation involving a suicidal individual, ultimately leading to a positive outcome. Her advanced negotiation techniques and ability to remain calm under pressure allowed her to de-escalate the situation and ensure the individual received the help they needed. Neitzel's determination to go above and beyond, even after the immediate crisis has passed, is exemplified by her continued communication with the individual, checking in and ensuring they receive the proper follow-up care weeks after the incident.

Corporal Neitzel has a history of successfully managing numerous similar situations, consistently achieving positive resolutions. Her unwavering work ethic, combined with a genuine commitment to the well-being of our citizens, has been a significant asset to our department. Her ability to build trust, provide support, and guide individuals in times of crisis is a testament to her professionalism and compassionate approach to law enforcement. For this and more, the City would like to recognize Marlene Neitzel.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

#### **Attachment(s):**

None

**ITEM 7.A****Approval of City Commission Minutes from the November 19, 2024 Special and Regular Commission meeting****Request**

Request Commission approval of the November 19, 2024 Commission Minutes.

**Explanation**

Minutes of the Commission meeting and Special Meeting held on November 19, 2024 are attached for approval.

**Recommendation**

Staff recommends Commission approval.

**REQUESTED CITY COMMISSION ACTION:**

Department: City Commission

Presenter:

**Attachment(s):**

1. (S) - CCM MIN NOV 19 2024 - Special Meeting Election Results and Swearing In Ceremonies
2. (S) - CCM MIN NOV 19 2024



**MEETING MINUTES  
SESSION OF THE SPECIAL MEETING:  
ELECTION RESULTS AND SWEARING IN CEREMONIES  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, NOVEMBER 19, 2024 AT 5:30 PM**

**1. MEETING CALLED TO ORDER**

**Members Present:** Mayor Olga Gonzalez, Commissioners Olga Castano, Carlos Alvarez, III, Janette Martinez, Mayor-Elect Jackie Espinosa, Commissioner-Elect Noel Ortiz

**Staff Present:** City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

**Members Absent:** Commissioner Angela Eady

Mayor Gonzalez called the meeting to order at 5:30 PM.

**2. DISCUSSION ITEMS**

**2.A Acceptance of the November 5, 2024 Election Returns for Commission Seats #1, #3 and #5**

Commission acceptance and approval of the November 5, 2024, City of Kissimmee Run-Off Election Returns for Commission Seat #1, #3 and #5 (Mayor).

Commissioner Alvarez made a motion to accept the November 5, 2024 Run-Off Election Returns. Commissioner Castano seconded the motion.

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

NAY: None

Motion carried 4 - 0.

**3. PRESENTATIONS**

**3.A Swearing in Ceremony for City Commission Seats #1, #3 and #5**

Commissioner-Elect Seat #1 Noel Ortiz, Commissioner-Elect Seat #3 Carlos Alvarez III and Mayor-Commissioner Elect Seat #5 Jackie Espinoza, will be sworn in following the acceptance of the Official Election Results certified by the Osceola County Canvassing Board.

Minister Angel Ramos administered the Oath of Office to Commissioner-Elect Noel Ortiz.

The Honorable Judge Christine E. Arendas administered the Oath of Office to Commissioner-Elect Carlos Alvarez III.

Pastor Wade Mumm administered the Oath of Office to Mayor-Elect Jackie Espinosa.

At the conclusion of the Swearing In Ceremony, the newly elected Commissioners took their seats on the Dias.

**3.B City Commission Code of Conduct Resolution Addendum 2024/2026**

Commission acceptance of the City Commission Code of Conduct Resolution Addendum for 2024/2026.

City Manager Steigerwald explained the Code of Conduct Resolution is a public declaration of the ethical standards required by all City Commissioners, and the addendum is required to be signed by all commissioners upon taking Office. The City Commissioners will collectively execute the addendum post-meeting.

3.C Recognition of outgoing Commissioners - Mayor Olga Gonzalez and Vice-Mayor Olga Castaño

Recognition of outgoing Mayor Olga Gonzalez and Vice-Mayor Olga Castaño for their dedicated service to the City Commission and the citizens of Kissimmee by presenting them with tokens of appreciation for their years of service.

City Manager Steigerwald honored Former Vice-Mayor Olga Castano and Former Mayor Olga Gonzalez for their years of committed service. Both were celebrated for their leadership and impactful contributions to the city's growth and success.

Former Commissioner Castano received a service plaque. Former Mayor Gonzalez was presented with a service plaque, a retirement watch, and the "Eagle Award." Additionally, the City Manager read a Proclamation highlighting her accomplishments and contributions. In response, Former Mayor Gonzalez delivered a speech expressing her gratitude and reflecting on her time serving the City.

**4. ADJOURNMENT**

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 5:53 PM.

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MAYOR-COMMISSIONER

ATTEST:

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CITY CLERK



**MEETING MINUTES  
SESSION OF THE CITY COMMISSION  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, NOVEMBER 19, 2024 AT 6:00 PM**

**1. MEETING CALLED TO ORDER**

**Members Present:** Mayor Jackie Espinosa, Commissioners Noel Ortiz, Carlos Alvarez, III, Janette Martinez

**Staff Present:** City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo

**Members Absent:** Commissioner Angela Eady

Mayor Espinosa called the meeting to order at 6:14 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 Certificate of Appreciation - Traffic Box Wrap Project**

Presentation of a Certificate of Appreciation and a stipend to each student who participated in the Traffic Box Wrap Project.

Business Development Specialist Yolanda Claudio presented certificates and awards to students who participated in the Traffic Box Wrap Project. Each student received a certificate and a check and took pictures with the City Commission as they were recognized.

**4. PUBLIC HEARINGS - FIRST AND SECOND READINGS**

**4.A Public Hearing - Second and Final Reading - Proposed Ordinance # 24-16 - Amending the General Employees Retirement Plan**

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-89, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of the Proposed Ordinance # 24-16 for the General Employee's Pension Plan.

City Attorney Sanchez de Fuentes read Ordinance # 3111 by title.

Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez moved to adopt Ordinance # 3111. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

|                       |        |
|-----------------------|--------|
| Commissioner Alvarez  | AYE    |
| Commissioner Martinez | AYE    |
| Commissioner Ortiz    | AYE    |
| Commissioner Eady     | ABSENT |
| Mayor Espinosa        | AYE    |

Motion carried 4 - 0.

## 5. PUBLIC HEARINGS

### 5.A Public Hearing – Adoption of Resolution to Amend the City's FY 2023-2024 Operating Budget

This request is for Commission approval to adopt a resolution amending the City's operating budget for 2023-2024.

Commissioner Alvarez made a motion to adopt Resolution #32-2024. Commissioner Martinez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz

NAY: None

Motion carried 4 - 0.

## 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.*

Commissioner Alvarez made a motion to approve the Consent Agenda in its entirety. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

### 7.A Approval of City Commission Minutes from the November 5, 2024 meeting

Request Commission approval of the November 5, 2024 Commission Minutes.

### 7.B Ministerial Approval - Police Pension Board Appointment

Request Commission ministerial approval of the appointment of Ian Downing as the fifth member of the Police Pension Board of Trustees. Ian Downing's current term expired on September 30, 2024.

### 7.C Public Works and Engineering Reorganization

Commission approval to amend the Public Works and Engineering Budget for the current fiscal year 2024-25.

### 7.D Donation of portable basketball courts and goals to Beacon College

Approval to donate two portable basketball courts and four basketball goals to Beacon College for use by their Athletic Department.

- 7.E Authorization to accept 2024-2025 Victims of Crime Act grant funding  
The Police Department requests Commission acceptance of the Victim of Crimes Act grant (Grant VOCA25) from the State of Florida, Office of the Attorney General, Bureau of Advocacy and Grants Management, in the amount of \$56,001.
- 7.F Grant funding from the High Intensity Drug Trafficking Area Grant Program  
Authorize the acceptance of \$12,000 from the High Intensity Drug Trafficking Areas (HIDTA) Grant Program (Grant HIDTA-MBI24), amending the budget and reclassifying expenses accordingly.
- 7.G Fire Station #15 Alerting System Purchase  
Approve the First Amendment to the Agreement with US Digital Designed by Honeywell (Contract # 20250073) allowing purchase of a Fire Station Alerting System for Station #15.
- 7.H Kissimmee Utility Authority contract for Line Extension Services for Lancaster Ranch Park Phase I  
Approve the Kissimmee Utility Authority Contract #20250080 for Line Extension Services for Lancaster Ranch Park Phase 1 in the amount of \$110,164.92.
- 7.I Disposal of City Assets  
Approval to dispose of the asset items detailed in the attached report.
- 7.J Bilmar Avionics Inc. Fourth Addendum for Lease Extension  
Approval of Contract #20240287, Fourth Addendum for Lease Extension for Bilmar Avionics, Inc.
- 7.K New Rescue Unit Purchase 2025  
The Kissimmee Fire Department is requesting to have Excellance, Inc. manufacture a Rescue Unit utilizing a 2026 Freightliner M2 106 Plus Chassis.
- 7.L Rescue Unit Re-Chassis 2025  
Approval for Excellance, Inc., to purchase a 2025 Freightliner M2 106 chassis to re-chassis and refurbish FD129.
- 7.M Osceola Village Commercial and Apartments – Final Plat  
Approval of the final plat known as Osceola Village Commercial and Apartments with a performance guarantee/agreement. (Contract #20250082)
- 7.N Environmental and Climate Justice Community Change Grants Program  
Approval to apply for an Environmental and Climate Justice Community Change Grant in partnership with the Alianza Center, Inc. through the U.S. Environmental Protection Agency, and authorization for the City Manager to negotiate and execute a partnership agreement with Alianza and any other documents necessary to submit the grant application.
- 7.O State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for 814 Robinson Avenue, Kissimmee, FL 34741  
Approval for the Mayor to execute the State Housing Initiatives Partnership (SHIP) Agreement, Contract #20240039, with Osceola Council on Aging, LLC and Belinda Slade.
- 7.P Approval to Adjust the Fiscal Year 2023-2024 Budget  
This request is for Commission approval to adjust the budget for fiscal year 2023-2024 due to line-item variances in certain department budgets.

## 8. DISCUSSION ITEMS

- 8.A Discussion on the creation of a Civilian Oversight Board for the Police Department

Staff requests Commission direction on the potential creation of a Civilian Police Oversight Board to review the policies and procedures of the Kissimmee Police Department.

City Manager Steigerwald addressed the dissolution of the Citizens Police Review Board in June, which was prompted by a change in legislation. The law currently permits the establishment of civilian oversight boards, but they are limited to reviewing policies and procedures only. If there is consensus among the commissioners, the City would need to create an ordinance, which would be presented at two public hearings before being enacted. Each commissioner shared their support for the civilian oversight board, emphasizing that public safety and transparency continue to be top priorities.

Mayor Espinosa opened the floor for any public comment. Claudia Zuco, 1342 Stallone Court, Kissimmee, FL, expressed her support for the establishment of a Civilian Oversight Board. However, she believes the city could take additional actions beyond just creating this board, feeling that it does not go far enough. She advocates for more substantial measures to be implemented.

Commissioner Martinez made a motion to direct staff to draft an ordinance creating a Civilian Police Oversight Board. Commissioner Alvarez seconded the motion.

AYE: Commissioner Alvarez, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz

NAY: None

Motion carried 4 - 0.

#### 8.B Advisory Board Vacancy: Board of Adjustment

The Commission is requested to make appointments to fill a vacancy on the Board of Adjustment.

Commissioner Martinez has until December 3rd to make an appointment. There are no qualified applications on file at this time.

### 9. HEAR CITY OFFICIALS

#### 9.A CITY MANAGER

City Manager Steigerwald extended his congratulations to the incoming commissioners and introduced Interim Police Chief Robert Anzueto, who provided an update on the Kissimmee Police Department. Interim Chief Anzueto emphasized his dedication to transparency and ensuring thorough examination of all aspects of the Police Department. He expressed support for the establishment of a Civilian Oversight Board and affirmed his commitment to helping the agency progress in a positive direction.

#### 9.B CITY ATTORNEY

City Attorney Sanchez de Fuentes congratulated the incoming commissioners and is excited to work along side of them.

#### 9.C CITY COMMISSION

Commissioner Martinez addressed a press release denying allegations related to an internal investigation. Commissioner Alvarez expressed gratitude to his campaign supporters and looks forward to four more years of service. Commissioner Ortiz also thanked his supporters, emphasizing his commitment to serving Kissimmee residents. Mayor Espinosa congratulated the newly elected commissioners and thanked her supporters, as well as Interim Chief Anzueto and the City Manager for their prompt responses. She acknowledged the challenges faced by growing city's and reaffirmed

efforts toward long-term solutions.

**10. ADJOURNMENT**

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:45 PM.

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MAYOR-COMMISSIONER

ATTEST:

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CITY CLERK

## ITEM 7.B

### Purchase of Six New Lucas CPR Devices for Engines and Tower

#### Request

Approval to purchase six (6) new Lucas CPR Devices from Stryker Medical, to be placed on Squad 11, Engines 12, 13, 14, and 15, and Tower 11.

#### Explanation

The Kissimmee Fire Department currently has Lucas CPR Devices on our rescues. These devices have been proven to save lives. We are requesting approval to purchase six (6) additional devices from Stryker Medical for a total cost of \$128,440.92. The units will be placed in Squad 11, Engines 12, 13, 14, and 15, and Tower 11 for advanced life support (ALS). With this purchase, we will now have these devices on all of our front-line apparatus, making them more readily available when the crews need them.

The cost of these units is as follows:

|                                                    |              |
|----------------------------------------------------|--------------|
| 6 Lucas CPR Devices @ \$17,815.76 each             | \$106,894.56 |
| 12 Lucas 3 Batteries @ \$765.60 each               | \$ 9,187.20  |
| 6 Lucas Desk-Top Battery Charger @ \$1,287.20 each | \$ 7,723.20  |
| 6 Lucas External Power Supply @ \$407.20 each      | \$ 2,443.20  |
| Shipping                                           | \$ 2,192.76  |
| TOTAL:                                             | \$128,440.92 |

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget       | Actual       |
|-----------------|-----------|---------------------|--------------|--------------|
| 10435206-506494 | FD2516    |                     | \$130,140.00 | \$128,440.92 |

#### Financial Summary:

The funding for the new equipment has been approved in the FY25 budget, project FD2516, account 10435206-506494. This is a sole source project to match the equipment that we are currently using.

#### Recommendation

Staff recommends approval of this purchase using funding from project FD2516.

#### REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Fire

Presenter:

**Attachment(s):**

1. Purchase of Six New Lucas CPR Devices - Invoice



x6 LUCAS for Engines Updated

Quote Number:11016668

Version:1

Prepared For:KISSIMMEE FIRE DEPT STATION 11

Attn:

Quote Date:11/11/2024

Expiration Date:02/09/2025

Remit to:Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Rep:Justin Pence

Email:justin.pence@stryker.com

Phone Number:(269) 377-3327

| Delivery Address |                                | Sold To - Shipping |                                | Bill To Account |                             |
|------------------|--------------------------------|--------------------|--------------------------------|-----------------|-----------------------------|
| Name:            | KISSIMMEE FIRE DEPT STATION 11 | Name:              | KISSIMMEE FIRE DEPT STATION 11 | Name:           | CITY OF KISSIMMEE FIRE DEPT |
| Account #:       | 20096005                       | Account #:         | 20096005                       | Account #:      | 20062970                    |
| Address:         | 343 N CLYDE AVE                | Address:           | 343 N CLYDE AVE                | Address:        | 101 CHURCH ST               |
|                  | KISSIMMEE                      |                    | KISSIMMEE                      |                 | KISSIMMEE                   |
|                  | Florida 34741-5104             |                    | Florida 34741-5104             |                 | Florida 34741-5054          |

Equipment Products:

| #                | Product      | Description                                                                                                                                                                                                          | Qty | Sell Price  | Total        |
|------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-------------|--------------|
| 1.0              | 99576-000063 | LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device | 6   | \$17,815.76 | \$106,894.56 |
| 2.0              | 11576-000080 | LUCAS 3 Battery - Dark Grey - Rechargeable LiPo                                                                                                                                                                      | 12  | \$765.60    | \$9,187.20   |
| 3.0              | 11576-000060 | LUCAS Desk-Top Battery Charger                                                                                                                                                                                       | 6   | \$1,287.20  | \$7,723.20   |
| 4.0              | 11576-000071 | LUCAS External Power Supply                                                                                                                                                                                          | 6   | \$407.20    | \$2,443.20   |
| Equipment Total: |              |                                                                                                                                                                                                                      |     |             | \$126,248.16 |

Price Totals:

|                               |              |
|-------------------------------|--------------|
| Estimated Sales Tax (0.000%): | \$0.00       |
| Freight/Shipping:             | \$2,192.76   |
| Grand Total:                  | \$128,440.92 |

Prices: In effect for 30 days

Terms: Net 30 Days



## x6 LUCAS for Engines Updated

Quote Number: 11016668

Remit to: Stryker Sales, LLC  
21343 NETWORK PLACE  
CHICAGO IL 60673-1213  
USA

Version: 1

Prepared For: KISSIMMEE FIRE DEPT STATION 11  
Attn:

Rep: Justin Pence  
Email: justin.pence@stryker.com  
Phone Number: (269) 377-3327

Quote Date: 11/11/2024

Expiration Date: 02/09/2025

### Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at [https://techweb.stryker.com/Terms\\_Conditions/index.html](https://techweb.stryker.com/Terms_Conditions/index.html).

## ITEM 7.C

### 2025 Tourism Enhancement Grants for Events

#### Request

Approval to accept the 2025 Tourism Enhancement Grants for five Parks and Recreation Events in 2025 for a total of \$70,000 to use toward marketing, contracts #'s 20250100, 20250101, 20250102, 20250103, 20250104.

#### Explanation

Every year, Experience Kissimmee gives out funding through the Tourism Enhancement Grant to organizations that hold events that promote tourism in Osceola County. These funds are used to market the event to help increase attendance and promote tourism to Kissimmee. The Parks and Recreation Department submitted and was approved for funding for a total of five (5) events. These events as shown below for the 2024/25 fiscal year and their awarded amounts.

Taste of Kissimmee - \$15,000

Kowtown - \$15,000

Juneteenth - \$15,000

Pridefest - \$15,000

Fandom - \$10,000

Experience Kissimmee recognizes the economic impact derived from these local events and, through a competitive process, has awarded these grants for 2025.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget   | Actual   |
|-----------------|-----------|---------------------|----------|----------|
| 00150663-504901 |           | Increase            | \$70,000 | \$70,000 |
| 00100366-366001 |           | Increase            | \$70,000 | \$70,000 |

#### Financial Summary:

The Parks and Recreation Department is asking for the Commission's approval to accept these funds, and amend the budget as appropriate and allow management staff to sign documents pertaining to grants. These funds are to be used on the marketing of the specified events.

#### Recommendation

Approval to accept the 2025 Tourism Enhancement Grants for five Parks and Recreation Events in 2025 for a total of \$70,000 to use toward marketing, contracts #'s 20250100, 20250101, 20250102, 20250103, 20250104.

#### REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Parks & Recreation

Presenter:

**Attachment(s):**

1. EK Fandom Contract w.exhibits
2. EK Juneteenth Contract w.exhibits
3. EK Kowtown Contract w.exhibits
4. EK Pridefest Contract w.exhibits
5. EK Taste of Kissimmee Contract w.exhibits



|                                                        |                             |                                                                              |
|--------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------|
| <b>Grantee<br/>Contact<br/>Information<br/>FY24-25</b> | Grantee's name:             | <u>City of Kissimmee</u> ("Grantee")                                         |
|                                                        | Grantee's contact name:     | Maude Garrett                                                                |
|                                                        | Grantee's email address:    | <a href="mailto:maude.garrett@kissimmee.gov">maude.garrett@kissimmee.gov</a> |
|                                                        | Grantee's address is:       | 101 Church Street Kissimmee, FL 34741                                        |
|                                                        | Grantee's telephone number: | 407-973-6525                                                                 |
|                                                        | Grantee's event name:       | Fandom Kissimmee                                                             |

## **TOURISM ENHANCEMENT GRANTS CONTRACT**

**THIS CONTRACT** is made and entered into between the Osceola Convention and Visitors Bureau, Inc., (d/b/a Experience Kissimmee), hereinafter referred to as "Experience Kissimmee" and City of Kissimmee hereinafter referred to as the "Grantee".

### **RECITALS**

**WHEREAS**, Grantee has applied for a Tourism Enhancement Grant;

**WHEREAS**, the Osceola County Tourist Development Council ("TDC") is responsible for reviewing, evaluating and awarding such grants to organizations that will stage events and carry out operations that will serve to promote tourism into Osceola County;

**WHEREAS**, the TDC did award such a grant to Grantee and which grant is the subject hereof;

**WHEREAS**, Osceola County, Florida, has contracted with Experience Kissimmee to administer such grants;

**WHEREAS**, Grantee agrees to comply with certain obligations in exchange for the receipt of such grant;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

**Section 1.     Recitals.**

- 1.1. The recitals set forth above are incorporated herein as a material part hereof.

**Section 2.     Grantee's Obligations.**

- 2.1. Grantee has submitted that certain grant application to the TDC and which application is attached hereto as **Exhibit A** ("Application"). Grantee agrees to abide by the statements and representations in the Application which Grantee hereby warrants and represents are true and correct.
  - 2.1.1. Experience Kissimmee may in its sole and absolute discretion agree to vary such obligations, should same be requested in writing by Grantee.
- 2.2. The TDC has awarded a grant to Grantee, and, should such grant be made with requirements, stipulations or similar conditions, then Grantee agrees to abide by same as a precondition to receipt of such grant. Such requirements, stipulations and conditions, if any exist, are attached hereto as **Exhibit B** ("Award").
- 2.3. Grantee agrees that it shall undertake the activities (the "Event") described in the Application as modified, if at all, by the Award, without material variation. Such obligation includes, without limitation, compliance with the grant application's Special Event Marketing Plan and Projected Budget.
- 2.4. Grantee shall undertake and complete all Grant and Award obligations and the Event shall be completed within the current Experience Kissimmee fiscal year.
- 2.5. Grantee will also comply with all requirements of the Tourism Enhancement Grants Manual as it may be at the time of performance.
- 2.6. Failure timely to comply with the requirements set out herein, at Experience Kissimmee's option, may result in forfeiture of the Grant funds and require prompt repayment to Experience Kissimmee. Likewise, any expenditure of Grant funds not in keeping with the requirements hereof will, at Experience Kissimmee's option, result in forfeiture of any or all funds and require prompt repayment to Experience Kissimmee.

**Section 3. Grant Amount.**

- 3.1. Experience Kissimmee shall remit to Grantee the amount of \$10,000.00 on the following schedule: Approximately 6/8/2025.
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

**Section 4. Reports, Survey and Documentation Requirements.**

- 4.1. Within forty-five days of Event completion, with time being of the essence, Grantee shall submit to Experience Kissimmee as generally described in the Tourism Enhancement Grants Manual:
  - 4.1.1. Actual Event/Project Budget Report;
  - 4.1.2. Marketing Report; and,
  - 4.1.3. Participant/Attendee Surveys.
  - 4.1.4. Failure timely to submit items 4.1.1-4.1.3, may, at Experience Kissimmee's option, result in forfeiture of the Grant funds and require prompt repayment to Experience Kissimmee.
- 4.2. Any unexpended grant funds shall be promptly remitted to Experience Kissimmee without any requirement of demand on the part of Experience Kissimmee.
- 4.3. With respect to the Actual Event/Project Budget Report:
  - 4.3.1. Such report shall include a signed attestation by an officer of the Grantee with sufficient knowledge of the subject matter, and authority to sign for and bind Grantee, representing that the report is accurate, and not misleading, in all material respects.
  - 4.3.2. With respect to the Marketing Report, in addition to the requirements of the Tourism Enhancement Grants Manual, Grantee shall include marketing activities performed in advance of the event, including sample advertisements, the outcome of the event and including the number of actual attendees

4.3.3. With respect to participant/Attendee Surveys, in addition to the requirements of the Tourism Enhancement Grants Manual, Grantee shall provide Participant/Attendee Survey data from at least ten (10%) percent of event attendees or 400, whichever is less, identifying the cities of origin, the number of individuals in each travel party and local accommodations. A sample of said Attendee Survey is attached hereto as **Exhibit C**. In addition, survey data on vendors and support participants, as applicable, should also be reported, noting the cities of origin, number of individuals in the travel party and the local accommodations. Such participant survey is in addition to the attendee survey data report.

4.3.4. Grantee shall promptly provide any other information, documentation, back-up, data and/or the like that Experience Kissimmee and/or Osceola County shall require.

**Section 5. Non-Permissible Costs/Expenditures.**

- 5.1. In addition to the impermissible expenditure of grant funds generally described in the Tourism Enhancement Grants Manual, Grantee may not expend grant funds for programs that have already been funded via other sources be they public or private.
- 5.2. Grant funds may not be used to pay wages, salaries, administrative expenses or other overhead.
- 5.3. Grantee shall submit related program expenditure information as Experience Kissimmee may request from time to time.

**Section 6. Compliance with Florida Law.**

- 6.1. The Grant funds remitted to Grantee hereunder are Tourist Development Tax funds the expenditure of which is restricted by, among other things, Florida law.
- 6.2. Grantee agrees that all Grant funds shall be expended in compliance with both the requirements otherwise set out herein, as well as Florida law including without limitation Section 125.0104, Florida Statutes. Such law requires, in pertinent part:

[I]f tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the *promotion* of the activity, service, venue or event to tourists.

- 6.3. Grantee acknowledges the foregoing requirement and represents and warrants that the activity, service, venue or event proposed in its Grant application complies with the requirements in such Section 125.0104, Fla. Stats. and all of its other provisions, as well as all other requirements of Florida law.
- 6.4. Grantee warrants and represents that it is generally familiar with the requirements of TDT fund expenditures contained in Section 125.0105, Fla. Stats.

**Section 7.     Audit Requirements.**

- 7.1. Grantee shall maintain books, records and accounts of all activities related to the contract, in compliance with United States Generally Accepted Accounting Principles (GAAP).
- 7.2. Throughout the term of this contract, books, records and accounts related to the performance of this contract shall be open to inspection and copying during regular business hours by an authorized representative of Experience Kissimmee and/or Osceola County.
- 7.3. Grantee shall maintain such books, records and account for a period of no less than five years and same shall be subject to inspection and audit for such period.
- 7.4. Experience Kissimmee, may, at its option publish any and/or all such books, records and accounts related hereto should it deem same to be reasonably prudent or, should a competent authority determine that same are "public records" pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes.
- 7.5. Experience Kissimmee and/or Osceola County may audit the books, records and accounts of Grantee with respect to the Grant and/or expenditure of Grant funds.
- 7.6. As a precondition of the receipt of Grant funds, Experience Kissimmee and/or Osceola County may at their option audit Grantee for the purposes of determining whether, in their sole and absolute discretion, Grantee is then presently able to fulfill its obligations hereunder.

**Section 8.     Termination/Notice.**

- 8.1. Experience Kissimmee shall have the right to terminate this contract in whole or in part, at any time, upon ten (10) days written notice to the Grantee. Effective thirty (30) days from the termination notice, the Grantee will be required to make fair and reasonable payment to Experience Kissimmee in the amount of the funds not used as previously authorized and/or approved by Experience Kissimmee. Notice shall be sent to the organization's chief officer at the address shown on the application.

**Section 9.     Communications.**

9.1. Grantee shall submit all reports and may direct questions to:

Melissa Vallejo  
Phone: 407-840-1105  
Email: [Grants@experiencekissimmee.com](mailto:Grants@experiencekissimmee.com)  
Experience Kissimmee  
215 Celebration Place  
Suite 200  
Kissimmee, Florida 34747

9.2. Experience Kissimmee may serve all notices and communicate with Grantee via the Grantee Contact Information listed on the first page hereof.

9.3. Experience Kissimmee and Grantee may amend their contact information by submitting such changes in writing to the other.

**Section 10.     Indemnity; Insurance.**

10.1. Grantee hereby agrees to defend, indemnify and hold harmless the Osceola Convention and Visitors Bureau d/b/a Experience Kissimmee, Osceola County, Florida, as well as their elected officials, officers, directors, employees and contractors, for any and all suits, claims, judgments and the like arising from or relating to Grantee's activities, including without limitation, the Event.

10.2. Grantee shall cause Experience Kissimmee and Osceola County to be named as additional insureds under a commercial general liability policy obtained by and issued to Grantee, in an amount not less than \$1,000,000 per occurrence. Likewise, such policy shall be primary to any policy issued to Experience Kissimmee and Osceola County, which policies shall be secondary.

**Section 11.     Miscellaneous Provisions.**

11.1. The laws of the State of Florida govern this agreement without application of Florida's conflicts of laws, rules and doctrines. Any suit arising from this agreement shall be filed exclusively in the Ninth Judicial Circuit Court in and for Kissimmee, Florida, or in the United States District Court for the Middle District of Florida, Orlando Division should such court have jurisdiction. The parties stipulate that venue and personal jurisdiction are proper in such courts and waive any argument of forum *non conveniens*.

**11.2. THE PARTIES WAIVE AND RELINQUISH ANY RIGHT TO A TRIAL BY JURY.**

In the event of litigation or legal process arising from or related to this agreement, Experience Kissimmee and Organization expressly submit and consent to a "bench" trial.

11.3. In the event of litigation arising from or related to this agreement, the prevailing party shall be entitled to recover from the other, attorneys' fees, paralegal fees and costs through all appeals.

11.4. If any portion of this agreement is declared invalid by any law, order, decree or judgment of a court having jurisdiction over the parties and/or the subject matter, this agreement will be construed as if such portion is deleted from this agreement.

11.5. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

11.6. This agreement may be executed in counterparts, each of which is deemed an original. Delivery of an executed counterpart of a signature page to this agreement by facsimile or electronic scan and email shall be as effective as delivery of the originally executed signature page.

11.7. The failure of Experience Kissimmee to insist upon the strict performance of any term of this agreement, or Experience Kissimmee's failure or refusal to exercise any option, right or remedy contained herein, will not be construed as a waiver or relinquishment for the future of such term, option, right or remedy. Rather, such term, option, right, or remedy will continue and remain in full force and effect. There will be no waiver by Experience Kissimmee unless explicitly set forth in writing and signed by Experience Kissimmee.

\*\*\*

**Section 12. Authorized Signatories**

**OSCEOLA CONVENTION & VISITORS BUREAU,  
INC (D/B/A EXPERIENCE KISSIMMEE)**

**GRANTEE**

**By:**

**Sign:**   
**Print:** DT Minich  
**Title:** President & CEO  
**Date:** 10/8/24

**By:**

**Sign:**   
**Print:** Maude Garrett  
**Title:** Events & Venues Assistant Manager  
**Date:** 10-3-24

**EXHIBIT “A”**

**Grantee’s Application**  
**[Attached]**

**RE: Webform submission from: Tourism Enhancement Grants Program Application > Post-Body Paragraphs**

Kayla Rogers <Kayla.Rogers@kissimmee.gov>

Mon 6/10/2024 9:44 AM

To: Grants <grants@experiencekissimmee.com>

Oh no! Thank you for catching that! I must have had a case of the Fridays 😊

Event is Fandom Kissimmee.

Thank you!

---

**From:** Grants <grants@experiencekissimmee.com>

**Sent:** Friday, June 7, 2024 12:05 PM

**To:** Kayla Rogers <Kayla.Rogers@kissimmee.gov>

**Subject:** FW: Webform submission from: Tourism Enhancement Grants Program Application > Post-Body Paragraphs

**EXTERNAL EMAIL:** This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Hi Kayla,

Can you please confirm the name of this event. Your name is in the location of the event name! 😊 We just need it on record so we can update it for you.

Thank you!!



**Grants Team**

TOURISM ENHANCEMENT GRANTS PROGRAM

O: 407-569-4827 | C: 407-840-1105

215 Celebration Place, Ste 200, Kissimmee, FL 34747

[experiencekissimmee.com](http://experiencekissimmee.com)



Experience Kissimmee recognizes the fundamental equality of all individuals and does not support the discriminatory or prejudicial treatment of any person, whether a resident or visitor to our destination.

As the official tourism authority for Osceola County, FL, our goal is to always provide a welcoming environment and a positive experience for everyone.

We embrace visitors from all backgrounds and cultures and do not discriminate against anyone based on race, color, creed, religion, sex, national origin, disability, sexual orientation, or gender identity.

---

**From:** [noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net](mailto:noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net)

<[noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net](mailto:noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net)> on behalf of EK Grant Application Submission <[noreply@experiencekissimmee.com](mailto:noreply@experiencekissimmee.com)>

**Date:** Friday, June 7, 2024 at 11:57 AM

**To:** Grants <[grants@experiencekissimmee.com](mailto:grants@experiencekissimmee.com)>

**Subject:** Webform submission from: Tourism Enhancement Grants Program Application > Post-Body Paragraphs

Submitted on Fri, 06/07/2024 - 11:28

Submitted by: Anonymous

Submitted values are:

## Page 1

Name

Kayla Rogers

## Page 2

Requesting Organization

City of Kissimmee

Event Name

Kayla Rogers

Funding Request

10,000

Event Start Date

Sat, 09/06/2025 - 00:00

Event End Date

Sat, 09/06/2025 - 00:00

Did you research your event date against other community event dates?

Yes

Location

Kissimmee Civic Center

Address

201 Dakin Avenue Kissimmee FL 34741

Event/Project Phone

407-973-6525

Website

[kissimmee.gov](http://kissimmee.gov)

Admission

free

Unit of Local Government in Osceola County

Yes

Not for Profit Corporation headquartered in Osceola County

No

990 Form

[COK W-9.pdf](#)

Address  
101 Church Street

City  
Kissimmee

Zip / Postal Code  
34741

Event Contact  
Kayla Rogers

Title  
Events and Manager

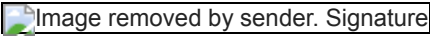
Phone  
407-973-6525

Email  
[kayla.rogers@kissimmee.gov](mailto:kayla.rogers@kissimmee.gov)

Organization's Chief Officer  
Steve Lackey

Phone  
407-518-2501

Email  
[steve.lackey@kissimmee.gov](mailto:steve.lackey@kissimmee.gov)

Authorized Signature  


Date  
Fri, 06/07/2024 - 00:00

Page 3

Marketing Budget (excluding Grants funding)  
7,000

Marketing Budget (including Grants funding)  
17,000

Number of Estimated Attendees  
2000

Previous Year's Attendance  
1000-1500

Estimated Number of Room Nights in Osceola County  
100

1. Please provide a detailed description of the event:  
Transport to a world where your favorite characters from comic books, TV, film, and games come alive at Fandom Kissimmee.  
  
Transport to a world where your favorite characters from comic books, TV, film, and games come alive at Fandom Kissimmee.  
  
Admission to Fandom Kissimmee is free so bring the whole family and come dressed as your favorite characters.
2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors  
Our goal for Fandom is to market to central Florida day trippers to come enjoy the event. We will focus heavier on marketing with similar events (Comic Con) that bring guests from around the whole state. We plan to support their e-news to registered guests. We would also like to use social media marketing, radio, and possibly targeted digital ads on streaming services.
3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:  
We will be targeting primarily people 18-45 and families. This event will support tourism in the area by showcasing local entertainment and attractions in our vendor hall as well as driving business to Downtown Kissimmee shops and restaurants.  
  
Our goal is to make an event that calls visitors to stay and play for at least two days (a day before or after our event and then our event day).
4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2024-2025, please explain the need for the increase.  
Yes, we received funding in 2024 of 5k. We are requesting an increase based off the event growth and want to have a commercial.

Page 4

Marketing Activity

| Market Activity |                      |                  |
|-----------------|----------------------|------------------|
| Activity        | Market Area/Audience | Projected Amount |
| Social Media    |                      | 2,000            |
| Radio           |                      | 5,000            |
| Streaming ads   |                      | 3,000            |
| Comercial       |                      | 5,000            |
| print           |                      | 2,000            |

Total Marketing Budget  
17,000

Page 5

Event/Project Name  
Fandom Kissimmee

Organization  
City of Kissimmee

# of Event Attendees  
1500

Room Nights

n/a

TDT Grant Funds

5,000 (2024)

TDT Grant Funds

5,000

TDT Grant Dollars Revenue (23-24)

5,000

TDT Grant Dollars Projected Revenue FY24-25

10,000

Admissions Revenue (23-24)

0

Admissions Projected Revenue FY24-25

0

Concessions Revenue (23-24)

0

Concessions Projected Revenue FY24-25

0

Sponsorship Revenue (23-24)

0

Sponsorship Projected Revenue FY24-25

0

Booth Space Revenue (23-24)

2,340

Booth Space Projected Revenue FY24-25

3,000

Advertising Revenue (23-24)

0

Advertising Projected Revenue FY24-25

0

Sale of Promotional Items Revenue (23-24)

0

Sale of Promotional Items Projected Revenue FY24-25

0

In-Kind Revenue (23-24)

0

In-Kind Projected Revenue FY24-25

0

Other Revenue (23-24)

15,000

Other Projected Revenue FY24-25

20,000

Total Revenue (23-24)

22,340

Total Projected Revenue FY24-25

33,000

Administrative Expenses (23-24)

5,000

Administrative Projected Expenses FY24-25

5000

Advertising/Promotions Expenses (23-24)

12,000

Advertising/Promotions Projected Expenses FY24-25

17,000

Printing Previous Years Expenses (23-24)

500

Printing Projected Expenses FY24-25

2000

Promotional Items Previous Years Expenses (23-24)

1500

Promotional Items Projected Expenses FY24-25

2000

Concessions Previous Years Expenses (23-24)

0

Concessions Projected Expenses FY24-25

0

Awards Previous Years Expenses (23-24)

0

Awards Projected Expenses FY24-25

500

Travel Previous Years Expenses (23-24)

0

Travel Projected Expenses FY24-25

0

Talent Previous Years Expenses (23-24)

4000

Talent Projected Expenses FY24-25

5000

In-Kind Previous Years Expenses (23-24)

0

In-Kind Projected Expenses FY24-25

0

Other Previous Years Expenses (23-24)

0

Other Projected Expenses FY24-25

1500

Total Previous Years Expenses (23-24)

23,000

Total Projected Expenses FY24-25

28,500

Net Profit/Loss Previous Years Expenses (23-24)

-600

Net Profit/Loss Projected Expenses FY24-25

0

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.

**EXHIBIT "B"**

### **Requirements, Stipulations and Conditions of Award**

Requirements, stipulations and conditions of the Award are listed in the Grants Manual

1. Introduction  
 2. Background  
 3. Methodology  
 4. Results  
 5. Conclusion  
 6. References  
 7. Appendix  
 8. Index  
 9. Table of Contents  
 10. Figure 1  
 11. Figure 2  
 12. Figure 3  
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 217. Figure 208

EXHIBIT "C"

Sample Attendee/Participant Survey

The following information will assist the Osceola Convention & Visitors Bureau (d/b/a Experience Kissimmee) promotion of special events to tourists. Please take a few minutes and complete this survey. Your name and information will not be used for any solicitations. Thank you for your assistance.



**Special Event Attendee Survey**

Please Print

**Today's Date:** \_\_\_\_\_ **Name (optional):** \_\_\_\_\_ ☐ Male ☐ Female

**City of Residence:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Number of Travelers in your party:** \_\_\_\_\_

**Will you be staying overnight in the Osceola County area during this trip?** ☐ Yes ☐ No

**If yes, how many nights will you stay?** ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10+

**What type of lodging will you stay in? (Check one)** ☐ Hotel ☐ Motel ☐ Vacation Rental

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other \_\_\_\_\_

**Event Information**

**What event are you attending?** \_\_\_\_\_

**How did you learn about this event? (Check all that apply)** ☐ Family/Friends ☐ Internet ☐ Newspaper  
☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other \_\_\_\_\_

**Do you plan to attend this event next year?** \_\_\_\_\_



|                                                        |                             |                                                                              |
|--------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------|
| <b>Grantee<br/>Contact<br/>Information<br/>FY24-25</b> | Grantee's name:             | <u>City of Kissimmee</u> ("Grantee")                                         |
|                                                        | Grantee's contact name:     | Maude Garrett                                                                |
|                                                        | Grantee's email address:    | <a href="mailto:maude.garrett@kissimmee.gov">maude.garrett@kissimmee.gov</a> |
|                                                        | Grantee's address is:       | 101 Church Street Kissimmee, FL 34741                                        |
|                                                        | Grantee's telephone number: | 407-973-6525                                                                 |
|                                                        | Grantee's event name:       | Juneteenth                                                                   |

### **TOURISM ENHANCEMENT GRANTS CONTRACT**

**THIS CONTRACT** is made and entered into between the Osceola Convention and Visitors Bureau, Inc., (d/b/a Experience Kissimmee), hereinafter referred to as "Experience Kissimmee" and City of Kissimmee hereinafter referred to as the "Grantee".

#### **RECITALS**

**WHEREAS**, Grantee has applied for a Tourism Enhancement Grant;

**WHEREAS**, the Osceola County Tourist Development Council ("TDC") is responsible for reviewing, evaluating and awarding such grants to organizations that will stage events and carry out operations that will serve to promote tourism into Osceola County;

**WHEREAS**, the TDC did award such a grant to Grantee and which grant is the subject hereof;

**WHEREAS**, Osceola County, Florida, has contracted with Experience Kissimmee to administer such grants;

**WHEREAS**, Grantee agrees to comply with certain obligations in exchange for the receipt of such grant;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

**Section 1.     Recitals.**

- 1.1. The recitals set forth above are incorporated herein as a material part hereof.

**Section 2.     Grantee's Obligations.**

- 2.1. Grantee has submitted that certain grant application to the TDC and which application is attached hereto as **Exhibit A** ("Application"). Grantee agrees to abide by the statements and representations in the Application which Grantee hereby warrants and represents are true and correct.
- 2.1.1. Experience Kissimmee may in its sole and absolute discretion agree to vary such obligations, should same be requested in writing by Grantee.
- 2.2. The TDC has awarded a grant to Grantee, and, should such grant be made with requirements, stipulations or similar conditions, then Grantee agrees to abide by same as a precondition to receipt of such grant. Such requirements, stipulations and conditions, if any exist, are attached hereto as **Exhibit B** ("Award").
- 2.3. Grantee agrees that it shall undertake the activities (the "Event") described in the Application as modified, if at all, by the Award, without material variation. Such obligation includes, without limitation, compliance with the grant application's Special Event Marketing Plan and Projected Budget.
- 2.4. Grantee shall undertake and complete all Grant and Award obligations and the Event shall be completed within the current Experience Kissimmee fiscal year.
- 2.5. Grantee will also comply with all requirements of the Tourism Enhancement Grants Manual as it may be at the time of performance.
- 2.6. Failure timely to comply with the requirements set out herein, at Experience Kissimmee's option, may result in forfeiture of the Grant funds and require prompt repayment to Experience Kissimmee. Likewise, any expenditure of Grant funds not in keeping with the requirements hereof will, at Experience Kissimmee's option, result in forfeiture of any or all funds and require prompt repayment to Experience Kissimmee.

**Section 3. Grant Amount.**

- 3.1. Experience Kissimmee shall remit to Grantee the amount of **\$15,000.00** on the following schedule: **Approximately 3/16/2025.**
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

**Section 4. Reports, Survey and Documentation Requirements.**

- 4.1. Within forty-five days of Event completion, with time being of the essence, Grantee shall submit to Experience Kissimmee as generally described in the Tourism Enhancement Grants Manual:
  - 4.1.1. Actual Event/Project Budget Report;
  - 4.1.2. Marketing Report; and,
  - 4.1.3. Participant/Attendee Surveys.
  - 4.1.4. Failure timely to submit items 4.1.1-4.1.3, may, at Experience Kissimmee's option, result in forfeiture of the Grant funds and require prompt repayment to Experience Kissimmee.
- 4.2. Any unexpended grant funds shall be promptly remitted to Experience Kissimmee without any requirement of demand on the part of Experience Kissimmee.
- 4.3. With respect to the Actual Event/Project Budget Report:
  - 4.3.1. Such report shall include a signed attestation by an officer of the Grantee with sufficient knowledge of the subject matter, and authority to sign for and bind Grantee, representing that the report is accurate, and not misleading, in all material respects.
  - 4.3.2. With respect to the Marketing Report, in addition to the requirements of the Tourism Enhancement Grants Manual, Grantee shall include marketing activities performed in advance of the event, including sample advertisements, the outcome of the event and including the number of actual attendees

4.3.3. With respect to participant/Attendee Surveys, in addition to the requirements of the Tourism Enhancement Grants Manual, Grantee shall provide Participant/Attendee Survey data from at least ten (10%) percent of event attendees or 400, whichever is less, identifying the cities of origin, the number of individuals in each travel party and local accommodations. A sample of said Attendee Survey is attached hereto as **Exhibit C**. In addition, survey data on vendors and support participants, as applicable, should also be reported, noting the cities of origin, number of individuals in the travel party and the local accommodations. Such participant survey is in addition to the attendee survey data report.

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- 5.1. In addition to the impermissible expenditure of grant funds generally described in the Tourism Enhancement Grants Manual, Grantee may not expend grant funds for programs that have already been funded via other sources be they public or private.
- 5.2. Grant funds may not be used to pay wages, salaries, administrative expenses or other overhead.
- 5.3. Grantee shall submit related program expenditure information as Experience Kissimmee may request from time to time.

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- 6.1. The Grant funds remitted to Grantee hereunder are Tourist Development Tax funds the expenditure of which is restricted by, among other things, Florida law.
- 6.2. Grantee agrees that all Grant funds shall be expended in compliance with both the requirements otherwise set out herein, as well as Florida law including without limitation Section 125.0104, Florida Statutes. Such law requires, in pertinent part:

[I]f tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the *promotion* of the activity, service, venue or event to tourists.

- 6.3. Grantee acknowledges the foregoing requirement and represents and warrants that the activity, service, venue or event proposed in its Grant application complies with the requirements in such Section 125.0104, Fla. Stats. and all of its other provisions, as well as all other requirements of Florida law.
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- 7.1. Grantee shall maintain books, records and accounts of all activities related to the contract, in compliance with United States Generally Accepted Accounting Principles (GAAP).
- 7.2. Throughout the term of this contract, books, records and accounts related to the performance of this contract shall be open to inspection and copying during regular business hours by an authorized representative of Experience Kissimmee and/or Osceola County.
- 7.3. Grantee shall maintain such books, records and account for a period of no less than five years and same shall be subject to inspection and audit for such period.
- 7.4. Experience Kissimmee, may, at its option publish any and/or all such books, records and accounts related hereto should it deem same to be reasonably prudent or, should a competent authority determine that same are “public records” pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes.
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- 8.1. Experience Kissimmee shall have the right to terminate this contract in whole or in part, at any time, upon ten (10) days written notice to the Grantee. Effective thirty (30) days from the termination notice, the Grantee will be required to make fair and reasonable payment to Experience Kissimmee in the amount of the funds not used as previously authorized and/or approved by Experience Kissimmee. Notice shall be sent to the organization’s chief officer at the address shown on the application.

## **Section 9.     Communications.**

9.1. Grantee shall submit all reports and may direct questions to:

Melissa Vallejo  
Phone: 407-840-1105  
Email: [Grants@experiencekissimmee.com](mailto:Grants@experiencekissimmee.com)  
Experience Kissimmee  
215 Celebration Place  
Suite 200  
Kissimmee, Florida 34747

9.2. Experience Kissimmee may serve all notices and communicate with Grantee via the Grantee Contact Information listed on the first page hereof.

9.3. Experience Kissimmee and Grantee may amend their contact information by submitting such changes in writing to the other.

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10.1. Grantee hereby agrees to defend, indemnify and hold harmless the Osceola Convention and Visitors Bureau d/b/a Experience Kissimmee, Osceola County, Florida, as well as their elected officials, officers, directors, employees and contractors, for any and all suits, claims, judgments and the like arising from or relating to Grantee's activities, including without limitation, the Event.

10.2. Grantee shall cause Experience Kissimmee and Osceola County to be named as additional insureds under a commercial general liability policy obtained by and issued to Grantee, in an amount not less than \$1,000,000 per occurrence. Likewise, such policy shall be primary to any policy issued to Experience Kissimmee and Osceola County, which policies shall be secondary.

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In the event of litigation or legal process arising from or related to this agreement, Experience Kissimmee and Organization expressly submit and consent to a "bench" trial.

11.3. In the event of litigation arising from or related to this agreement, the prevailing party shall be entitled to recover from the other, attorneys' fees, paralegal fees and costs through all appeals.

11.4. If any portion of this agreement is declared invalid by any law, order, decree or judgment of a court having jurisdiction over the parties and/or the subject matter, this agreement will be construed as if such portion is deleted from this agreement.

11.5. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

11.6. This agreement may be executed in counterparts, each of which is deemed an original. Delivery of an executed counterpart of a signature page to this agreement by facsimile or electronic scan and email shall be as effective as delivery of the originally executed signature page.

11.7. The failure of Experience Kissimmee to insist upon the strict performance of any term of this agreement, or Experience Kissimmee's failure or refusal to exercise any option, right or remedy contained herein, will not be construed as a waiver or relinquishment for the future of such term, option, right or remedy. Rather, such term, option, right, or remedy will continue and remain in full force and effect. There will be no waiver by Experience Kissimmee unless explicitly set forth in writing and signed by Experience Kissimmee.

\*\*\*

**Section 12. Authorized Signatories**

**OSCEOLA CONVENTION & VISITORS BUREAU,  
INC (D/B/A EXPERIENCE KISSIMMEE)**

**GRANTEE**

**By:**

**Sign:**



**Print:** DT Minich

**Title:** President & CEO

**Date:** 10/8/2024

**By:**

**Sign:**



**Print:** Haude Garrett

**Title:** Events & Venues Assistant Manager

**Date:** 10-3-24

**EXHIBIT “A”**

**Grantee’s Application**  
[Attached]

**Webform submission from: Tourism Enhancement Grants Program Application > Post-Body Paragraphs**

noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net  
<noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net>  
on behalf of  
EK Grant Application Submission <noreply@experiencekissimmee.com>

Thu 6/13/2024 2:51 PM

To:Grants <grants@experiencekissimmee.com>

Submitted on Thu, 06/13/2024 - 14:13

Submitted by: Anonymous

Submitted values are:

**Page 1**

Name  
Kayla Rogers

**Page 2**

Requesting Organization  
The City of Kissimmee

Event Name  
Juneteenth Kissimmee

Funding Request  
15,000

Event Start Date  
Sat, 06/14/2025 - 00:00

Event End Date  
Sat, 06/14/2025 - 00:00

Did you research your event date against other community event dates?  
Yes

Location  
Kissimmee Civic Center

Address  
201 E Dakin Avenue Kissimmee FL 34741

Event/Project Phone  
407-973-6525

Website  
kissimmee.gov/juneteenth

Admission  
free

Unit of Local Government in Osceola County  
Yes

Not for Profit Corporation headquartered in Osceola County  
No

990 Form

[COK tax exempt.pdf](#)

Address  
101 Church Street

City  
Kissimmee

Zip / Postal Code  
34741

Event Contact  
Kayla Rogers

Title  
Events and Venues Manager

Phone  
4079736525

Email  
[kayla.rogers@kissimmee.gov](mailto:kayla.rogers@kissimmee.gov)

Organization's Chief Officer  
Steve Lackey

Phone  
4075182342

Email  
[steve.lackey@kissimmee.gov](mailto:steve.lackey@kissimmee.gov)

Authorized Signature  


Date  
Thu, 06/13/2024 - 00:00

## Page 3

Marketing Budget (excluding Grants funding)  
10,000

Marketing Budget (including Grants funding)  
25,000

Number of Estimated Attendees  
1500

Previous Year's Attendance  
1500

Estimated Number of Room Nights in Osceola County  
50

1. Please provide a detailed description of the event:  
The Kissimmee Juneteenth Festival is a celebration of community and culture that is perfect for the entire family. Juneteenth is the annual commemoration of the end to slavery in the United States and a community celebration of African American culture, including live music, delicious food, KUA Kids Power Zone and craft vendors.

2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors  
We would like our Juneteenth event to become the largest Juneteenth celebration in Central Florida. Our goal is to provide this event for all neighboring communities in Lake County, Orange County, Citrus County, and Seminole County to come out and celebrate freedom. TDT funding will be used to target these communities through billboards and streaming advertisements.

We plan to partner with Star 95.5 the only local R&B station to help spread our messaging

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:  
We will be targeting families to come out to celebrate with us as well as learn about the history of Juneteenth.

Our event will support local shops, restaurants, and other businesses in and around downtown Kissimmee.

4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2024-2025, please explain the need for the increase.  
Yes, in 2024 we received 15,000.

## Page 4

### Marketing Activity

| Market Activity     |                                                         |                  |
|---------------------|---------------------------------------------------------|------------------|
| Activity            | Market Area/Audience                                    | Projected Amount |
| Social Media        | Lake, Orange, and Seminole Counties/Millennial families | 2,500            |
| Commercials         | Central florida/Boomers                                 | 5,000            |
| Billboard           | Central Florida/Currently visiting tourists             | 5,000            |
| Radio               | Central Florida/Black Communities                       | 10,000           |
| Print Advertisement | Families in Central Florida/ Boomers and Tourists       | 2,500            |

Total Marketing Budget  
25,000

## Page 5

Event/Project Name  
Juneteenth Kissimmee

Organization  
The City of Kissimmee

# of Event Attendees  
1500 (2022; 2023 was canceled due to weather)

Room Nights  
N/A

TDT Grant Funds  
15,000

TDT Grant Funds  
15,000

TDT Grant Dollars Revenue (23-24)  
15000

TDT Grant Dollars Projected Revenue FY24-25  
15,000

Admissions Revenue (23-24)  
0

Admissions Projected Revenue FY24-25  
0

Concessions Revenue (23-24)  
0

Concessions Projected Revenue FY24-25  
0

Sponsorship Revenue (23-24)  
1,000

Sponsorship Projected Revenue FY24-25  
2,500

Booth Space Revenue (23-24)  
2950

Booth Space Projected Revenue FY24-25  
3,500

Advertising Revenue (23-24)  
0

Advertising Projected Revenue FY24-25  
0

Sale of Promotional Items Revenue (23-24)  
0

Sale of Promotional Items Projected Revenue FY24-25  
0

In-Kind Revenue (23-24)  
0

In-Kind Projected Revenue FY24-25  
0

Other Revenue (23-24)  
15,000

Other Projected Revenue FY24-25  
20,000

Total Revenue (23-24)  
33,950

Total Projected Revenue FY24-25  
41,000

Administrative Expenses (23-24)  
5,000

Administrative Projected Expenses FY24-25  
6,000

Advertising/Promotions Expenses (23-24)  
24,074

Advertising/Promotions Projected Expenses FY24-25  
25,000

Printing Previous Years Expenses (23-24)  
500

Printing Projected Expenses FY24-25  
1,500

Promotional Items Previous Years Expenses (23-24)  
0

Promotional Items Projected Expenses FY24-25  
0

Concessions Previous Years Expenses (23-24)  
0

Concessions Projected Expenses FY24-25  
0

Awards Previous Years Expenses (23-24)  
0

Awards Projected Expenses FY24-25  
0

Travel Previous Years Expenses (23-24)  
0

Travel Projected Expenses FY24-25  
0

Talent Previous Years Expenses (23-24)  
12500

Talent Projected Expenses FY24-25  
15000

In-Kind Previous Years Expenses (23-24)  
0

In-Kind Projected Expenses FY24-25  
0

Other Previous Years Expenses (23-24)  
13,000

Other Projected Expenses FY24-25  
5,000

Total Previous Years Expenses (23-24)  
55074

Total Projected Expenses FY24-25  
52500

Net Profit/Loss Previous Years Expenses (23-24)  
-22074

Net Profit/Loss Projected Expenses FY24-25  
-11500



|                                                        |                             |                                                                              |
|--------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------|
| <b>Grantee<br/>Contact<br/>Information<br/>FY24-25</b> | Grantee's name:             | <u>City of Kissimmee</u> ("Grantee")                                         |
|                                                        | Grantee's contact name:     | Maude Garrett                                                                |
|                                                        | Grantee's email address:    | <a href="mailto:maude.garrett@kissimmee.gov">maude.garrett@kissimmee.gov</a> |
|                                                        | Grantee's address is:       | 101 Church Street Kissimmee, FL 34741                                        |
|                                                        | Grantee's telephone number: | 407-973-6525                                                                 |
|                                                        | Grantee's event name:       | Kowtown                                                                      |

## **TOURISM ENHANCEMENT GRANTS CONTRACT**

**THIS CONTRACT** is made and entered into between the Osceola Convention and Visitors Bureau, Inc., (d/b/a Experience Kissimmee), hereinafter referred to as "Experience Kissimmee" and City of Kissimmee hereinafter referred to as the "Grantee".

### **RECITALS**

**WHEREAS**, Grantee has applied for a Tourism Enhancement Grant;

**WHEREAS**, the Osceola County Tourist Development Council ("TDC") is responsible for reviewing, evaluating and awarding such grants to organizations that will stage events and carry out operations that will serve to promote tourism into Osceola County;

**WHEREAS**, the TDC did award such a grant to Grantee and which grant is the subject hereof;

**WHEREAS**, Osceola County, Florida, has contracted with Experience Kissimmee to administer such grants;

**WHEREAS**, Grantee agrees to comply with certain obligations in exchange for the receipt of such grant;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

**Section 1.     Recitals.**

- 1.1. The recitals set forth above are incorporated herein as a material part hereof.

**Section 2.     Grantee's Obligations.**

- 2.1. Grantee has submitted that certain grant application to the TDC and which application is attached hereto as **Exhibit A** ("Application"). Grantee agrees to abide by the statements and representations in the Application which Grantee hereby warrants and represents are true and correct.
  - 2.1.1. Experience Kissimmee may in its sole and absolute discretion agree to vary such obligations, should same be requested in writing by Grantee.
- 2.2. The TDC has awarded a grant to Grantee, and, should such grant be made with requirements, stipulations or similar conditions, then Grantee agrees to abide by same as a precondition to receipt of such grant. Such requirements, stipulations and conditions, if any exist, are attached hereto as **Exhibit B** ("Award").
- 2.3. Grantee agrees that it shall undertake the activities (the "Event") described in the Application as modified, if at all, by the Award, without material variation. Such obligation includes, without limitation, compliance with the grant application's Special Event Marketing Plan and Projected Budget.
- 2.4. Grantee shall undertake and complete all Grant and Award obligations and the Event shall be completed within the current Experience Kissimmee fiscal year.
- 2.5. Grantee will also comply with all requirements of the Tourism Enhancement Grants Manual as it may be at the time of performance.
- 2.6. Failure timely to comply with the requirements set out herein, at Experience Kissimmee's option, may result in forfeiture of the Grant funds and require prompt repayment to Experience Kissimmee. Likewise, any expenditure of Grant funds not in keeping with the requirements hereof will, at Experience Kissimmee's option, result in forfeiture of any or all funds and require prompt repayment to Experience Kissimmee.

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Suite 200  
Kissimmee, Florida 34747

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\*\*\*

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**OSCEOLA CONVENTION & VISITORS BUREAU,  
INC (D/B/A EXPERIENCE KISSIMMEE)**

**GRANTEE**

**By:**

**Sign:**



**Print:** DT Minich

**Title:** President & CEO

**Date:** 10/8/24

**By:**

**Sign:**



**Print:** Haude Garrett

**Title:** Events & Venues Assistant Manager

**Date:** 10-3-24

**EXHIBIT “A”**

**Grantee’s Application**  
**[Attached]**

Webform submission from: Tourism Enhancement Grants Program Application > Post-Body Paragraphs

noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net  
<noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net>  
on behalf of  
EK Grant Application Submission <noreply@experiencekissimmee.com>  
Tue 5/28/2024 3:03 PM  
To:Grants <grants@experiencekissimmee.com>

Submitted on Tue, 05/28/2024 - 14:38

Submitted by: Anonymous

Submitted values are:

Page 1

Name  
Kayla Rogers

Page 2

Requesting Organization  
The City of Kissimmee

Event Name  
Kowtown

Funding Request  
15,000

Event Start Date  
Sat, 03/22/2025 - 00:00

Event End Date  
Sat, 03/22/2025 - 00:00

Did you research your event date against other community event dates?  
Yes

Location  
Kissimmee Lakefront Park

Address  
69 Lakeview Drive Kissimmee FL 34741

Event/Project Phone  
407-973-6525

Website  
kissimmee.gov/kowtown

Admission  
free

Unit of Local Government in Osceola County  
Yes

Not for Profit Corporation headquartered in Osceola County  
No

990 Form

[COK W-9.pdf](#)

Address  
101 Church Street

City  
Kissimmee

Zip / Postal Code  
34741

Event Contact  
Kayla Rogers

Title  
Events and Venues Manager

Phone  
407-973-6525

Email  
[kayla.rogers@kissimmee.gov](mailto:kayla.rogers@kissimmee.gov)

Organization's Chief Officer  
Steve Lackey

Phone  
4075182342

Email  
[steve.lackey@kissimmee.gov](mailto:steve.lackey@kissimmee.gov)

Authorized Signature  


Date  
Tue, 05/28/2024 - 00:00

## Page 3

Marketing Budget (excluding Grants funding)  
15,000

Marketing Budget (including Grants funding)  
30,000

Number of Estimated Attendees  
3500

Previous Year's Attendance  
2500

Estimated Number of Room Nights in Osceola County  
30

1. Please provide a detailed description of the event:  
The City of Kissimmee is turning 142 years old we want to celebrate with you, our community! Kowtown Festival is our annual birthday party filled with live music from your favorite local artists, vendors, and food trucks. Bring your whole family out to enjoy the KUA Kid's Power Zone, birthday cake, and more.

2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors  
We plan to add a commercial to the marketing plan. We will continue our strong partnership with K92FM and increase our radio advertisements.

We will also utilize a digital billboard on I4.

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:  
We will be targeting families around Central Florida and surrounding areas including Tampa, Maitland, and Miami.

We anticipate based off past attendance that we will have a large percentage of day trippers in attendance.

Our goal for marketing in 2024 is to increase the attendance as a whole with guests staying at least one night. We will

be working on a 60 day plan to promote the event. Our hope is that we will start attracting interest to our Facebook

page early on to gauge where interest is based off of Facebook analytics. We will also be using last years survey

results to heavily target the Jacksonville area as our results showed we had interest from that area.

This event will support Osceola County by driving business into downtown Kissimmee, local restaurants, and shops

4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2024-2025, please explain the need for the increase.

We are not requesting an increase in funding.

## Page 4

### Marketing Activity

Market Activity

| Activity                                            | Market Area/Audience                                              | Projected Amount |
|-----------------------------------------------------|-------------------------------------------------------------------|------------------|
| Social Media                                        | Orlando, Tampa, St. Cloud, Kissimmee, Davenport, Miami            | 2,500            |
| Radio                                               | Central Florida; Families                                         | 7,500            |
| TV Streaming                                        | Central and North Florida                                         | 7,500            |
| Newspaper (El Osceola Star) and Print Advertisments | Central Florida, Snowbirds and Hispanic Families, and vacationers | 2,500            |
| Billboard                                           | Tourists Currently Visiting the area                              | 5,000            |
| Audacy Streaming                                    | Central Florida 100 mile radious                                  | 5,000            |

Total Marketing Budget  
30,000

Page 5

Event/Project Name  
Kowtown Kissimmee

Organization  
The City of Kissimmee

# of Event Attendees  
3,000

Room Nights  
30

TDT Grant Funds  
15000

TDT Grant Funds  
15,000

TDT Grant Dollars Revenue (23-24)  
15,000

TDT Grant Dollars Projected Revenue FY24-25  
15,000

Admissions Revenue (23-24)  
0

Admissions Projected Revenue FY24-25  
0

Concessions Revenue (23-24)  
0

Concessions Projected Revenue FY24-25  
0

Sponsorship Revenue (23-24)  
1,000

Sponsorship Projected Revenue FY24-25  
1,000

Booth Space Revenue (23-24)  
3,565

Booth Space Projected Revenue FY24-25  
4,000

Advertising Revenue (23-24)  
0

Advertising Projected Revenue FY24-25  
0

Sale of Promotional Items Revenue (23-24)  
0

Sale of Promotional Items Projected Revenue FY24-25  
0

In-Kind Revenue (23-24)  
10,000

In-Kind Projected Revenue FY24-25  
0

Other Revenue (23-24)

0

Other Projected Revenue FY24-25

15,000

Total Revenue (23-24)

29,565

Total Projected Revenue FY24-25

35,000

Administrative Expenses (23-24)

0

Administrative Projected Expenses FY24-25

5000

Advertising/Promotions Expenses (23-24)

20,200

Advertising/Promotions Projected Expenses FY24-25

30,000

Printing Previous Years Expenses (23-24)

229

Printing Projected Expenses FY24-25

0

Promotional Items Previous Years Expenses (23-24)

0

Promotional Items Projected Expenses FY24-25

1500

Concessions Previous Years Expenses (23-24)

0

Concessions Projected Expenses FY24-25

0

Awards Previous Years Expenses (23-24)

0

Awards Projected Expenses FY24-25

0

Travel Previous Years Expenses (23-24)

0

Travel Projected Expenses FY24-25

0

Talent Previous Years Expenses (23-24)

21,500

Talent Projected Expenses FY24-25

20,000

In-Kind Previous Years Expenses (23-24)

0

In-Kind Projected Expenses FY24-25

0

Other Previous Years Expenses (23-24)

15,961

Other Projected Expenses FY24-25

10000

Total Previous Years Expenses (23-24)

57,890

Total Projected Expenses FY24-25

66,500

Net Profit/Loss Previous Years Expenses (23-24)

-28,325

Net Profit/Loss Projected Expenses FY24-25  
-31500

### EXHIBIT "B"

### **Requirements, Stipulations and Conditions of Award**

**Requirements, stipulations and conditions of the Award are listed in the Grants Manual**

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## EXHIBIT "C"

### Sample Attendee/Participant Survey

The following information will assist the Osceola Convention & Visitors Bureau (d/b/a Experience Kissimmee) promotion of special events to tourists. Please take a few minutes and complete this survey. Your name and information will not be used for any solicitations. Thank you for your assistance.



### Special Event Attendee Survey

Please Print

Today's Date: \_\_\_\_\_ Name (optional): \_\_\_\_\_ ☐ Male ☐ Female

City of Residence: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Number of Travelers in your party: \_\_\_\_\_

Will you be staying overnight in the Osceola County area during this trip? ☐ Yes ☐ No

If yes, how many nights will you stay? ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10+

What type of lodging will you stay in? (Check one) ☐ Hotel ☐ Motel ☐ Vacation Rental

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other \_\_\_\_\_

### Event Information

What event are you attending? \_\_\_\_\_

How did you learn about this event? (Check all that apply) ☐ Family/Friends ☐ Internet ☐ Newspaper

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other \_\_\_\_\_

Do you plan to attend this event next year? \_\_\_\_\_



|                                                        |                             |                                                                              |
|--------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------|
| <b>Grantee<br/>Contact<br/>Information<br/>FY24-25</b> | Grantee's name:             | <u>City of Kissimmee</u> ("Grantee")                                         |
|                                                        | Grantee's contact name:     | Maude Garrett                                                                |
|                                                        | Grantee's email address:    | <a href="mailto:maude.garrett@kissimmee.gov">maude.garrett@kissimmee.gov</a> |
|                                                        | Grantee's address is:       | 101 Church Street Kissimmee, FL 34741                                        |
|                                                        | Grantee's telephone number: | 407-973-6525                                                                 |
|                                                        | Grantee's event name:       | PrideFest Kissimmee                                                          |

## **TOURISM ENHANCEMENT GRANTS CONTRACT**

**THIS CONTRACT** is made and entered into between the Osceola Convention and Visitors Bureau, Inc., (d/b/a Experience Kissimmee), hereinafter referred to as "Experience Kissimmee" and City of Kissimmee hereinafter referred to as the "Grantee".

### **RECITALS**

**WHEREAS**, Grantee has applied for a Tourism Enhancement Grant;

**WHEREAS**, the Osceola County Tourist Development Council ("TDC") is responsible for reviewing, evaluating and awarding such grants to organizations that will stage events and carry out operations that will serve to promote tourism into Osceola County;

**WHEREAS**, the TDC did award such a grant to Grantee and which grant is the subject hereof;

**WHEREAS**, Osceola County, Florida, has contracted with Experience Kissimmee to administer such grants;

**WHEREAS**, Grantee agrees to comply with certain obligations in exchange for the receipt of such grant;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

**Section 1.     Recitals.**

- 1.1. The recitals set forth above are incorporated herein as a material part hereof.

**Section 2.     Grantee's Obligations.**

- 2.1. Grantee has submitted that certain grant application to the TDC and which application is attached hereto as **Exhibit A** ("Application"). Grantee agrees to abide by the statements and representations in the Application which Grantee hereby warrants and represents are true and correct.
  - 2.1.1. Experience Kissimmee may in its sole and absolute discretion agree to vary such obligations, should same be requested in writing by Grantee.
- 2.2. The TDC has awarded a grant to Grantee, and, should such grant be made with requirements, stipulations or similar conditions, then Grantee agrees to abide by same as a precondition to receipt of such grant. Such requirements, stipulations and conditions, if any exist, are attached hereto as **Exhibit B** ("Award").
- 2.3. Grantee agrees that it shall undertake the activities (the "Event") described in the Application as modified, if at all, by the Award, without material variation. Such obligation includes, without limitation, compliance with the grant application's Special Event Marketing Plan and Projected Budget.
- 2.4. Grantee shall undertake and complete all Grant and Award obligations and the Event shall be completed within the current Experience Kissimmee fiscal year.
- 2.5. Grantee will also comply with all requirements of the Tourism Enhancement Grants Manual as it may be at the time of performance.
- 2.6. Failure timely to comply with the requirements set out herein, at Experience Kissimmee's option, may result in forfeiture of the Grant funds and require prompt repayment to Experience Kissimmee. Likewise, any expenditure of Grant funds not in keeping with the requirements hereof will, at Experience Kissimmee's option, result in forfeiture of any or all funds and require prompt repayment to Experience Kissimmee.

### **Section 3. Grant Amount.**

- 3.1. Experience Kissimmee shall remit to Grantee the amount of \$15,000.00 on the following schedule: Approximately 3/2/2025.
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

### **Section 4. Reports, Survey and Documentation Requirements.**

- 4.1. Within forty-five days of Event completion, with time being of the essence, Grantee shall submit to Experience Kissimmee as generally described in the Tourism Enhancement Grants Manual:
  - 4.1.1. Actual Event/Project Budget Report;
  - 4.1.2. Marketing Report; and,
  - 4.1.3. Participant/Attendee Surveys.
  - 4.1.4. Failure timely to submit items 4.1.1-4.1.3, may, at Experience Kissimmee's option, result in forfeiture of the Grant funds and require prompt repayment to Experience Kissimmee.
- 4.2. Any unexpended grant funds shall be promptly remitted to Experience Kissimmee without any requirement of demand on the part of Experience Kissimmee.
- 4.3. With respect to the Actual Event/Project Budget Report:
  - 4.3.1. Such report shall include a signed attestation by an officer of the Grantee with sufficient knowledge of the subject matter, and authority to sign for and bind Grantee, representing that the report is accurate, and not misleading, in all material respects.
  - 4.3.2. With respect to the Marketing Report, in addition to the requirements of the Tourism Enhancement Grants Manual, Grantee shall include marketing activities performed in advance of the event, including sample advertisements, the outcome of the event and including the number of actual attendees

4.3.3. With respect to participant/Attendee Surveys, in addition to the requirements of the Tourism Enhancement Grants Manual, Grantee shall provide Participant/Attendee Survey data from at least ten (10%) percent of event attendees or 400, whichever is less, identifying the cities of origin, the number of individuals in each travel party and local accommodations. A sample of said Attendee Survey is attached hereto as **Exhibit C**. In addition, survey data on vendors and support participants, as applicable, should also be reported, noting the cities of origin, number of individuals in the travel party and the local accommodations. Such participant survey is in addition to the attendee survey data report.

4.3.4. Grantee shall promptly provide any other information, documentation, back-up, data and/or the like that Experience Kissimmee and/or Osceola County shall require.

**Section 5. Non-Permissible Costs/Expenditures.**

- 5.1. In addition to the impermissible expenditure of grant funds generally described in the Tourism Enhancement Grants Manual, Grantee may not expend grant funds for programs that have already been funded via other sources be they public or private.
- 5.2. Grant funds may not be used to pay wages, salaries, administrative expenses or other overhead.
- 5.3. Grantee shall submit related program expenditure information as Experience Kissimmee may request from time to time.

**Section 6. Compliance with Florida Law.**

- 6.1. The Grant funds remitted to Grantee hereunder are Tourist Development Tax funds the expenditure of which is restricted by, among other things, Florida law.
- 6.2. Grantee agrees that all Grant funds shall be expended in compliance with both the requirements otherwise set out herein, as well as Florida law including without limitation Section 125.0104, Florida Statutes. Such law requires, in pertinent part:

[I]f tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the *promotion* of the activity, service, venue or event to tourists.

- 6.3. Grantee acknowledges the foregoing requirement and represents and warrants that the activity, service, venue or event proposed in its Grant application complies with the requirements in such Section 125.0104, Fla. Stats. and all of its other provisions, as well as all other requirements of Florida law.
- 6.4. Grantee warrants and represents that it is generally familiar with the requirements of TDT fund expenditures contained in Section 125.0105, Fla. Stats.

#### **Section 7.     Audit Requirements.**

- 7.1. Grantee shall maintain books, records and accounts of all activities related to the contract, in compliance with United States Generally Accepted Accounting Principles (GAAP).
- 7.2. Throughout the term of this contract, books, records and accounts related to the performance of this contract shall be open to inspection and copying during regular business hours by an authorized representative of Experience Kissimmee and/or Osceola County.
- 7.3. Grantee shall maintain such books, records and account for a period of no less than five years and same shall be subject to inspection and audit for such period.
- 7.4. Experience Kissimmee, may, at its option publish any and/or all such books, records and accounts related hereto should it deem same to be reasonably prudent or, should a competent authority determine that same are "public records" pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes.
- 7.5. Experience Kissimmee and/or Osceola County may audit the books, records and accounts of Grantee with respect to the Grant and/or expenditure of Grant funds.
- 7.6. As a precondition of the receipt of Grant funds, Experience Kissimmee and/or Osceola County may at their option audit Grantee for the purposes of determining whether, in their sole and absolute discretion, Grantee is then presently able to fulfill its obligations hereunder.

#### **Section 8.     Termination/Notice.**

- 8.1. Experience Kissimmee shall have the right to terminate this contract in whole or in part, at any time, upon ten (10) days written notice to the Grantee. Effective thirty (30) days from the termination notice, the Grantee will be required to make fair and reasonable payment to Experience Kissimmee in the amount of the funds not used as previously authorized and/or approved by Experience Kissimmee. Notice shall be sent to the organization's chief officer at the address shown on the application.

**Section 9.     Communications.**

9.1. Grantee shall submit all reports and may direct questions to:

Melissa Vallejo  
Phone: 407-840-1105  
Email: [Grants@experiencekissimmee.com](mailto:Grants@experiencekissimmee.com)  
Experience Kissimmee  
215 Celebration Place  
Suite 200  
Kissimmee, Florida 34747

9.2. Experience Kissimmee may serve all notices and communicate with Grantee via the Grantee Contact Information listed on the first page hereof.

9.3. Experience Kissimmee and Grantee may amend their contact information by submitting such changes in writing to the other.

**Section 10.     Indemnity; Insurance.**

10.1. Grantee hereby agrees to defend, indemnify and hold harmless the Osceola Convention and Visitors Bureau d/b/a Experience Kissimmee, Osceola County, Florida, as well as their elected officials, officers, directors, employees and contractors, for any and all suits, claims, judgments and the like arising from or relating to Grantee's activities, including without limitation, the Event.

10.2. Grantee shall cause Experience Kissimmee and Osceola County to be named as additional insureds under a commercial general liability policy obtained by and issued to Grantee, in an amount not less than \$1,000,000 per occurrence. Likewise, such policy shall be primary to any policy issued to Experience Kissimmee and Osceola County, which policies shall be secondary.

**Section 11.     Miscellaneous Provisions.**

11.1. The laws of the State of Florida govern this agreement without application of Florida's conflicts of laws, rules and doctrines. Any suit arising from this agreement shall be filed exclusively in the Ninth Judicial Circuit Court in and for Kissimmee, Florida, or in the United States District Court for the Middle District of Florida, Orlando Division should such court have jurisdiction. The parties stipulate that venue and personal jurisdiction are proper in such courts and waive any argument of forum *non conveniens*.

**11.2. THE PARTIES WAIVE AND RELINQUISH ANY RIGHT TO A TRIAL BY JURY.**

In the event of litigation or legal process arising from or related to this agreement, Experience Kissimmee and Organization expressly submit and consent to a "bench" trial.

11.3. In the event of litigation arising from or related to this agreement, the prevailing party shall be entitled to recover from the other, attorneys' fees, paralegal fees and costs through all appeals.

11.4. If any portion of this agreement is declared invalid by any law, order, decree or judgment of a court having jurisdiction over the parties and/or the subject matter, this agreement will be construed as if such portion is deleted from this agreement.

11.5. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

11.6. This agreement may be executed in counterparts, each of which is deemed an original. Delivery of an executed counterpart of a signature page to this agreement by facsimile or electronic scan and email shall be as effective as delivery of the originally executed signature page.

11.7. The failure of Experience Kissimmee to insist upon the strict performance of any term of this agreement, or Experience Kissimmee's failure or refusal to exercise any option, right or remedy contained herein, will not be construed as a waiver or relinquishment for the future of such term, option, right or remedy. Rather, such term, option, right, or remedy will continue and remain in full force and effect. There will be no waiver by Experience Kissimmee unless explicitly set forth in writing and signed by Experience Kissimmee.

\*\*\*

**Section 12. Authorized Signatories**

**OSCEOLA CONVENTION & VISITORS BUREAU,  
INC (D/B/A EXPERIENCE KISSIMMEE)**

**GRANTEE**

**By:**

**Sign:**   
**Print:** DT Minich  
**Title:** President & CEO  
**Date:** 10/8/2024

**By:**

**Sign:**   
**Print:** Maude Garrett  
**Title:** Events & Venues Assistant Manager  
**Date:** 10-3-24

**EXHIBIT “A”**

**Grantee’s Application**  
**[Attached]**

Webform submission from: Tourism Enhancement Grants Program Application > Post-Body Paragraphs

noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net  
<noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net>  
on behalf of  
EK Grant Application Submission <noreply@experiencekissimmee.com>

Mon 6/10/2024 2:48 PM  
To:Grants <grants@experiencekissimmee.com>

Submitted on Mon, 06/10/2024 - 14:16  
Submitted by: Anonymous  
Submitted values are:

Page 1

Name  
Kayla Rogers

Page 2

Requesting Organization  
The City of Kissimmee

Event Name  
PrideFest Kissimmee

Funding Request  
15,000

Event Start Date  
Sat, 05/31/2025 - 00:00

Event End Date  
Sat, 05/31/2025 - 00:00

Did you research your event date against other community event dates?  
Yes

Location  
Kissimmee Civic Center

Address  
201 E Dakin Avenue Kissimmee FL 34741

Event/Project Phone  
4079736525

Website  
kissimmee.gov/pridefest

Admission  
free

Unit of Local Government in Osceola County  
Yes

Not for Profit Corporation headquartered in Osceola County  
No

990 Form

[COK W-9.pdf](#)

Address  
101 Church Street Avenue

City  
Kissimmee

Zip / Postal Code  
34741

Event Contact  
Kayla Rogers

Title  
Events and Venues Manager

Phone  
4079736525

Email  
[kayla.rogers@kissimmee.gov](mailto:kayla.rogers@kissimmee.gov)

Organization's Chief Officer  
Steve Lackey

Phone  
4075182342

Email  
[steve.lackey@kissimmee.gov](mailto:steve.lackey@kissimmee.gov)

Authorized Signature  


Date  
Mon, 06/10/2024 - 00:00

### Page 3

Marketing Budget (excluding Grants funding)  
10,000

Marketing Budget (including Grants funding)  
25,000

Number of Estimated Attendees  
2000

Previous Year's Attendance  
1500

Estimated Number of Room Nights in Osceola County  
50

1. Please provide a detailed description of the event:  
PrideFest Kissimmee is a celebration grounded in fostering awareness and acknowledging the impactful contributions of our local LGBTQ community. This event is packed with live performances, activities, and vendors.
2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors  
Some key marketing elements we plan to utilize in 2025 include radio advertisement, digital advertisement such as streaming or a commercial. We hope to target Jacksonville and Tampa more aggressively. We are also looking to capture day trippers from areas in Lake County as they do not have their own Priode event.
3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:  
We will be targeting the LGBTQIA+ community and allies as well as millennials and adults ranging from 21-55. We hope that this benefits tourism in Osceola County by driving business to our local restaurants and attractions. We are also hopeful this event shows that Osceola is a safe community for all to live, work, and play!
4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2024-2025, please explain the need for the increase.  
Yes, we did receive funding, but we are not requesting an increase.

### Page 4

### Marketing Activity

| Market Activity |                                           |                  |
|-----------------|-------------------------------------------|------------------|
| Activity        | Market Area/Audience                      | Projected Amount |
| Social Media    | Lake County; Millenials                   | 2500             |
| Digital Ads     | Central and North Florida                 | 2500             |
| Commercials     | Tampa and Jacksonville; Boomers and Gen X | 5,000            |
| Radio           | Central Florida; Day trippers             | 5,000            |
| Print           | Central and North Florida; Boomers        | 5,000            |
| Billboard       | Tourists already in the I4 corridor       | 5,000            |

Total Marketing Budget  
25,000

## Page 5

Event/Project Name  
PrideFest Kissimmee

Organization  
City of Kissimmee

# of Event Attendees  
1500

Room Nights  
29

TDT Grant Funds  
15,000

TDT Grant Funds  
15,000

TDT Grant Dollars Revenue (23-24)  
15,000

TDT Grant Dollars Projected Revenue FY24-25  
15,000

Admissions Revenue (23-24)  
0

Admissions Projected Revenue FY24-25  
0

Concessions Revenue (23-24)  
0

Concessions Projected Revenue FY24-25  
0

Sponsorship Revenue (23-24)  
11,000

Sponsorship Projected Revenue FY24-25  
15,000

Booth Space Revenue (23-24)  
4834

Booth Space Projected Revenue FY24-25  
5,000

Advertising Revenue (23-24)  
0

Advertising Projected Revenue FY24-25  
0

Sale of Promotional Items Revenue (23-24)  
0

Sale of Promotional Items Projected Revenue FY24-25  
0

In-Kind Revenue (23-24)  
0

In-Kind Projected Revenue FY24-25  
0

Other Revenue (23-24)  
16,000

Other Projected Revenue FY24-25  
18,000

Total Revenue (23-24)  
46,834

Total Projected Revenue FY24-25  
58,000

Administrative Expenses (23-24)  
5,000

Administrative Projected Expenses FY24-25  
6,000

Advertising/Promotions Expenses (23-24)  
23,127.92

Advertising/Promotions Projected Expenses FY24-25  
25,000

Printing Previous Years Expenses (23-24)  
500

Printing Projected Expenses FY24-25  
500

Promotional Items Previous Years Expenses (23-24)  
2,449.33

Promotional Items Projected Expenses FY24-25  
2,500

Concessions Previous Years Expenses (23-24)  
0

Concessions Projected Expenses FY24-25  
0

Awards Previous Years Expenses (23-24)  
0

Awards Projected Expenses FY24-25  
0

Travel Previous Years Expenses (23-24)  
0

Travel Projected Expenses FY24-25  
0

Talent Previous Years Expenses (23-24)  
11,300

Talent Projected Expenses FY24-25  
15000

In-Kind Previous Years Expenses (23-24)  
5,000

In-Kind Projected Expenses FY24-25  
5,000

Other Previous Years Expenses (23-24)  
3,674.99

Other Projected Expenses FY24-25  
4,000

Total Previous Years Expenses (23-24)  
51,052.24

Total Projected Expenses FY24-25  
53,000

Net Profit/Loss Previous Years Expenses (23-24)  
-4,218.24

Net Profit/Loss Projected Expenses FY24-25  
0

**EXHIBIT "B"**

### **Requirements, Stipulations and Conditions of Award**

Requirements, stipulations and conditions of the Award are listed in the Grants Manual

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

## EXHIBIT "C"

### Sample Attendee/Participant Survey

The following information will assist the Osceola Convention & Visitors Bureau (d/b/a Experience Kissimmee) promotion of special events to tourists. Please take a few minutes and complete this survey. Your name and information will not be used for any solicitations. Thank you for your assistance.



### Special Event Attendee Survey

Please Print

Today's Date: \_\_\_\_\_ Name (optional): \_\_\_\_\_ ☐ Male ☐ Female

City of Residence: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_

Number of Travelers in your party: \_\_\_\_\_

Will you be staying overnight in the Osceola County area during this trip? ☐ Yes ☐ No

If yes, how many nights will you stay? ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10+

What type of lodging will you stay in? (Check one) ☐ Hotel ☐ Motel ☐ Vacation Rental

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other \_\_\_\_\_

### Event Information

What event are you attending? \_\_\_\_\_

How did you learn about this event? (Check all that apply) ☐ Family/Friends ☐ Internet ☐ Newspaper

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other \_\_\_\_\_

Do you plan to attend this event next year? \_\_\_\_\_



|                                                        |                             |                                                                              |
|--------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------|
| <b>Grantee<br/>Contact<br/>Information<br/>FY24-25</b> | Grantee's name:             | <u>City of Kissimmee</u> ("Grantee")                                         |
|                                                        | Grantee's contact name:     | Maude Garrett                                                                |
|                                                        | Grantee's email address:    | <a href="mailto:maude.garrett@kissimmee.gov">maude.garrett@kissimmee.gov</a> |
|                                                        | Grantee's address is:       | 101 Church Street Kissimmee, FL 34741                                        |
|                                                        | Grantee's telephone number: | 407-973-6525                                                                 |
|                                                        | Grantee's event name:       | Taste of Kissimmee                                                           |

## **TOURISM ENHANCEMENT GRANTS CONTRACT**

**THIS CONTRACT** is made and entered into between the Osceola Convention and Visitors Bureau, Inc., (d/b/a Experience Kissimmee), hereinafter referred to as "Experience Kissimmee" and City of Kissimmee hereinafter referred to as the "Grantee".

### **RECITALS**

**WHEREAS**, Grantee has applied for a Tourism Enhancement Grant;

**WHEREAS**, the Osceola County Tourist Development Council ("TDC") is responsible for reviewing, evaluating and awarding such grants to organizations that will stage events and carry out operations that will serve to promote tourism into Osceola County;

**WHEREAS**, the TDC did award such a grant to Grantee and which grant is the subject hereof;

**WHEREAS**, Osceola County, Florida, has contracted with Experience Kissimmee to administer such grants;

**WHEREAS**, Grantee agrees to comply with certain obligations in exchange for the receipt of such grant;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

**Section 1.     Recitals.**

1.1. The recitals set forth above are incorporated herein as a material part hereof.

**Section 2.     Grantee's Obligations.**

- 2.1. Grantee has submitted that certain grant application to the TDC and which application is attached hereto as **Exhibit A** ("Application"). Grantee agrees to abide by the statements and representations in the Application which Grantee hereby warrants and represents are true and correct.
  - 2.1.1. Experience Kissimmee may in its sole and absolute discretion agree to vary such obligations, should same be requested in writing by Grantee.
- 2.2. The TDC has awarded a grant to Grantee, and, should such grant be made with requirements, stipulations or similar conditions, then Grantee agrees to abide by same as a precondition to receipt of such grant. Such requirements, stipulations and conditions, if any exist, are attached hereto as **Exhibit B** ("Award").
- 2.3. Grantee agrees that it shall undertake the activities (the "Event") described in the Application as modified, if at all, by the Award, without material variation. Such obligation includes, without limitation, compliance with the grant application's Special Event Marketing Plan and Projected Budget.
- 2.4. Grantee shall undertake and complete all Grant and Award obligations and the Event shall be completed within the current Experience Kissimmee fiscal year.
- 2.5. Grantee will also comply with all requirements of the Tourism Enhancement Grants Manual as it may be at the time of performance.
- 2.6. Failure timely to comply with the requirements set out herein, at Experience Kissimmee's option, may result in forfeiture of the Grant funds and require prompt repayment to Experience Kissimmee. Likewise, any expenditure of Grant funds not in keeping with the requirements hereof will, at Experience Kissimmee's option, result in forfeiture of any or all funds and require prompt repayment to Experience Kissimmee.

### **Section 3. Grant Amount.**

- 3.1. Experience Kissimmee shall remit to Grantee the amount of \$15,000.00 on the following schedule: Approximately 11/23/2024.
- 3.2. In the event that Osceola County should fail to fund, defund or should there otherwise be a shortfall in funding, then Experience Kissimmee shall have no obligation to fund the awarded grant. Experience Kissimmee shall have no obligation to fund any awarded grant from its funds not-specifically designated for Tourism Enhancement Grant purposes, reserve funds or any other source. Experience Kissimmee, in its sole and absolute discretion shall have the option to, but not the requirement to, reduce but not eliminate previously awarded grant funding in such event. Nothing herein gives rise to a lien, claim or securitization with respect to awarded grant funds.

### **Section 4. Reports, Survey and Documentation Requirements.**

- 4.1. Within forty-five days of Event completion, with time being of the essence, Grantee shall submit to Experience Kissimmee as generally described in the Tourism Enhancement Grants Manual:
  - 4.1.1. Actual Event/Project Budget Report;
  - 4.1.2. Marketing Report; and,
  - 4.1.3. Participant/Attendee Surveys.
  - 4.1.4. Failure timely to submit items 4.1.1-4.1.3, may, at Experience Kissimmee's option, result in forfeiture of the Grant funds and require prompt repayment to Experience Kissimmee.
- 4.2. Any unexpended grant funds shall be promptly remitted to Experience Kissimmee without any requirement of demand on the part of Experience Kissimmee.
- 4.3. With respect to the Actual Event/Project Budget Report:
  - 4.3.1. Such report shall include a signed attestation by an officer of the Grantee with sufficient knowledge of the subject matter, and authority to sign for and bind Grantee, representing that the report is accurate, and not misleading, in all material respects.
  - 4.3.2. With respect to the Marketing Report, in addition to the requirements of the Tourism Enhancement Grants Manual, Grantee shall include marketing activities performed in advance of the event, including sample advertisements, the outcome of the event and including the number of actual attendees

4.3.3. With respect to participant/Attendee Surveys, in addition to the requirements of the Tourism Enhancement Grants Manual, Grantee shall provide Participant/Attendee Survey data from at least ten (10%) percent of event attendees or 400, whichever is less, identifying the cities of origin, the number of individuals in each travel party and local accommodations. A sample of said Attendee Survey is attached hereto as **Exhibit C**. In addition, survey data on vendors and support participants, as applicable, should also be reported, noting the cities of origin, number of individuals in the travel party and the local accommodations. Such participant survey is in addition to the attendee survey data report.

4.3.4. Grantee shall promptly provide any other information, documentation, back-up, data and/or the like that Experience Kissimmee and/or Osceola County shall require.

**Section 5. Non-Permissible Costs/Expenditures.**

5.1. In addition to the impermissible expenditure of grant funds generally described in the Tourism Enhancement Grants Manual, Grantee may not expend grant funds for programs that have already been funded via other sources be they public or private.

5.2. Grant funds may not be used to pay wages, salaries, administrative expenses or other overhead.

5.3. Grantee shall submit related program expenditure information as Experience Kissimmee may request from time to time.

**Section 6. Compliance with Florida Law.**

6.1. The Grant funds remitted to Grantee hereunder are Tourist Development Tax funds the expenditure of which is restricted by, among other things, Florida law.

6.2. Grantee agrees that all Grant funds shall be expended in compliance with both the requirements otherwise set out herein, as well as Florida law including without limitation Section 125.0104, Florida Statutes. Such law requires, in pertinent part:

[I]f tax revenues are expended for an activity, service, venue or event, the activity, service, venue or event shall have as one of its main purposes the attraction of tourists as evidenced by the *promotion* of the activity, service, venue or event to tourists.

- 6.3. Grantee acknowledges the foregoing requirement and represents and warrants that the activity, service, venue or event proposed in its Grant application complies with the requirements in such Section 125.0104, Fla. Stats. and all of its other provisions, as well as all other requirements of Florida law.
- 6.4. Grantee warrants and represents that it is generally familiar with the requirements of TDT fund expenditures contained in Section 125.0105, Fla. Stats.

**Section 7.     **Audit Requirements.****

- 7.1. Grantee shall maintain books, records and accounts of all activities related to the contract, in compliance with United States Generally Accepted Accounting Principles (GAAP).
- 7.2. Throughout the term of this contract, books, records and accounts related to the performance of this contract shall be open to inspection and copying during regular business hours by an authorized representative of Experience Kissimmee and/or Osceola County.
- 7.3. Grantee shall maintain such books, records and account for a period of no less than five years and same shall be subject to inspection and audit for such period.
- 7.4. Experience Kissimmee, may, at its option publish any and/or all such books, records and accounts related hereto should it deem same to be reasonably prudent or, should a competent authority determine that same are “public records” pursuant to the Florida Public Records Act, Chapter 119, Florida Statutes.
- 7.5. Experience Kissimmee and/or Osceola County may audit the books, records and accounts of Grantee with respect to the Grant and/or expenditure of Grant funds.
- 7.6. As a precondition of the receipt of Grant funds, Experience Kissimmee and/or Osceola County may at their option audit Grantee for the purposes of determining whether, in their sole and absolute discretion, Grantee is then presently able to fulfill its obligations hereunder.

**Section 8.     **Termination/Notice.****

- 8.1. Experience Kissimmee shall have the right to terminate this contract in whole or in part, at any time, upon ten (10) days written notice to the Grantee. Effective thirty (30) days from the termination notice, the Grantee will be required to make fair and reasonable payment to Experience Kissimmee in the amount of the funds not used as previously authorized and/or approved by Experience Kissimmee. Notice shall be sent to the organization’s chief officer at the address shown on the application.

**Section 9.     Communications.**

9.1. Grantee shall submit all reports and may direct questions to:

Melissa Vallejo  
Phone: 407-840-1105  
Email: [Grants@experiencekissimmee.com](mailto:Grants@experiencekissimmee.com)  
Experience Kissimmee  
215 Celebration Place  
Suite 200  
Kissimmee, Florida 34747

9.2. Experience Kissimmee may serve all notices and communicate with Grantee via the Grantee Contact Information listed on the first page hereof.

9.3. Experience Kissimmee and Grantee may amend their contact information by submitting such changes in writing to the other.

**Section 10.     Indemnity; Insurance.**

10.1. Grantee hereby agrees to defend, indemnify and hold harmless the Osceola Convention and Visitors Bureau d/b/a Experience Kissimmee, Osceola County, Florida, as well as their elected officials, officers, directors, employees and contractors, for any and all suits, claims, judgments and the like arising from or relating to Grantee's activities, including without limitation, the Event.

10.2. Grantee shall cause Experience Kissimmee and Osceola County to be named as additional insureds under a commercial general liability policy obtained by and issued to Grantee, in an amount not less than \$1,000,000 per occurrence. Likewise, such policy shall be primary to any policy issued to Experience Kissimmee and Osceola County, which policies shall be secondary.

**Section 11.     Miscellaneous Provisions.**

11.1. The laws of the State of Florida govern this agreement without application of Florida's conflicts of laws, rules and doctrines. Any suit arising from this agreement shall be filed exclusively in the Ninth Judicial Circuit Court in and for Kissimmee, Florida, or in the United States District Court for the Middle District of Florida, Orlando Division should such court have jurisdiction. The parties stipulate that venue and personal jurisdiction are proper in such courts and waive any argument of *forum non conveniens*.

**11.2. THE PARTIES WAIVE AND RELINQUISH ANY RIGHT TO A TRIAL BY JURY.**

In the event of litigation or legal process arising from or related to this agreement, Experience Kissimmee and Organization expressly submit and consent to a "bench" trial.

11.3. In the event of litigation arising from or related to this agreement, the prevailing party shall be entitled to recover from the other, attorneys' fees, paralegal fees and costs through all appeals.

11.4. If any portion of this agreement is declared invalid by any law, order, decree or judgment of a court having jurisdiction over the parties and/or the subject matter, this agreement will be construed as if such portion is deleted from this agreement.

11.5. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

11.6. This agreement may be executed in counterparts, each of which is deemed an original. Delivery of an executed counterpart of a signature page to this agreement by facsimile or electronic scan and email shall be as effective as delivery of the originally executed signature page.

11.7. The failure of Experience Kissimmee to insist upon the strict performance of any term of this agreement, or Experience Kissimmee's failure or refusal to exercise any option, right or remedy contained herein, will not be construed as a waiver or relinquishment for the future of such term, option, right or remedy. Rather, such term, option, right, or remedy will continue and remain in full force and effect. There will be no waiver by Experience Kissimmee unless explicitly set forth in writing and signed by Experience Kissimmee.

\*\*\*

**Section 12. Authorized Signatories**

**OSCEOLA CONVENTION & VISITORS BUREAU,  
INC (D/B/A EXPERIENCE KISSIMMEE)**

**GRANTEE**

**By:**

**Sign:**



**Print:**

DT Minich

**Title:**

President & CEO

**Date:**

10/8/2024

**By:**

**Sign:**



**Print:**

Maude Garrett

**Title:**

Events & Venues Assistant Manager

**Date:**

10-3-24

**EXHIBIT “A”**

**Grantee’s Application**  
**[Attached]**

Webform submission from: Tourism Enhancement Grants Program Application > Post-Body Paragraphs

noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net  
<noreply=experiencekissimmee.com@mg.experiencekissimmee.mmghost.net>  
on behalf of  
EK Grant Application Submission <noreply@experiencekissimmee.com>  
Tue 5/28/2024 2:37 PM  
To:Grants <grants@experiencekissimmee.com>

Submitted on Tue, 05/28/2024 - 13:57

Submitted by: Anonymous

Submitted values are:

Page 1

Name  
Kayla Rogers

Page 2

Requesting Organization  
The City of Kissimmee

Event Name  
Taste of Kissimmee

Funding Request  
15000

Event Start Date  
Fri, 02/21/2025 - 00:00

Event End Date  
Fri, 02/21/2025 - 00:00

Did you research your event date against other community event dates?  
Yes

Location  
Ruby Plaza - Kissimmee Lakefront Park

Address  
69 Lakeview Drive Kissimmee FL 34741

Event/Project Phone  
407-973-6525

Website  
kissimmee.gov/tasteofkissimmee

Admission  
Free!

Unit of Local Government in Osceola County  
Yes

Not for Profit Corporation headquartered in Osceola County  
No

990 Form

[COK W-9.pdf](#)

Address  
101 Church Street

City  
Kissimmee

Zip / Postal Code  
34741

Event Contact  
Kayla Rogers

Title  
Events and Venues Manager

Phone  
407-973-6525

Email  
[kayla.rogers@kissimmee.gov](mailto:kayla.rogers@kissimmee.gov)

Organization's Chief Officer  
Steve Lackey

Phone  
4075182342

Email  
[steve.lackey@kissimmee.gov](mailto:steve.lackey@kissimmee.gov)

Authorized Signature  


Date  
Tue, 05/28/2024 - 00:00

## Page 3

Marketing Budget (excluding Grants funding)  
8,000

Marketing Budget (including Grants funding)  
23,000

Number of Estimated Attendees  
2000

Previous Year's Attendance  
1000

Estimated Number of Room Nights in Osceola County  
50

1. Please provide a detailed description of the event:  
Guests will pack on pounds of knowledge as they indulge themselves through a wide range of eateries, business displays and non-stop entertainment.

2. Please define key marketing elements of the event and how you will use TDT Funds to attract visitors  
This year we would like to focus on our target audience through social media campaigns across Facebook and Instagram. We would like to promote local businesses/restaurants at this event with a pre-event live streamed video of their venue and their offerings. In 2025 we will add a commercial to our event marketing. We will also partner with newspapers, and potentially create a traditional mail out advertisement.

3. Please explain in detail what audience you will be targeting and how the event will support tourism in Osceola County:  
We will be targeting foodies and adults between the ages of 21-55. With a rise in tasting events around the country we hope to share the best of Kissimmee with visitors who will return again and again in the future. This event will support tourism by providing a platform for local businesses to connect with visitors. The sampling options will encourage guests to try new things and return in the future to Kissimmee to the businesses they enjoyed for a full experience at their shop/restaurant/experience.

4. If you received a Tourism Enhancement Grant in previous years and are requesting a grant increase for 2024-2025, please explain the need for the increase.  
Yes, last year we received funding. We have asked for additional funding to continue to grow our attendance in our second year. Our hope is adding a commercial will assist us in attracting visitors to Kissimmee.

## Page 4

### Marketing Activity

Market Activity

| Activity          | Market Area/Audience | Projected Amount |
|-------------------|----------------------|------------------|
| Radio             |                      | 5,200            |
| Newspaper         |                      | 3,000            |
| Social Media      |                      | 2,000            |
| Downtown Calendar |                      | 300              |
| Billboard         |                      | 5,000            |
| Mail out          |                      | 7,500            |

Total Marketing Budget  
23,000

## Page 5

Event/Project Name  
Taste of Kissimmee

Organization  
City of Kissimmee

# of Event Attendees  
1,000

Room Nights  
20

TDT Grant Funds  
10,000

TDT Grant Funds  
10,000

TDT Grant Dollars Revenue (23-24)  
10,000

TDT Grant Dollars Projected Revenue FY24-25  
15,000

Admissions Revenue (23-24)  
0

Admissions Projected Revenue FY24-25  
0

Concessions Revenue (23-24)  
0

Concessions Projected Revenue FY24-25  
0

Sponsorship Revenue (23-24)  
0

Sponsorship Projected Revenue FY24-25  
5,000

Booth Space Revenue (23-24)  
0

Booth Space Projected Revenue FY24-25  
0

Advertising Revenue (23-24)  
0

Advertising Projected Revenue FY24-25  
0

Sale of Promotional Items Revenue (23-24)  
0

Sale of Promotional Items Projected Revenue FY24-25  
0

In-Kind Revenue (23-24)  
0

In-Kind Projected Revenue FY24-25  
0

Other Revenue (23-24)  
10,000

Other Projected Revenue FY24-25  
15,000

Total Revenue (23-24)  
20,000

Total Projected Revenue FY24-25  
35,000

Administrative Expenses (23-24)  
5,125

Administrative Projected Expenses FY24-25  
5,000

Advertising/Promotions Expenses (23-24)  
14,403.75

Advertising/Promotions Projected Expenses FY24-25  
23,000

Printing Previous Years Expenses (23-24)  
1,250

Printing Projected Expenses FY24-25  
2,000

Promotional Items Previous Years Expenses (23-24)  
2,020

Promotional Items Projected Expenses FY24-25  
2,500

Concessions Previous Years Expenses (23-24)  
0

Concessions Projected Expenses FY24-25  
0

Awards Previous Years Expenses (23-24)  
0

Awards Projected Expenses FY24-25  
500

Travel Previous Years Expenses (23-24)  
0

Travel Projected Expenses FY24-25  
0

Talent Previous Years Expenses (23-24)  
0

Talent Projected Expenses FY24-25  
0

In-Kind Previous Years Expenses (23-24)  
0

In-Kind Projected Expenses FY24-25  
0

Other Previous Years Expenses (23-24)  
11,860.01

Other Projected Expenses FY24-25  
10,000

Total Previous Years Expenses (23-24)  
34,658.76

Total Projected Expenses FY24-25  
43,000

Net Profit/Loss Previous Years Expenses (23-24)  
-14,658.76

Net Profit/Loss Projected Expenses FY24-25  
-8,000

**EXHIBIT "B"**

### **Requirements, Stipulations and Conditions of Award**

**Requirements, stipulations and conditions of the Award are listed in the Grants Manual**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins or other markings on the paper.

**EXHIBIT "C"**

**Sample Attendee/Participant Survey**

The following information will assist the Osceola Convention & Visitors Bureau (d/b/a Experience Kissimmee) promotion of special events to tourists. Please take a few minutes and complete this survey. Your name and information will not be used for any solicitations. Thank you for your assistance.



**Special Event Attendee Survey**

Please Print

**Today's Date:** \_\_\_\_\_ **Name (optional):** \_\_\_\_\_ ☐ Male ☐ Female

**City of Residence:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Country:** \_\_\_\_\_

**Number of Travelers in your party:** \_\_\_\_\_

**Will you be staying overnight in the Osceola County area during this trip?** ☐ Yes ☐ No

**If yes, how many nights will you stay?** ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10+

**What type of lodging will you stay in? (Check one)** ☐ Hotel ☐ Motel ☐ Vacation Rental

☐ Campground ☐ Bed & Breakfast ☐ Family/Friends ☐ Other \_\_\_\_\_

**Event Information**

**What event are you attending?** \_\_\_\_\_

**How did you learn about this event? (Check all that apply)** ☐ Family/Friends ☐ Internet ☐ Newspaper

☐ Billboard/Magazine ☐ Television ☐ Radio ☐ Brochure/Flier ☐ Other \_\_\_\_\_

**Do you plan to attend this event next year?** \_\_\_\_\_

## ITEM 7.D

### Community Development Block Grant FY2024 Funding Agreement

#### Request

Acceptance of the Community Development Block Grant (CDBG) FY2024 allocated from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$896,862, authorize the Mayor to execute the CDBG Funding Agreement (CDBGGEN24) and the City Manager or designee to execute the necessary Subrecipient agreements for the recommended Public Services projects which will be prepared by staff and approved by the City Attorney's Office.

#### Explanation

On July 2, 2024, the City Commission approved the FY2024 Annual Action Plan which listed the CDBG allocations for the activities to be covered with this year's funding in the amount of \$896,862. According to the federal regulations, 15% of the allocation (\$134,530) has been set aside for public services.

A couple of months later, staff requested applications from potential partners proposing public service programs and activities for areas identified in the FY2024 Annual Plan with high priorities based on the needs assessment survey completed during the preparation of the Plan. The table below lists the applications that were approved by the CDBG Review Committee:

| Organization                                | Program                                        | Description                                                                                                    | Amt. Recommended | Proposed Outcomes                                                                                                     |
|---------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------------------------------------------------------------------------------------|
| Parks & Recreation Dept (City of Kissimmee) | Dream Builders Summer Camp                     | To cover the cost for 55 "homeless" children to attend the City's Summer Camp Program – including staff costs. | \$32,050         | With new access to summer camp programs for 55 homeless children                                                      |
| Council on Aging                            | Building Strong Families - Eviction Prevention | To assist with rental assistance (eviction and security deposit) to avoid homelessness.                        | \$30,000         | With new access to financial assistance for 9 households, impacting approximately 23 persons living in the City.      |
| Council on Aging                            | Building Strong Families - Pathways            | To provide food, cost of classes, transportation, and financial                                                | \$15,000         | With new access to self-sufficiency support for 5 households, impacting approximately 15 persons, living in the City. |

|                                |                                                     |                                                                                                                                 |                  |                                                                                                                               |
|--------------------------------|-----------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|------------------|-------------------------------------------------------------------------------------------------------------------------------|
|                                |                                                     | education while the clients are enrolled in classes that will lead to an opportunity for a higher wage career.                  |                  |                                                                                                                               |
| Central Florida HANDS, Inc     | Housing Counseling and Financial Education Services | To provide one-on-one counseling including budget/credit counseling and pre-purchase.                                           | \$27,480         | With new access to housing and financial counseling for 15 households, impacting approximately 38 persons living in the City. |
| Future Focused Family Services | Future Focus Resiliency Program                     | To provide a mentorship initiative designed to support at-risk youth.                                                           | \$20,000         | With new access to mentorship to 25-50 students living in the City with mentoring, workshops, and career preparation.         |
| Back on Track                  | Back on Track Education to Work Program             | To provide employment services and placement to at-risk individuals to secure better futures for themselves and their families. | \$10,000         | With new access to 15 participants living in the City.                                                                        |
| <b>TOTAL</b>                   |                                                     |                                                                                                                                 | <b>\$134,530</b> |                                                                                                                               |

The financial details for the CDBG Grant were included in the budget for FY2025.

### **Recommendation**

Acceptance of the Community Development Block Grant (CDBG) FY2024 allocated from the U.S. Department of Housing and Urban Development (HUD) in the amount of \$896,862, authorize the Mayor to execute the CDBG Funding Agreement (CDBGGEN24) and the City Manager or designee to execute the necessary Subrecipient agreements for the recommended Public Services projects which will be prepared by staff and approved by the City Attorney's Office.

### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Development Services

Presenter:

**Attachment(s):**

1. (S)City of Kissimmee 2024 CDBG Agreement

Funding Approval/Agreement

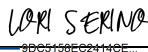
Title I of the Housing and Community  
Development Act (Public Law 930383)  
HI-00515R of 20515R

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
Community Development Block Grant Program

OMB Approval No. 2506-0193  
exp 1/31/2025

|                                                                                                                          |                                                  |                                                         |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------|
| 1. Name of Grantee (as shown in item 5 of Standard Form 424)<br>City of Kissimmee                                        | 3a. Grantee's 9-digit Tax ID Number<br>596000348 | 3b. Grantee's 9-digit DUNS Number<br>DPHBBJP7RHY3 (UEI) |
| 2. Grantee's Complete Address (as shown in item 5 of Standard Form 424)<br>101 N. CHURCH ST.<br>Kissimmee, FL 34741-5034 | 4. Date use of funds may begin<br>10/01/2024     |                                                         |
|                                                                                                                          | 5a. Project/Grant No. 1<br>B-24-MC-12-0051       | 6a. Amount Approved<br>\$896,880.00 (by this action)    |
|                                                                                                                          | 5b. Project/Grant No. 2                          | 6b. Amount Approved                                     |

**Grant Agreement:** This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

|                                                                                                                                                                    |                                        |                                                              |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------------------------------------------|--|
| U.S. Department of Housing and Urban Development (By Name)<br>Lori Serino                                                                                          |                                        | Grantee Name (Contractual Organization)<br>CITY OF KISSIMMEE |  |
| Title<br>CPD Director                                                                                                                                              |                                        | Title                                                        |  |
| Signature<br><div><div>DocuSigned by:</div><div>X  38C9158EC2414CE...</div></div> | Date (mm/dd/yyyy)<br><b>10/30/2024</b> | Signature<br>X                                               |  |
|                                                                                                                                                                    |                                        | Date (mm/dd/yyyy)                                            |  |

|                                                                                           |                                                                                                                                  |                                                  |                                                                                                                                             |
|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|
| 7. Category of Title I Assistance for this Funding Action:<br><br>Entitlement, Sec 106(b) | 8. Additional/Special Conditions<br>(check one)<br><input type="checkbox"/> None<br><input checked="" type="checkbox"/> Attached | 9a. Date HUD Received Submission<br>(mm/dd/yyyy) | 10. check one<br><input checked="" type="checkbox"/> a. Orig. Funding Approval<br><input type="checkbox"/> b. Amendment<br>Amendment Number |
|                                                                                           |                                                                                                                                  | 9b. Date Grantee Notified<br>(mm/dd/yyyy)        |                                                                                                                                             |
|                                                                                           |                                                                                                                                  | 9c. Date of Start of Program Year<br>10/01/2024  |                                                                                                                                             |
| 11. Amount of Community Development Block Grant                                           |                                                                                                                                  |                                                  |                                                                                                                                             |
| a. Funds Reserved for this Grantee                                                        |                                                                                                                                  | FY 2024                                          | FY 2023                                                                                                                                     |
| b. Funds now being Approved                                                               |                                                                                                                                  | \$896,862.00                                     | \$ 18.00                                                                                                                                    |
| c. Reservation to be Cancelled<br>(11a minus 11b)                                         |                                                                                                                                  |                                                  |                                                                                                                                             |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 12a. Amount of Loan Guarantee Commitment now being Approved<br>N/A                                                                                                                                                                                                                                                                                                                                                                                                                                                | 12b. Name and complete Address of Public Agency               |
| <b>Loan Guarantee Acceptance Provisions for Designated Agencies:</b><br>The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it. | 12c. Name of Authorized Official for Designated Public Agency |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Title                                                         |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Signature<br>X                                                |

HUD Accounting use Only

| Batch                         | TAC | Program                         | Y | A            | Reg | Area             | Document No. | Project Number | Category | Amount      | Effective Date<br>(mm/dd/yyyy) | F |
|-------------------------------|-----|---------------------------------|---|--------------|-----|------------------|--------------|----------------|----------|-------------|--------------------------------|---|
|                               | 153 |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               | 176 |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                                |   |
|                               |     |                                 |   |              |     |                  |              |                |          |             |                                |   |
|                               |     |                                 | Y |              |     |                  |              | Project Number |          | Amount      |                                |   |
|                               |     |                                 |   |              |     |                  |              |                |          |             |                                |   |
| Date Entered PAS (mm/dd/yyyy) |     | Date Entered LOCCS (mm/dd/yyyy) |   | Batch Number |     | Transaction Code |              | Entered By     |          | Verified By |                                |   |

8. Additional Conditions.

- (a) The period of performance and single budget period for the funding assistance specified in the Funding Approval (“Funding Assistance”) shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.
- (b) The Grantee must complete Addendum #1 to Agreement “Grantee Indirect Cost Rate(s)” and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee’s indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.
- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.
- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).
- (h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
- (h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.
- (i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

**Addendum # 1 to Agreement B-24-MC-12-0051**  
**Grantee Indirect Cost Rate(s)**

As the duly authorized representative of the Grantee, I certify that the Grantee:

- ☐ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.
- ☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.
- ☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

| Agency/department/major function | Indirect cost rate | Type of Direct Cost Base |
|----------------------------------|--------------------|--------------------------|
|                                  | %                  |                          |
|                                  | %                  |                          |
|                                  | %                  |                          |

**Name of Authorized Official:**

**Signature:**

**X**

**Date**

**(mm/dd/yyyy):**

**Title:**

/ /

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

## **ITEM 7.E**

### **Resolution authorizing the subordination of utility interest in Parcel 163.03**

#### **Request**

Approval of the resolution authorizing the Mayor to execute and deliver subordination of utility interest of Parcel 163.03 to the Florida Department of Transportation (FDOT).

#### **Explanation**

The City was contacted by FDOT and was made aware of several City of Kissimmee easements along the I-4 corridor which fall within the limits of a future FDOT project. One of the several easements was parcel 810.03, which was determined to be converted to Fee Simple Parcel 163.03. This easement was likely part of the former City Water and Sewer Department's utility services in the western part of the county. FDOT has requested that the City execute and deliver the subordination of utility interest for new Parcel 163.03.

#### **Recommendation**

Approval of the resolution authorizing the Mayor to execute and deliver the subordination of utility interests of Parcel 163.03 to FDOT.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Public Works & Engineering

Presenter:

#### **Attachment(s):**

1. (S)RESOLUTION (Kissimmee)
2. (S) 163.03 Subordination (Kissimmee)
3. 163.03 Easement (Kissimmee)
4. 163 RW MAP SHEET

UTL05-04/19  
September 27, 2024  
This instrument prepared by  
Tammy Mackey  
Under the direction of  
DANIEL L. MCDERMOTT, ATTORNEY  
Department of Transportation  
719 South Woodland Boulevard  
DeLand, Florida 32720-6834

PARCEL NO. 106.06 109.02 114.05 115.04 125.08 126.04 127.03 128.03 134.05 810.03  
SECTION 92130  
F.P. NO. 431456-1  
STATE ROAD 400  
COUNTY OSCEOLA

**RESOLUTION #\_\_\_\_\_**

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 400, Section No. 92130, F.P. No. 431456-1, in Osceola County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by the City of Kissimmee, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of Kissimmee, Florida, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in DeLand, Florida, should be drawn and executed by \_\_\_\_\_, on behalf of this Board of City Commissioners.

PARCEL NO. 106.06 109.02 114.05 115.04 125.08 126.04 127.03 128.03 134.05 810.03  
SECTION 92130  
F.P. NO. 431456-1  
PAGE 2

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

STATE OF FLORIDA

COUNTY OF OSCEOLA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the City Council of Kissimmee, Florida, at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor - Commissioner

\_\_\_\_\_  
City Clerk  
City of Kissimmee, Florida

Approved as to form and legality:

\_\_\_\_\_

23-UTL04/19

October 14, 2024

This instrument prepared by

Tammy Mackey

Under the direction of

DANIEL L. MCDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 163.03

SECTION 92130

F.P. NO. 431456 1

STATE ROAD 400

COUNTY OSCEOLA

### **SUBORDINATION OF CITY UTILITY INTERESTS**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the F.D.O.T., and THE CITY OF KISSIMMEE, FLORIDA, a municipal corporation, hereinafter called City.

### **WITNESSETH:**

WHEREAS, the City presently has an interest in certain lands that have been determined necessary for highway purposes; and

WHEREAS, the proposed use of these lands for highway purposes will require subordination of the interest claimed in such lands by City to the F.D.O.T.; and

WHEREAS, the F.D.O.T. is willing to pay to have the City's current or future as more particularly provided facilities, relocated if necessary to prevent conflict between the facilities so that the benefits of each may be retained.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, City and F.D.O.T. agree as follows:

City hereby subordinates to the interest of F.D.O.T., its successors, or assigns, any and all of its interest in the lands as follows, viz:

**PARCEL 163**  
**FEE SIMPLE**

**SECTION 92130**  
**F.P. NO. 431456-1**

---

THAT PART OF:

PARCEL NO. 163.03  
SECTION 92130  
F.P. NO. 431456 1  
PAGE 2

A portion of Lot 1, Block 1, Magnolia Creek, as recorded in Plat Book 12, Pages 70 through 79, of the Public Records of Osceola County, Florida, Section 34, Township 25 South, Range 27 East.

(BEING a portion of the lands described in Official Records Book 4788, Page 1218, of the Public Records of Osceola County, Florida.)

DESCRIBED AS FOLLOWS:

Commence at a 5"x5" concrete monument with 2.5" brass disk stamped "JONES WOOD GENTRY RLS 1585 RLS 1819 25-27 26-27 33 34 3 4", marking the Southwest corner of Section 34, Township 25 South, Range 27 East, Osceola County, Florida, as shown on the Florida Department of Transportation Right of Way Map for State Road 400, Section 92130, Financial Project Number 431456-1; thence North 00°06'59" East along the West line of the Southwest 1/4 of said Section 34, a distance of 2603.18 feet to the intersection with the Southeasterly Limited Access Right of Way Line of State Road 400, as shown on said map; thence departing said East line, run North 40°08'34" East along said Southeasterly Limited Access Right of Way Line, a distance of 1625.19 feet to the POINT OF BEGINNING; thence continue North 40°08'34" East along said Southeasterly Limited Access Right of Way Line, a distance of 81.91 feet; thence departing said Southeasterly Limited Access Right of Way Line, run South 49°51'26" East, a distance of 16.00 feet; thence South 40°08'34" West along a line 16.00 Southeast of and parallel to said Southeasterly Limited Access Right of Way Line, a distance of 81.91 feet; thence North 49°51'26" West, a distance of 16.00 feet to the POINT OF BEGINNING.

CONTAINING 1,311 square feet, more or less.

**RECORDED**

Water, Wastewater and Reclaimed Water System Developer's Service Agreement in favor of City of Kissimmee recorded in ORB 2307, Page 131

PROVIDED that the City has the following rights:

1. The City shall have the right to construct, operate, maintain, improve, add to, upgrade, remove, and relocate facilities on, within, and upon the lands described herein in accordance with the F.D.O.T.'s current minimum standards for such facilities as required by the F.D.O.T. Utility Accommodation Manual in effect at the time the agreement is executed. Any new construction or relocation of facilities within the lands will be subject to prior approval by the F.D.O.T. Should the

PARCEL NO. 163.03  
SECTION 92130  
F.P. NO. 431456 1  
PAGE 3

F.D.O.T. fail to approve any new construction or relocation of facilities by the City or require the City to alter, adjust, or relocate its facilities located within said lands, the F.D.O.T. hereby agrees to pay the cost of such alteration, adjustment, or relocation, including, but not limited to the cost of acquiring appropriate easements.

2. Notwithstanding any provisions set forth herein, the terms of the utility permits shall supersede any contrary provisions, with the exception of the provision herein with reimbursement rights.
3. The City shall have a reasonable right to enter upon the lands described herein for the purposes outlined in Paragraph 1 above, including the right to trim such trees, brush, and growth which might endanger or interfere with such facilities, provided that such rights do not interfere with the operation and safety of the F.D.O.T.'s facilities.
4. This City agrees to comply with the provisions of Florida Statute 337.402.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

PARCEL NO. 163.03  
SECTION 92130  
F.P. NO. 431456 1  
PAGE 4

IN WITNESS WHEREOF, the F.D.O.T. hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered  
in the presence of witnesses:

STATE OF FLORIDA DEPARTMENT  
OF TRANSPORTATION

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
District Director Of  
Transportation Development  
for District Five  
719 S. Woodland Blvd.  
DeLand, Florida 32720

Legal Review

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

By: \_\_\_\_\_

Office of the General Counsel

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, District Director of Transportation Development for District Five, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
PRINT/TYPE NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

PARCEL NO. 163.03  
SECTION 92130  
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PAGE 5

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in  
the presence of two witnesses  
required by Florida Law

CITY OF KISSIMMEE, FLORIDA  
a Florida Municipal Corporation

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its Mayor

ATTEST: \_\_\_\_\_  
Its City (or Deputy) Clerk

ADDRESS OF GRANTOR:

\_\_\_\_\_  
SIGNATURE LINE  
PRINT/TYPE NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
PRINT/TYPE NAME: \_\_\_\_\_  
Notary Public in and for the  
County and State last aforesaid.  
My Commission Expires: \_\_\_\_\_  
Serial No., if any: \_\_\_\_\_

SCANNED  
LARRY WHALEY

21P

OSCEOLA COUNTY, FLORIDA  
CLERK OF CIRCUIT COURT

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Thomas A. Cloud, Esquire  
**GRAY HARRIS & ROBINSON, P.A.**  
301 E. Pine Street, Suite 1400  
Orlando, FL 32801  
(407) 843-8880

CL 2003140411 OR 2307/131  
DLB Date 08/05/2003 Time 08:48:36

For Recording Purposes Only

**CITY OF KISSIMMEE/GINN-LA ORLANDO II, LLLP, WATER,  
WASTEWATER, AND RECLAIMED WATER SYSTEM  
DEVELOPER'S SERVICE AGREEMENT**

THIS AGREEMENT made and entered into this 5th day of <sup>February</sup>~~January~~, 2002, by and between **GINN-LA ORLANDO II, LLLP**, a Georgia Limited Liability Partnership authorized to do business in the State of Florida (hereafter "DEVELOPER"), and **THE CITY OF KISSIMMEE**, a municipal corporation located in Osceola County, Florida (hereafter the "CITY").

**RECITALS**

1. The DEVELOPER has or is about to develop property by erecting residential and commercial improvements on property described in Exhibit "A" attached to and incorporated in this Agreement (the "Property").

2. The DEVELOPER is desirous of prompting the construction and/or maintenance of central water, wastewater, and reclaimed water facilities so to receive adequate service.

3. The CITY is willing to provide, in accordance with the provisions and stipulations hereinafter set out, and in accordance with all applicable laws, central water, wastewater, and reclaimed water service through central water, wastewater, and reclaimed water facilities, and to accept and operate a water distribution and wastewater collection system, and to thereafter operate such facilities so the occupants of the improvements constructed on the Property will receive adequate retail water, wastewater, and reclaimed water service from the CITY.

**ACCORDINGLY**, for and in consideration of the Recitals, the mutual undertakings and agreements herein contained and assumed, and other good and valuable consideration the receipt and sufficiency of which are acknowledged by the parties, the DEVELOPER and the CITY hereby covenant and agree as follows:

**SECTION 1. RECITALS.** The above Recitals are true and correct, and form a material part of this Agreement.

**SECTION 2. DEFINITIONS.** The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

(1) **"Service"** - the readiness and ability on the part of the CITY to furnish water and/or wastewater service to each lot on the Property.

(2) **"Point of Delivery or Distribution"** - the point where the pipes of utility are connected with the pipes of the customer. Unless otherwise indicated, the point of delivery shall be at a point on the customer's lot line.

(3) **"Contribution-in-aid-of-Construction"** - The sum of money, and/or property, represented by the value of the water distribution, wastewater collection, and reclaimed water distribution system constructed by DEVELOPER, which DEVELOPER covenants and agrees to pay to the CITY, as a contribution-in-aid-of-construction, to induce the CITY to continuously provide water, wastewater, and reclaimed water service to the Property.

**SECTION 3. EASEMENT AND RIGHT OF ACCESS.** DEVELOPER hereby grants and gives the CITY the exclusive right or privilege to repair, replace, own, maintain, and operate the water, wastewater, and reclaimed water facilities constructed in, under, over and across the present and future streets, roads, easements, reserved utility sites and public places on the Property as provided and dedicated to public use in the record plats, or as provided for in agreements, dedications or grants made otherwise and independent of said record plats. DEVELOPER hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual; that in the event the CITY is required or desires to install any additional water, wastewater, and reclaimed water facilities in lands within the Property lying outside the streets and easement areas described above, then DEVELOPER or the owner shall grant to the CITY, without cost or expense to the CITY, the necessary easement or easements for such "private property" installation; provided, all such "private property" installation by the CITY shall be made in such a manner as not to interfere with the then primary use of such "private property." All easements shall be depicted in the final engineering plans submitted for a given phase of DEVELOPER's project. If the pipeline and facility locations and easements proposed comply with the CITY's then applicable Standards, Specifications and Details, then the CITY shall approve the easements. Once the initial pipelines and facilities are installed for a given phase of DEVELOPER's project and the more specific easements granted, then the "blanket" easement provided hereunder shall terminate as to that portion of the Property within that phase of DEVELOPER's project and be superceded by the more specific easements. Furthermore, DEVELOPER shall no longer be obligated to donate any additional easements to the CITY for that portion of the Property within that phase of DEVELOPER's project. The CITY hereby agrees that all easement grants will be utilized in accordance with the established and generally accepted practices of the water, wastewater, and reclaimed water industry with respect to the installation of all its water, wastewater, and reclaimed water facilities in any of the easement areas; and the DEVELOPER in granting easement herein, or pursuant to the terms of this instrument, shall have the right to grant exclusive or nonexclusive rights, privileges and easements to other entities to provide to the Property any utility or non-utility services other than water, wastewater, and reclaimed water service; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

**SECTION 4. PROVISION OF SERVICE: PAYMENT OF RATES.**

**4.1.** Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by the DEVELOPER, the CITY covenants and agrees that it will allow the connection of the water distribution, wastewater collection facilities, and reclaimed water distribution facilities installed by DEVELOPER to the central water, wastewater, and reclaimed water facilities of the CITY in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules and regulations of the City of Kissimmee, Department of Water Resources and the Department of Health and Rehabilitative Services and the Florida Department of Environmental Protection. The CITY agrees that once it provides water, wastewater, and reclaimed water service to the Property and DEVELOPER, or others have connected customer installations to its system, that thereafter, the CITY will continuously provide, in accordance with the other provisions of this Agreement, and of applicable laws, including rules and regulations and rate schedules, water, wastewater, and reclaimed water service to the Property in a manner to conform with all requirements of all governmental agencies having jurisdiction over the water, wastewater, and reclaimed water system of the CITY. The DEVELOPER, its successors and assigns agree to timely and fully pay all applicable monthly rates, fees, and charges to the CITY and otherwise fully comply with the CITY's rules, regulations, and ordinances applicable to the provision of water, wastewater, and reclaimed water service. A copy of the CITY's current rates, fees, and charges are attached to and incorporated in this Agreement as Exhibit "B."

**4.2.** The DEVELOPER, its successors and assigns agrees to pay to the CITY for monthly service within thirty (30) days after statement is rendered by the CITY all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the CITY may, in its sole discretion, terminate service as to that customer. This termination shall not apply to DEVELOPER in the case of non-payment by any lot owner, tenant, or consumer that is not the DEVELOPER.

#### **SECTION 5. DESIGN, REVIEW, CONSTRUCTION, INSPECTION, AND CONVEYANCE OF FACILITIES.**

**5.1.** To induce the CITY to provide water, wastewater, and reclaimed water service, and to continuously provide customers located on the Property with water, wastewater, and reclaimed water services, DEVELOPER hereby covenants and agrees to pay for the construction and to transfer ownership and control to the CITY as a contribution-in-aid-of-construction, the on-site and/or off-site water distribution and wastewater collection facilities referred to herein. All design and construction shall be in accordance with City rules, regulations, and utility standards.

**5.2.** DEVELOPER shall pay the CITY to review engineering plans and specifications of the type and in the form as prescribed by the CITY, showing the on-site and/or off-site water distribution and wastewater collection facilities proposed to be installed to provide service to the subject Property. The CITY will advise DEVELOPER's engineer of any sizing requirements as mandated by the CITY's system extension requirements, master planning, and utility standards for the preparation of plans and specifications for facilities within the Property. If applicable, such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase, if applicable, shall conform to the "Master Plan" for the development of the Property, which said Master Plan is contained in those documents entitled "Reunion Resort & Club Water Distribution System Infrastructure Analysis Conceptual Level Design" dated December 3, 2001 and "Reunion Resort & Club Sanitary Sewer System Infrastructure Analysis Conceptual Level Design" dated November 28,

2001, excerpts and maps of which are attached to, incorporated in and approved by this Agreement as Exhibit "C." The entire Master Plan is incorporated in this Agreement by reference. Any ambiguities or conflicts between the Exhibit "C" excerpts and the complete Master Plan shall be controlled by the Master Plan. All such plans and specifications shall be submitted to the CITY and no construction shall commence until CITY has approved such plans and specifications in writing. After approval, DEVELOPER shall cause to be constructed, at DEVELOPER's expense, the water distribution and wastewater collection facilities as shown on all plans and specifications.

**5.3.** During the construction of the on-site and/or off-site water distribution and wastewater collection facilities by DEVELOPER, the CITY shall have the right to inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, filtration, line and grade, and all other normal engineering tests required by specifications and/or good engineering practices. Complete as-built plans shall be submitted to the CITY upon completion of construction.

**5.4.** By these presents, upon completion and approval by the CITY, the DEVELOPER shall transfer to the CITY, all right, title, and interest, free and clear of any encumbrances whatsoever, to the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER's contractor, pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon the acceptance by the CITY of the said installation. As further evidence of said transfer to title, and upon the completion of the installation and prior to the rendering of service by the CITY, DEVELOPER shall convey to the CITY, by bill of sale, or other appropriate documents, in form satisfactory to the CITY's counsel, the complete on-site and/or off-site water distribution and wastewater collection facilities as constructed by DEVELOPER and approved by the CITY. DEVELOPER shall further cause to be conveyed to the CITY, all easements and/or rights-of-way covering areas in which on-site and/or off-site water distribution and wastewater collection facilities are installed by recordable document in form satisfactory to the CITY's counsel. The use of easements granted by DEVELOPER shall include the use by other utilities so long as such uses by electric, telephone, or gas utilities, or cable television do not interfere with use by the CITY. The CITY agrees that the acceptance of the on-site and/or off-site water distribution and wastewater collection facilities installed by DEVELOPER, for service, or by acceptance of the bill of sale, shall constitute that assumption of responsibility by the CITY for the continuous operation and maintenance of such system from that date forward.

**5.5.** All installations by DEVELOPER or its contractor shall be warranted for at least one (1) year from the date of acceptance by the CITY. Mortgagee(s), if any, holding prior liens on such properties shall be required to release such liens, subordinate their position and join in the grant or dedication of the easements or rights-of-way. The water distribution and wastewater collection facilities shall be covered by easements if not located within platted or dedicated rights-of-way.

**5.6.** Payment of the contributions-in-aid-of-construction does not and will not result in the CITY waiving any of its rates, rate schedules or rules and regulations, and their enforcement shall not be affected in any manner whatsoever by DEVELOPER making the contribution. The CITY shall not be obligated for any reason whatsoever nor shall the CITY pay any interest or rate of interest upon the contribution. Neither DEVELOPER nor any person or other entity holding any of the Property by, through or under DEVELOPER, or otherwise, shall have any present or future right, title, claim or interest in and to the

contributions or to any of the water, wastewater, and reclaimed water facilities and properties of the CITY, and all prohibitions applicable to DEVELOPER with respect to no refund of contributions, no interest payment on said contributions and otherwise, are applicable to all persons or entities. Any user or customer of water or wastewater services shall not be entitled to offset any bill or bills rendered by the CITY for such service or services against the contributions. DEVELOPER shall not be entitled to offset the contributions against any claim or claims of the CITY.

**SECTION 6. [RESERVED]**

**SECTION 7. OWNERSHIP OF FACILITIES.** DEVELOPER agrees with the CITY that the on-site and/or off-site water distribution and wastewater collection facilities conveyed to the CITY for use in connection with providing water, wastewater, and reclaimed water services to the Property, shall at all times remain in the complete and exclusive ownership of the CITY, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose, including the furnishing of water, wastewater, and reclaimed water services to other persons or entities located within or beyond the limits of the Property; provided, however, that the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

**SECTION 8. APPLICATION OF RULES, REGULATIONS, AND RATES.** Notwithstanding any provision in this Agreement, the CITY may establish, revise, modify and enforce rules, regulations and rates covering the provision of water, wastewater, and reclaimed water service to the Property. Such rules, regulations and rates are subject to the approval of the City Commissioners of the City of Kissimmee, Florida. Such rules and regulations shall at all times be reasonable and subject to regulation as may be provided by law or under contract. Rates charged to DEVELOPER or customers located upon the Property shall be identical to rates charged for the same classification of service; provided, however, that rates to a developer or customers located within the city's consolidated suburban system service area located outside the boundaries of the City of Kissimmee shall be subject to a [twenty-five percent (25%)] surcharge on rates, fees, and charges as provided in city rate resolutions and ordinances and authorized pursuant to Section 180.191, Florida Statutes. All rules, regulations and rates in effect, or placed into effect in accordance with the preceding, shall be binding upon DEVELOPER, upon any other entity holding by, through or under DEVELOPER; and upon any customer of the water, wastewater, and reclaimed water service provided to the Property by the CITY.

**SECTION 9. PERMISSION TO CONNECT REQUIRED.** DEVELOPER, or any owner of any parcel of the Property, or any occupant of any residences or buildings located thereon, shall not have the right to and shall not connect to any customer installation to the water, wastewater, and reclaimed water facilities of the CITY until approval for such connection has been granted by the CITY.

**SECTION 10. BINDING AGREEMENT; ASSIGNMENTS BY DEVELOPER.** This Agreement shall be binding upon and shall inure to the benefit of DEVELOPER, the CITY and their respective assigns and successors by merger, consolidation or conveyance, and runs with the land. This Agreement shall not be sold, conveyed, assigned or otherwise disposed of by DEVELOPER without prior written notice to the CITY. For any such assignment to be effective, the assignee must agree to be bound by terms and conditions of this Agreement.

**SECTION 11. NOTICES: PROPER FORM.** Until further written notice by either party to the other, all notices provided for herein shall be in writing and transmitted by messenger, or by mail to:

CITY: City Manager  
City of Kissimmee  
101 N. Church Street  
Kissimmee, Florida 34741

DEVELOPER: Ginn-LA Orlando II, LLLP  
c/o Mr. James E. Cooper  
The Ginn Development Company  
5401 S. Kirkman Road, Suite 500  
Orlando, Florida 32819

**SECTION 12. SURVIVAL OF COVENANTS.** The rights, privileges, obligations and covenants of DEVELOPER and the CITY shall survive the completion of the work of DEVELOPER with respect to completing the water, wastewater, and reclaimed water facilities and services to any phase area and to the Property as a whole.

**SECTION 13. ENTIRE AGREEMENT; AMENDMENTS; APPLICABLE LAW; ATTORNEY'S FEES.** This Agreement supersedes all previous agreements or representations, either verbal or written, heretofore in effect between DEVELOPER and the CITY, made with respect to the matters herein contained, and when duly executed, constitute the agreement between DEVELOPER and the CITY. No additions, alterations or variations of the terms of this Agreement shall be valid, nor can provisions of the Agreement be waived by either party, unless such additions, alterations, variations or waivers are expressed in writing and duly signed. This Agreement shall be governed by the laws of the State of Florida, as well as all applicable local ordinances of the CITY and it shall be and become effective immediately upon execution by both parties hereto. In the event that the CITY or DEVELOPER is required to enforce this Agreement by court proceedings or otherwise, by instituting suit or otherwise, then the CITY or DEVELOPER shall be entitled to recover all costs incurred, including reasonable attorney's fees.

**SECTION 14. DISCLAIMERS; LIMITATIONS ON LIABILITY.**

**14.1. STATUS.** THE PARTIES DEEM EACH OTHER TO BE INDEPENDENT CONTRACTORS, AND NOT AGENTS OF THE OTHER.

**14.2. INDEMNIFICATION.** DEVELOPER WILL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY AGAINST ALL LIABILITY, LOSSES, DAMAGE OR OTHER EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MAY BE IMPOSED UPON, INCURRED BY OR ASSERTED AGAINST THE CITY BY REASON OF ANY NEGLIGENCE ON THE PART OF THE DEVELOPER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES; ANY PERSONAL INJURY OR PROPERTY DAMAGE OCCURRING ON OR ABOUT THE PROPERTY OR ANY PART THEREOF; OR ANY FAILURE ON THE PART OF THE DEVELOPER TO PERFORM OR COMPLY WITH ANY COVENANT REQUIRED TO BE PERFORMED OR COMPLIED WITH AGAINST THE CITY BY REASON OF ANY SUCH OCCURRENCES, DEVELOPER WILL, AT DEVELOPER'S EXPENSE, RESIST OR DEFEND ANY SUCH ACTION OR PROCEEDING. PROVIDED FURTHER, HOWEVER, DEVELOPER SHALL HAVE NO OBLIGATION WITH RESPECT TO CLAIMS ARISING OUT OF THE INTENTIONAL OR

NEGLIGENT CONDUCT OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, LICENSEES OR INVITES OR OF THIRD PARTIES NOT INCLUDED IN THE DEFINITIONS ABOVE. THE LIABILITY AND IMMUNITY OF THE CITY IS GOVERNED BY THE PROVISIONS OF §768.28, FLORIDA STATUTES (1995), AND NOTHING IN THIS AGREEMENT IS INTENDED TO EXTEND THE LIABILITY OF CITY OR TO WAIVE ANY IMMUNITY ENJOYED BY CITY UNDER THAT STATUTE. ANY PROVISIONS OF THIS AGREEMENT DETERMINED TO BE CONTRARY TO §768.28 OR TO CREATE ANY LIABILITY OR WAIVE ANY IMMUNITY EXCEPT AS SPECIFICALLY PROVIDED IN §768.28 SHALL BE CONSIDERED VOID.

**14.3. FORCE MAJEURE.** THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE TO THE DEVELOPER BY REASON OF THE FAILURE OR INABILITY OF THE CITY TO TAKE ANY ACTION IT IS REQUIRED TO TAKE OR TO COMPLY WITH THE REQUIREMENTS IMPOSED HEREBY OR (OR ANY INJURY TO THE DEVELOPER OR BY THOSE CLAIMING BY OR THROUGH THE DEVELOPER, WHICH FAILURE, INABILITY OR INJURY IS CAUSED DIRECTLY OR INDIRECTLY BY FORCE MAJEURE AS HEREINAFTER SET FORTH). THE TERM "FORCE MAJEURE" AS EMPLOYED HEREIN SHALL MEAN ACTS OF GOD, STRIKES, LOCK-OUTS, OR OTHER INDUSTRIAL DISTURBANCE; ACTS OF PUBLIC ENEMIES, WAR, BLOCKADES, RIOTS, ACTS OF ARMED FORCES, MILITIA, OR PUBLIC AUTHORITY, EPIDEMICS; BREAKDOWN OF OR DAMAGE TO MACHINERY, PUMPS, OR PIPE LINES NOT CAUSED BY CITY'S NEGLIGENCE; LANDSLIDES, EARTHQUAKES, FIRES, STORMS, FLOODS, OR WASHOUTS; ARRESTS, TITLE DISPUTES, OR OTHER LITIGATION; GOVERNMENTAL RESTRAINTS OF ANY NATURE WHETHER FEDERAL, STATE, CITY, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; CIVIL DISTURBANCES; EXPLOSIONS, FAILURE OR INABILITY TO OBTAIN NECESSARY MATERIALS, SUPPLIES, LABOR OR PERMITS OR GOVERNMENTAL APPROVALS WHETHER RESULTING FROM OR PURSUANT TO EXISTING OR FUTURE RULES, REGULATIONS, ORDERS, LAWS OR PROCLAMATIONS WHETHER FEDERAL, STATE, MUNICIPAL OR OTHERWISE, CIVIL OR MILITARY; OR BY ANY OTHER CAUSES, WHETHER OR NOT OF THE SAME KIND AS ENUMERATED HEREIN, NOT WITHIN THE SOLE CONTROL OF THE CITY AND WHICH BY EXERCISE OF DUE DILIGENCE THE CITY IS UNABLE TO OVERCOME.

**14.4. DISCLAIMER OF THIRD PARTY BENEFICIARIES.** THIS AGREEMENT IS SOLELY FOR THE BENEFIT OF AND SHALL BE BINDING UPON THE FORMAL PARTIES HERETO AND THEIR RESPECTIVE AUTHORIZED SUCCESSORS AND ASSIGNS, AND NO RIGHT OR CAUSE OF ACTION SHALL ACCRUE UPON OR BY REASON HEREOF, TO OR FOR THE BENEFIT OF ANY THIRD PARTY NOT A PARTY TO THIS AGREEMENT OR A SUCCESSOR OR ASSIGNEE THEREOF.

**14.5. DISCLAIMER OF SECURITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE DEVELOPER EXPRESSLY ACKNOWLEDGES (1) THAT IT HAS NO PLEDGE OF OR LIEN UPON ANY REAL PROPERTY (INCLUDING, SPECIFICALLY, THE CITY'S SYSTEM), ANY PERSONAL PROPERTY, OR ANY EXISTING OR FUTURE REVENUE SOURCE OF THE CITY (INCLUDING, SPECIFICALLY, ANY REVENUES OR RATES, FEES, OR CHARGES COLLECTED BY THE CITY IN CONNECTION WITH THE CITY'S SYSTEM) AS SECURITY FOR ANY AMOUNTS OF MONEY PAYABLE BY THE CITY UNDER THIS AGREEMENT; AND (2) THAT ITS RIGHTS TO ANY PAYMENTS OR CREDITS UNDER THIS AGREEMENT ARE SUBORDINATE TO THE RIGHTS OF ALL HOLDERS OF ANY

STOCKS, BONDS, OR NOTES OF THE CITY, WHETHER CURRENTLY OUTSTANDING OR HEREAFTER ISSUED.

**SECTION 15. COVENANT NOT TO ENGAGE IN UTILITY BUSINESS.** The DEVELOPER, as a further consideration for this Agreement, agrees that it shall not (the words "shall not" being used in a mandatory definition) engage in the business of providing water, wastewater, and reclaimed water service to the Property during the period of time the CITY, its successors and assigns, provide water service to the Property, it being the intention of the parties hereto that the foregoing provision shall be a covenant running with the land and under said provision and also under other provisions of this Agreement the CITY shall have the sole and exclusive right and privilege to provide water, wastewater, and reclaimed water service to the Property and to the occupants of each residence, building or unit constructed thereon; provided, however, the DEVELOPER through community development districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY.

**SECTION 16. RECORDATION.** The parties hereto agree that an executed copy of this Agreement and Exhibits attached hereto shall be recorded in the Public Records of Osceola County, Florida at the expense of the DEVELOPER.

**SECTION 17. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced, and if the intentions of the parties can continue to be effected. To that end, this Agreement is declared severable.

**SECTION 18. AUTHORITY TO EXECUTE AGREEMENT.** The signature by any person to this Agreement shall be deemed a personal warranty by that person that he has the full power and authority to bind any corporation, partnership, or any other business entity for which he purports to act hereunder.

**SECTION 19. CAPACITY.** Any specific reservations of capacity must be detailed within the body of this Agreement, under the heading "Special Conditions," and such capacity shall be so reserved, for a definite period of time only upon the payment of appropriate fee, or negotiated between the parties, by the DEVELOPER to the CITY.

**SECTION 20. ARMS LENGTH TRANSACTION.** Both parties have contributed to the preparation, drafting and negotiation of this document and neither has had undue influence or control thereof. Both parties agree that in construing this Agreement, it shall not be construed in favor of either party by virtue of the preparation, drafting, or negotiation of this Agreement.

**SECTION 21. SPECIAL CONDITIONS.** The following Special Conditions are mutually agreed between DEVELOPER and the CITY.

**21.1. PURCHASE OF WATER SERVICE CAPACITY AND WASTEWATER SERVICE CAPACITY.** DEVELOPER, its successors or assigns agree to purchase and the CITY agrees to furnish during the term of this Agreement for use on the Property water service capacity and wastewater service capacity in accordance with standards of applicable state regulatory agencies. In return therefore, the DEVELOPER, its successors or assigns agree to:

(1) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current water impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(2) Payment to the CITY prior to the issuance of Osceola County building permits for any given structure, unit, or building on the Property or such other time as may be mutually agreed to by the parties of the then current sewer impact fee per equivalent residential connection or unit as set forth in CITY rate resolutions and ordinances and service extension and capacity allocation policies, as amended from time to time.

(3) Payment to the CITY of typical meter installation charges and other rates, fees, and charges then applicable to the cost of physically connecting and receiving service from the CITY pursuant to and at the times required under CITY rate resolutions and ordinances, and service extension and capacity allocation policies, as amended from time to time.

**21.2. OTHER CAPITAL AND UTILITY CHARGES.** In addition to paying impact fees and those rates, fees, and charges pursuant to Subsection 21.1 hereof, the DEVELOPER agrees as a condition of receiving water and wastewater service to the following:

(1) The DEVELOPER may proceed on a "phased" approach in developing the Property, but no such phase may be developed until the CITY has approved a master utility plan applicable to said phase prepared at DEVELOPER's expense and submitted for prior review to the CITY by DEVELOPER, its successors or assigns.

(2) The DEVELOPER agrees to pay for the design, permitting and construction of the on-site water distribution and transmission facilities pursuant to CITY approved plans. The operation and maintenance of all water distribution and transmission located on the discharge side of the water meters will be the responsibility of the DEVELOPER, its successors or assigns.

(3) The DEVELOPER shall pay for the design, permitting and construction of the on-site wastewater facilities pursuant to CITY approved plans. These facilities shall include on-site lift stations owned, operated, and maintained as set forth in the CITY-approved master utility plans. Typically, operation and maintenance of all on-site wastewater facilities prior to the sewage pipe nearest the water meter will be the responsibility of the DEVELOPER, but the location of the division of ownership and operation for on-site wastewater facilities shall be done on a case-by-case basis in a reasonably flexible manner.

(4) As a part of the approval of the master utility plan hereunder, the DEVELOPER agrees (if requested by the CITY) to construct and oversize that water pipeline that would traverse from east to west as depicted on the attached Master Plan. If the CITY so requests, the DEVELOPER shall be entitled to the "oversizing incremental cost;" that is, the difference in reasonable design, inspection, labor and construction costs

between the oversized pipeline and/or facilities and the standard-sized pipeline and/or facilities.

(5) The CITY previously installed a water pipeline and a sewer force main along State Road 545 (hereafter the "545 Pipelines"). The DEVELOPER will receive service via the 545 Pipelines, and will be required to pay for the transmission capacity within the 545 Pipelines in the total amount of THREE MILLION DOLLARS (\$3,000,000.00). This payment may, at DEVELOPER's discretion, be paid in total, or may be paid in equal installments as each equivalent residential unit or connection receives a building permit (that is, at the same time the capital charges are paid under Subsection 21.1 hereof). The "equal installment" shall be five hundred dollars (\$500) per equivalent residential unit or connection. Notwithstanding anything to the contrary contained herein, the DEVELOPER shall be obligated to pay any remaining unpaid portion of the THREE MILLION DOLLARS on or before ten (10) years from the date of execution of this Agreement.

**21.3. PRIOR NOTICE.** The DEVELOPER agrees to notify the CITY in writing not less than thirty (30) days prior to estimated date of completion of construction of facilities requiring water and wastewater service, the date on which the DEVELOPER will require initial connection to the CITY's water and wastewater pipelines. Upon permit receipt by CITY of FDEP clearance and compliance with the CITY's standard project acceptance certificate attached to and incorporated as Exhibit "D" hereof, the CITY will permit immediate connection of water and wastewater facilities.

**21.4. NO PRECEDENT.** The provisions of this Agreement shall not be construed as establishing a precedent as to the amount or basis of contributions to be made by the DEVELOPER or other utility system extensions that may hereafter be required by DEVELOPER and which are not presently conferred by this Agreement.

**21.5. RECLAIMED WATER.** The parties acknowledge DEVELOPER's significant need for reclaimed water as a primary source of irrigation throughout the project. The DEVELOPER agrees to accept, use and dispose of and the CITY agrees to provide reclaimed water within the Property. The CITY shall be the exclusive provider of reclaimed water within the Property, and shall use its best efforts to provide as much reclaimed water as needed by DEVELOPER, subject to prior contractual commitments, state regulation, shortages, and CITY resolutions, ordinances, and policies, as amended from time to time. The DEVELOPER agrees to use reclaimed water as the primary source of irrigation for landscaping and golf courses, and shall pay the then prevailing CITY rate for use of reclaimed water. The DEVELOPER may utilize groundwater as a backup source of irrigation water in case of failure of the system until such time as reclaimed water is again available for use. Irrigation facilities shall be designed, permitted, owned, operated, and maintained by the DEVELOPER, and shall be submitted to the CITY for each phase of the project as a part of each master utility plan phase for CITY review and approval. The DEVELOPER plans on constructing three (3) eighteen hole golf courses and other landscape areas within the project. The DEVELOPER agrees to enter into a separate effluent easement and reclaimed water delivery agreement with the CITY to cover any portions of the project that will use 100,000 gallons per day, average annual basis or more of reclaimed water. Said agreement shall be in form substantially similar to that attached to and incorporated in this Agreement as Exhibit "E." Execution and delivery of this Agreement shall be a condition precedent to delivery of reclaimed water service to any such portion of the Property.

**21.6. COMMUNITY DEVELOPMENT DISTRICT.** The DEVELOPER has petitioned for and is seeking approval of two community development districts pursuant to Chapter 190, Florida Statutes. The parties anticipate that these districts (and others if needed) shall finance and cause construction of the facilities contemplated under this Agreement. It is not the intention of the parties that any community development district shall act as a retail water or wastewater utility provider; rather, the districts are intended to facilitate the cost effective provision of facilities and services from the CITY as retail utility provider to the DEVELOPER and its Property. However, the parties contemplate that these districts may provide and resell retail reclaimed water service using reclaimed water received from the CITY. Therefore, portions of DEVELOPER's rights and obligations under this Agreement may be assigned to the districts; provided, however, that said assignment(s) shall only be effective at such time as each district executes and delivers to the CITY an acknowledgment and assumption, in form and substance reasonably acceptable to the CITY, that it will be bound by all of the applicable terms, conditions, and obligations of DEVELOPER contained in this Agreement. The CITY agrees to support creation of any such community development district by the DEVELOPER for the Property.

**21.7. APPLICABLE LAW.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida.

**21.8. SUBMITTAL OF SHOP DRAWINGS.** Prior to construction, the DEVELOPER shall submit to the CITY for its review and approval all shop drawings for materials and equipment for the construction of any facilities pursuant to this Agreement. CITY shall not withhold its approval of such shop drawings as long as they are consistent with the Plans and Specifications.

**SECTION 22. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment.

**IN WITNESS WHEREOF,** DEVELOPER and the CITY have executed or have caused this Agreement, with the named Exhibits attached, if any, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

Signed, sealed and delivered  
in the presence of:

Maria E. Damos

By: MARIA E. DAMAS

Linda S. Hansell

By: Linda S. Hansell

## CITY OF KISSIMMEE, FLORIDA

By: George A. Gant

George A. Gant, M.D.  
Mayor-Commissioner

Attest: Sandi P. Yeager - Acting  
Sandi Yeager, City Clerk  
City of Kissimmee

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 5<sup>TH</sup> day of FEB., 2002, by George A. Gant, Mayor of the City of Kissimmee, a municipal corporation located in Osceola County, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

KEVIN M. O'LEARY  
Notary Public, State of Florida  
My comm. exp. July 1, 2005  
Comm. No. DD 038102

Kevin M. O'Leary  
Signature of Person Taking Acknowledgment

KEVIN M. O'LEARY  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

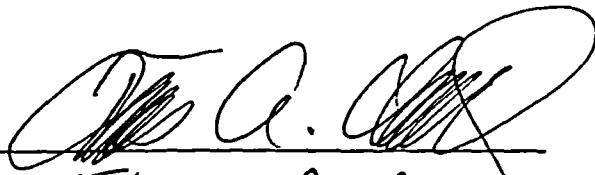
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Serial Number, if any.

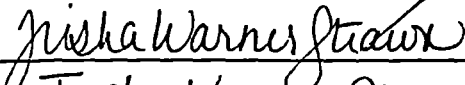
FOR THE USE AND RELIANCE  
OF CITY OF KISSIMMEE ONLY.  
APPROVED AS TO FORM.

Dated: 2/14, 2002

Donald T. Smallwood  
Donald T. Smallwood

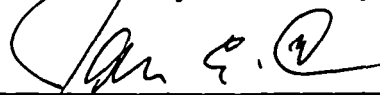
Signed, sealed and delivered  
in the presence of:

  
By: THOMAS A. CLOUD

  
By: Trisha Warner Strawn

"DEVELOPER"

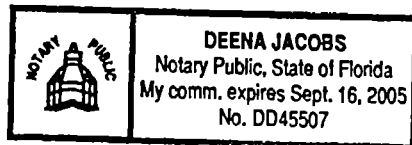
GINN-LA ORLANDO II, LLLP, a Georgia  
Limited Liability Partnership

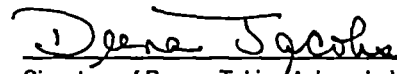
By:   
Mr. James E. Cooper,  
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF ~~OSCEOLA~~ Orange

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2002, by Mr. James E. Cooper, of Ginn-LA Orlando II, LLLP, a Georgia Limited Liability Partnership authorized to do business in the State of Florida, on behalf of the partnership. He is personally known to me or has produced driver's license as identification and did (did not) take an oath.



  
Signature of Person Taking Acknowledgment

Deena Jacobs  
Name of Acknowledger Typed, Printed or Stamped

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any.

CL 2003140411

OR 2307/144

F:\USR\CONDEMN\City of Kissimmee\cloud tom\KISSIMMEE 21749\MAGNOLIA CREEK DEV AGRMT 21749-16\Agreements\Developer's Service Agreement ver 4 12-14-01.wpd

CL 2003140411

OR 2307/145

**EXHIBIT "A"**  
**Property Description**  
**and Location Map**

CL 2001066873

OR 1875/2712

**EXHIBIT "A"****Revised Legal Description****January 8, 2001**

**Magnolia Creek Property Description In  
Township 25 South, Range 27 East  
Osceola County, Florida**

**Tract 1****Section 23:**

Lots 7, 8, 10, 11, 12, 13 and Part of Lots 14, 15, 16 and 2, of Block "C", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B", Page 68, Public Records of Osceola County, Florida, in Section 23, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/4, all in Section 23, Township 25 South, Range 27 East.

and

That part of the Southeast 1/4 of the Southwest 1/4 lying North and West of State Road 400, in Section 23, Township 25 South, Range 27 East.

**Section 26:**

Lots, 8, 9, 10 and 13 of Block "B," all of Block C, and Lots 11 through 14 inclusive, of Block "D," Florida Fruit and Truck Land Company Subdivision. As per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 25, Township 25 South, Range 27 East, also known as:

The West 3/4 of the Northwest 1/4 of the Northwest 1/4, the East 1/4 of the West 3/4 of the Southwest 1/4 of the Northwest 1/4, the Southwest 1/4, and the Southwest 1/4 of the Southeast 1/4, all in Section 26, Township 25 South, Range 27 East.

That part of Lot 12, Block "B," Section 26, Township 25, Range 27 East, Florida Fruit and Truck Land Company, as recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, said Lot 12 being a part of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 26, Township 25 South, Range 27 East, Osceola County, Florida, and lying Southerly of the following described line:

From the West 1/4 corner of the aforesaid Section 26, Township 25 South, Range 27 East, run N00°08'32" E, along the West line of the Northwest 1/4 of said Section 26, a distance of 648.27 feet to the point of beginning of the following described line, from said point of beginning, Run S89°56'13"E, 666.44 feet to a point on the west line of Lot 13, Block "B" and terminus of this line description.

Subject to the following:

1. Road right of way for "public highway" over and across the South 15.00 feet, if subject road has not been legally vacated and abandoned.
2. State Road Department "right of way" for the Attaway parcel as described on document entitled "Section 9213-2401 State Road 400 Osceola County descriptions."

**Section 27:**

Lots 1, 2 and 11 through 16, inclusive, of Block "A", all of Block "B", all of Block "C", and all of Block "D", Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 27, Township 25 South, Range 27 East. Also known as:

The South 1/2, the Northwest 1/4, and the South 1/2 of the Northeast 1/4, all in Section 27, Township 25 South, Range 27 East.

**Section 28:**

Lot 1, and that part of Lots 2, 15 and 16, Block "A", Lots 1 through 5 inclusive and that part of Lot 6, and 11 through 15 inclusive, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 28, Township 25 South, Range 27 East, said lots being a part of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of Southeast 1/4 and the South 1/2 of the Southeast 1/4, of said Section 28 and being more particularly described as:

That part of the above mentioned property, lying Southerly and Easterly of the following described line:

From the Northeast corner of said Section 28, Township 25 South, Range 27 East, run S00°12'57"W, along the East line of the Northwest 1/4 of said Section 28, a distance of 1377.25 feet to the point of beginning of the following described line. From said point of beginning, run N89°57'39"W 1327.66 feet, thence S00°01'13"W, 2618.24 feet, thence S89°45'25"W, 1324.05 feet, thence S00°14'39"W, 1321.98 feet, to a point on the South line of the Southeast 1/4 of Section 28, Township 25 South, Range 27 East, said point is the terminus of this line description and bears N89°56'28"E, 12.73 feet from the South 1/4 corner of said Section 28.

**Section 33:**

Lots 2 through 8, inclusive, of Block "A," Lot 2, less the North 125.00 feet of the West 350.00 feet, and Lots 3, 4, 5 and 6, Block "D," lying Southeasterly of Interstate 4, Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 33, Township 25 South, Range 27 East. Also known as:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southeast 1/4, less the North 125.00 feet of the West 350.00 feet, and the Northeast 1/4 of the Southeast 1/4, lying Southeasterly of Interstate 4, all in Section 33, Township 25, Range 27 East.

**Section 34:**

All of Block "A," all of Block "B," all of Block "C," all of Block "D," Florida Fruit and Truck Land Company Subdivision as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 34, Township 25 South, Range 27 East, Also known as:

Section 34, Township 25 South, Range 27 East.

**Section 35:**

Lots 7 through 14, inclusive, of Block "A," all of Block "B," Lots 2 through 11, inclusive, and 13 through 16, inclusive, of Block "C," Lots 9 through 12, Block "D," Florida Fruit and Truck Land Company Subdivision, as per plat thereof recorded in Plat Book "B," Page 68, Public Records of Osceola County, Florida, in Section 35, Township 25 South, Range 27 East. Also known as:

The West 1/2 of the Northeast 1/4, the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, the West 1/2 of the Southeast 1/4 of the Southwest 1/4, the East 1/2 of the Southwest 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4, the Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4, the West 1/2 of the Southwest 1/4 of the Southeast 1/4, and the West 1/2 of the Northwest 1/4 of the Southeast 1/4, all in Section 35, Township 25 South, Range 27 East.

Less and except all roads and road rights of way for Interstate Highway No. 4, S.R. 545 and S.R. 532, on all parcels affected.

Parcel described contains 2112.025 acres more or less.

Survey and description is subject to all matters shown in Transamerica Title Insurance Company Commitment No. 65-901847.048Q.

*(Owens Land Survey, Revised 9/27/90)*

**Tract 2**

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 1330.30' to the North line of the S.W. 1/4 of the N.E. 1/4; thence North 89°08'35" West along said line 774.71' to the point of beginning, thence continue along said line 400.0' thence South 0°02'17" West, 410.67', thence South 71°30'00" East, 40.57', thence South 18°30'00" West 100.00 to the North right-of-way of county road, thence South 71°30'00" East, 414.48' thence North 0°02'17" East, 643.95' to the P.O.B.

Said lands lying in Osceola County containing 5.27 Acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q4.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

*(Atlantic Land Design, Inc. Survey, Revised 8/28/90)*

**Tract 3**

Commence at the East 1/4 corner of Section 33, Township 25 South, Range 27 East; thence North 89°48'39" West, 1321.73'; thence North 0°03'40" East, along the East line of the S.W. 1/4 of the N.E. 1/4, 750.0' to the point of beginning, thence continue along said line North 0°03'40" East, 580.30', thence North 89°06'53" west, 774.71', thence South 0°02'17" West, 643.95', to the North right-of-way of county road, thence along said line South 71°30'00" East, 714.51', thence north 44°56'16" West 398.85' thence South 89°56'20" East, 375.00' to the P.O.B. said lands lying in Osceola County containing 12.10 acres±.

Lands shown hereon reflect rights-of-way and/or easements of record per Title Commitment # 65-901847.048Q5.

Bearing basis assumed S 71°30'00" East along North right-of-way of county road.

*(Atlantic Land Design, Inc. Survey, Revised 8/28/90)*

TRACTS 1, 2, and 3 EQUAL 2,129.395 TOTAL ACRES.

Additional Property included in the DRI and subjected to this DO

The west 1/2 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532 and south of Interstate Highway No. 4, and the southeast 1/4 of the southeast 1/4 of the southeast 1/4, lying north of County Road 532, all lying in Section 33, Township 25 South, Range 27 East, Osceola County, Florida.

COMMENCE at a five inch by five inch concrete monument (I.S. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida; thence run North 00°07'05" East, along the east line of said section 33, a distance of 262.44 feet to a point on the northerly right-of-way line of County Road No. 532 (200' wide right-of-way) and the TRUE POINT OF BEGINNING;

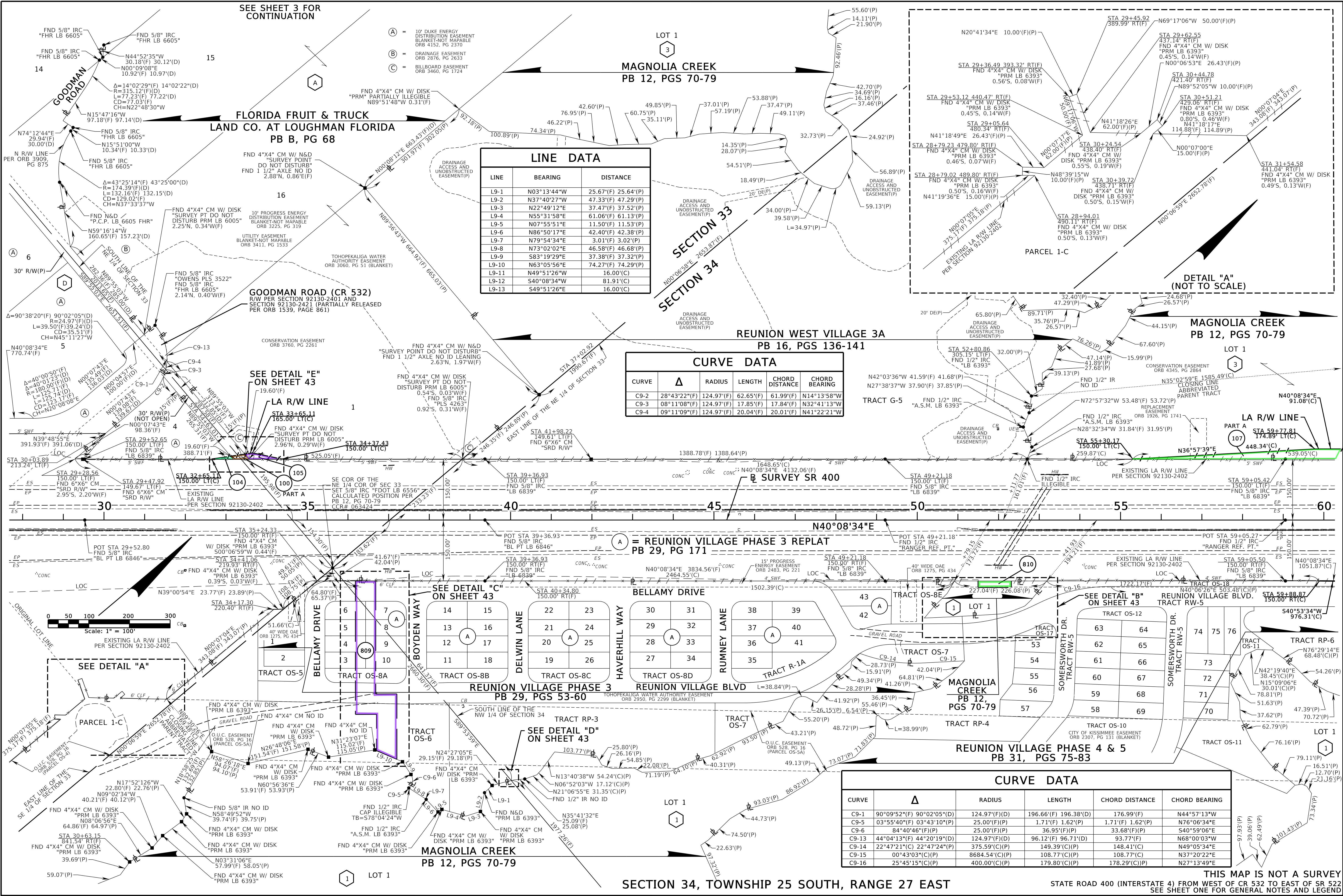
FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 00°07'05" East, along said east line, a distance of 400.77 feet to a point; thence departing said east line North 89°53'02" West, along the north line of Tract 1, Block D, Florida Fruit and Truck Land Company plat, as recorded in Plat Book B, Page 68 in the public records of Osceola County, Florida, a distance of 663.93 feet to a point; thence run North 00°06'35" West, along the east line of Tract 16, Block D, of said Florida fruit and Truck Land Company plat, a distance of 662.72 feet to a point; thence run North 89°55'33" West along the north line of said Tract 16, a distance of 278.50 feet to a point on the southeasterly right-of-way line of Interstate Highway No. 4 per Osceola County, Florida Right-of-Way Map of Interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 39°00'29" West, along said southeasterly right-of-way line, a distance of 19.59 feet to a point on a curve concave southeasterly, having a radius of 5635.58 feet, and a chord bearing of South 35°45'43" West; thence run southwesterly 638.59 feet along the arc of said curve and southeasterly right-of-way line, through a central angle of 06°29'33"; thence run departing said southeasterly right-of-way line South 00°08'41" West, along the west line of Tract 15, Block D, of said Florida Fruit and Truck Land Company plat, a distance of 255.77 feet to a point on the northerly right-of-way line of County Road No. 532 per Osceola County, Florida right-of-way map of interchange of County Road No. 532 and Interstate Highway No. 4 Section No. 92130-2421; thence run South 78°51'57" East, along said northerly right-of-way line, a distance of 206.74 feet to a point; thence continue along said northerly right-of-way line South 74°34'36" East, a distance of 200.56 feet to a point, thence continue along said northerly right-of-way line South 78°51'57" East, a distance of 947.84 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 15.99 acres, more or less.

The north 125 feet of the west 350 feet of Lot 2, Block D, of Florida Fruit and Truck Land Company plat of Section 33, Township 25 South, Range 27 East, Osceola County, Florida, per Plat Book B, Page 68 of the public records of Osceola County, Florida, being more particularly described as follows:

COMMENCE at a five inch by five inch concrete monument (I.s. #1585) marking the southeast corner of Section 33, Township 25 South, Range 27 East, Osceola County, Florida. Thence run North 00°07'05" East, along the east line of the southeast 1/4 of said Section 33, a distance of 1326.42 feet to the northeast corner of said Lot 2; thence departing said east line run North 89°55'33" West, along the north line of said Lot 2, a distance of 314.03 feet to the TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, thence continue North 89°55'33" West, along said north line, a distance of 350.00 feet to the northwest corner of said Lot 2; thence South 00°06'35" West, along the west line of said Lot 2, a distance of 125.00 feet to a point; thence departing said west line South 89°55'33" East, along the south line of the north 125 feet of said Lot 2, a distance of 350.00 feet to a point; thence departing said south line North 00°06'35" East, along the east line of the west 350 feet of said Lot 2, a distance of 125.00 feet to a point, said point being the TRUE POINT OF BEGINNING.

Containing: 1.00 acres, more or less.



## **ITEM 7.F**

### **Holiday Incentive Payment**

#### **Request**

This request is for Commission approval to utilize approximately \$205,864 from reserves for a one-time holiday incentive payment to all full-time and part-time employees.

#### **Explanation**

The year-end results for FY 2024 are slightly better than anticipated. This can be attributed to conservative spending by the General Fund departments as well as slightly better revenue performance. Consequently, staff is requesting Commission consideration of a holiday incentive payment to reward employees for their efforts to contain costs and enhance revenues. Staff recommends that all full-time employees with more than one year of service receive \$285, while all part-time employees with one year of service receive \$142.50. All employees with less than one year of service as of the date of the incentive payment will receive one-half of the above amounts depending upon whether the employee is a full-time or part-time employee. Within the General Fund, this is estimated to cost approximately \$161,838. The cost to the other funds would be approximately \$44,026 for a total cost to the City of \$205,864.

#### **Recommendation**

Based upon the projected fiscal year end results, staff requests Commission approval of a holiday incentive payment of \$285 for each full-time employee with more than one year of service (\$142.50 for less than one year) and \$142.50 for each part-time employee with more than one year of service (\$71.25 for less than one year) utilizing General Fund reserves of approximately \$161,838 and reserves from other operating funds of approximately \$44,026.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Finance

Presenter:

#### **Attachment(s):**

None

## **ITEM 7.G**

### **Acceptance of the Fiscal Year 2023 Homeland Security Grant through Urban Areas Security Initiative Program (UASI)**

#### **Request**

The Police Department requests authorization to accept the amount of \$76,190 for the FY 2023 Homeland Security Grant #UASI23 through the Urban Areas Security Initiative Program (UASI).

#### **Explanation**

The Urban Areas Security Initiative (UASI) Program assists high-threat, high-density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using the Whole Community approach.

No budget amendments are applicable for Grant Project UASI23. The grant funds and equipment will be managed by the Orange County Sheriff's Office. The City of Kissimmee is a sub-recipient of these Federal benefits.

#### **Recommendation**

Approval of the Police Department to accept the amount of \$76,190 for the FY 2023 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI).

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Police

Presenter:

#### **Attachment(s):**

1. Fully Executed\_FY23 UASI R0881\_Orange County SO Contract \_Executed



*Sheriff John W. Mina*

# ORANGE COUNTY SHERIFF'S OFFICE

## INTEROFFICE MEMORANDUM

November 30, 2023

TO: Sheriff John W. Mina

VIA: Chain of Command

FROM: Tammy Miller, Grants Manager  
Office of the Undersheriff  
Fiscal Management/Grants Section 

SUBJECT: 2023 Urban Area Security Initiative Grant (UASI)  
Contract Number: R0881

The Urban Area Security Initiative (UASI) grant funds focus on planning, organization, equipment, training, and exercise needs of high-threat, high-density Urban Areas, and assists them in building an enhanced and sustainable capacity to prevent, protect against, respond to, and recover from acts of terrorism

The Orlando/Orange UASI's 2023 award allocation is \$3,610,000 for a period of performance from Date of Execution through September 30, 2025. The Orlando/ Orange Urban Area Working Group (UAWG) met before the announcement of awards, scored, and prioritized the Orlando/Orange multi-discipline projects for the four counties (Lake, Orlando, Osceola, and Seminole) and the city (Orlando). The Orlando/Orange 2023 UASI allocations are behind the memo.

Please sign the attached contract and return to me. If you have any questions, please do not hesitate to contact me.

Thank you.

# FY23 Orlando/Orange UASI Project Ranking

| Ranking | Project Title                                                | Total Project Cost | Requesting Agency                              | National Priority |
|---------|--------------------------------------------------------------|--------------------|------------------------------------------------|-------------------|
| Req     | Election Security                                            | \$ 114,000.00      | N/A                                            | Election Security |
| 1       | Regional School Video Integration and Communication Platform | \$ 500,000.00      | Regional of Emergency Management               | DVE               |
| 2       | Public Education to Low/Fixed & Faith                        | \$ 150,000.00      | Orange County Sheriff's Office/CFIX            | Comm Prepared     |
| 3       | FY2023 Fusion Center (CFIX) Social Platform                  | \$ 104,800.00      | Seminole County Office of Emergency Management | Info and Intel    |
| 4       | Regional WebEOC Sustainment                                  | \$ 59,700.00       | Central Florida Disaster Medical Coalition     | Info and Intel    |
| 5       | Health CFDMC Medical Communication Platform - EM Resource    | \$ -               | Orlando Fire Dept.                             |                   |
| 6       | Orlando Hazmat Radiation Detection                           | \$ 98,300.00       | Orlando Fire Dept.                             |                   |
| 7       | Orlando Hazmat Rapid Assessment Team (RAT)                   | \$ 108,000.00      | Orlando Fire Dept.                             |                   |
| 8       | Orlando Swat Throwbots                                       | \$ 72,000.00       | Orlando Police Dept.                           |                   |
| 9       | 2023 Regional License Plate Reader Program                   | \$ 781,900.00      | Regional/Orange County Sheriff's Office        | Soft Targets      |
| 10      | Florida Task Force 4 Sustainment (AirBag)                    | \$ 17,000.00       | Orange County Fire Office                      |                   |
| 11      | OCSO Quad Pedal Robot                                        | \$ 365,000.00      | Orange County Sheriff's Office                 |                   |
| 12      | OCSO Thermal Camera                                          | \$ 465,000.00      | Orange County Sheriff's Office                 |                   |
| 13      | Orlando Bomb Squad Novo VBIED X-Ray                          | \$ 128,000.00      | Orlando Fire Dept. BOMB                        |                   |
| 14      | Upgrade Region 5 Aluma Tower                                 | \$ 266,203.00      | Orlando Police Dept.                           |                   |
| 15      | Orlando Arson Bomb Remote Firing PAN                         | \$ 46,912.00       | Orlando Fire Dept. BOMB                        |                   |
| 16      | Health CFDMC Medical Communication Platform - EICS           | \$ -               | Central Florida Disaster Medical Coalition     |                   |
| 18      | St. Cloud Camera Deployment Trailer                          | \$ 100,000.00      | St. Cloud Police Dept.                         |                   |
| 19      | Florida Task Force 4 Sustainment (Inflatable Rescue Boat)    | \$ 15,000.00       | Orange County Fire                             |                   |
| 20      | Critical Communications Infrastructure Protection            | \$ 129,885.00      | Lake County                                    |                   |
|         |                                                              | \$ 3,501,700.00    |                                                |                   |

Estimated 2023 UASI Award \$ 3,800,000.00  
State Mgmt & Admin 5% \$ 190,000.00  
Subtotal \$ 3,610,000.00  
Local Mgmt & Admin 3% \$ 108,300.00  
Total \$ 3,501,700.00

LETPP Requirement 35% \$ 1,330,000.00

| % of Allocation | National Priorities                            | Req Max       | OCSO Projects | Need to Meet the Requirement | Does it meet the req? |
|-----------------|------------------------------------------------|---------------|---------------|------------------------------|-----------------------|
|                 | Cybersecurity (0%)                             | \$ -          | -             | -                            | Yes                   |
| 4%              | Info and Intelligence Sharing (3%)             | \$ 114,000.00 | 164,500.00    | -                            | Yes                   |
| 20%             | Soft Targets/Crowded Places (3%)               | \$ 114,000.00 | 761,900.00    | -                            | Yes                   |
| 4%              | Community Preparedness/Resilience (3%)         | \$ 114,000.00 | 150,000.00    | -                            | Yes                   |
| 3%              | Election Security (3%)                         | \$ 114,000.00 | 114,000.00    | -                            | Yes                   |
| 13%             | Domestic Violent Extremism (3%)                | \$ 114,000.00 | 500,000.00    | -                            | Yes                   |
| 44%             | Towards the National Priorities (requires 30%) |               |               |                              |                       |

\$ -

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT**

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal award."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. § 200.332:

|                                                                                                                       |                                                                                                                    |
|-----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Sub-Recipient's name:                                                                                                 | <u>Orange County Sheriff's Office</u>                                                                              |
| Sub-Recipient's unique entity identifier:                                                                             | <u>SPMHKRXZJQ75</u>                                                                                                |
| Federal Award Identification Number (FAIN):                                                                           | <u>EMW-2023-SS-00058-S01</u>                                                                                       |
| Federal Award Date:                                                                                                   | <u>9/1/2023 – 08/31/2026</u>                                                                                       |
| Subaward Period of Performance Start and End Date:                                                                    | <u>DOE – 09/30//2025</u>                                                                                           |
| Budget Period Start and End Date:                                                                                     | <u>9/1/2023 – 08/31/2026</u>                                                                                       |
| Amount of Federal Funds Obligated by this Agreement:                                                                  | <u>\$3,610,000.00</u>                                                                                              |
| Total Amount of Federal Funds Obligated to the Sub-Recipient<br>by the pass-through entity to include this Agreement: | <u>\$3,610,000.00</u>                                                                                              |
| Total Amount of the Federal Award committed to the Sub-Recipient<br>by the pass-through entity:                       | <u>\$3,610,000.00</u>                                                                                              |
| Federal award project description (see FFATA):                                                                        | <u>See Article 1, Agreement Articles</u>                                                                           |
| Name of Federal awarding agency:                                                                                      | <u>Dept. of Homeland Security</u>                                                                                  |
| Name of pass-through entity:                                                                                          | <u>FL. Division of Emergency Mgmt.</u>                                                                             |
| Contact information for the pass-through entity:                                                                      | <u>Kevin Guthrie, Executive Director</u><br><u>2555 Shumard Oak Boulevard</u><br><u>Tallahassee, Florida 32399</u> |
| Assistance Listings Number and Title                                                                                  | <u>97.067-Homeland Security</u><br><u>Grant Program</u>                                                            |
| Whether the award is R&D:                                                                                             | <u>N/A</u>                                                                                                         |
| Indirect cost rate for the Federal award:                                                                             | <u>31.90%</u>                                                                                                      |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and **Orange County Sheriff's Office**, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal Government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. § 200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds. . ." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State of Florida and Federal laws, rules and regulations, including those identified in Attachment D. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2)(a)1, Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. The Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Lakesha Cason

2555 Shumard Oak Boulevard

Tallahassee, Florida

Telephone: 850-815-4345

Email: Lakesha.Cason@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Tammy Miller, Grants Manager

2500 W. Colonial Drive

Orlando, FL 32804-8005

Telephone: (407) 254-7269

Fax: (407) 254-7151

Email: tammy.miller@ocsofl.com

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative shall be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be signed by the Sub-Recipient and returned to the Division for execution no later than forty-five (45) days following initial notification of receipt. Failure to return the signed agreement by the deadline may result in termination of the grant award.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

Subrecipients may initiate a one-time extension of the period of performance by up to six (6) months unless one or more of the conditions outlined in (i) through (iii) of this section apply. For one-time extensions, the subrecipient shall notify the Division in writing with the supporting reasons and revised period of performance at least one hundred eighty (180) calendar days before the end of the period of performance. This one-time extension shall not be exercised merely for the purpose of spending down the award balance. Extensions require explicit prior Division approval when:

- (i) The terms and conditions of the federal award prohibit the extension.
- (ii) The extension requires additional federal funds.
- (iii) The extension involves any change in the approved objectives or scope of the project.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin **upon execution by both parties and shall end September 30, 2025** unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. § 200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. § 200.1, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division shall reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A and B of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$3,610,000.00**.

d. As required by 2 C.F.R. § 200.415(a), any request for payment under this Agreement shall include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division shall review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment B, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. § 200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. § 200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. § 200.430 ("Compensation—personal services") and 2 C.F.R. § 200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. § 207(e)(2)), then the Division shall treat the expense as a fringe benefit. 2 C.F.R. § 200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. § 200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-federal entity or specified grouping of employees.

h. If authorized by the federal awarding agency, then the Division shall reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. § 200.475. Reimbursement for travel shall be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient shall provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report shall identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. § 200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

k. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account and may not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included with this Agreement as indicated in Attachment E, Justification of Advance Payment. Attachment E shall specify the amount of advance disbursement requested and provide an explanation of the necessity for and proposed use of the funds.

#### (10)RECORDS

a. As required by 2 C.F.R. § 200.337, the federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by 2 C.F.R. § 200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three (3) years from the date of submission of the final expenditure report. The following are the only exceptions to the three (3) year requirement: Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award shall be retained for a period of three (3) years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a Sub-Recipient. federal awarding agencies and pass-through entities shall not impose any other record retention requirements upon non-federal entities.

- i. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- ii. When the non-federal entity is notified in writing by the federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- iii. Records for real property and equipment acquired with federal funds shall be retained for three (3) years after final disposition.
- iv. When records are transferred to or maintained by the federal awarding agency or pass-through entity, the three (3) year retention requirement is not applicable to the non-federal entity.
- v. Records for program income transactions after the period of performance. In some cases, recipients shall report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-federal entity's fiscal year in which the program income is earned.
- vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular

group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three (3) year retention period for its supporting records starts from the date of such submission.
2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the federal Government (or to the pass-through entity) for negotiation purposes, then the three (3) year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

d. In accordance with 2 C.F.R. § 200.335, the federal awarding agency shall request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value. However, in order to avoid duplicate recordkeeping, the federal awarding agency may make arrangements for the non-federal entity to retain any records that are continuously needed for joint use.

e. In accordance with 2 C.F.R. § 200.336, the Division shall always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division shall not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. § 200.303(e), the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions shall be open to the public; (2) reasonable notice of such meetings shall be given; and (3) minutes of the meetings shall be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, Section 286.011, Florida Statutes (Florida's Government in the Sunshine Law), also applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private

entity, then, to the extent that private entity is performing that public purpose, Section 286.011, Florida Statutes, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then Section 286.011, Florida Statutes, (Government in the Sunshine Law) applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Chapter 119, Florida Statutes (Florida's Public Records Law), provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of chapter 119, Florida Statutes.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Program Budget and Scope of Work - Attachment A and B - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, [Records@em.myflorida.com](mailto:Records@em.myflorida.com), or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

**(11)AUDITS**

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §

200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. § 200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit shall be received by the Division no later than nine (9) months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingleAudit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<https://facides.census.gov>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

[DEMSingleAudit@em.myflorida.com](mailto:DEMSingleAudit@em.myflorida.com)

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. § 200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in Attachment B-Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than thirty (30) days after the end of each quarter of the program year and shall be sent each quarter until submission of the close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or thirty (30) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with Attachments A and B of this Agreement.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment B.

(13)MONITORING.

a. Consistent with 2 C.F.R. § 200.328 the Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, On-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division shall monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

c. As defined in section 200.310 Insurance Coverage: The non-federal entity shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any events of default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete, or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. The Division may Administratively close an Agreement. The Division may use the administrative close-out process when a Sub-Recipient is not responsive to reasonable efforts to collect required reports needed to complete the standard close-out process. The Division shall make three (3) written attempts to collect required reports before initiating administrative close-out. In addition, if an agreement is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards. If the Division needs to administratively close an agreement, this may negatively impact a Sub-Recipient's ability to obtain future funding; and

g. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies shall not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives

any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it shall not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

**(17) TERMINATION**

a. The Division may terminate this Agreement for cause after thirty days (30) written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for cause after rejecting an appeal submitted due to noncompliance, nonactivity, and/or a lack of expenditures for four (4) consecutive quarterly reporting periods.

c. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar days prior written notice.

d. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment shall state the effective date of the termination and the procedures for proper closeout of the Agreement.

e. In the event that this Agreement is terminated, the Sub-Recipient shall not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient shall cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice shall be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

**(18) PROCUREMENT**

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. § 200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records shall include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. § 200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least ten (10) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. § 200.320(a)(1) or procurements by small purchase procedures pursuant to 2 C.F.R. § 200.320(a)(2), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within seven (7) business days. Consistent with 2 C.F.R. § 200.325, the Division shall review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the

terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the seven (7) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

- i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

- ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

- f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. effected

- g. As required by 2 C.F.R. § 200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

- h. As required by 2 C.F.R. § 200.319(b) contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. The Sub-Recipient or pass-thru entity shall disclose to the Division, in writing, any real or potential conflict of interest that may arise during the administration of the Federal award, as defined by federal statutes or regulations, or their own existing policies, within five (5) days of learning of the conflict of interest. "Conflict of interest" is considered as any situation where an employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, business relationship, or professional relationship, with a recipient or Sub-Recipient.

- i. As required by 2 C.F.R. § 200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;

- ii. Require unnecessary experience or excessive bonding;

- iii. Use noncompetitive pricing practices between firms or between affiliated companies;

- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

j. "Except in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. § 200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

k. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. § 200.320(b)(1) as well as section 287.057(1)(a), Florida Statutes.

l. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. § 200.320(b)(2) as well as section 287.057(1)(b), Florida Statutes.

m. For each subcontract, the Sub-Recipient shall provide information to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes, except for the requirement the subcontractor be domiciled in Florida, on the required Procurement Method Report (Form 5). Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. § 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

n. The Federal Emergency Management Agency (FEMA) has developed helpful resources for Sub-Recipients using federal grant funds for procurements. These resources are generally available at <https://www.fema.gov/grants/procurement>. FEMA periodically updates this resource page so please check back for the latest information. While not all the provisions discussed in the resources are applicable to this subgrant agreement, the Sub-Recipient may find these resources helpful when drafting its solicitation and contract for compliance with the Federal procurement standards outlined in 2 C.F.R. §§ 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200.

**(19) ATTACHMENTS AND EXHIBITS**

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
- i. Exhibit 1 - Funding Sources
  - ii. Exhibit 2 – Certification Regarding Telecommunications and Video Restrictions
  - iii. Exhibit 3 – Certification Regarding Lobbying
  - iv. Exhibit 4 - Certification Regarding Fusion Center Analyst Requirements
  - v. Attachment A – Program Budget
  - vi. Attachment B – Scope of Work
  - vii. Attachment C – Deliverables and Performance
  - viii. Attachment D – Program Statutes and Regulations
  - ix. Attachment E – Justification of Advance Payment
  - x. Attachment F – Warranties and Representations
  - xi. Attachment G – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - xii. Attachment H – Statement of Assurances
  - xiii. Attachment I – Mandatory Contract Provisions
  - xiv. Attachment J – Financial and Program Monitoring Guidelines
  - xv. Attachment K – EHP Guidelines
  - xvi. Attachment L – Reimbursement Checklist
  - xvii. Attachment M– Foreign Country of Concern Affidavit – Personal Identifying Information Contract

**(20)PAYMENTS**

a. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within thirty (30) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. Any advance payment under this Agreement is subject to 2 C.F.R. § 200.305 and, as applicable, section 216.181(16), Florida Statutes. All requests for advance payments shall be reviewed and considered on a case-by-case basis. All advances are required to be held in an interest-bearing account and shall not exceed fifty percent of the grant award. If an advance payment is requested, an estimated expense table and justification statement shall be included in this Agreement. All advance

requests shall be submitted at the time of execution of the original agreement, unless an Environmental Historical Preservation (EHP) review is required. If an EHP is required advance payments shall not be processed until approval from FEMA has been received. Advance requests can only be made by completing Attachment E and shall specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. The laws of the State of Florida shall govern this Agreement. The Division and the Sub-Recipient submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to this Agreement. Further, the Sub-Recipient hereby waives any and all privileges and rights relating to venue it may have under chapter 47, Florida Statutes, and any and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. The Sub-Recipient hereby submits to venue in the county chosen by the Division, to wit: Leon County, Florida.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list shall not submit a bid on a contract to provide any goods or services to a public entity, shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the Federal Government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five (5) year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five (5) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

**h. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment G) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form shall be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the

provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida shall not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

m. Unless preempted by federal law, the Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. § 200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No federal appropriated funds have been paid or shall be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

v. If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors, as applicable, shall sign Attachment M – Certification Regarding Lobbying.

**(24) COPYRIGHT, PATENT AND TRADEMARK**

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida shall seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose shall indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. § 60-1.4(b), the Sub-Recipient hereby agrees that it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees

and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants shall receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted

by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and shall carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under federal law, it shall incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### (28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

#### (29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract shall include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and shall report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

#### (30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. §

180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**(31) BYRD ANTI-LOBBYING AMENDMENT**

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract shall include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If the Sub-Recipient enters into a contract with a subcontractor for an award of \$100,000 or more, the subcontractor shall sign Exhibit 3 – Certification Regarding Lobbying.

**(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. § 200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient shall take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

### (33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT: ORANGE COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Name and Title: John W. Mina, Sheriff of Orange County

Date: \_\_\_\_\_

FID# 59-6000776

*If signing electronically: By providing this electronic signature, I am attesting that I understand that electronic signatures are legally binding and have the same meaning as handwritten signatures. I am also confirming that internal controls have been maintained, and that policies and procedures were properly followed to ensure the authenticity of the electronic signature.*

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*This statement is to certify that I confirm that this electronic signature is to be the legally binding equivalent of my handwritten signature and that the data on this form is accurate to the best of my knowledge.*

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

By: Linda McWhorter Preparedness BC

for: Name and Title: Kevin Guthrie, Executive Director

Date: 25 March 2024

APPROVED AS TO FORM AND LEGALITY  
FOR THE RELIANCE OF THE SHERIFF  
OF ORANGE COUNTY, FLORIDA

Danahy Bul  
DATE: 12/5/2023

EXHIBIT – 1

Federal Programs and Resources Awarded

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program: HOMELAND SECURITY GRANT PROGRAM

Federal Agency: U.S. Department of Homeland Security, Federal Emergency Management

Catalog of Federal Domestic Assistance title and number: 97.067

Award amount: \$ 3,610,000.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

Federal Program: HOMELAND SECURITY GRANT PROGRAM

List applicable compliance requirements as follows:

1. Sub-Recipient is to use funding to perform eligible activities as identified FY 2023 Department of Homeland Security Notice of Funding Opportunity.
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or shall not be in compliance with the terms of the Agreement.
3. Sub-Recipient shall comply with specific laws, rules, or regulations that pertain to how the awarded resources shall be used or how eligibility determinations are to be made.

NOTE: 2 C.F.R. Part 200, and section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Sub-Recipient.

**Sub-Recipient: ORANGE COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Date: 12.13.23

John W. Mina, Sheriff of Orange County

Printed Name and Title

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## EXHIBIT – 2

### Certification Regarding Telecommunications and Video Restrictions

Effective August 13, 2020, DHS/FEMA Sub-Recipients, as well as their contractors and subcontractors, shall not use grant funds under the Nonprofit Security Grant Program covered by this Agreement and provided in FY 2023 or previous years to:

1. Procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract to procure or obtain any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology of any system; or
2. Enter into, extend or renew contracts with entities that use or provide, as part of its performance of this agreement or any other contractual instrument, any equipment, system, or service that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system.

This prohibition regarding certain telecommunications and video surveillance services or equipment is mandated by section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018), and 2 C.F.R. § 200.216, 200.327, 200.471, AND Appendix II to 2 C.F.R. Part 200. Sub-Recipients may use DHS/FEMA grant funding to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the FY 2023 Preparedness Grants Manual, applicable appendix to the Manual, and applicable NOFO. DHS/FEMA shall publish additional guidance in a subsequent Information Bulletin or similar notice. Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered telecommunications equipment or services means:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

In the event the Sub-Recipient identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance or at any time or by any other source, the Sub-Recipient shall report the information to the Division:

1. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
2. Within ten (10) business days of submitting the aforementioned information: Any further available information about mitigation actions undertaken or recommended. In addition, the Sub-Recipient

shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that shall be incorporated to prevent future use or submission of covered telecommunications equipment or services.

**Sub-Recipient: ORANGE COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Date: \_\_\_\_\_

John W. Mina, Sheriff of Orange County  
Printed Name and Title

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32

APPROVED AS TO FORM AND LEGALITY  
FOR THE RELIANCE OF THE SHERIFF  
OF ORANGE COUNTY, FL, ONLY

DATE: \_\_\_\_\_

Dorothy Burt  
12/5/2023

EXHIBIT – 3

CERTIFICATION REGARDING LOBBYING

Check the appropriate box:

- ☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement shall exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement shall be equal to or less than \$100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or shall be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Sub-Recipient/subcontractor's Authorized Official

John W. Mina, Sheriff of Orange County  
Name and Title of Sub-Recipient/subcontractor's Authorized Official

\_\_\_\_\_  
Date

12.13.23

33

APPROVED AS TO FORM AND LEGALITY  
FOR THE RELIANCE OF THE SHERIFF  
OF ORANGE COUNTY, FL, ONLY

Dorothy Buhl  
DATE: 12/5/2023

## EXHIBIT – 4

### Certification Regarding Fusion Center Analyst Requirements

State and urban area fusion centers receiving SHSP or UASI grant funds will be evaluated based on compliance with the guidance and requirements for the National Network as set forth by DHS Intelligence and Analysis (I&A) through the annual Fusion Center Assessment.

Through the Program Performance Report (PPR), fusion centers will report on the compliance with measurement requirements within the fusion centers through the annual Fusion Center Assessment managed by DHS I&A and reported to FEMA. Subrecipients will be required to provide information regarding their information sharing partnerships, including how they will identify, address, and overcome any existing laws, policies, and practices that prevent information sharing, via the Information and Intelligence National Priority Investment and supporting data via the annual Fusion Center Assessment.

**Documentation of the satisfactory submission of the completed Program Performance Report through the Fusion Center Assessment will be required prior to reimbursement of grant funds.**

### Fusion Center Performance Measures

| Reference Number | Performance Measures                                                                                                                                                                                                                                                                                    |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2023.1           | Percentage of federal Information Intelligence Reports (IIRs) originating from fusion center information that address a specific Intelligence Community need                                                                                                                                            |
| 2023.2           | Percentage of federal IIRs originating from fusion center information that the Intelligence Community otherwise used in performing its mission (e.g., contained first-time reporting; corroborated existing information; addressed a critical intelligence gap; or helped to define an issue or target) |
| 2023.3           | Number of SARs vetted and submitted by fusion centers that result in the initiation or enhancement of an investigation by the FBI                                                                                                                                                                       |
| 2023.4           | Number of SAR vetted and submitted by fusion centers that involve an individual on the Watchlist                                                                                                                                                                                                        |
| 2023.5           | Percentage of Requests for Information (RFIs) from the Terrorist Screening Center (TSC) for which fusion centers provided information for a TSC case file                                                                                                                                               |
| 2023.6           | Percentage of I&A Watchlist nominations that were initiated or updated existing case files based on information provided by fusion centers                                                                                                                                                              |
| 2023.7           | Number of distributable analytic products co-authored by one or more fusion centers and/or federal agencies                                                                                                                                                                                             |
| 2023.8           | Percentage of fusion center distributable analytic products that address Homeland Security topics                                                                                                                                                                                                       |
| 2023.9           | Percentage of fusion center distributable analytic products that address state/local customer information needs                                                                                                                                                                                         |
| 2023.10          | Percentage of key customers reporting that fusion center products are relevant                                                                                                                                                                                                                          |
| 2023.11          | Percentage of key customers reporting that fusion center services are relevant                                                                                                                                                                                                                          |
| 2023.12          | Percentage of key customers reporting that fusion center products are timely for mission needs                                                                                                                                                                                                          |
| 2023.13          | Percentage of key customers reporting that fusion center services are timely for mission needs                                                                                                                                                                                                          |
| 2023.14          | Percentage of key customers reporting that fusion center products influenced their decision making related to threat response activities within their AOR                                                                                                                                               |
| 2023.15          | Percentage of key customers reporting that fusion center services influenced their decision making related to threat response activities within their AOR                                                                                                                                               |
| 2023.16          | Percentage of key customers reporting that fusion center products resulted in increased situational awareness of threats within their AOR                                                                                                                                                               |
| 2023.17          | Percentage of key customers reporting that fusion center services resulted in increased situational awareness of threats within their AOR                                                                                                                                                               |
| 2023.18          | Number of tips and leads vetted by the fusion center                                                                                                                                                                                                                                                    |

|         |                                                                                                                       |
|---------|-----------------------------------------------------------------------------------------------------------------------|
| 2023.19 | Number of tips and leads vetted by the fusion center that were provided to other F/SLTT agencies for follow up action |
| 2023.20 | Number of responses to RFIs from all sources                                                                          |
| 2023.21 | Number of situational awareness products developed and disseminated by fusion centers                                 |
| 2023.22 | Number of case support and/or tactical products developed and disseminated by fusion centers                          |
| 2023.23 | Percentage of federally designated special events in which fusion centers played a direct role                        |
| 2023.24 | Percentage of federally declared disasters in which fusion centers played a direct role                               |
| 2023.25 | Number of public safety incidents in which fusion centers played a direct role                                        |

**Sub-Recipient: ORANGE COUNTY SHERIFF'S OFFICE**

By: \_\_\_\_\_

Date: 12.13.23

John W. Mina, Sheriff of Orange County  
Printed Name and Title

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APPROVED AS TO FORM AND LEGALITY  
FOR THE RELIANCE OF THE SHERIFF  
OF ORANGE COUNTY, FL, ONLY

Deputy Paul  
DATE: 12/5/2023

## ATTACHMENT A

### Program Budget

Below is a general budget which outlines eligible categories and their allocation under this award. The Sub-Recipient is to utilize the "Program Budget" as a guide for completing the "Budget Detail Worksheet" below.

The Equipment category will require Authorized Equipment List (AEL) reference number. The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs. The intended audience of this tool is emergency managers, first responders, and other homeland security professionals. The list consists of 21 equipment categories divided into sub-categories, tertiary categories, and then individual equipment items. The AEL can be found at <http://www.fema.gov/authorized-equipment-list>.

**The *transfer of funds between the categories* listed in the "Program Budget and Scope of Work" is permitted. However, the *transfer of funds between Issues* is strictly prohibited.**

| FY 2023 Homeland Security Grant Program – Urban Area Security Initiative                             |                                           |                                                                                                                                                                                  |                  |
|------------------------------------------------------------------------------------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Grant                                                                                                | Sub-Recipient Agency                      | Category/Issue                                                                                                                                                                   | Amount Allocated |
| FY 2023 - State Homeland Security Grant Program – Urban Area Security Initiative<br><b>Issue #45</b> | <b>ORANGE COUNTY<br/>SHERIFF'S OFFICE</b> | Award Allocation – <b>Issue</b>                                                                                                                                                  | \$3,800,000.00   |
|                                                                                                      |                                           | State Management & Administration withheld 5%                                                                                                                                    | \$190,000.00     |
|                                                                                                      |                                           | Expendable Award Allocation after 5% reduction                                                                                                                                   | \$3,610,000.00   |
|                                                                                                      |                                           | LETP-Type Activities (25% of award allocation) This amount is not in addition to the remaining award amount but instead signifies the amount needed to meet the 25% requirement. | \$950,000.00     |
|                                                                                                      |                                           | Management and Administration (the dollar amount which corresponds to 5% of the total local agency allocation is shown in the column on the right).                              | \$ 180,500.00    |
| Total Award                                                                                          |                                           | \$3,610,000.00                                                                                                                                                                   |                  |
| State M & A costs                                                                                    |                                           | \$190,000.00                                                                                                                                                                     |                  |

# BUDGET DETAIL WORKSHEET

The Sub-Recipient is required to provide a completed budget detail worksheet, to the Division, which accounts for the total award as describe in the "Proposed Program Budget".

If any changes need to be made to the "Budget Detail Worksheet", after the execution of this agreement, contact the Grant Manager listed in this agreement via email or letter.

| Allowable Planning Costs                                                                                                                         | Quantity | Unit Cost  | Total Cost    | Issue #   |
|--------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|---------------|-----------|
| Developing hazard/threat-specific annexes                                                                                                        |          |            |               |           |
| Developing and implementing homeland security support programs and adopting ongoing DHS/FEMA national initiatives                                |          |            |               |           |
| Developing related terrorism and other catastrophic event prevention activities                                                                  | 1        | 59,700.00  | \$ 59,700.00  | 45-WebEOC |
| Developing and enhancing plans and protocols                                                                                                     |          |            |               |           |
| Developing or conducting assessments                                                                                                             |          |            |               |           |
| Hiring of full- or part-time staff or contract/consultants to assist with planning, engagement, and volunteer management activities              |          |            |               |           |
| Materials required to conduct planning, engagement, and volunteer management activities                                                          | 1        | 150,000.00 | \$ 150,000.00 | 45-EM     |
| Travel/per diem related to planning, engagement, and volunteer management activities                                                             |          |            |               |           |
| Overtime and backfill costs (in accordance with operational Cost Guidance)                                                                       |          |            |               |           |
| Activities to achieve planning inclusive of people with disabilities and others with access and functional needs and limited English proficiency |          |            |               |           |
| Coordination with Citizen Corps Councils for public information/education and development of volunteer programs                                  |          |            |               |           |
| Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs        |          |            |               |           |
| Update governance structures and processes and plans for emergency communications                                                                |          |            |               |           |
| Development, and review and revision of continuity of operations plans                                                                           |          |            |               |           |
| Development, and review and revision of the THIRA/SPR continuity of operations plans                                                             |          |            |               |           |
| Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities            |          |            |               |           |
| TOTAL PLANNING EXPENDITURES                                                                                                                      |          |            | \$ 209,700.00 |           |
| Allowable Organizational Activities (HSGP and LETP)                                                                                              | Quantity | Unit Cost  | Total Cost    | Issue #   |
| Program management                                                                                                                               |          |            |               |           |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                  |                   |                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|-------------------|----------------|
| Development of whole community partnerships                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 |                  |                   |                |
| Structures and mechanisms for information sharing between the public and private sector                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                  |                   |                |
| Implementing models, programs, and workforce enhancement initiatives                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                  |                   |                |
| Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 |                  |                   |                |
| Operational support                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                 |                  |                   |                |
| Utilization of standardized resource management concepts                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                  |                   |                |
| Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS), or needs in resulting from a National Special Security Event                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                  |                   |                |
| Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                  |                   |                |
| Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                  |                   |                |
| Hiring of new staff positions/contractors/consultants for participation in information/intelligence analysis and sharing groups or fusion center activities (up to 50 percent of the allocation)                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                  |                   |                |
| Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses                                                                                                                                                                                                                                                                                                                                                                       |                 |                  |                   |                |
| Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                 |                  |                   |                |
| Cost of migrating online services to the ".gov" domain                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                  |                   |                |
| <b>TOTAL ORGANIZATIONAL EXPENDITURES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                  | <b>\$</b>         |                |
| <b>Allowable Exercise Costs</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b> | <b>Issue #</b> |
| Design, Develop, Conduct and Evaluate an Exercise                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                  |                   |                |
| Full or Part-Time Staff or Contractors/Consultants - Full or part-time staff may be hired to support exercise-related activities. Payment of salaries and fringe benefits must be in accordance with the policies of the state or local unit(s) of government and have the approval of the state or the awarding agency, whichever is applicable. The services of contractors/consultants may also be procured to support the design, development, conduct and evaluation of CBRNE exercises. The applicant's formal written procurement policy or the Federal Acquisition Regulations (FAR) must be followed. |                 |                  |                   |                |
| Overtime and backfill costs – Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in FEMA exercises                                                                                                                                                                                                                                                                                                                                                                                                                                         |                 |                  |                   |                |
| Implementation of HSEEP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                  |                   |                |

|                                                                                                                                                                                                                                   |                 |                  |                   |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|-------------------|----------------|
| Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs                                                                                                                 |                 |                  |                   |                |
| Travel - Travel costs (i.e., airfare, mileage, per diem, hotel, etc.) are allowable as expenses by employees who are on travel status for official business related to the planning and conduct of the exercise project(s).       |                 |                  |                   |                |
| Supplies - Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment). |                 |                  |                   |                |
| Interoperable communications exercises                                                                                                                                                                                            |                 |                  |                   |                |
| Activities to achieve planning inclusive of people with limited English proficiency                                                                                                                                               |                 |                  |                   |                |
| <b>TOTAL EXERCISE EXPENDITURES</b>                                                                                                                                                                                                |                 |                  | <b>\$</b>         |                |
| <b>Allowable Training Costs</b>                                                                                                                                                                                                   | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b> | <b>Issue #</b> |
| Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes                                                                                                |                 |                  |                   |                |
| Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training                                                                                                        |                 |                  |                   |                |
| Training Workshops and Conferences                                                                                                                                                                                                |                 |                  |                   |                |
| Activities to achieve training inclusive of people with disabilities and others with access and functional needs and limited English proficiency                                                                                  |                 |                  |                   |                |
| Full or Part-Time Staff or Contractors/Consultants                                                                                                                                                                                |                 |                  |                   |                |
| Travel                                                                                                                                                                                                                            |                 |                  |                   |                |
| Supplies are items that are expended or consumed during the course of the planning and conduct of the exercise project(s) (e.g., copying paper, gloves, tape, non-sterile masks, and disposable protective equipment).            |                 |                  |                   |                |
| Instructor certification/re-certification                                                                                                                                                                                         |                 |                  |                   |                |
| Coordination with Citizen Corps Councils in conducting training exercises                                                                                                                                                         |                 |                  |                   |                |
| Interoperable communications training                                                                                                                                                                                             |                 |                  |                   |                |
| Activities to achieve training inclusive people with limited English proficiency                                                                                                                                                  |                 |                  |                   |                |
| Immigration enforcement training                                                                                                                                                                                                  |                 |                  |                   |                |
| <b>TOTAL TRAINING EXPENDITURES</b>                                                                                                                                                                                                |                 |                  | <b>\$</b>         |                |

| <b>Eligible Equipment Acquisition Costs</b><br>The table below highlights the allowable equipment categories for this award. A comprehensive listing of these allowable equipment categories, and specific equipment eligible under each category, are listed on the web-based version of the Authorized Equipment List (AEL) at <a href="http://www.fema.gov/authorized-equipment-list">http://www.fema.gov/authorized-equipment-list</a> . |          |            |               |                     |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|---------------|---------------------|--|
|                                                                                                                                                                                                                                                                                                                                                                                                                                              | Quantity | Unit Cost  | Total Cost    | Issue #             |  |
| <b>Personal protective equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                         |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| <b>Explosive device mitigation and remediation equipment</b>                                                                                                                                                                                                                                                                                                                                                                                 |          |            |               |                     |  |
| OFD Bomb X-Ray 02EX-01-XRAP                                                                                                                                                                                                                                                                                                                                                                                                                  | 1        | 128,000.00 | \$ 128,000.00 | 45-OFD Bomb         |  |
| OFD Bomb PAN 02EX-02-TLPB                                                                                                                                                                                                                                                                                                                                                                                                                    | 1        | 21,000.00  | \$ 21,000.00  | 45-OFD Bomb         |  |
| OFD Bomb Firing System 02EX-02-TLRO                                                                                                                                                                                                                                                                                                                                                                                                          | 1        | 25,912.00  | \$ 25,912.00  | 45-OFD Bomb         |  |
| <b>CBRNE operational search and rescue equipment</b>                                                                                                                                                                                                                                                                                                                                                                                         |          |            |               |                     |  |
| OPD SWAT Throwbots 03OE-07-ROBT                                                                                                                                                                                                                                                                                                                                                                                                              | 1        | 72,000.00  | \$ 72,000.00  | 45-OPD SWAT         |  |
| USAR Air Bags 03SR-01-ABAG                                                                                                                                                                                                                                                                                                                                                                                                                   | 1        | 17,000.00  | \$ 17,000.00  | 45-USAR             |  |
| OCSO SWAT Quadrapedal Unmanned Vehicle 03OE-07-ROBT                                                                                                                                                                                                                                                                                                                                                                                          | 1        | 365,000.00 | \$ 365,000.00 | 45-OCSO SWAT        |  |
| <b>Information technology</b>                                                                                                                                                                                                                                                                                                                                                                                                                |          |            |               |                     |  |
| Election Security 04AP-04-RISK                                                                                                                                                                                                                                                                                                                                                                                                               | 1        | 15,000.00  | \$ 15,000.00  | 45-Election         |  |
| Election Security 04HW-01-INHW                                                                                                                                                                                                                                                                                                                                                                                                               | 1        | 62,000.00  | \$ 62,000.00  | 45-Election         |  |
| <b>Cybersecurity enhancement equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                   |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| <b>Interoperable communications equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                |          |            |               |                     |  |
| OPD Interop Mobile Comm Tower 06CP-03-TOWR                                                                                                                                                                                                                                                                                                                                                                                                   | 1        | 266,203.00 | \$ 266,203.00 | 45-OPD Interop      |  |
| <b>Detection Equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                                   |          |            |               |                     |  |
| OFD HazMat 07RD-04-SGND                                                                                                                                                                                                                                                                                                                                                                                                                      | 1        | 35,200.00  | \$ 35,200.00  | 45-HazMat           |  |
| OFD HazMat 07RD-02-PRDA                                                                                                                                                                                                                                                                                                                                                                                                                      | 1        | 63,100.00  | \$ 63,100.00  | 45-HazMat           |  |
| OFD HazMat 07CD-01-DPRS                                                                                                                                                                                                                                                                                                                                                                                                                      | 1        | 108,000.00 | \$ 108,000.00 | 45-HazMat           |  |
| <b>Decontamination Equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                             |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| <b>Medical supplies</b>                                                                                                                                                                                                                                                                                                                                                                                                                      |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| <b>Power equipment (generators, batteries, power cells)</b>                                                                                                                                                                                                                                                                                                                                                                                  |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| <b>CBRNE Reference Materials</b>                                                                                                                                                                                                                                                                                                                                                                                                             |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| <b>CBRNE Incident Response Vehicles</b>                                                                                                                                                                                                                                                                                                                                                                                                      |          |            |               |                     |  |
| St. Cloud SWAT Mobile Camera Trailer 12TR-00-TEQP                                                                                                                                                                                                                                                                                                                                                                                            | 1        | 20,000.00  | \$ 20,000.00  | 45-St. Cloud SWAT   |  |
| <b>Terrorism Incident Prevention Equipment</b>                                                                                                                                                                                                                                                                                                                                                                                               |          |            |               |                     |  |
| Fusion Center 13IT-00-DACQ                                                                                                                                                                                                                                                                                                                                                                                                                   | 1        | 104,800.00 | \$ 104,800.00 | 45-CFIX             |  |
| <b>Physical Security Enhancement Equipment</b>                                                                                                                                                                                                                                                                                                                                                                                               |          |            |               |                     |  |
| Election Security 14SW-01-PACS                                                                                                                                                                                                                                                                                                                                                                                                               | 1        | 35,000.00  | \$ 35,000.00  | 45-Election         |  |
| Region School Video Integration & Comm Platform 14SW-01-VIDA                                                                                                                                                                                                                                                                                                                                                                                 | 1        | 500,000.00 | \$ 500,000.00 | 45-Reg School       |  |
| Regional LPRs 14SW-01-VIDA                                                                                                                                                                                                                                                                                                                                                                                                                   | 1        | 761,900.00 | \$ 761,900.00 | 45-Reg LPRs         |  |
| St. Cloud SWAT Mobile Camera Kit 14SW-01-VIDA                                                                                                                                                                                                                                                                                                                                                                                                | 1        | 80,000.00  | \$ 80,000.00  | 45-St. Cloud SWAT   |  |
| Lake Cty Critical Comm Infrastructure 14SW-01-VIDA                                                                                                                                                                                                                                                                                                                                                                                           | 1        | 129,885.00 | \$ 129,885.00 | 45-Lake Cty Interop |  |
| <b>Inspection and Screening Systems</b>                                                                                                                                                                                                                                                                                                                                                                                                      |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| <b>Animal Care and Foreign Animal Disease</b>                                                                                                                                                                                                                                                                                                                                                                                                |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| <b>CBRNE Prevention and Response watercraft</b>                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| USAR Inflatable Rescue Boat 17WC-00-BOAT                                                                                                                                                                                                                                                                                                                                                                                                     | 1        | 15,000.00  | \$ 15,000.00  | 45-USAR             |  |
| <b>CBRNE Prevention and Response Unmanned Aircraft</b>                                                                                                                                                                                                                                                                                                                                                                                       |          |            |               |                     |  |
| OCSO Aviation Thermal Camera 18AC-00-ACUP                                                                                                                                                                                                                                                                                                                                                                                                    | 1        | 465,000.00 | \$ 465,000.00 | 45-OCSO Aviation    |  |
| <b>CBRNE Aviation Equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |
| <b>CBRNE Logistical Support Equipment</b>                                                                                                                                                                                                                                                                                                                                                                                                    |          |            |               |                     |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |            |               |                     |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                  |                        |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|------------------|------------------------|----------------|
| Intervention Equipment (e.g., tactical entry, crime scene processing)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                 |                  |                        |                |
| Critical emergency supplies                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                  |                        |                |
| Other authorized equipment costs (include any construction or renovation costs in this category; Written approval must be provided by FEMA prior to the use of any funds for construction or renovation)                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                  |                        |                |
| Election Security Training 21GN-00-TRNG                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | 1               | 2,000.00         | \$ 2,000.00            | 45-Election    |
| <b>TOTAL EQUIPMENT EXPENDITURES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |                  | <b>\$ 3,292,000.00</b> |                |
| <b>Eligible Management and Administration Costs:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>Quantity</b> | <b>Unit Cost</b> | <b>Total Cost</b>      | <b>Issue #</b> |
| Hiring of full-time or part-time staff or contractors/consultants: to assist with the management of the respective grant program; application requirements, and compliance with reporting and data collection requirements THIRA/SPR                                                                                                                                                                                                                                                                                                                                                                                              | 1               | 98,300.00        | \$ 98,300.00           | 45-M&A         |
| Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                 |                  |                        |                |
| Overtime and backfill costs – Overtime expenses are defined as the result of personnel who worked over and above 40 hours of weekly work time in the performance of FEMA – approved activities within the scope of this grant. Backfill Costs also called "Overtime as Backfill" are defined as expenses from the result of personnel who are working overtime in order to perform the duties of other personnel who are temporarily assigned to FEMA – approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of Full – Time Equivalent (FTEs) employees. |                 |                  |                        |                |
| Travel expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 1               | 5,000.00         | \$ 5,000.00            |                |
| Meeting-related expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                 |                  |                        |                |
| Authorized office equipment: including personal computers, laptop computers, printers, LCD projectors, and other equipment or software which may be required to support the implementation of the homeland security strategy.                                                                                                                                                                                                                                                                                                                                                                                                     | 1               | 5,000.00         | \$ 5,000.00            |                |
| The following are allowable only within the agreement period: Recurring fees/charges associated with certain equipment, such as cell phones, faxes<br>Leasing and/or renting of space for newly hired personnel to administer programs within the grant program.                                                                                                                                                                                                                                                                                                                                                                  |                 |                  |                        |                |
| Completing the Civil Rights Evaluation Tool                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                 |                  |                        |                |
| Conducting activities related to evaluating project effectiveness for HSGP-funded projects                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                 |                  |                        |                |
| <b>TOTAL M&amp;A EXPENDITURES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                  | <b>\$ 108,300.00</b>   |                |
| <b>TOTAL AWARD EXPENDITURES</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                 |                  | <b>\$ 3,610,000.00</b> |                |

**ATTACHMENT B**  
**SCOPE OF WORK**

Sub-Recipients shall comply with all the requirements in 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards).

The purpose of the FY 2023 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. Funding is provided to perform eligible activities as identified in the Domestic Homeland Security – Federal Emergency Management Agency National Preparedness Directorate Fiscal Year 2023 Homeland Security Grant Program (HSGP), consistent with the Department of Homeland Security State Strategy. Eligible activities are outlined in the Scope of Work for each category below:

- I. **Issue and Project Description – Issue 45: The Urban Area Security Initiative (UASI)** has allowable Management and Administration (M&A) costs associated with it. The Division of Emergency Management, as the designated State Administrative Agency, will retain five (5) percent of the total UASI amount allocated to Florida for M&A purposes. These funds will provide the SAA with the means to manage and administer the UASI grant. The proper management and administration of these funds ensures that each project listed will be fulfilled, or partially fulfilled, more efficiently while remaining in compliance with the DHS Federal Fiscal Year 2023 Homeland Security Grant Program Guidance.
- II. **Categories and Eligible Activities**  
FY 2023 allowable costs are divided into the following categories for this agreement: **Planning, Organizational, Exercise, Training, Equipment and Management and Administration**. Each category's allowable costs have been listed in the "Budget Detail Worksheet" above.
  - A. **Allowable Planning Related Costs**  
HSGP funds may be used for a range of emergency preparedness and management planning activities such as those associated with the development, review, and revision of the THIRA, SPR, continuity of operations plans, and other planning activities that support the Goal and placing an emphasis on updating and maintaining a current EOP that conforms to the guidelines outlined in *CPG 101 v 2.0*. Planning efforts may include:
    - Developing hazard/threat-specific annexes that incorporate the range of prevention, protection, response, and recovery activities;
    - Developing and implementing homeland security support programs and adopting DHS/FEMA national initiatives;
    - Developing related terrorism and other catastrophic event prevention activities;
    - Developing and enhancing plans and protocols;
    - Developing or conducting assessments;
    - Hiring of full-or part-time staff or contract/consultants to assist with planning activities (not for the purpose of hiring public safety personnel fulfilling traditional public safety duties);
    - Materials required to conduct planning activities;
    - Travel/per diem related to planning activities;
    - Overtime and backfill costs (in accordance with operational Cost Guidance);
    - Issuance of WHTI-compliant Tribal identification card;
    - Activities to achieve planning inclusive of people with disabilities and others with access and functional needs;
    - Coordination with Citizen Corps Councils for public information/education and development of volunteer programs;
    - Coordination and material support to Citizen Corps Councils and local firehouses for the establishment, training and maintenance of CERTs
    - Update governance structures and processes and plans for emergency communications;
    - Development, and review and revision of continuity of operations plans;
    - Development, and review and revision of the THIRA/SPR continuity of operations plans;

- Developing or conducting equity assessments to address planning and preparedness disparities for historically underserved communities
- Activities to achieve planning inclusive of people with limited English proficiency.

Planning efforts can also include conducting risk and resilience assessments on increasingly connected cyber and physical systems, on which security depends, using the Infrastructure Resilience Planning Framework and related Cybersecurity and Infrastructure Security Agency (CISA) resources. Additionally, SHSP and UASI funds may be used for planning efforts related to state court cybersecurity, 911 call capabilities, alert and warning capabilities, and implementation of the REAL ID Act (Pub. L. No. 109-13).

**B. Allowable Organization Related Costs (HSGP and UASI Only)**

Sub-Recipients proposed expenditures of HSGP or UASI funds to support organization activities include:

- Program Management;
- Development of whole community partnerships;
- Structures and mechanisms for information sharing between the public and private sector;
- Implementing models, programs, and workforce enhancement initiatives;
- Tools, resources, and activities that facilitate shared situational awareness between the public and private sectors;
- Operational Support;
- Utilization of standardized resource management concepts;
- Responding to an increase in the threat level under the National Terrorism Advisory System (NTAS) or needs resulting from a National Special Security Event;
- Reimbursement for select operational expenses associated with increased security measures at critical infrastructure sites incurred (up to 50 percent of the allocation)
- Migrating online services to the “.gov” internet domain; and
- Overtime for information, investigative, and intelligence sharing activities (up to 50 percent of the allocation)
- Paying salaries and benefits for personnel to serve as qualified Intelligence Analysts. Per the Personnel Reimbursement for Intelligence Cooperation and Enhancement (PRICE) of Homeland Security Act, Pub. L. No. 110-412, § 2, codified in relevant part, as amended, at 6 U.S.C. § 609(a), HSGP and UASI funds may be used to hire new staff and/or contractor positions to serve as intelligence analysts to enable information/intelligence sharing capabilities, as well as support existing intelligence analysts previously covered by HSGP or UASI funding. See 6 U.S.C. § 609(a). To be hired as an intelligence analyst, staff and/or contractor personnel must meet at least one of the following criteria:
  - Complete training to ensure baseline proficiency in intelligence analysis and production within six months of being hired; and/or,
  - Previously served as an intelligence analyst for a minimum of two years either in a federal intelligence agency, the military, or state and/or local law enforcement intelligence unit.
- Hiring or maintaining staff positions/contractors/consultants at SLTT levels to deliver community preparedness training, resources and material to schools, community-based organizations, faith-based institutions and local businesses.
- Hiring or maintaining staff positions/contractors/consultants to create, support and maintain CERT or Teen CERT

**Intelligence Analyst Activities Allowable Costs (HSGP and UASI)**

All fusion center analytical personnel must demonstrate qualifications that meet or exceed competencies identified in the Common Competencies for state, local, and tribal Intelligence Analysts, which outlines the minimum categories of training needed for intelligence analysts. A

certificate of completion of such training must be on file with the SAA.

The following analytic courses have been reviewed for compliance with the *Common Competencies for State, Local, and Tribal Intelligence Analysts* and approved by FEMA for inclusion in the FEMA National Preparedness Directorate (NPD), National Training and Education Division (NTED) Course Catalog and the FEMA NPD, NTED State and Federal Sponsored Course Catalog.

These courses also meet analytic training requirements for fusion center analysts set forth in the Homeland Security Grant Program (HSGP):

- DHS Basic Intelligence and Threat Analysis Course (BITAC) (DHS-008-PREV)
- DHS Critical Thinking and Analytic Methods (CTAM) (AWR-231)
- DHS Introduction to Risk Analysis Course
- DHS Intermediate Risk Analysis Course
- DHS Principles of Intelligence Writing and Briefing (PIWB) (PER-301)
- Foundations in Intelligence Analysis Training (FIAT) (WV-001-PREV)
- Fundamentals of Suspicious Activity Reporting Analysis (DHS-034-PREV)
- Intelligence Analyst Professional Development Program (IAPDP) – Texas (DHS-032-PREV)
- Intermediate Fusion Center Analyst Training: Analysis and Terrorism Prevention (CA-026-PREV)
- Intermediate Fusion Center Analyst Training: Strategic Analysis and Oral Briefings (CA-025-PREV)
- Law Enforcement Analyst Program (FL-002-PREV)
- ODNI Analysis 101 (DHS-007-PREV)
- Suspicious Activity Reporting: The Analytic Role (DHS-035-PREV)
- Terrorism Intelligence Analysis (CA-018-PREV)

States and Urban Areas must justify proposed expenditures of HSGP or UASI funds to support organization activities within their IJ submission. All Urban Areas are allowed up to 50 percent (50%) of their UASI funding for personnel costs. At the request of a Sub-Recipient of a grant, the FEMA Administrator may grant a waiver of the 50 percent (50%) limitation noted above. Request for waivers to the personnel cap must be submitted by the SAA to GPD in writing on official letterhead, with the following information:

- Documentation explaining why the cap should be waived;
- Conditions under which the request is being submitted; and
- A budget and method of calculation of personnel costs both in percentages of the grant award and in total dollar amount. To avoid supplanting issues, the request must also include a three-year staffing history for the requesting entity.

**Organizational activities under HSGP and UASI include:**

**Operational Overtime Costs.** In support of efforts to enhance capabilities for detecting, deterring, disrupting, and preventing acts of terrorism and other catastrophic events, operational overtime costs are allowable for increased protective security measures at critical infrastructure sites or other high-risk locations and to enhance public safety during mass gatherings and high-profile events. In that regard, HSGP Sub-Recipients are urged to consider using grant funding to support soft target preparedness activities. HSGP or UASI funds may be used to support select operational expenses associated with increased security measures in the authorized categories cited below:

- Backfill and overtime expenses for staffing State or Major Urban Area fusion centers;
- Hiring of contracted security for critical infrastructure sites;
- Participation in Regional Resiliency Assessment Program (RRAP) activities;
- Public safety overtime;
- Title 32 or State Active-Duty National Guard deployments to protect critical infrastructure sites, including all resources that are part of the standard National Guard deployment package (Note:

- Consumable costs, such as fuel expenses, are not allowed except as part of the standard National Guard deployment package);
- Increased border security activities in coordination with CBP;
- National Terrorism Advisory System;
- Designated National Security Events;
- Special Event Assessment Rating (SEAR) Level 1 through 4 Events
- States of Emergency;
- National Critical Infrastructure Prioritization Program (NCIPP);
- Directed Transit Patrols; and
- Operational Support to a Federal Agency.

#### **Operational Overtime Requests:**

- Except for an elevated NTAS alert, HSGP or UASI funds may only be spent for operational overtime costs upon prior written approval by FEMA. The SAA must submit operational overtime requests in writing to its assigned FEMA Program Analyst (PA). FEMA will consider requests for special event activities up to one year in advance. However, such requests must be within the award's current period of performance and must not result in the need for a request to extend the period of performance.
- All operational overtime requests must clearly explain how the request meets the criteria of one or more of the categories listed above. Requests must address the threat environment as it relates to the event or activity requiring operational overtime support and explain how the overtime activity is responsive to the threat.
- Post-event operational overtime requests will only be considered on a case-by-case basis, where it is demonstrated that exigent circumstances prevented submission of a request in advance of the event or activity.
- Under no circumstances may DHS/FEMA grant funding be used to pay for costs already supported by funding from another federal source.
- States with UASI jurisdictions can use funds retained at the state level to reimburse eligible operational overtime expenses incurred by the state (per the above guidance limitations). Any UASI funds retained by the state must be used in direct support of the high-risk urban area. States must provide documentation to the UAWG and DHS/FEMA upon request demonstrating how any UASI funds retained by a state would directly support the high-risk urban area.
- FEMA will consult and coordinate with appropriate DHS components as necessary to verify information used to support operational overtime requests.

#### **Personnel Costs (HSGP and UASI)**

Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, training, exercise, and equipment activities. Personnel may include but are not limited to training and exercise coordinators, program managers for activities directly associated with HSGP and UASI funded activities, intelligence analysts, and Statewide interoperability coordinators (SWICs).

Sub-Recipients should refer to **Information Bulletin No. 421b**, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412 – the PRICE Act), October 30, 2019. HSGP funds may not be used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.

#### **The following definitions apply to personnel costs:**

- **Hiring.** State and local entities may use grant funding to cover the salary of newly hired personnel who are exclusively undertaking allowable DHS/FEMA grant activities as specified in this guidance. This may not include new personnel who are hired to fulfill any non-DHS/FEMA program activities under any circumstances. Hiring will always result in a net increase of Full Time Equivalent (FTE) employees.

- **Overtime.** These expenses are limited to the additional costs that result from personnel working over and above 40 hours of weekly work time as the direct result of their performance of DHS/FEMA-approved activities specified in this guidance. Overtime associated with any other activity is not eligible.
- **Backfill-Related Overtime.** Also called "Overtime as Backfill," these expenses are limited to overtime costs that result from personnel who are working overtime (as identified above) to perform the duties of other personnel who are temporarily assigned to DHS/FEMA-approved activities outside their core responsibilities. Neither overtime nor backfill expenses are the result of an increase of FTE employees.
- **Supplanting.** Grant funds will be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### C. Allowable Organization Related Costs (OPSG)

**Personnel Costs:** OPSG funds may be used for domestic travel and per diem, including costs associated with the deployment/redeployment of personnel to border areas and for travel associated with law enforcement entities assisting other local jurisdictions in law enforcement activities (travel costs must be in accordance with applicable travel regulations).

Up to 50 percent of an OPSG award may be used to pay for all personnel costs (only to the extent that such expenses are for the allowable activities within the scope of the grant). At the request of a recipient or Sub-Recipient, the FEMA Administrator (or designee) may waive the 50 percent personnel cap. Waiver decisions are at the discretion of the FEMA Administrator and will be considered on a case-by-case basis. Further, changes in scope or objective also require FEMA's prior written approval pursuant to 2 C.F.R. § 200.308(c)(1)(i). A formal OPSG personnel waiver request should:

- Be on official letterhead, include a written justification, and be signed by the local jurisdiction.
- Include a budget and method of calculation of personnel costs both in the percentage of the grant award and in total dollar amount, reflecting the change in scope or objective to the project.
- Include an approved Operations Order from the USBP Sector office that supports the local jurisdiction's written justification.
- Be coordinated with the USBP Sector, SAA, and the DHS/CBP Office of the Border Patrol (OBP).

As with all OPSG personnel costs, OPSG grant funds shall be used to supplement existing funds and will not replace (supplant) funds that have been appropriated for the same purpose. Applicants or recipients may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

### Temporary or Term Appointments

- Sub-Recipients may utilize temporary or term appointments to augment the law enforcement presence on the borders. However, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable.
- OPSG-funded temporary or term appointments may not exceed the approved period of performance.
  - For OPSG purposes, temporary appointments are non-status appointments for less than one year.
  - For OPSG purposes, term appointments are non-status appointments for one year, extendable for one year as necessary.
- OPSG funding for temporary or term appointments may pay for salary only. Benefits are not allowable expenses for term or temporary employees.

- OPSG remains a non-hiring program. Appropriate uses of temporary or term appointments include:
  - To carry out specific enforcement operations work for ongoing OPSG-funded patrols throughout the Sector Area of Operation;
  - To staff operations of limited duration; such as OPSG-enhanced enforcement patrols targeting specific locations or criminal activity; and,
  - To fill OPSG positions in activities undergoing transition or personnel shortages and local backfill policies (medical/military deployments).
- OPSG term and temporary appointments must have all necessary certifications and training to enforce state and local laws. OPSG funds will not be used to train or certify term or temporary appointments except as otherwise stated in the OPSG section of the Preparedness Grants Manual and the HSGP NOFO.
- In addition to these terms Sub-Recipients must follow their own applicable policies and procedures regarding temporary or term appointments.

**Operational Overtime Costs:** OPSG funds should be used for operational overtime costs associated with law enforcement activities in support of border law enforcement agencies for increased border security enhancement. Overtime pay is for enhanced patrol for certified public safety officers, along limited support for other law enforcement direct support personnel (e.g., Communication Officers/Dispatchers, non-sworn patrol pilots, etc.). Overtime shall be reimbursed consistent with the non-federal entity's overtime policy and the requirements as stated below:

- Overtime is time worked that exceeds the required number of hours during an employee's designated shift.
- Overtime must be worked to increase patrol capacity and be in support of identified and approved USBP border security operations.
- The OPSG overtime hourly rate of pay will be no more than the approved overtime rate per local law and policy and must be in accordance with applicable State and Federal regulations.
- All overtime expenses under OPSG must be reasonable for the services rendered and conform to the non-federal entity's established written policy, which must apply to both federally funded and non-federally funded activities and comply with the other applicable requirements under 2 C.F.R. §§ 200.430-200.431.
- The non-federal entity may not utilize OPSG funding to pay for an employee's overtime hours or pay that exceeds 16 hours worked in any 24-hour period.

#### **Unallowable Costs (OPSG)**

OPSG unallowable costs include costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses. Additional unallowable costs also include costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc. OPSG is not intended as a hiring program. Therefore, applying funds toward hiring full-time or permanent sworn public safety officers is unallowable. OPSG funding shall not be used to supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies. Finally, construction and/or renovation costs, and exercise expenses are prohibited under OPSG.

#### **D. Management and Administration (M&A)**

Management and administration (M&A) activities are those directly relating to the management and administration of HSGP funds, such as financial management and monitoring. Sub-Recipients awarded M&A costs under this agreement can retain a maximum of up to 5% of their total agreement award amount for M&A costs.

Allowable M&A activities include:

- Hiring of full-time or part-time staff or contractors/consultants:

- To assist with the management of the respective grant program.
- To assist with application requirements.
- To assist with compliance reporting and data collection requirements.
- Development of operating plans for information collection and processing necessary to respond to DHS/FEMA data calls
- Overtime and backfill costs
- Travel
- Meeting related expenses
- Authorized office equipment
- Recurring expenses such as those associated with cell phones and faxes during the period of performance of the grant program
- Leasing or renting of space for newly hired personnel during the period of performance of the grant program
- Completing the Civil Rights Evaluation Tool
- Conducting activities related to evaluating project effectiveness for HSGP-funded projects

#### **Management and Administration (M&A) (OPSG)**

Management and administration (M&A) activities are those directly relating to the management and administration of OPSG funds, such as financial management and monitoring. Recipients may retain up to 2.5% of the overall OPSG allocation prior to passing-through funding to Sub-Recipients. This funding must be deducted in an equal percentage from each Sub-Recipient. Sub-Recipients and friendly forces may retain funding for M&A purposes; however, the total amount retained cannot exceed 5 percent of the Sub-Recipient's subaward. Friendly forces are local law enforcement entities that are subordinate Sub-Recipients under OPSG. In other words, friendly forces are entities that receive a subaward from a Sub-Recipient under the OPSG program. Friendly forces must comply with all requirements of Sub-Recipients under 2 C.F.R. Part 200.

#### **E. Allowable Equipment Related Costs (SHGP and UASI)**

The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories for HSGP are listed on the Authorized Equipment List (AEL). The AEL is available at <https://www.fema.gov/authorized-equipment-list>. Some equipment items require prior approval from DHS/FEMA before obligation or purchase of the items. Please reference the grant notes for each equipment item to ensure prior approval is not required or to ensure prior approval is obtained if necessary. Unless otherwise stated, all equipment must meet all mandatory regulatory and/or DHS/FEMA-adopted standards to be eligible for purchase using these funds. In addition, recipients will be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

Grant funds may be used for the procurement of medical countermeasures. Procurement of medical countermeasures must be conducted in collaboration with State/city/local health departments who administer Federal funds from HHS for this purpose. Procurement must have a sound threat-based justification with an aim to reduce the consequences of mass casualty incidents during the first crucial hours of a response. Prior to procuring pharmaceuticals, grantees must have in place an inventory management plan to avoid large periodic variations in supplies due to coinciding purchase and expiration dates. Grantees are encouraged to enter into rotational procurement agreements with vendors and distributors. Purchases of pharmaceuticals must include a budget for the disposal of expired drugs within each fiscal year's period of performance for HSGP. The cost of disposal cannot be carried over to another FEMA grant or grant period.

The equipment, goods, and supplies ("the eligible equipment") purchased with funds provided under this agreement are for the purposes specified in "Florida's Domestic Security Strategy". Equipment purchased with these funds will be utilized in the event of emergencies, including, but not limited to, terrorism-related hazards. The Sub-Recipient shall place the equipment throughout the State of Florida in such a manner that, in the event of an emergency, the equipment can be deployed on the scene of the emergency or be available for use at a fixed

location within two (2) hours of a request for said deployment. The Florida Division of Emergency Management (FDEM) must approve any purchases of equipment not itemized in a project's approved budget in advance of the purchase.

The Sub-Recipient will, in accordance with the statewide mutual aid agreement or other emergency response purpose as specified in the "Florida Domestic Security Strategy," ensure that all equipment purchased with these funds is used to respond to any and all incidents within its regional response area as applicable for so long as this Agreement remains in effect. Prior to requesting a response, the FDEM will take prudent and appropriate action to determine that the level or intensity of the incident is such that the specialized equipment and resources are necessary to mitigate the outcome of the incident.

#### **Allowable Equipment (OPSG)**

OPSG equipment is intended to be incidental to the enhanced border security operations being performed. The grant is not intended to be used to outfit or supply general equipment to SLTT law enforcement agencies. Equipment must be relatable to and justified by the operational benefit it will provide.

- **Equipment Marking.** Because equipment purchased with OPSG funding is intended to be used to support OPSG activities, it may be appropriately marked to ensure its ready identification and primary use for that purpose. When practicable, any equipment purchased with OPSG funding should be prominently marked as follows:

#### ***"Purchased with DHS funds for Operation Stonegarden Use"***

- **Fuel Cost and/or Mileage Reimbursement.** There is no cap for reimbursement of fuel and mileage costs in support of operational activities.
- **Vehicle and Equipment Acquisition, Including Leasing and Rentals:** Allowable purchases under OPSG include patrol vehicles and other mission-specific equipment whose primary purpose is to increase operational capabilities on or near a border nexus in support of approved border security operations. A detailed justification must be submitted to the respective FEMA HQ Program Analyst prior to purchase.
- **Medical Emergency Countermeasures:** Allowable purchases under OPSG include narcotic antagonist pharmaceuticals, detection and identification equipment, safe storage and transportation, personnel protective equipment, and initial equipment training, as will be reflected in the AEL and explained in IB 438.

#### **Additional Equipment Information**

FEMA Policy 207-22-0002: **Prohibited or Controlled Equipment Under FEMA Awards** establishes both a prohibited equipment list and a controlled equipment list.

**Prohibited Equipment List:** Identifies items that are prohibited from purchase under FEMA awards. The list also includes exceptions for otherwise prohibited items that are allowable under certain circumstances, as well as procedures for obtaining FEMA approval for those items. Subrecipients should refer to applicable program guidance or contact appropriate SAA program staff to determine whether a particular type of equipment is allowable under a specific grant program. The list of prohibited items includes, but is not limited to:

- Weapons, weaponized aircraft, vessels, and vehicles of any kind
- Weaponized drones and weapons systems
- Ammunition
- Explosives
- Armored and Tactical Vehicles, with certain exceptions

**Controlled Equipment List:** Identifies certain items that may only be purchased with FEMA awards if additional certifications and controls are imposed on their acquisition or use. Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically make it allowable under a particular FEMA program. Subrecipients should refer to applicable program guidance or contact applicable SAA program staff to determine if a particular type of equipment is allowable under that program. The list of controlled items includes, but is not limited to:

- Manned Aircraft, Fixed and Rotary Wing
- Unmanned Aircraft Systems (UAS) and Small Unmanned Aircraft Systems (SUAS)
- Kinetic Entry/Breaching Apparatus

Grant subrecipients may not modify equipment acquired using federal resources in a manner that would cause it to be considered prohibited equipment. In addition, grant recipients and subrecipients may not modify equipment acquired using federal resources that would cause it to be considered controlled equipment, absent specific written approval from FEMA and adherence to all relevant requirements.

**F. Unallowable Equipment Costs (HSGP, UASI and OPSG)**

Per FEMA policy, the purchase of weapons and weapons accessories, including ammunition, is not allowed with HSGP funds. Grant funds may not be used for the purchase of equipment not approved by DHS/FEMA. Grant funds must comply with **IB 426** and may not be used for the purchase of the following equipment:

- Firearms; ammunition; grenade launchers; bayonets; or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
- Unauthorized exercise-related costs include:
  - Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances).
  - Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).

**G. Requirements for Small Unmanned Aircraft System (SHSP, UASI, and OPSG)**

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with **IB 426** and **IB 438** and include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the SUAS equipment.

**H. Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)**

Prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, Sub-Recipients should seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Sub-Recipients should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. For further information please see the DHS press release on this topic: <https://www.dhs.gov/news/2020/08/17/interagency-issues-advisory-use-technology-detect-and-mitigate-unmanned-aircraft>.

**I. Allowable Training Related Costs (SHGP and UASI)**

Allowable training-related costs under HSGP include the establishment, support, conduct, and attendance of training specifically identified under the HSGP and UASI programs and/or in conjunction with emergency preparedness training by other Federal agencies (e.g., HHS and DOT). Training conducted using HSGP funds should address a performance gap identified through an AAR/IP or other assessments (e.g., National Emergency Communications Plan NECP Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. Any training or training gaps, including those for children, older adults, pregnant women, and individuals with disabilities and others who also have access or functional needs, should be identified in the AAR/IP and addressed in the state or Urban Area training cycle. Sub-Recipients are

encouraged to use existing training rather than developing new courses. When developing new courses, Sub-Recipients are encouraged to apply the Analysis, Design, Development, Implementation and Evaluation (ADDIE) model of instructional design. Allowable training activities include:

- Overtime and backfill for emergency preparedness and response personnel attending DHS/FEMA-sponsored and approved training classes
- Overtime and backfill expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA training
- Training workshops and conferences
- Activities to achieve training inclusive of people with disabilities and others with access and functional needs
- Full- or part-time staff or contractors/consultants
- Travel
- Supplies associated with allowable approved training that are expended or consumed during the course of the planning and conduction of the exercise project(s)
- Instructor certification/re-certification
- Coordination with Citizen Corps Councils in conducting training exercises
- Preparedness training for community preparedness initiatives and programs
- Interoperable communications training
- Activities to achieve training inclusive of people with limited English proficiency
- Immigration enforcement training

#### **Additional Training Information**

Per DHS/FEMA Grant Programs Directorate Policy IB 432, *Review and Approval Requirements for Training Courses Funded Through Preparedness Grants*, issued on July 19, 2018, states, territories, Tribal entities and high-risk urban areas are no longer required to request approval from FEMA for personnel to attend non-DHS FEMA training as long as the training is coordinated with and approved by the state, territory, Tribal or high-risk urban area Training Point of Contact (TPOC) and falls within the FEMA mission scope and the jurisdiction's Emergency Operations Plan (EOP). The only exception to this policy is for Countering Violent Extremism courses. DHS/FEMA will conduct periodic reviews of all state, territory, and Urban Area training funded by DHS/FEMA. These reviews may include requests for all course materials and physical observation of, or participation in, the funded training. If these reviews determine that courses are outside the scope of this guidance, Sub-Recipients will be asked to repay grant funds expended in support of those efforts.

For further information on developing courses using the instructional design methodology and tools that can facilitate the process, TPOCs are encouraged to review the *NTED Responder Training Development Center (RTDC)* website.

**DHS/FEMA Provided Training.** These trainings include programs or courses developed for and delivered by institutions and organizations funded by DHS/FEMA. This includes the Center for Domestic Preparedness (CDP), the Emergency Management Institute (EMI), and the National Training and Education Division's (NTED) Training Partner Programs (TPP). TPP includes the Center for Homeland Defense and Security, National Domestic Preparedness Consortium (NDPC), Rural Domestic Preparedness Consortium (RDPC), and training partners through the Continuing Training Grants program.

**Approved State and Federal Sponsored Course Catalogue.** This catalogue lists state and Federal sponsored courses that fall within the DHS/FEMA mission scope and have been approved through the FEMA course review and approval process. An updated version of this catalog can be accessed at: [www.firstrespondertraining.gov](http://www.firstrespondertraining.gov).

**Training Not Provided by DHS/FEMA.** These trainings include courses that are either state sponsored or Federal sponsored (non-DHS/FEMA), coordinated and approved by the SAA or their designated

TPOC, and fall within the DHS/FEMA mission scope to prepare state, local, Tribal, and territorial personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events.

- **State Sponsored Courses.** These courses are developed for and/or delivered by institutions or organizations other than Federal entities or FEMA and are sponsored by the SAA or their designated TPOC.
- **Joint Training and Exercises with the Public and Private Sectors.** These courses are sponsored and coordinated by private sector entities to enhance public-private partnerships for training personnel to prevent, protect against, mitigate, respond to, and recover from acts of terrorism or catastrophic events. In addition, States, territories, Tribes, and Urban Areas are encouraged to incorporate the private sector in government-sponsored training and exercises.

Additional information on both DHS/FEMA provided training and other federal and state training can be found at: [www.firstrespondertraining.gov](http://www.firstrespondertraining.gov).

**Training Information Reporting System ("Web-Forms").** Web-Forms is an electronic form/data management system built to assist the SAA and its designated State, territory and Tribal Training Point of Contact (TPOC). Reporting training activities through Web-Forms is not required under FY 2023 HSGP, however, the system remains available and can be accessed through the FEMA Toolkit located at <https://www.firstrespondertraining.gov/frt/webforms> in order to support grantees in their own tracking of training deliveries.

**FDEM State Training Office Conditions:** For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

- In order to receive payment for successfully attending an authorized training course, the Sub-Recipient shall provide the Division with a certificate of course completion; additionally, the Sub-Recipient shall provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the course.
- In order to receive payment for successfully conducting an authorized course, the Sub-Recipient shall provide the Division with the course materials and a roster sign-in sheet; additionally, the Sub-Recipient shall provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the course."
- For courses that are non-DHS approved training, Sub-Recipient shall request approval to conduct training through the use of the Non-TED Form and provide a copy, along with email, showing approval granted for conduct.
- For the conduct of training workshops, Sub-Recipient shall provide a copy of the course materials and sign-in sheets.
- The number of participants shall be a minimum of 15 in order to justify the cost of holding a course. For questions regarding adequate number of participants please contact the FDEM State Training Officer for course specific guidance. Unless the Sub-Recipient receives advance written approval from the State Training Officer for the number of participants, then the Division shall reduce the amount authorized for reimbursement on a pro-rata basis for any training with less than 15 participants.
- The Sub-Recipient shall include with the reimbursement package a separate copy of the page(s) from the State (and County or Regional) Integrated Preparedness Plan (IPP) reflecting the training.

Certain training activities require Environmental Planning and Historic Preservation (EHP) Review, including exercises, drills or training that require any land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Please reference the EHP sections in the NOFO and this Agreement for more information.

**J. Allowable Exercise Related Costs**

Exercises conducted with grant funding should be managed and conducted consistent with HSEEP. HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>. Allowable exercise activities include:

- Design, Develop, Conduct, and Evaluate an Exercise
- Full or part-time staff or contractors/consultants
- Overtime and backfill costs, including expenses for part-time and volunteer emergency response personnel participating in DHS/FEMA exercise
- Implementation of HSEEP
- Activities to achieve exercises inclusive of people with disabilities and others with access and functional needs
- Travel
- Supplies associated with allowable approved exercises
- Interoperable communications exercises

**Additional Exercise Information**

Sub-Recipients that decide to use HSGP funds to conduct an exercise(s) are encouraged to complete a progressive exercise series. Exercises conducted by states and high risk urban areas may be used to fulfill similar exercise requirements required by other grant programs. Sub-Recipients are encouraged to invite representatives/planners involved with other Federally mandated or private exercise activities. States and high risk urban areas are encouraged to share, at a minimum, the multi-year training and exercise schedule with those departments, agencies, and organizations included in the plan.

- **Validating Capabilities.** Exercises examine and validate capabilities-based planning across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. The extensive engagement of the whole community, including but not limited to examining the needs and requirements for individuals with disabilities, individuals with limited English proficiency, and others with access and functional needs, is essential to the development of an effective and comprehensive exercise program. Exercises are designed to be progressive – increasing in scope and complexity and drawing upon results and outcomes from prior exercises and real-world incidents – to challenge participating communities. Consistent with Homeland Security Exercise and Evaluation Program guidance and tools, the National Exercise Program (NEP) serves as the principal exercise mechanism for examining national preparedness and measuring readiness. Exercises should align with priorities and capabilities identified in an IPP.
- **Special Event Planning.** If a state or Urban Area will be hosting a special event (e.g., Super Bowl, G-8 Summit), the special event planning should be considered as a training or exercise activity for the purpose of the IPP. States must include all confirmed or planned special events in the IPP. The state or Urban Area may plan to use HSGP or UASI funding to finance training and exercise activities in preparation for those events. States and Urban Areas should also consider exercises at major venues (e.g., arenas, convention centers) that focus on evacuations, communications, and command and control.
- **Regional Exercises.** States should also anticipate participating in at least one Regional Exercise annually. States must include all confirmed or planned special events in the IPP.

- **Role of Non-Governmental Entities in Exercises.** Non-governmental participation in all levels of exercises is strongly encouraged. Leaders from non-governmental entities should be included in the planning, design, and evaluation of an exercise. State, local, Tribal, and territorial jurisdictions are encouraged to develop exercises that test the integration and use of non-governmental resources provided by non-governmental entities, defined as the private sector and private non-profit, faith-based, community, participation in exercises should be coordinated with the local Citizen Corps Council(s) or their equivalent and other partner agencies.

**FDEM State Training Office conditions for Exercises:** For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida (and County or Regional) IPP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

- In order to receive payment for successfully attending an authorized exercise, the Sub-Recipient shall provide the Division with a certificate of completion or similar correspondence signed by the individual in charge of the exercise; additionally, the Sub-Recipient shall provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to attend the exercise.
- In order to receive payment for successfully conducting an authorized exercise, the Sub-Recipient shall provide the Division with an ExPLAN, AAR/IP, IPC/MPC/FPC Meeting Minutes and Sign-in Sheet for exercise attendees; additionally, the Sub-Recipient shall provide the Division with all receipts that document the costs incurred by the Sub-Recipient in order to conduct the exercise. *The Sub-Recipient shall include with the reimbursement package a separate copy of the page(s) from the Exercise Plan which identifies the participant agencies and a printed page(s) from the State (and County or Regional) IPP reflecting the exercise.*
- If you require food/water for this event, the request shall come to the Division within 25 days prior to the event, in the following format:

Exercise Title:  
 Location:  
 Exercise Date:  
 Exercise Schedule:  
 Estimated Number of Participants that will be fed:  
 Estimated Cost for food/water:  
 Description of the Exercise:

**Certain exercise activities require Environmental Planning and Historic Preservation (EHP) Review, including exercises, drills or training that require any land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Please reference the EHP sections in the NOFO and this Agreement for more information.**

**K. Maintenance and Sustainment (SHSP, UASI, and OPSG)**

The use of DHS/FEMA preparedness grant funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable, as described in FEMA Policy FP 205-402-125-1 under all active and future grant awards, unless otherwise noted. Except for maintenance plans or extended warranties purchased incidental to the original purchase of the equipment, the period covered by maintenance or warranty plan shall not exceed the POP of the specific grant funds used to purchase the plan or warranty.

Grant funds are intended to support the Goal by funding projects that build and sustain the core capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover

from those threats that pose the greatest risk to the security of the Nation. In order to provide recipients the ability to meet this objective, the policy set forth in FEMA's IB 379, Guidance to State Administrative Agencies to Expedite the Expenditure of Certain DHS/FEMA Grant Funding, initially for FY 2007-2011, allows for the expansion of eligible maintenance and sustainment costs which must be in (1) direct support of existing capabilities; (2) must be an otherwise allowable expenditure under the applicable grant program; (3) be tied to one of the core capabilities in the five mission areas contained within the Goal, and (4) shareable through the Emergency Management Assistance Compact. Additionally, eligible costs may also be in support of equipment, training, and critical resources that have previously been purchased with either federal grant or any other source of funding other than DHS/FEMA preparedness grant program dollars.

**L. Law Enforcement Terrorism Prevention (LETP) Activities Allowable Costs**

LETP Activities eligible for use of LETPA focused funds include but are not limited to:

- Maturation and enhancement of designated state and major Urban Area fusion centers, including information sharing and analysis, threat recognition, terrorist interdiction, and intelligence analysts training and salaries;
- Coordination between fusion centers and other intelligence, operational, analytic, or investigative efforts including, but not limited to Joint Terrorism Task Forces (JTTFs), Field Intelligence Groups (FIGs), High Intensity Drug Trafficking Areas (HIDTAs), Regional Information Sharing Systems (RISS) Centers, criminal intelligence units, real-time crime analysis centers and DHS intelligence, operational, analytic, and investigative entities;
- Regional counterterrorism training programs for small, medium, and large jurisdictions to exchange information and discuss the current threat environment, lessons learned, and best practices to help prevent, protect against, and mitigate acts of terrorism;
- Support for coordination of regional full-scale training exercises (federal, state, and local law enforcement participation) focused on terrorism-related events;
- Law enforcement Chemical, Biological, Radiological, Nuclear, and high yield Explosives detection and response capabilities, such as bomb detection/disposal capability deployment, sustainment, or enhancement, including canine teams, robotics platforms, and x-ray technology;
- Implementation and maintenance of the Nationwide SAR Initiative, including training for front line personnel on identifying and reporting suspicious activities, tips/leads, and online/social media-based threats, as well as the execution and management of threat assessment programs to identify, evaluate, and analyze indicators and behaviors indicative of terrorism, targeted violence, threats to life, and other criminal activity;
- Management and operation of activities that support the execution of the intelligence process and fusion centers, including but not limited to: Fusion Liaison Officer (FLO) programs, security programs to protect the facility, personnel, and information, and the protection of privacy, civil rights, and civil liberties.
- Implementation of the "If You See Something, Say Something" campaign to raise public awareness of indicators of terrorism and terrorism-related crime and associated efforts to increase the sharing of information with public and private sector partners, including nonprofit organizations.
  - Note: DHS requires that all public and private sector partners wanting to implement and/or expand the DHS "If You See Something, Say Something®" campaign using grant funds work directly with the DHS Office of Partnership and Engagement (OPE) to ensure all public awareness materials (e.g., videos, posters, tri-folds, etc.) are consistent with the DHS's messaging and strategy for the campaign and compliant with the initiative's trademark, which is licensed to DHS by the New York Metropolitan Transportation Authority. Coordination with OPE, through the Campaign's Office (seesay@hq.dhs.gov), must be facilitated by FEMA.

- Increase physical security, through law enforcement personnel and other protective measures, by implementing preventive and protective measures at critical infrastructure site or at-risk nonprofit organizations;
- Development of countering violent extremism programs, projects, and initiatives, addressing prevention, intervention, and diversion efforts, including training on roles of law enforcement and how to effectively partner with law enforcement; developing and promoting training specifically for law enforcement executives and frontline officers on potential behaviors and indicators of violent extremism and how to appropriately analyze and report them; supporting community and law enforcement engagement strategies such as table top exercises, roundtable events, town hall meetings, and peer to peer activities; funding for existing and/or expansion of law enforcement community relations efforts, support for the development of community engagement plans, and joint projects to increase the awareness of violent extremist threats and community mitigation solutions;
- Building and sustaining preventive radiological and nuclear detection capabilities, including those developed through the Securing the Cities initiative; and
- Integration and interoperability of systems and data, such as computer aided dispatch (CAD) and record management systems (RMS), to facilitate the collection, evaluation, and assessment of suspicious activity reports, tips/leads, and online/social media-based threats.

**M. Law Enforcement Readiness (SHSP, UASI, and OPSG)**

SHSP, UASI, or OPSG grant funds may be requested and may be approved on a case-by-case basis for immigration enforcement training in support of the border security mission. Requests for training will be evaluated on a case-by-case basis and can only be used for certification in the section 287(g) program provided by DHS/ICE. SHSP, UASI, or OPSG Sub-Recipients with agreements under section 287(g) of the Immigration and Nationality Act (8 U.S.C. § 1357(g)) to receive delegated authority for immigration enforcement within their jurisdictions may also be reimbursed for section 287(g) related operational activities with approval from FEMA on a case-by-case basis. For OPSG, Sub-Recipients must be authorized by USBP Headquarters and Sectors, and operational activities must be coordinated through a USBP Sector.

OPSG grant funds may be used to increase operational, material, and technological readiness of SLTT law enforcement agencies. The Delegation of Immigration Authority, Section 287(g) of the Immigration and Nationality Act (INA) program allows a state or local law enforcement entity to enter into a partnership with ICE, under a joint Memorandum of Agreement (MOA), to receive delegated authority for immigration enforcement within their jurisdictions.

**N. Regional Border Projects (OPSG)**

Sub-Recipients are encouraged to prioritize the acquisition and development of regional projects on the borders to maximize interoperability and coordination capabilities among federal agencies and with state, local, and tribal law enforcement partners. Such regional projects include:

- Communications equipment:
- Radio systems and repeaters
- Integration with regional intelligence and information sharing effort (i.e. fusion centers)
  - o Intelligence analysts
- Situational Awareness equipment:
  - o License Plate Reader Networks
  - o Visual detection and surveillance systems
  - o Sensor Systems
  - o Radar Systems (for air and/or marine incursions)
  - o Aircraft systems (manned or unmanned)

**O. Critical Emergency Supplies (SHSP and UASI)**

Critical emergency supplies, such as shelf stable products, water, and medical equipment and supplies are an allowable expense under SHSP and UASI. Prior to the allocation of grant funds for stockpiling purposes, each state must have DHS/FEMA's approval of a five-year viable

inventory management plan, which should include a distribution strategy and related sustainment costs if planned grant expenditure is over \$100,000.00.

If grant expenditures exceed the minimum threshold, the five-year inventory management plan will be developed by the recipient and monitored by FEMA. FEMA will provide program oversight and technical assistance as it relates to the purchase of critical emergency supplies under UASI. FEMA will establish guidelines and requirements for the purchase of these supplies under UASI and monitor development and status of the state's inventory management plan.

**P. Construction and Renovation (SHSP and UASI)**

Project construction using SHSP and UASI funds shall not exceed the greater of \$1,000,000 or 15% of the grant award. For the purposes of the limitations on funding levels, communications towers are not considered construction.

Written approval must be provided by DHS/FEMA prior to the use of any HSGP funds for construction or renovation. When applying for construction funds, recipients shall submit evidence of approved zoning ordinances, architectural plans, and any other locally required planning permits. Additionally, recipients are required to submit a SF-424C form with budget detail citing the project costs, and an SF-424D Form for standard assurances for the construction project.

Recipients using funds for construction projects must comply with the Davis-Bacon Act (codified as amended at 40 U.S.C. §§ 3141 et seq.). Recipients shall ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a character like the contract work in the civil subdivision of the State in which the work is to be performed. Additional information regarding compliance with the Davis-Bacon Act, including Department of Labor (DOL) wage determinations, is available online at <https://www.dol.gov/whd/govcontracts/dbra.htm>.

Recipients using funds for construction projects shall also comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and

removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**Q. Communications Towers**

When applying for funds to construct communication towers, Sub-Recipients shall submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed.

**R. Disposition**

When original or replacement equipment, including excepted and controlled items, acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, except as otherwise provided in federal statutes, regulations, or federal awarding agency disposition instructions, the Sub-Recipient shall request disposition instructions from FDEM Office of Domestic Preparedness and the State Administrative Agency shall request disposition instructions from federal awarding agency as required by the terms and conditions of the federal award. ***Excepted or controlled equipment shall not be transferred and shall remain in the possession of the original FEMA grant recipient.***

The Sub-Recipient shall notify the FDEM Office of Domestic Preparedness at: 2555 Shumard Oak Blvd., Tallahassee, Florida 32399 one (1) year in advance of the expiration of the equipment's posted shelf-life or normal life expectancy or when it has been expended. The Sub-Recipient shall notify the Division immediately if the equipment is destroyed, lost, or stolen.

**S. Ensuring the Protection of Civil Rights**

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Sub-Recipients shall carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 308 of the Stafford Act, Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964, Age Discrimination Act, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

Monitoring and oversight requirements in connection with Sub-Recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R Part 7.

In accordance with civil rights laws and regulations, Sub-Recipients shall ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

**T. National Incident Management System (NIMS) Implementation (HSGP, OPSG, UASI only)**

NIMS provides stakeholders across the whole community with the shared vocabulary, systems, and processes to successfully deliver the capabilities described in the National Preparedness System. and Sub-Recipients of federal preparedness (non-disaster) grant awards, jurisdictions and organizations must achieve, or be actively working to achieve, all of the NIMS Implementation Objectives. The objectives can be found on the NIMS webpage at <https://www.fema.gov/emergency-managers/nims/implementation-training>.

**U. FirstNet**

FirstNet provides public safety entities with mission-critical broadband data capabilities and services including, but not limited to messaging, image sharing, video streaming, group text, voice, data storage, application, location-based services, and Quality of Service, Priority, and

Preemption. Public safety entities seeking to enhance their operational capabilities using broadband technology may seek grant funding from appropriate programs to support the following:

- Planning for integration of information technology (IT) infrastructure, software, and site upgrades necessary to connect to FirstNet
- Handheld broadband devices including smartphones, feature phones, tablets, wearables, push-to-talk (PTT) devices
- Vehicle-mounted or otherwise field operated data devices, such as ruggedized laptops
- Network access devices, including portable Wi-Fi devices, Universal Serial Bus (USB) modems/dongles, trunk-mounted modems, routers
- Customer-Owned and Managed (COAM) broadband deployable equipment, enabling public safety to own and dispatch coverage expansion or capacity enhancement equipment within their jurisdiction
- Broadband device accessories that enable efficient and safe public safety operations such as headsets, belt clips, earpieces, remote Bluetooth sensors, ruggedized cases
- Subscriber Identification Modules (SIMs)/Universal Integrated Circuit Cards (UICCs) to allow public safety users to update existing devices to operate on public safety prioritized services
- One-time purchase and subscription-based applications for public safety use which could include, among several other options, enterprise mobility management (EMM), mobile device management (MDM), mobile Virtual Private Network (VPN), identity services, or cloud service tools

Sub-Recipients must be coordinated with the Statewide Interoperability Coordinator (SWIC) and FirstNet on the planning, deployment timelines, and operational availability of the network deployment within a specific state or territory and to ensure that project does not conflict with network planning efforts and complies with all technical requirements. FirstNet requires participating agencies to demonstrate a subscription to public safety-prioritized broadband services to purchase FirstNet broadband devices or applications. Sub-Recipients must coordinate with FirstNet in advance of any strategic acquisition of broadband LTE equipment to ensure that purchases adhere to all applicable standards for public safety entities.

**V. SAFECOM**

All Sub-Recipients using preparedness grant funding to support emergency communications systems and equipment must meet applicable SAFECOM Guidance. Sub-Recipients must be coordinated with the SWIC and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

**W. Cybersecurity**

Sub-Recipients must use HSGP funds for cybersecurity projects that support the security and functioning of critical infrastructure and core capabilities as they relate to preventing, preparing for, protecting against, or responding to acts of terrorism. Sub-Recipients of FY 2023 HSGP grant awards will be required to complete the 2022 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The NCSR is an annual requirement and Sub-Recipients must complete the first available NCSR offered after this subaward has been issued.

**X. Procurement**

The purpose of the procurement process is to ensure a fair and reasonable price is paid for the services provided. All procurement transactions shall be conducted in a manner providing full and open competition and shall comply with the standards articulated in:

- 2 C.F.R. Part 200;
- Chapter 287, Florida Statutes; and,
- Sub-Recipient's local procurement policy.

To the extent that one standard is more stringent than another, the Sub-Recipient shall follow the more stringent standard. For example, if a state statute imposes a stricter requirement than a federal regulation, then the Sub-Recipient shall adhere to the requirements of the state statute.

**The State of Florida procurement policy and procedure is as follows:**

| Amount                       | Documentation Required                                                                                                                                                            |
|------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Up to \$2,499                | Shall be carried out using good purchasing practices which may include certification of written or telephone quotes                                                               |
| \$2,500 but less than 35,000 | Submit summary of 2 (minimum) written quotes, signed by the vendor representative.                                                                                                |
| > \$35,000                   | For vendors not on STC; submit documentation of Invitation to Bid Process (ITB), Request for Proposal (RFP) or Intent to Negotiate (ITN)                                          |
| All Sole Source              | FDEM pre-approval is required                                                                                                                                                     |
| Alternative Contract Source  | Commodities or Services available to the State via outside contract vehicle. A copy of the executed contract shall be submitted along with additional quotes if GSA 70 or GSA 84. |

**Formal Competitive Solicitations:** \$35,000 and above and not available on STC include Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN). Each requires a Scope of Work that meets all statutory requirements and formal posting or publication processes. **Subrecipients shall submit their formal solicitation documentation and subsequent vendor selection documentation for approval prior to initiating any work.**

The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient. Consistent with 2 C.F.R. § 200.325, the Division shall review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. § 200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. § 200.318(k), the Division shall not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications.

The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible.

If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

- Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,
- Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

Examples of when to use each method:

**Invitation to Bid:** Procurement by sealed bidding is a method where bids are publicly solicited through formal advertising. It is when a Sub-Recipient can establish precise specifications for a commodity or service defining, with specificity, as further outlined in the scope of work.

Under this procurement method, the solicitation document used is known as the ITB. Sealed bidding is often utilized when the Sub-Recipient's requirements are known and specific in detail.

The sealed bid method is the preferred method for procuring construction services and is appropriate when the following conditions are present:

- Complete, adequate, and realistic specifications or purchase descriptions are available;
- Two or more responsible bidders are willing and able to compete effectively for the business;

The Sub-Recipient primarily selects the successful bidder based on price. This includes the price-related factors included within the solicitation. Other than the responsibility determination, the Sub-Recipient shall not select a contractor on the basis of non-price-related factors.

Sub-Recipients shall publicly advertise the ITB. The precise manner of advertising depends upon the facts and circumstances of the procurement, subject to any applicable state, local, and/or tribal requirements.

Sub-Recipients shall solicit bids from an adequate number of known suppliers. The regulation does not provide specific guidance regarding the method for soliciting additional bids or what constitutes an adequate number of qualified sources. These determinations shall be dependent upon the facts and circumstances of the procurement, subject to any relevant state, local, and/or federal requirements. The general requirements for an ITB are as follows:

- The ITB shall define the items or services including any specifications and pertinent attachments so potential bidders can properly respond.
- The subrecipient shall provide potential bidders sufficient time to prepare and submit bids prior to the date set for bid opening.
- All bids shall be opened at the date, time, and location established in the ITB.
- After the official bid opening procedures are completed, the subrecipient shall award a contract to the lowest price bid provided by a responsive and responsible bidder. If specified in the bidding documents, the subrecipient may consider discounts, transportation costs, and life cycle costs to determine which bid is the lowest.

If using the Sealed Bidding method of procurement, the subrecipient shall document the procurement history. Examples of circumstances under which a subrecipient may reject an individual bid include but are not limited to:

- The bid fails to conform to the essential requirements or applicable specifications as outlined in the ITB;
- The bid fails to conform to the delivery schedule as outlined in the ITB;
- The bid imposes conditions that would modify the requirements as outlined in the ITB;
- The Sub-Recipient determines that the bid price is unreasonable;
- The bid is submitted by a suspended or debarred vendor; and/or
- A bidder fails to furnish a bid guarantee when such a guarantee is required.

The contract should then be awarded to the responsible and responsive vendor who submits the lowest responsive bid. The Subrecipient shall also provide a justification letter to the Division supporting their selection.

**Request for Proposal:** Under this procurement method, the solicitation document used is also known as the RFP. Proposals are an acceptable method of procurement when the nature of the procurement does not lend itself to sealed bidding and when a cost-reimbursement contract is appropriate. Through this process, vendors can compete on a cost basis for like items or services. The request for proposals method of procurement is an acceptable method of procurement, where non-state entities cannot base the contract award exclusively on price or

price-related factors due to the nature of the service or property to be acquired. Simply put, the Sub-Recipient can describe what it wants to accomplish but the methods or means to accomplish the desired outcome cannot be easily defined. An RFP is appropriate when the following conditions are present:

- The Sub-Recipient cannot base the contract award exclusively on price or price-related factors due to the nature of the service or property to be acquired;
- The requirements are less definitive, more development work is required, or there is a greater risk of performance;
- Technical capability, past performance, and prior experience considerations play a dominant role in source selection; and/or
- Separate discussions with individual offerors are expected to be necessary after they have submitted proposals. This is a key distinction from the sealed bidding method of procurement where discussions with individual bidders are prohibited and the contract shall be awarded based on price and price-related factors alone.

**The Sub-Recipient shall publicize their RFP.** The manner of the advertising depends upon the facts and circumstances of the procurement, subject to state, local, and/or tribal requirements. Within the advertisement, the Sub-Recipient shall identify all evaluation factors and their relative importance. The following provides several considerations for developing evaluation factors:

- The evaluation factors for a specific procurement should reflect the subject matter and elements that are most important to the Sub-Recipient.
- The evaluation factors may include such things as technical design, technical approach, length of delivery schedules, past performance, and quality of proposed personnel.
- The Sub-Recipient may use any one or a combination of source selection approaches as permitted under state, local, and/or tribal laws, regulations, and procedures, and these approaches will often differ based on the relative importance of price or cost for the procurement.
- If permitted by the Sub-Recipient, written procurement procedures, and applicable state, local, and/or tribal law, the Sub-Recipient may award a contract to the offeror whose proposal offers the "best value" to the Sub-Recipient. The solicitation shall also inform potential offerors that the award shall be made on a "best value" basis, which should include a statement that the Sub-Recipient reserves the right to award the contract to other than the lowest-priced offeror.
- The RFP shall identify evaluation factors and their relative importance; however, they need not disclose numerical or percentage ratings or weights.
- FEMA does not require any specific evaluation factors or analytic process, but the evaluation factors shall support the purposes of the grant or cooperative agreement.

The Sub-Recipient shall consider any response to a publicized request for proposals to the maximum extent practical. In addition to publicizing the request for proposals, non-state entities shall solicit proposals from an adequate number of offerors, providing them with sufficient response time before the date set for the receipt of proposals. Determining an adequate number of sources shall depend upon the facts and circumstances of the procurement, subject to relevant state, local, and/or tribal requirements.

The Sub-Recipient shall have a written method for conducting their technical evaluations of the proposals received and for selecting offerors. When evaluating proposals, FEMA expects the Sub-Recipient to consider all evaluation factors specified in its solicitation documents and evaluate offers only on the evaluation factors included in the solicitation documents. A Sub-Recipient shall not modify its evaluation factors after proposals have been submitted without re-opening the solicitation. In awarding a contract that will include options, FEMA expects the Sub-Recipient to evaluate proposals for any option quantities or periods contained in the solicitation if it intends to exercise those options after the contract is awarded.

The contract shall be awarded to the responsible offeror whose proposal is most advantageous to the program with price and other factors considered.

**Invitation to Negotiate:** If the Sub-Recipient has determined that an ITB or an RFP will not result in the best value, the Sub-Recipient may procure commodities and contractual services using the ITN process. The procurement file shall be documented to support why an ITB and a RFP will not result in best value (287.057(1)(c), Florida Statutes). Contracts that exceed \$1 million require a Florida Certified Contract Negotiator. Contracts more than \$10 million in any fiscal year, requires a Project Management Professional on the team.

**Formal competitive solicitation postings or publication on an organization's website will not be accepted as it discourages true competition. Effective FY2023 such postings must be via a public forum for example the Florida Administrative Registry, local newspaper, etc.**

The Division shall pre-approve all scopes of work for projects funded under this agreement. Also, to receive reimbursement from the Division, the Sub-Recipient must provide the Division with a suspension and debarment form for each vendor that performed work under the agreement. Furthermore, if requested by the Division, the Sub-Recipient shall provide copies of solicitation documents including responses and justification of vendor selection.

**Contracts may include:**

**State Term Contract:** A **State Term Contract** is a contract that is competitively procured by the Division of State Purchasing for selected products and services for use by agencies and eligible users. Florida agencies and eligible users may use a request for quote to obtain written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor. Use of state term contracts is mandatory for Florida agencies in accordance with section 287.056, Florida Statutes.

**Alternate Contract Source:** An **Alternate Contract Source** is a contract let by a federal, state, or local government that has been approved by the Department of Management Services, based on a determination that the contract is cost-effective and in the best interest of the state, for use by one or all Florida agencies for purchases, without the requirement of competitive procurement. Alternate contract sources are authorized by subsection 287.042(16), Florida Statutes, as implemented by Rule 60A-1.045, Florida Administrative Code.

**General Services Administration Schedules:** The General Services Administration (GSA) is an independent agency of the United States Government. States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may participate in the GSA Cooperative Purchasing Program.). **Refer to the appropriate GSA Schedule for additional requirements.**

**Y. Piggybacking**

The practice of procurement by one agency using the agreement of another agency is called piggybacking. The ability to piggyback onto an existing contract is not unlimited. The Sub-Recipient's written procurement policy shall be submitted to the Division and shall allow for piggybacking. The existing contract shall contain language or other legal authority authorizing third parties to make purchases from the contract with the vendor's consent. The terms and conditions of the new contract, including the Scope of Work, shall be substantially the same as those of the existing contract and approved by the Division. The piggyback contract shall not exceed the existing contract in scope or volume of goods or services. A Sub-Recipient shall not use the preexisting contract merely as a "basis to begin negotiations" for a broader or materially different contract.

### **Section 215.971, Florida Statutes**

Statutory changes enacted by the Legislature impose additional requirements on grant and Sub-Recipient agreements funded with federal or state financial assistance. Section 215.971(1) states:

An agency agreement that provides state financial assistance to a Recipient or Sub-Recipient, as those terms are defined in section 215.97, Florida Statutes, or that provides federal financial assistance to a Sub-Recipient, as defined by applicable United States Office of Management and Budget circulars, shall include all of the following:

- A provision specifying a Scope of Work that clearly establishes the tasks that the Recipient or Sub-Recipient is required to perform.
- A provision dividing the agreement into quantifiable units of deliverables that shall be received and accepted in writing by the agency before payment. Each deliverable shall be directly related to the Scope of Work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
- A provision specifying the financial consequences that apply if the Recipient or Sub-Recipient fails to perform the minimum level of service required by the agreement. The provision can be excluded from the agreement only if financial consequences are prohibited by the federal agency awarding the grant. Funds refunded to a state agency from a Recipient or Sub-Recipient for failure to perform as required under the agreement may be expended only in direct support of the program from which the agreement originated.
- A provision specifying that a Recipient or Sub-Recipient of federal or state financial assistance may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
- A provision specifying that any balance of unobligated funds which has been advanced or paid shall be refunded to the state agency.
- A provision specifying that any funds paid in excess of the amount to which the Recipient or Sub-Recipient is entitled under the terms and conditions of the agreement shall be refunded to the state agency.
- Any additional information required pursuant to s. 215.97.

### **Z. Unallowable Procurement Practices**

**Noncompetitive Pricing Practices:** Noncompetitive pricing practices between firms or between affiliated companies are prohibited. Subrecipients shall undertake reasonable efforts to ensure that prospective vendors have not engaged in noncompetitive pricing practices when responding to a solicitation, and that they themselves have not when soliciting vendors. If noncompetitive pricing practices are identified, the activity shall be reported to the Division. Below are common noncompetitive pricing practices:

- **Bid rigging:** Occurs when conspiring competitors raise prices under a process where a purchaser acquires goods or services by soliciting competing bids. Competitors agree in advance who will submit the lowest priced or winning bid on a contract. Bid rigging takes many forms, but conspiracies usually fall into one or more of the following categories: bid suppression, complementary bidding, and bid rotation.
- **Bid suppression:** Where one or more competitor(s), who otherwise would be expected to bid or who have previously bid, agree to refrain from bidding or withdraw a previously submitted bid so that the designated winning competitor's bid will be accepted.

- **Complementary bidding:** Also known as “cover” or “courtesy” bidding, occurs when some competitors agree to submit bids that are either too high to be accepted or contain special terms that will not be acceptable to the buyer. Such bids are not intended to secure the buyer’s acceptance but are merely designed to give the appearance of genuine competitive bidding while making the designated winning competitor’s bid appear most attractive. Complementary bidding schemes are a frequent form of bid rigging. They defraud purchasers by creating the appearance of competition to conceal secretly inflated prices.
- **Bid rotation:** A scheme where all conspirators submit bids but take turns being the lowest bidder. The terms of the rotation may vary. For example, competitors may take turns on contracts according to the size of the contract, allocating equal amounts to each conspirator, or allocating volumes that correspond to the size of each conspirator company.

## **Z.1 Unique Entity Identifier and System for Award Management (SAM)**

Sub-Recipients for this award shall:

- Be registered in SAM;
- Provide a valid UEID/SAM number; and
- Continue to maintain an active UEI with current information at all times during which it has an active federal award.

## **Z.2 Reporting Requirements**

### **1. Quarterly Programmatic Reporting:**

The Quarterly Programmatic Report is due within thirty (30) days after the end of the reporting periods (March 31, June 30, September 30, and December 31) for the life of this contract.

- If a report(s) is delinquent, future financial reimbursements shall be withheld until the Sub-Recipient’s reporting is current.
- If a report goes three (3) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures it shall result in the issuance of a noncompliance letter, and a written justification shall then be provided.
  - Based on the Division’s determination, the Sub-Recipient shall have thirty (30) days to submit a letter of appeal to the Division.
  - Sub-Recipients shall only be allowed one opportunity to appeal.
  - If the appeal is denied, or if there is no response to the notification of noncompliance, the Sub-Recipient’s funds shall be terminated.
- If a report goes four (4) consecutive quarters from date of execution without the Sub-Recipient reflecting any activity and/or expenditures, it shall result in termination of the agreement.

### **Programmatic Reporting Schedule**

| <b>Reporting Period</b>       | <b>Report due to FDEM no later than</b> |
|-------------------------------|-----------------------------------------|
| January 1 through March 31    | April 30                                |
| April 1 through June 30       | July 31                                 |
| July 1 through September 30   | October 31                              |
| October 1 through December 31 | January 31                              |

### **2. Programmatic Reporting- Biannual Strategic Implementation Report (BSIR):**

After the end of each reporting period, for the life of the contract unless directed otherwise, the SAA, will complete the Biannual Strategic Implementation Report in the Grants Reporting Tool

(GRT) <https://www.reporting.odp.dhs.gov>. The reporting periods are **January 1-June 30 and July 1-December 31**. Data entry is scheduled for December 1 and June 1 respectively. Future awards and reimbursement may be withheld if these reports are delinquent.

**3. Reimbursement Requests:**

A request for reimbursement may be sent to your grant manager for review and approval at any time during the contract period. Reimbursements shall be requested within ninety (90) calendar days of expenditure of funds, and quarterly at a minimum. Failure to submit request for reimbursement within ninety (90) calendar days of expenditure shall result in denial of reimbursement. The Sub-Recipient should include the category's corresponding line-item number in the "Detail of Claims" form. This number can be found in the "Proposed Program Budget". A line-item number is to be included for every dollar amount listed in the "Detail of Claims" form.

**4. Close-out Programmatic Reporting:**

The Close-out Report is due to the Florida Division of Emergency Management no later than sixty (60) calendar days after the agreement is either completed or the agreement has expired.

**5. Administrative Closeout**

An administrative closeout may be conducted when a recipient is not responsive to the Division's reasonable efforts to collect required reports, forms, or other documentation needed to complete the standard award and/or closeout process. The Division shall make three (3) written attempts to collect required information before initiating an administrative closeout. If an award is administratively closed, the Division may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

**Z.3. Period of Performance (POP) Extensions**

An extension to the period of performance identified in the agreement is allowable under limited circumstances and shall only be considered through formal, written requests to the Division. All extension requests shall contain specific and compelling justifications as to why an extension is required, and shall address the following:

1. The grant program, fiscal year, and agreement number;
2. Reason for the delay—including details of the legal, policy, or operational challenges that prevent the final expenditure of awarded funds by the deadline;
3. Current status of project activity;
4. Requested POP termination date and new project completion date;
5. Amount of funds reimbursed to date;
6. Remaining available funds;
7. Budget outlining how the remaining funds shall be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
9. Certification that the activity(ies) shall be completed within the extended POP without any modification to the original statement of work, as described in the investment justification and as approved by FEMA.

Extension requests are typically granted for no more than a six (6) month period, and shall be granted only due to compelling legal, policy, or operational challenges. Extension requests shall only be considered for the following reasons:

- Contractual commitments by the recipient or Sub-Recipient with vendors prevent completion of the project within the existing POP;
- The project shall undergo a complex environmental review that cannot be completed within the existing POP;

- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

**Subrecipient's shall be limited to one (1) extension over the grant period of performance. Extension requests shall not be considered within the last one hundred eighty (180) days of the grant period of performance.**

#### **Z.4. Programmatic Point of Contact**

| <b>Contractual Point of Contact</b>                                                                                               | <b>Programmatic Point of Contact</b>                                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Lakesha Cason<br>FDEM<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(850) 815-4345<br>Lakesha.Cason@em.myflorida.com | Stephanie Weems<br>FDEM<br>2555 Shumard Oak Blvd.<br>Tallahassee, FL 32399-2100<br>(850) 815-4508<br>Stephanie.Weems@em.myflorida.com |

#### **Z.5. Contractual Responsibilities**

- The FDEM shall determine eligibility of projects and approve changes in Scope of Work.
- The FDEM shall administer the financial processes.

#### **Z.6. Failure to Comply**

- Failure to comply with any of the provisions outlined above shall result in disallowance of reimbursement for expenditures.

**[Remainder of page intentionally left blank]**

## ATTACHMENT C DELIVERABLES AND PERFORMANCE

**State Homeland Security Program (HSGP):** HSGP supports the implementation of risk driven, capabilities-based State Homeland Security Strategies to address capability targets set in Urban Area, State, and regional Threat and Hazard Identification and Risk Assessments (THIRAs). The capability levels are assessed in the State Preparedness Report (SPR) and inform planning, organization, equipment, training, and exercise needs to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events.

**Planning Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing planning activities consistent with the guidelines contained in the Comprehensive Preparedness Guide CPG 101 v.2. For additional information, please see <https://www.fema.gov/emergency-managers/national-preparedness/plan> or grant guidance (Notice of Funding Opportunity). For the purposes of this Agreement, any planning activity such as those associated with the Threat and Hazard identification and Risk Analysis (THIRA), State Preparedness Report (SPR), and other planning activities that support the National Preparedness Goal (NPG) and place an emphasis on updating and maintaining a current Emergency Operations Plan (EOP) are eligible. The Sub-Recipient can successfully complete a planning activity either by creating or updating such plan(s).

**Organization Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual eligible costs for Personnel, Intelligence Analysts, Overtime and Operational Overtime.

**Exercise Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing an exercise which meets the Department of Homeland Security Homeland Security Exercise and Evaluation Program (HSEEP) standards and is listed in A) the State of Florida IPP, and B) County or Regional TEP for the region in which the Sub-Recipient is geographically located. Information related to TEPs and HSEEP compliance can be found online at: <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>. For the purposes of this Agreement, any exercise which is compliant with HSEEP standards and contained in the State of Florida IPP qualifies as an authorized exercise. The Sub-Recipient can successfully complete an authorized exercise either by attending or conducting that exercise.

**Training Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of successfully completing a training course listed on the Department of Homeland Security (DHS) approved course catalog. For non-DHS approved courses the Sub-Recipient shall obtain advance FDEM approval using the Non-TED form by contacting their grant manager. The DHS course catalog is available online at: <http://training.fema.gov/>. For the purposes of this Agreement, any training course listed on the DHS approved course catalog qualifies as an authorized course. The Sub-Recipient can successfully complete an authorized course either by attending or conducting that course.

**Equipment Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost of purchasing an item identified in the approved project funding template and budget of this agreement and listed on the DHS Authorized Equipment List (AEL). For the purposes of this Agreement, any item listed on the AEL qualifies as an authorized item. The 21 allowable prevention, protection, mitigation, response, and recovery equipment categories and equipment standards for HSGP are listed on the web-based version of the Authorized Equipment List (AEL) on the Lessons Learned Information System at <http://www.fema.gov/authorized-equipment-list>. In addition, agencies shall be responsible for obtaining and maintaining all necessary certifications and licenses for the requested equipment.

**Management Deliverable:** Subject to the funding limitations of this Agreement, the Division shall reimburse the Sub-Recipient for the actual cost for Management and Administration (M&A) activities.

**Costs for allowable items shall be reimbursed if incurred and completed within the period of performance, in accordance with the Budget and Scope of Work, Attachments A and B of this agreement.**

**[Remainder of page intentionally left blank]**

**ATTACHMENT D**  
**Program Statutes and Regulations**

- 1) Age Discrimination Act of 1975 42 U.S.C. § 6101 *et seq.*
- 2) Americans with Disabilities Act of 1990 42 U.S.C. § 12101-12213
- 3) Chapter 473, Florida Statutes
- 4) Chapter 215, Florida Statutes
- 5) Chapter 252, Florida Statutes
- 6) Title VI of the Civil Rights Act of 1964 42 U.S.C. § 2000 *et seq.*
- 7) Title VIII of the Civil Rights Acts of 1968 42 U.S.C. § 3601 *et seq.*
- 8) Copyright notice 17 U.S.C. §§ 401 or 402
- 9) Assurances, Administrative Requirements, Cost Principles, Representations and Certifications  
2 C.F.R. Part 200
- 10) Debarment and Suspension Executive Orders 12549 and 12689
- 11) Drug Free Workplace Act of 1988 41 U.S.C. § 701 *et seq.*
- 12) Duplication of Benefits 2 C.F.R. Part 200, Subpart E
- 13) Energy Policy and Conservation Act 42 U.S.C. § 6201 *et seq.*
- 14) False Claims Act and Program Fraud Civil Remedies 31 U.S.C. § 3729-3733 also 31 U.S.C. §  
3801-3812
- 15) Fly America Act of 1974 49 U.S.C. § 41102 also 49 U.S.C. § 40118
- 16) Hotel and Motel Fire Safety Act of 1990 15 U.S.C. § 2225a
- 17) Lobbying Prohibitions 31 U.S.C. § 1352
- 18) Patents and Intellectual Property Rights 35 U.S.C. § 200 *et seq.*
- 19) Procurement of Recovered Materials section 6002 of Solid Waste Disposal Act
- 20) Terrorist Financing Executive Order 13224
- 21) Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act) 20 U.S.C. §  
1681 *et seq.*
- 22) Trafficking Victims Protection Act of 2000 22 U.S.C. § 7104
- 23) Rehabilitation Act of 1973 Section 504, 29 U.S.C. § 794
- 24) USA Patriot Act of 2001 18 U.S.C. § 175-172c
- 25) Whistleblower Protection Act 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41  
U.S.C. § 4304 and § 4310
- 26) 53 Federal Register 8034
- 27) Rule Chapters 27P-6, 27P-11, and 27P-19, Florida Administrative Code
- 28) Section 287.138, Florida Statutes
- 29) Public Trust and Public Safety Executive Order 14074

**ATTACHMENT E**  
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT:** \_\_\_\_\_

Requests for an advance shall be submitted at the time of agreement execution or approval of the EHP, if required. If you are requesting an advance, indicate same by checking the box below

☐ **ADVANCE REQUESTED (Maximum request amount may not exceed fifty percent.)**

Advance payment of \$ \_\_\_\_\_ is requested. Balance of payments will be made on a reimbursement basis. This advance will be used on equipment specific projects within the budget of the agreement. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line-item justification below.

**ESTIMATED EXPENSES**

| Project | Days to complete | Funding amount requested |
|---------|------------------|--------------------------|
|         |                  |                          |
|         |                  |                          |
|         |                  |                          |
|         |                  |                          |
|         |                  |                          |

**LINE-ITEM JUSTIFICATION** (For each line item, provide a detailed justification explaining the need for the cash advance. The justification shall include supporting documentation that clearly shows the advance shall be expended within the first ninety (90) days of the contract term or approval of the EHP, if required. Support documentation should include but is not limited to the following: quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary justification. Any advance funds not expended within the specified timeframe shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days, along with any interest earned on the advance)

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***\*REQUESTS FOR ADVANCE PAYMENTS SHALL BE CONSIDERED ON A CASE-BY-CASE BASIS\****

***\*\*EHP SHALL BE COMPLETED AND APPROVED BY FEMA PRIOR TO ADVANCE\*\****

Signature of Sub-Recipient

\_\_\_\_\_  
Name and Title of Sub-Recipient

Date: \_\_\_\_\_

## ATTACHMENT F

### WARRANTIES AND REPRESENTATIONS

#### Financial Management

The Sub-Recipient's financial management system shall comply with 2 C.F.R. § 200.302.

#### Procurements

Any procurement undertaken with funds authorized by this Agreement shall comply with the requirements of 2 C.F.R. § 200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§ 200.318 through 200.327).

#### Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from:

Monday-Friday 8:00 am to 5:00 pm

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#### Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for the particular work for which they are hired by the Sub-Recipient.

**[Remainder of page intentionally left blank]**

**ATTACHMENT G**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION**

**Subcontractor Covered Transactions**

The prospective subcontractor, \_\_\_\_\_, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor its affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any federal department or agency.

SUB-CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Signature

\_\_\_\_\_  
Sub-Recipient's Name

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
FDEM Agreement Number

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**ATTACHMENT H**  
**STATEMENT OF ASSURANCES**

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All Sub-Recipients shall comply with any such requirements set forth in the program NOFO.

All Sub-Recipients who receive awards made under programs that prohibit supplanting by law shall ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

All Sub-Recipients shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Any cost allocable to a particular federal award provided for in 2 C.F.R. Part 200, Subpart E shall not be charged to other federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or terms and conditions of the federal awards, or for other reasons. However, this prohibition would not preclude a Sub-Recipient from shifting costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of the federal award.

Sub-Recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which incorporated here by reference in the terms and conditions of your award.

All Sub-Recipients shall acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Sub-Recipient shall cooperate with any compliance review or compliant investigation conducted by the State Administrative Agency or DHS.
2. Sub-Recipient shall give the State Administrative Agency, DHS or through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Sub-Recipient shall submit timely, complete, and accurate reports to the Division and maintain appropriate backup documentation to support the reports. Sub-Recipients shall also comply with all other special reporting, data collection and evaluation requirements, as prescribed by law or detailed in program guidance.
4. Sub-Recipient shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
5. Sub-Recipient who receives awards made under programs that provide emergency communications equipment and its related activities shall comply with SAFECOM Guidance for Emergency Communications Grants, including provisions on technical standards that ensure and enhance interoperable communications.
6. When original or replacement equipment acquired under this award by the Sub-Recipient is no longer needed for the original project or program or for other activities currently or previously

supported by DHS/FEMA, you shall request instructions from the Division to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

7. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant shall monitor ground disturbance, and if any potential archeological resources are discovered, applicant shall immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.
8. Sub-Recipients are required to comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers.
9. Sub-Recipient shall comply with the applicable provisions of the following laws and policies prohibiting discrimination:
  - a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
  - b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
  - c. Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
  - d. Age Discrimination Act of 1975, which prohibits discrimination based on age.
  - e. U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

**[Remainder of page intentionally left blank]**

**ATTACHMENT I**  
**MANDATORY CONTRACT PROVISIONS**

**Provisions:**

Any contract or subcontract funded by this Agreement shall contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Sub-Recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:<sup>1</sup>

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity  
Contracts Under Federal Awards**

In addition to other provisions required by the federal agency or non-federal entity, all contracts made by the non-federal entity under the federal award shall contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The non-federal entity shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract shall be conditioned upon the acceptance of the wage determination. The non-federal entity shall report all suspected or reported violations to the federal awarding agency. The contracts shall also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-Recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity shall report all suspected or reported violations to the federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. § 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a

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<sup>1</sup> For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, Sub-Recipient may include the provision in its subcontracts.

standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a) and the recipient or Sub-Recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-Recipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations shall be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR § 180.220) shall not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)—Contractors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it shall not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

***Please note that the Sub-Recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.***

**ATTACHMENT J**  
**FINANCIAL AND PROGRAM MONITORING GUIDELINES**

Florida has enhanced state and local capability and capacity to prevent, prepare and respond to terrorist threats since 1999 through various funding sources including federal grant funds. The Division has a responsibility to track and monitor the status of grant activity and items purchased to ensure compliance with applicable Nonprofit Security Grant Program (NSGP) grant guidance and statutory regulations. The monitoring process is designed to assess a Sub-Recipient agency's compliance with applicable state and federal guidelines.

Monitoring is accomplished utilizing various methods including desk monitoring and on-site visits. There are two primary areas reviewed during monitoring activities - financial and programmatic monitoring. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements. It involves the review of records associated with the purchase and disposition of property, projects and contracts. Programmatic monitoring seeks to validate and assist in the grant progress, targeting issues that may be hindering project goals and ensuring compliance with the purpose of the grant and overall grant program. Programmatic monitoring involves the observation of equipment purchased, protocols and other associated records. Various levels of financial and programmatic review may be accomplished during the monitoring process.

Pursuant to 2 C.F.R. § 200.337, the Division has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, The Division shall review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients shall permit the Division, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients shall respond in a timely and accurate manner to the Division's requests for information relating to the award.

**Monitoring Selection and Scheduling:**

Each year the Division shall conduct monitoring based on a "Risk Assessment". The risk assessment tool is used to help in determining the priority of Sub-Recipients that should be reviewed and the level of monitoring that should be performed. Note that although a given grant may be closed, it is still subject to either desk or on-site monitoring for a five (5) year period following closure.

**Areas that shall be examined include:**

- Management and administrative procedures;
- Grant folder maintenance;
- Equipment accountability and sub-hand receipt procedures;
- Program for obsolescence;
- Status of equipment purchases;
- Status of training for purchased equipment;
- Status and number of response trainings conducted to include number trained;
- Status and number of exercises;
- Status of planning activity;
- Anticipated projected completion;
- Difficulties encountered in completing projects;
- Agency NIMS/ICS compliance documentation;
- Equal Employment Opportunity (EEO Status);
- Procurement Policy

The Division may request additional monitoring/information of the activity, or lack thereof, generates questions from the region, the sponsoring agency or the Division's leadership. The method of gathering this information shall be determined on a case-by-case basis.

**Monitoring Activities:**

Desk reviews and site visits are two forms of monitoring. Desk monitoring is the review of projects, financial activity and technical assistance between the Division and the applicant via e-mail and telephone. On-site monitoring are actual visits to the Sub-Recipient agencies by Division representatives who examines records, procedures and equipment.

Desk monitoring is an on-going process. Sub-Recipients shall be required to participate in desk top monitoring as determined by the Division. This contact shall provide an opportunity to identify the need for technical assistance (TA) and/or a site visit if the Division determines that a Sub-Recipient is having difficulty completing their project.

As difficulties/deficiencies are identified, the respective region or sponsoring agency shall be notified by the program office via email. Information shall include the grant Sub-Recipient agency name, year and project description and the nature of the issue in question. Many of the issues that arise may be resolved at the regional or sponsoring agency level. Issues that require further TA shall be referred to the division for assistance. Examples of TA include but are not limited to:

- Equipment selection or available vendors
- Eligibility of items or services
- Coordination and partnership with other agencies within or outside the region or discipline
- Record Keeping
- Reporting Requirements
- Documentation in support of a Request for Reimbursement

On-site monitoring shall be conducted by the Division or designated personnel. On-site monitoring visits shall be scheduled in advance with the Sub-Recipient agency POC designated in the grant agreement.

The Division shall also conduct coordinated financial and grant file monitoring. Subject matter experts from other agencies within the region or state may be called upon to assist in the form of a peer review as needed.

**On-Site Monitoring Protocol**

On-site monitoring visits shall begin with those grantees that are currently spending or have completed spending for that federal fiscal year (FFY). Site visits may be combined when geographically convenient. There is a financial/ programmatic On-site monitoring checklist to assist in the completion of all required tasks.

**Site Visit Preparation**

A letter shall be sent to the Sub-Recipient agency Point of Contact (POC) outlining the date, time and purpose of the site visit before the planned arrival date. The appointment shall be confirmed with the grantee in writing (email is acceptable) and documented in the grantee folder.

The physical location of any equipment located at an alternate site should be confirmed with a representative from that location and the address should be documented in the grantee folder before the site visit.

**On-Site Monitoring Visit**

Once Division personnel have arrived at the site, an orientation conference shall be conducted. During this time, the purpose of the site visit and the items the Division intends to examine shall be identified. All objectives of the site visit shall be explained during this time.

Division personnel shall review all files and supporting documentation. Once the supporting documentation has been reviewed, a tour/visual/spot inspection of equipment shall be conducted.

Each item selected for review shall be visually inspected whenever possible. Larger items (computers, response vehicles, etc.) shall have an asset decal (information/serial number) placed in a prominent location on each piece of equipment as per Sub-Recipient agency requirements. The serial number shall correspond with the appropriate receipt to confirm purchase. Photographs shall be taken of the equipment (large capital expenditures in excess of \$1,000. per item).

If an item is not available (being used during time of the site visit), the appropriate documentation shall be provided to account for that particular piece of equipment. Other programmatic issues can be discussed at this time, such as missing quarterly reports, payment voucher/reimbursement, equipment, questions, etc.

#### **Post Monitoring Visit**

Division personnel shall review the On-site monitoring worksheets and backup documentation as a team and discuss the events of the On-site monitoring.

Within forty-five (45) calendar days of the site visit, a post monitoring letter shall be generated and sent to the grantee explaining any issues and corrective actions required or commendations. Should issues or findings be identified, a noncompliance letter to that effect shall be generated and sent to the Sub-Recipient. The Sub-Recipient shall submit a Corrective Action Plan (CAP) within a timeframe as determined by the Division. Noncompliance on behalf of sub-grantees is resolved by management under the terms of the Sub-Grant Agreement. The On-site monitoring report and all back up documentation shall then be included in the Sub-Recipient's file.

#### **Monitoring Responsibilities of Pass-thru Entities**

Sub-Recipients who are pass-through entities are responsible for monitoring their Sub-Recipients in a manner consistent with the terms of the Federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the Sub-Recipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

Sub-Recipient responsibilities also include but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

**[Remainder of page intentionally left blank]**

## ATTACHMENT K EHP GUIDELINES

### ENVIRONMENTAL PLANNING & HISTORIC PRESERVATION (EHP) COMPLIANCE GUIDELINES

The following types of projects are to be submitted to FEMA for compliance review under Federal Environmental Planning and Historic Preservation (EHP) laws and requirements prior to initiation of the project:

- New Construction, Installation and Renovation, including but not limited to:
  - Emergency Operation Centers
  - Security Guard facilities
  - Equipment buildings (such as those accompanying communication towers)
  - Waterside Structures (such as dock houses, piers, etc.)
- Placing a repeater and/or other equipment on an existing tower
- Renovation of and modification to buildings and structures that are fifty (50) years old or older
- Any other construction or renovation efforts that change or expand the footprint of a facility or structure including security enhancements to improve perimeter security
- Physical Security Enhancements, including but not limited to:
  - Lighting
  - Fencing
  - Closed-circuit television (CCTV) systems
  - Motion detection systems
  - Barriers, doors, gates and related security enhancements

In addition, the erection of communications towers that are included in a jurisdiction's interoperable communications plan is allowed, subject to all applicable laws, regulations, and licensing provisions. Communication tower projects shall be submitted to FEMA for EHP review.

Some training and exercise activities require Environmental and Historic Preservation (EHP) Review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. A thorough, detailed description of projects listed under these categories shall be required in order to determine allowability. Additional information on training requirements and EHP review can be found online at Environmental & Historic Preservation Guidance for FEMA Grant Applications | FEMA.gov. ***Once the grant agreement has been executed by both parties the EHP Screening Form shall be submitted to the Division within forty-five (45) days.***

### EHP SCREENING FORM SUBMISSION

- I. For projects requiring EHP review, the Sub-Recipient shall submit the EHP Screening Form to the State Administrative Agency (SAA) for review prior to funds being expended. The SAA Point of Contact for EHP review is:

Ms. Felicia Pinnock  
Bureau of Preparedness – Domestic Security  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: 850-815-4343  
Felicia.Pinnock@em.myflorida.com

- II. The SAA POC shall forward EHP Screening Forms to DHS/FEMA for review and approval.
- III. Sub-Recipient's shall receive written approval from the SAA prior to the use of grant funds for project implementation. **THE PROJECT SHALL NOT BEGIN UNTIL FINAL FEMA APPROVAL IS RECEIVED.**

**ATTACHMENT L  
REIMBURSEMENT CHECKLIST**

**PLANNING**

- ☐ 1. Does the amount billed by consultant add up correctly?
- ☐ 2. Has all appropriate documentation to denote hours worked been properly signed?
- ☐ 3. Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (Note - If a meeting was held by Sub-Recipient or contractor/consultant of Sub-Recipient, an agenda and signup sheet with meeting date)
- ☐ 4. Has the zero dollar invoice and signed from the consultant/contractor been include?
- ☐ 5. Has proof of payment been included?
  - \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)
  - \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation
  - \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Has Attachment G (found within Agreement with FDEM) been completed for this contractor/consultant and included in the reimbursement package?
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*
  - \_\_\_\_\_ Sole Source
  - \_\_\_\_\_ State Contract (page showing contract #, price list)
  - \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

**Consultants/Contractors (Note: this applies to contractors also billed under Organization)**

**TRAINING**

- ☐ 1. Is the course DHS approved?
- ☐ 2. Is there a course or catalog number?
- ☐ 3. If not, has FDEM approved the non-DHS training?
- ☐ 4. Have Sign-In Sheets, Rosters and Agenda been provided?
- ☐ 5. If billing for overtime and/or backfill, has documentation been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee?
  - \_\_\_\_\_ Have documentation from entity's financial system been provided as proof attendees were paid?
  - \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 6. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- ☐ 7. Have any expenditures occurred in support of the training such as printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment? If so, receipts and proof of payment shall be submitted.
  - \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)

- \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
 \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement

- ☐ 8. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*  
 \_\_\_\_\_ Sole Source  
 \_\_\_\_\_ State Contract (page showing contract #, price list)  
 \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

#### **EXERCISE**

- ☐ 1. Has documentation been provided on the purpose/objectives of the exercise?  
 \_\_\_\_\_ Situation Manual or Exercise Plan
- ☐ 2. If exercise has been conducted are the following included:  
 \_\_\_\_\_ After-action report  
 \_\_\_\_\_ Sign-in sheets or roster
- ☐ 3. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?  
 \_\_\_\_\_ Have documentation from entity's financial system been provided to prove attendees were paid?  
 \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
- ☐ 4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom exercise reimbursement costs are being sought?
- ☐ 5. Have any expenditures occurred on supplies (e.g., copying paper, gloves, tape, etc.) in support of the exercise? If so, receipts and proof of payment shall be included.  
 \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)  
 \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
 \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 6. Have any expenditures occurred on rental of space/locations for exercises planning and conduct, exercise signs, badges, etc.? If so, receipts and proof of payment shall be included.  
 \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)  
 \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
 \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 7. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*  
 \_\_\_\_\_ Sole Source  
 \_\_\_\_\_ State Contract (page showing contract #, price list)  
 \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

#### **EQUIPMENT**

- ☐ 1. Has the zero dollar invoice and signed from the consultant/contractor been include?
- ☐ 2. Has an AEL # been identified for each purchase?
- ☐ 3. If service/warranty expenses are listed, are they only for the performance period of the grant?
- ☐ 4. Has proof of payment been included?

- \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)  
 \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
 \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement
- ☐ 5. If EHP form needed, has a copy of the approval DHS been included?
- ☐ 6. Has proof of purchase methodology been included? *Please see Form 5 of Reporting Forms or Purchasing Basics Attachment if further clarity is needed.*  
 \_\_\_\_\_ Sole Source  
 \_\_\_\_\_ State Contract (page showing contract #, price list)  
 \_\_\_\_\_ Competitive bid results (e.g. Quotewire, bid tabulation page)

#### **TRAVEL/CONFERENCES**

- ☐ 1. Have all receipts been turned in, itemized and do the dates on the receipts match travel dates?  
 \_\_\_\_\_ Airplane receipts  
 \_\_\_\_\_ Proof of mileage (Google or Yahoo map printout or mileage log)  
 \_\_\_\_\_ Toll and/or Parking receipts  
 \_\_\_\_\_ Hotel receipts (is there a zero balance?)  
 \_\_\_\_\_ Car rental receipts  
 \_\_\_\_\_ Registration fee receipts  
 \_\_\_\_\_ Note: Make sure that meals paid for by conference are not included in per diem amount
- ☐ 2. If travel is a conference has the conference agenda been included?
- ☐ 3. Has proof of payment to traveler been included?  
 \_\_\_\_\_ Canceled check, bank statement or transaction history (Showing the transaction was processed by the bank)  
 \_\_\_\_\_ Electronic Funds Transfer (EFT) Confirmation  
 \_\_\_\_\_ Credit Card Statement & payment to credit card company for that statement  
 \_\_\_\_\_ Copy of paycheck if reimbursed through payroll

#### **SALARY POSITIONS**

1. Has a **signed** timesheet by employee and supervisor been included? Timesheet shall certify the hours and information presented as true and correct.
2. Has proof for time worked by the employee been included? Is time period summary included?  
 \_\_\_\_\_ Statement of Earnings  
 \_\_\_\_\_ Copy of Payroll Check  
 \_\_\_\_\_ Payroll Register  
 \_\_\_\_\_ For fusion center analysts, have the certification documents been provided to the Division to demonstrate compliance with training and experience standards?  
 \_\_\_\_\_ For fusion center analysts, has documentation of PPR submission via the annual Fusion Center Assessment been provided to the Division to demonstrate compliance with performance measurement requirements?

#### **ORGANIZATION**

- ☐ 1. If billing for overtime and backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at exercise, hourly rate and total paid to each attendee?  
 \_\_\_\_\_ Have documentation from entity's financial system been provided to prove attendees were paid?  
 \_\_\_\_\_ For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?

\_\_\_\_\_ For **Contract Security** has time & effort documentation been submitted? Is a time period summary included? (Signed & certified timesheets reflecting the name and number of hours spent) ***\*\*A signed contract between subrecipient and vendor shall be provided that outlines the agreement – number of officers, hourly rate, frequency, price, etc....)***

**FOR ALL REIMBURSEMENTS - THE FINAL CHECK**

- ☐ 1. Have all relevant forms been completed and included with each request for reimbursement (including Daily Activity Reports for OPSG)?
- ☐ 2. Have the costs incurred been charged to the appropriate POETE category?
- ☐ 3. Does the total on all Forms submitted match?
- ☐ 4. Do all quotes and invoices from the selected vendor provide a legible signature from vendor?
- ☐ 5. Do all paid invoices show a \$0.00 balance?
- ☐ 6. Has Reimbursement Form been signed by the Grant Manager and Financial Officer?
- ☐ 7. Has the reimbursement package been entered into Sub-Recipients records/spreadsheet?
- ☐ 8. Have the quantity and unit cost been notated on Reimbursement Budget Breakdown?
- ☐ 9. If this purchase was made via Sole Source, have you included the approved Sole Source documentation and justification?
- ☐ 10. Do all of your vendors have a current W-9 (Taxpayer Identification) on file?
- ☐ 11. Has the Attachment G (found within Agreement with FDEM) or proof of SAM.gov registration been provided for the contractors/consultants with the reimbursement package.

**Please note: FDEM reserves the right to update this checklist throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations.**

**ATTACHMENT M**  
**FOREIGN COUNTRY OF CONCERN AFFIDAVIT –**  
**PERSONAL IDENTIFYING INFORMATION CONTRACT**

Section 287.138, Florida Statutes, prohibits a Florida “Governmental entity”<sup>2</sup> from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual’s personal identifying information if that entity is associated with a “Foreign Country of Concern.”<sup>3</sup> Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a “controlling interest,”<sup>4</sup> and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Sub-Recipient, I hereby attest that the company identified above in the section entitled “Sub-Recipient Vendor Name” is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Sub-Recipient Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Vendor’s Authorized Representative Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Certified By: \_\_\_\_\_

AUTHORIZED SIGNATURE

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

<sup>2</sup> As defined in Section 287.138 (1)(d), Florida Statutes.

<sup>3</sup> As defined in Section 287.138 (1)(c), Florida Statutes.

<sup>4</sup> As defined in Section 287.138 (1)(a), Florida Statutes.



# ORANGE COUNTY SHERIFF'S OFFICE

## ENDORSEMENT FORM

Please attach this form to items being sent via Chain of Command to the Sheriff or Undersheriff for approval.

Comments: Approved: ☐ Disapproved: ☐ Recommended: ☒ Not Recommended: ☐

FY23 UASI grant contract for Orlando/Orange UASI projects in the amount of \$3,610,000.

Lieutenant Signature  
(or civilian equivalent):

  
Tammy Miller, Grants Manager

Date: 11/30/23

Comments: Approved: ☐ Disapproved: ☐ Recommended: ☒ Not Recommended: ☐

FY23 UASI Orlando/Orange Award Allocation

Captain Signature  
(or civilian equivalent):

  
Diane M. Riley-Rowe, Director of Financial Service

Date: 11/30/23

Comments: Approved: ☐ Disapproved: ☐ Recommended: ☒ Not Recommended: ☐

FY23 UASI award allocation

Major Signature  
(or civilian equivalent):

  
Shawna Wells, Comptroller

12.1.23

Date:

Comments: Approved: ☐ Disapproved: ☐ Recommended: ☐ Not Recommended: ☐

Chief Deputy Signature  
(or civilian equivalent):

Date:

Comments: Approved: ☐ Disapproved: ☐ Recommended: ☒ Not Recommended: ☐

RECEIVED

DEC 12 2023

OFFICE OF THE  
UNDERSHERIFF

Date: 12/12/23

Undersheriff Signature

  
Undersheriff Mark J. Canty

Comments:

Approved: ☒ Disapproved: ☐



RECEIVED

DEC 13 2023

Office of the Sheriff

Date: 12.13.23

Sheriff Signature

Sheriff John W. Mina

## **ITEM 7.H**

### **American Rescue Funds Obligation**

#### **Request**

Approval to obligate the remaining balance of the American Rescue Funds

#### **Explanation**

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program was authorized by the American Rescue Plan Act in March of 2021. It delivered \$350 billion to state, territorial, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. In response, the city received an allocation of \$18,069,843. The remaining balance is \$4,366,730.46 which must be expended by December 31, 2026.

Responding to Public Health and Economic Impacts of the Pandemic:

Amount: \$2,000,000

Purpose: To support the construction of the Lakeside Community Center and the Berlinsky House at Lakefront Park, which will serve as community assets for ongoing public health and economic resilience.

Investing in Water, Sewer, and Broadband Infrastructure:

Amount: \$2,366,730.46

Purpose: To improve stormwater infrastructure in historically disadvantaged areas like Woodside and North Kissimmee. This is critical for flood mitigation in areas that have been severely impacted by flooding, protecting vulnerable households, including more than 200 rental units in these areas.

Approval of this allocation meets the program's objectives for pandemic recovery, focusing on public health, economic recovery, and critical infrastructure improvements. The expenditure aligns with the SLFRF categories, ensuring compliance with the program's requirements and addressing key community needs.

#### **Recommendation**

Staff recommends approval to obligate the remaining funds as requested and amend the budget accordingly.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: City Manager

Presenter:

#### **Attachment(s):**

None

## **ITEM 7.I**

### **Lease Agreement with State Representative Jose Alvarez for Office Space at City Hall**

#### **Request**

Approval of a two-year lease between the City of Kissimmee and Representative Jose Alvarez for office space at City Hall.

#### **Explanation**

Representative Jose Alvarez was recently elected to the Florida House of Representatives and has requested to lease office space at City Hall for his upcoming term. The space being leased was previously occupied by a state senator who vacated the office space after their most recent term ended. The lease term will expire in November 2026 and will be paid at a monthly rate of \$732.

#### **Recommendation**

Approval of a Lease Agreement between the City of Kissimmee and State Representative Jose Alvarez for office space at City Hall.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: City Manager

Presenter:

#### **Attachment(s):**

1. (S) Lease - City Hall Suite 305 - Rep. Jose Alvarez (002)

## **CITY OF KISSIMMEE LEASE**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, hereinafter called ("CITY"), and **JOSE ALVAREZ**, member of the Florida State House of Representatives, (the "Lessee"), and each represents as follows:

### **RECITALS**

**WHEREAS**, the City of Kissimmee is the owner of a certain building located at 101 Church Street, Kissimmee, Florida 34741 (hereafter called "Property"), and

**WHEREAS**, the City of Kissimmee recognizes the community value local presence and access to state and federal elected officials provides the residents of the City; and

**WHEREAS**, as such the City of Kissimmee has historically offered state and federal elected officials the opportunity to lease property within City Hall; and

**WHEREAS**, Jose Alvarez, is a member of the Florida State House of Representatives representing District 46, elected in 2024, who desires to rent space in the City of Kissimmee City Hall for a district office.

**NOW, THEREFORE**, in consideration of the covenants and agreements hereafter set forth, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **LEASED PREMISES.** For the consideration provided herein, the City does hereby lease and demise to LESSEE, hereinafter the "Leased Premises," located at Kissimmee City Hall, 101 Church Street, Suite 305, consisting of 140 square feet of unfurnished office space. This includes the use of general off-street parking on an as-available basis but no reserved parking. The Lessee accepts the Premises in an "as is" condition. The Lessee acknowledges that portions of City Hall are being renovated, and as such, the City reserves the right to move the Lessee to a comparable suite within City Hall during the term of this Lease, with thirty (30) days' advance notice.
3. **TERM OF LEASE.** This Lease is effective from December 03, 2024, through December 03, 2026, unless sooner terminated in accordance with the terms and provisions hereof. If re-elected in November of 2026, this lease may be renewed. Notwithstanding the foregoing, however, either party hereto shall have the right to terminate this Lease prior to the date upon which it would otherwise expire by giving the other party at least thirty (30) days written notice of intention to do so.
4. **RENT.** In consideration for the rights granted hereunder, Lessee hereby agrees to pay to City, without demand, on the first day of each calendar month during the term hereof, in advance, without set-off or deductions, the following sum, plus any and all sales or use taxes due thereon:

**Seven Hundred Thirty-Two Dollars (\$732.00), including water, sewer, and electrical utilities.**

The rent includes utilities, general janitorial services, pest control, and maintenance of the common areas. Rent does not include security, phone or internet. In the event that the term of this Lease shall commence or end on any day other than the first and last day, respectively, of a calendar month, the consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

The rent may be adjusted on an annual basis in accordance with the annual average percentage change in the U.S. Department of Labor Consumer Price Index for all Urban Consumers, All Items, (CPI-U) City Average, as may be calculated using CPI data available at that time. City shall provide Lessee a notice of price adjustment thirty (30) days prior to implementation.

5. **TIME AND PLACE OF PAYMENT.** All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, Kissimmee, FL 34741 or such other place City may direct Lessee in writing.
6. **INSURANCE REQUIRED.** The amount of comprehensive general liability required to be carried by Lessee is \$100,000.00. The City of Kissimmee is to be named as additional insured.
7. **USE OF LEASED PREMISES.** Lessee will use the office as a district office as a member of the Florida House of Representatives and for no other purpose whatsoever. City certifies that the office complies with federal and state laws with regard to access to a public office, including but not limited to applicable access provisions of Subtitle A of Title II of the American with Disabilities Act. Lessee shall at all times have the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guests and other invitees, which includes vehicles, machinery and equipment reasonably required by such persons or organizations.

**A. ENTRY AND INSPECTION.** City shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The city shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

**B. CONSTRUCTION, ALTERATIONS, REPAIRS.** Lessee shall not erect any structures, make any improvements or modifications or undertake any other construction on the Leased Premises, nor alter, modify or make additions, improvements or repairs to or replacement of any structure existing or built, or install any fixtures (other than trade fixtures removable without permanent injury to the Leased Premises) without prior written approval of the City.

**C. SIGNS.** No signs shall be erected or maintained by Lessee except according to the City's requirements for location and use of signs. Before erection, Lessee must obtain written approval from City to erect any signs within City Hall.

**D. TRASH AND GARBAGE REMOVAL.** City shall provide arrangement for the general sanitary handling and disposal of trash, garbage and other refuse. Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash or debris on the Leased Premises. Lessee shall collect recycling in the blue receptacles provided and place the receptacle outdoors at the designated site on Thursday mornings for collection. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

**E. MAINTENANCE.** City shall be responsible, at its own cost and expense for all maintenance of structures, including permanent light fixtures and maintain hand fire extinguishers. Lessee shall be responsible for maintenance of their own equipment, including but not limited to telephones, copiers and computers.

- 8. DAMAGE OR DESTRUCTION OF PREMISES.** Lessee is not responsible for normal, reasonable wear and tear. If the Leased Premises shall be partially damaged by fire, flood, lightening, windstorm or other force of the elements or by the public enemy or from any cause not caused by the Lessee so as to adversely affect the Lessee's use of its exclusive space therein, even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the City at its own cost and expense.

**A.** If damage caused shall be so extensive as to render the Lessee's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the City shall repair the damage with due diligence at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall be restored.

**B.** If the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, either party shall have the right to terminate this Lease upon written notice to the other within sixty (60) days from the date of such damage or destruction.

**C.** Nothing in this Article shall apply to damages to the Leased premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character.

- 9. TERMINATION OF AGREEMENT.** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

**A. TERMINATION BY LESSEE.** Lessee may terminate this Agreement if the City is in default of performance of any covenant or agreement herein required to be performed by City, and the failure of City to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same.

**B. EXERCISING LESSEE'S RIGHTS OF TERMINATION.** Lessee may exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the City.

**C. TERMINATION BY CITY.** City may terminate this Agreement, without written notice unless otherwise specified below, in the event Lessee shall:

- 1) Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of thirty (30) days after the time such payments become due;
- 2) Abandon the Leased Premises;
- 3) Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from CITY of said default;
- 4) Violation of CITY rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of thirty (30) days after receipt of written notice from CITY of said default;
- 5) Death of the Tenant, or resignation or removal from Office.

**D. WAIVER OF STATUTORY NOTICE TO QUIT.** In the event CITY exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section C of this Article (Termination by CITY), a Notice of Termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender up possession of the Leased Premises to CITY. In this connection, Lessee expressly waives the receipt of any Notice to Quit or Notice of Termination which would otherwise be given by CITY.

**11. SUBLETTING AND ASSIGNMENT.** Lessee may not rent or sublease the Leased Premises without the prior written consent of the City. City may allow assignment of the lease to the an elected official who takes office if Lessee dies, resigns or is removed from office. In such event, Lessee shall remain liable to CITY for the remainder of the term of the Agreement to pay to City any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the City, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

## **12. GENERAL PROVISIONS**

**A. ATTORNEY'S FEE AND TRIAL WAIVER/VENUE.** It is mutually agreed by and between Lessee and CITY that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action each party shall pay their own attorney's fees, including those incurred in appellate proceedings.

**B. TAXES, LICENSES AND PERMITS.** Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Lessee located on the Leased Premises. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such

taxes shall be paid by Lessee. Lessee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

**C. PARAGRAPH HEADINGS.** The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**D. NOTICE.** Any notice required to be made by this Agreement, given or transmitted to the parties, shall be served by Certified or Registered Mail with return receipt, to tenant at the leased premises, in addition to the following:

CITY: City Manager's Office  
101 Church St.  
Kissimmee, FL 324741

LESSEE: Representative Jose Alvarez  
Florida State Capitol  
404 South Monroe Street Tallahassee, Florida 32399-1100  
Telephone:(850) 487-5015  
Email: [jose.alvarez@myfloridahouse.gov](mailto:jose.alvarez@myfloridahouse.gov)

or such other addresses as the parties may designate to each other in writing.

**E. FLORIDA LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Florida.

**F. SUCCESSORS AND ASSIGNS.** All terms, covenants and agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

**G. COMPLIANCE WITH LAW, RULES AND REGULATIONS.** Lessee shall, at its sole cost and expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Lessee's business as well as all rules, ordinances, and regulations of the CITY not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of Lessee's breach of any of the above shall be borne by Lessee.

**H. SEVERABILITY.** It is agreed by and between the CITY and the Lessee that if any covenant, condition or provision contained in this Lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

**I. MODIFICATIONS.** No modifications or amendments to this Agreement shall be binding unless contained in writing, duly signed by the parties.

**J. ENTIRETY OF AGREEMENT.** This Agreement will constitute the entire Agreement of the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

**K. SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

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

**LESSEE**

\_\_\_\_\_  
By: Jose Alvarez, State Representative

Date: \_\_\_\_\_

STATE OF FLORIDA       )  
COUNTY OF OSCEOLA    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Jose Alvarez. He is personally known to me, or has produced his/her driver's license, or his \_\_\_\_\_ as identification and did/did not take an oath.

Notary Seal:

\_\_\_\_\_  
Notary Public

**CITY OF KISSIMMEE**

**ATTEST:**

\_\_\_\_\_  
Jackie Espinosa, Mayor-Commissioner

\_\_\_\_\_  
Tameara Crespo, City Clerk

**Approved as to form and legality.**

\_\_\_\_\_  
Olga Sanchez de Fuentes, City Attorney

## **ITEM 8.A**

### **Appointment of Commission Representatives to External Boards and Councils**

#### **Request**

To make appointments for commissioners to serve on external boards and councils.

#### **Explanation**

Various local and regional agencies make seats available on their boards for Commission representatives. These seats are up for consideration every two years following city elections.

#### **Boards with Available Seats:**

Affordable Housing Advisory Committee (AHAC) - (requesting one member and an alternate)  
Central Florida Commission on Homelessness - Governing Board  
East Central Florida Regional Planning Council (ECFRPC)  
Foundation for Osceola Education - Board of Directors  
HELP Now of Osceola, Inc.  
MetroPlan Orlando - Board of Directors - (requires appointment of one member and an alternate)  
Osceola Chamber of Commerce - Board of Trustees  
Osceola Council on Aging  
Osceola County Tourist Development Council (TDC)  
Toho Water Authority Board of Supervisors (ex-officio member)  
Tri-County League of Cities (member must be nominated by the City Commission for appointment by the Tri-County Board)

#### **Boards which the Mayor must serve as the City representative:**

Kissimmee Utility Authority - Board of Directors (City Charter requires the Mayor to fulfill this role as non-voting member)  
Osceola County Emergency Advisory Group (EAG) (County ordinance requires the Mayor to fulfill this role)

#### **Recommendation**

Commission direction on the selection of Commissioners to serve on the individual boards.

#### **REQUESTED CITY COMMISSION ACTION:**

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

#### **Attachment(s):**

1. City Commission External Board Appointments 2024-25

**CITY COMMISSION**  
**EXTERNAL BOARD PARTICIPATION**  
(Vote) Commission Meeting 12/03/2024  
Update 11/22/2024

| Board / Organization                                                                                                                                                          | Serving Commissioner | Date Appointed | Information                                                                                                                                                                                                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Affordable Housing Advisory Committee (AHAC)</b><br>Frequency: Bi-monthly<br>Location: City Hall & On-line workshops                                                       | Olga Gonzalez        | 12/01/2020     | City's SHIP funding may be suspended if absences to workshops exceed max. allowed.<br>*request alternate appt as well                                                                                                                                                                                                  |
| <b>Central Florida Commission on Homelessness (Governing Board)</b><br>Frequency:<br>Location:                                                                                | Olga Gonzalez        | 10/04/2022     |                                                                                                                                                                                                                                                                                                                        |
| <b>East Central Florida Regional Planning Council</b><br>Frequency: 3 <sup>rd</sup> Wednesday, every month 10:30 a.m.<br>Location: LYNX Building, 455 N. Garland Ave, Orlando | Janette Martinez     | 10/04/2022     | *no term limits<br>For elected officials, they typically serve until they no longer represent that municipality                                                                                                                                                                                                        |
| <b>Foundation for Osceola Education – Board of Directors</b><br>Frequency: Quarterly<br>Location: ALCO Conference Room, 2320 New Beginnings Rd, Kissimmee                     | Carlos Alvarez       | 10/04/2022     | *06/16/22 email was received asking if Alvarez wanted to engage in additional term. If Commission decides he would be in term until June 2023<br>(1-year terms from July 1 to June 30) can be renewed<br>*Required attendance at 3 out of 4 meetings.                                                                  |
| <b>HELP Now of Osceola, Inc.</b><br>Frequency: Varies<br>Location: City Hall (International Conf. Room) 101 Church St, Kissimmee                                              | Olga Castano         | 10/04/2022     | 4 <sup>th</sup> Tuesday of each month at 8:30-9:30am via zoom                                                                                                                                                                                                                                                          |
| <b>MetroPlan Orlando - Board of Directors</b><br>Frequency: 2nd Wednesday, monthly - 9:00 a.m.<br>Location: MetroPlan Office, 250 S. Orange Ave, Suite 200, Orlando           | Olga Castano         | 10/04/2022     | <b>Alternate Added 10/04/2022</b><br>Commissioner Angela Eady<br><i>Airport Non-Voting Member</i><br><i>Shaun Germolus</i><br>(The City of Kissimmee's appointment is normally the Mayor but that is determined by the City Council. The term ends if an elected leaves office or their Council appoints someone else) |

|                                                                                                                                                                             |                  |            |                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Osceola Chamber of Commerce - Board of Trustees</b><br>Frequency: 2nd Friday, monthly - 11:45 a.m. - 1:00 p.m.<br>Location: Chamber Building, 1425 E. Vine St, Kissimmee | Janette Martinez | 10/04/2022 |                                                                                                                                                                |
| <b>Osceola Council on Aging</b><br>Frequency: Varies<br>Location: Barney Veal Center, 700 Generation Pl, Kissimmee                                                          | Olga Gonzalez    | 10/04/2022 |                                                                                                                                                                |
| <b>Toho Water Authority - Board of Directors</b><br>Frequency: 2nd & 4th Wednesday, monthly - 5:00 p.m.<br>Location: TOHO Water Administration, 951 MLK Blvd, Kissimmee     | Angela Eady      | 10/04/2022 |                                                                                                                                                                |
| <b>Tourist Development Council (TDC)</b><br>Frequency: Quarterly<br>Location: County Commission Chambers, 1 Courthouse Sq, Kissimmee                                        | Olga Castano     | 10/04/2022 | 4-Year term, 2-term limit.                                                                                                                                     |
| <b>Transportation Disadvantaged Local Coordinating Board (TDLCB)</b><br>Frequency:<br>Location:                                                                             | Olga Castano     | 10/04/2022 | 1-year rotating appointment between Orange, Osceola, and Seminole County elected officials<br>Term ended Feb 15, 2024.<br>-2025 Term rotates to Orange County. |
| <b>Tri-County League of Cities</b><br>Frequency: 3rd Thursday, monthly<br>Location: Varies                                                                                  | Olga Gonzalez    | 10/04/2022 | Not appointed by City Commission                                                                                                                               |

| Board / Organization                                                                                                                                         | Serving Commissioner    | Date Appointed | Information                                           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|----------------|-------------------------------------------------------|
| <b>Kissimmee Utility Authority - Board of Directors</b><br>Frequency: 1st Wednesday, Monthly - 3:30 p.m.<br>Location: KUA, 1701 W. Carroll Street, Kissimmee | Olga Gonzalez,<br>Mayor | 10/04/2022     | Charter requires Mayor to fulfill this role.          |
| <b>Osceola County Emergency Advisory Group (EAG)</b><br>Frequency: Group meets as needed.<br>Location: Osceola County Emergency Operations Center            | Olga Gonzalez,<br>Mayor | 10/04/2022     | County Ordinance requires Mayor to fulfill this role. |

## **ITEM 8.B**

### **2025 City Commission Meeting Calendar**

#### **Request**

Approval to establish the Commission annual meeting calendar for 2025.

#### **Explanation**

Each year, the City Commission approves a calendar for the upcoming year to help staff plan agenda items and to inform the Commission, staff, and the public of the meeting schedule. Commission meetings are held on the 1st and 3rd Tuesdays of each month.

Staff recommends that the Commission adopt the complete calendar for 2025, including the dates set for the Annual Commission Retreat, Budget Workshop, and Budget Hearings. The Budget Hearings are tentatively scheduled for the 1st and 3rd Tuesdays in September. However, since the City is required by statute to defer its adoption dates to Osceola County and the Osceola County School District, these dates will be confirmed later in the year.

Although Commission meetings are set, Workshops and CRA meetings will be scheduled as needed throughout the year.

#### **Recommendation**

Approval to adopt the 2025 City Commission Meeting Calendar

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: City Manager

Presenter: Mike Steigerwald

#### **Attachment(s):**

1. 2025 Commission Meeting Dates



## OFFICE OF THE CITY CLERK

101 CHURCH STREET, SUITE 500 - KISSIMMEE, FLORIDA 34741 – 407.518.2308

# 2025 City of Kissimmee Commission Meeting Dates

January 7, 2025  
January 21, 2025  
January 24, 2025 (Commission Retreat) \*8:30 am

February 4, 2025  
February 18, 2025

March 4, 2025  
March 18, 2025

April 1, 2025  
April 15, 2025

May 6, 2025  
May 20, 2025

June 3, 2025  
June 17, 2025

July 1, 2025  
July 15, 2025  
July 22, 2025 (Budget Workshop) \*2:00 pm

August 5, 2025  
August 19, 2025

September 2, 2025 (1<sup>st</sup> Budget Hearing)  
September 16, 2025 (2<sup>nd</sup> Budget Hearing)

October 7, 2025  
October 21, 2025

November 4, 2025  
November 18, 2025

December 2, 2025  
December 16, 2025

The City Commission meets on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday each month. Dates are subject to change and/or meetings may be added with Commission approval.

All meetings are scheduled for 6:00 p.m. unless otherwise noted by an asterisk \*.

## ITEM 8.C

### Advisory Board Vacancy: Board of Adjustment

#### Request

The Commission is requested to make appointments to fill a vacancy on the Board of Adjustment.

#### Explanation

Board of Adjustment Member, Luis Ruiz has notified the City that he no longer maintains a residence inside the city limits of Kissimmee. City Code Section 2-180 (c) states that "members of the board may be city or non-city residents. Non-city residents must either own property or maintain a business office within the city." Mr. Ruiz does not own property or maintain a business office within the City, and therefore, has been removed from the board and a new replacement must be appointed. Mr. Ruiz's term is set to expire May 31, 2026. Seat # 4 has been assigned to this vacancy.

The assigned 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 # 4- Martinez<br><br><i>*No applications on file</i> | 12/03/2024           | Board of Adjustment | 05/31/2026          | City resident and must have a Florida License as an Engineer, Architect, Surveyor, or Contractor. Members may be a non-resident, but must either own real property or maintain a business office within the City and must also have a Florida License as an Engineer, Architect, Surveyor or Contractor. |

#### Recommendation

The Commission is requested to make appointments to fill a vacancy on the Board of Adjustment.

#### REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter:

#### Attachment(s):

None