



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 21, 2025 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Domestic Violence Awareness Month

3.B Proclamation - Florida City Government Week

3.C Proclamation - World Polio Day

3.D Promotion Ceremony for Newly Promoted Battalion Chief and Lieutenants

3.E Introduction of AdventHealth Kissimmee CEO Craig Moore

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 October 7, 2025, meeting

7.B Acceptance of Funding with the Department of Children and Families for LP045 - Homeless Services Pilot

7.C Authorization to purchase the annual city vehicle requirements for FY2025-26

7.D Interlocal Agreement with School Board of Osceola County for Bob Makinson Aquatic Center

7.E Access and Maintenance Easement Agreement for Osceola Village Wall Tract F-2

7.F Funding Application for Construction of Taxiway Alpha Improvements

7.G Funding Application for Construction of New Air Traffic Control Tower

7.H Advertising Funding from Experience Kissimmee for Kissimmee Gateway Airport

7.I Off Duty Management (Law Enforcement Off-Duty Management Scheduling and Billing Contract)

7.J Implementation of a Therapy Dog Program and approval to accept a donated Canine, Bristol Valor, from Valor Service Dogs.

7.K First Extension to Janitorial Services Contract with Halo Building Services

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.A (DKCRA) Downtown Kissimmee CRA Logo Design Presentation
- 8.B (DKCRA) Residential Property Improvement Program Policy Updates
- 8.C (VSCRA) Vine Street Community Redevelopment Agency Residential Property Improvement Program (RPIP) Approval

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

- 8.D Nonprofit Funding Transition Plan

9. HEAR CITY OFFICIALS

- 9.A CITY MANAGER
- 9.B CITY ATTORNEY
- 9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A

Proclamation - Domestic Violence Awareness Month

Request

Proclamation presentation to Tammy Douglas, Director of Help Now, in honor of Domestic Violence Awareness Month.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Domestic Violence Awareness Month 2025

Proclamation



DOMESTIC VIOLENCE AWARENESS MONTH

WHEREAS, Help Now is the certified domestic violence center that has provided critical services to survivors of domestic violence and their children in Osceola County for the past 42 years; and

WHEREAS, 24 acts of domestic violence occur every 60 seconds in the United States, and in 2020, Florida reported more than 106,515 incidents of domestic violence—including 2,267 in Osceola County—and 198 murders statewide; and

WHEREAS, domestic violence is a widespread issue that transcends economic, racial, gender, educational, religious, and societal boundaries, and addressing it requires increased public understanding, proactive community engagement, and expanded access to support; and

WHEREAS, when a family member is abused, the long-term harmful effects often extend beyond the individual survivor, impacting families, friends, and the entire community; and

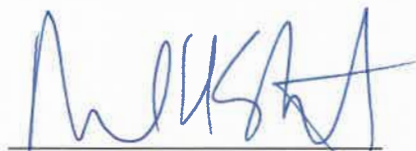
WHEREAS, Domestic Violence Awareness Month provides an important opportunity for citizens to learn more about preventing domestic violence and to show support for the many organizations and individuals who provide vital advocacy, services, and support to survivors; and

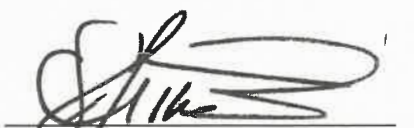
WHEREAS, we encourage domestic violence survivors and their families to seek assistance from certified domestic violence programs such as Help Now of Osceola, and from trusted partners such as the City of Kissimmee Police Department; and

WHEREAS, the efforts of Help Now of Osceola, the Osceola County Domestic Violence Task Force, and their dedicated community partners in combating domestic violence are hereby recognized and commended; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of October 2025 as "**National Domestic Violence Awareness Month**" and call upon the citizens of our community to join us in working towards the elimination of personal and institutional violence against all persons.

IN WITNESS, THEREOF, this is signed this 21st day of October 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B**Proclamation - Florida City Government Week****Request**

To present a proclamation to our city officials in honor of "Florida City Government Week".

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - Florida City Government Week

Proclamation



FLORIDA CITY GOVERNMENT WEEK

WHEREAS, Government Week is celebrated every October in cities across Florida to highlight and engage residents in their local government; and

WHEREAS, city government is the closest level of government to the people and has a direct impact on their daily lives; and

WHEREAS, municipal government provides services, resources, and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its residents and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to promote understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to encourage the community to take an active role in their local government; and

WHEREAS, the Florida League of Cities and its member cities have united to teach residents about municipal government through a variety of activities; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the week of October 20 - 26, 2025 as **"Florida City Government Week"** in the City of Kissimmee and encourage all residents, city officials, and employees to engage in events that recognize and celebrate the vital role of city government in our community.

IN WITNESS, THEREOF, this is signed this 21st day of October, 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Proclamation - World Polio Day

Request

Presentation of World Polio Day Proclamation to Kathy Pierson along with other members of the Rotary Club of Kissimmee West members.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation - World Polio Day

Proclamation



WORLD POLIO DAY

WHEREAS, The Rotary Club of Kissimmee West motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary International launched Polio Plus in 1985 and helped establish the Global Polio Eradication Initiative in 1988, which today includes the World Health Organization, the US Centers for Disease Control and Prevention, UNICEF, the Bill Gates & Melinda Gates Foundation and Gavi, the Vaccine Alliance; and

WHEREAS, Rotary International helped reduced polio cases by 99.9 percent since their first project to vaccinate children in the Philippines in 1979; and

WHEREAS, Since Rotary International and its partners launched the Global Polio Eradication Initiative in 1988, the incidence of polio has plummeted by more than 99.9 percent, from about 350,000 cases to just 5 cases in 2021. Rotary has contributed more than \$2.4 billion to ending polio.

WHEREAS, The Rotary Club of Kissimmee West is one of 6 Rotary Clubs within Osceola County, which include Rotary Club of Kissimmee, Rotary Club of Kissimmee Bay, Rotary Club of St. Cloud, Rotary Club of Celebration and Rotary Club of Poinciana, whose members sponsor service projects to address such critical issues as poverty, health, hunger, illiteracy, and the environment in our local communities and abroad; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 24, 2025 as **"World Polio Day"** in the City of Kissimmee and encourage all citizens to join Rotary International in the fight for a polio-free world.

IN WITNESS, THEREOF, this is signed this 21st day of October, 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D

Promotion Ceremony for Newly Promoted Battalion Chief and Lieutenants

Request

Staff requests that the newly promoted Battalion Chief and Lieutenants be sworn into their newly appointed positions.

Explanation

The new fire assessment allowed for the hiring of the 4th Shift of firefighters. Also included in the hiring were two new sworn positions being added to the department's administrative offices: an additional EMS Lieutenant and a Battalion Chief of Training.

The following personnel have been promoted into these positions effective October 13, 2025:

Kris Klemm to Battalion Chief of Training
Taylor Bruno to EMS Lieutenant

Jamie Steffen is being promoted to Lieutenant.
She will be filling the vacancy created by Kris Klemm's promotion.

Department: Fire
Presenter: James Walls

Attachment(s):

1. (S) Oaths of Office for Promotion Ceremony

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



October 21, 2025

I, Kris Klemm, having been appointed to the position of Battalion Chief of Training, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Kris Klemm

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



October 21, 2025

I, Taylor Bruno, having been appointed to the position of EMS Lieutenant, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Taylor Bruno

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



October 21, 2025

I, Jamie Steffen, having been appointed to the position of Lieutenant, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Jamie Steffen

Attest (City Clerk)

Jim Walls, Fire Chief

ITEM 3.E**Introduction of AdventHealth Kissimmee CEO Craig Moore****Request**

Introduction of the new Chief Executive Officer of AdventHealth Kissimmee, Mr. Craig Moore.

Explanation

Former AdventHealth Kissimmee CEO Sheila Rankin was recently named CEO of AdventHealth Winter Park. Craig Moore, former COO of AdventHealth Kissimmee, has been appointed as the new CEO for the AdventHealth Kissimmee campus and its partnering facilities.

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 7.A**Approval of City Commission Minutes from the October 7, 2025, meeting****Request**

Approval of the October 7, 2025, commission meeting minutes.

Explanation

Minutes of the commission meeting held on October 7, 2025, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. (S) CCM MIN OCT 07 2025



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 7, 2025, AT 6:00 PM**

1. MEETING CALLED TO ORDER

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

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

Staff Absent: Deputy City Manager Desiree Matthews

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

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Promotion Ceremony for Fire Engineers and Lieutenants

Staff requests that newly promoted Fire Engineers and Lieutenants be sworn in to their newly appointed positions.

Fire Chief Walls administered the Oath of Office to newly promoted Fire Engineers and Lieutenants.

3.B Service Awards for July, August, and September 2025

Staff requests that the City Commission join the City Manager in recognizing employees who have reached milestones in years of service.

City Manager Steigerwald acknowledged employees who've reached service milestones of five, ten, fifteen, twenty, twenty-five and presented awards to those who were in attendance.

3.C Employee of the Month for October

Staff requests that the City Commission join the City Manager in recognizing John Rooney of the Fire Department as the Employee of the Month for October.

City Manager Steigerwald introduced John Rooney of the Fire Department and reviewed the qualities and attributes which led to their nomination and selection as employee of the month. City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads but by nominations that are reviewed and selected by a committee of their peers from all departments in the City and there is no greater honor.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - Proposed Ordinance #25-03 - Amending the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB): Armstrong Rezoning - ZMA-25-0001

AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Approval of a Zoning Map Amendment to change the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB) on approximately 2.69 acres of land on Parcel ID: 19-25-29-00U0-0014-0000.

Planner Ryan Altizer reviewed the details of the property and requested commission approval. City Attorney Sanchez de Fuentes read Ordinance # 3124 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez moved to adopt Ordinance #3124. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

4.B Public Hearing - Second & Final Reading - Proposed Ordinance #25-08 - Deletion of the Building Fee Ordinance

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS, AMENDING DIVISION 5 BUILDING PERMITS SECTION 9-115 COMMERCIAL PERMIT FEES; SECTION 9-116 MULTIFAMILY PERMIT FEES; SECTION 9-117 MISCELLANEOUS PERMIT FEES; SECTION 9-118 SINGLE FAMILY RESIDENCE PERMIT; SECTION 9-119 INSPECTIONS; SECTION 9-120 VALUATION OF CONSTRUCTION; SECTION 9-121 FAILURE TO OBTAIN A PERMIT; SECTION 9-122 PLAN REVISIONS; SECTION 9-124 PERMIT EXTENSIONS; SECTION 9-125 ANNUAL INCREASE; SECTION 9-126 TECHNOLOGY; SECTIONS 9-127 THROUGH 9-140 RESERVED; DIVISION 6 MECHANICAL PERMITS SECTION 9-141 SCHEDULE OF PERMIT FEES; SECTION 9-142 FAILURE TO OBTAIN A PERMIT; SECTION 9-143 PLAN REVISIONS; SECTION 9-144 DUPLICATE PERMITS; SECTION 9-145 PERMIT EXTENSIONS; SECTION 9-146 ANNUAL INCREASE; SECTION 9-147 TECHNOLOGY; SECTIONS 9-148 THROUGH 9-165 RESERVED; DIVISION 7 PLUMBING PERMITS; SECTION 9-166 SCHEDULE OF PERMIT FEES; SECTION 9-167 INSPECTIONS; SECTION 9-168 FAILURE TO OBTAIN A PERMIT; SECTION 9-169 PLAN REVISIONS; SECTION 9-171 PERMIT EXTENSIONS; SECTION 9-172 ANNUAL INCREASE; SECTION 9-173 TECHNOLOGY; SECTIONS 9-174 THROUGH 9-185 RESERVED; DIVISION 8 ELECTRICAL PERMITS SECTION 9-186 SCHEDULE OF PERMIT FEES; SECTION 9-187 INSPECTIONS; SECTION 9-188 FAILURE TO OBTAIN A PERMIT; SECTION 8-189 PLAN REVISIONS; SECTION 9-191 PERMIT EXTENSIONS; SECTION 9-192 ANNUAL INCREASE; SECTION 9-143 TECHNOLOGY; SECTIONS 9-194 THROUGH 9-222 RESERVED; DIVISION 9 FIRE PERMITS SECTION 9-223 SCHEDULE OF PERMIT FEES; SECTION 9-224 INSPECTION FEES; SECTION 9-225 FAILURE TO OBTAIN A PERMIT; SECTION 9-226 PLAN REVISIONS; SECTION 9-227 DUPLICATE PERMITS; SECTION 9-228 PERMIT EXTENSIONS; SECTION 9-229 ANNUAL INCREASE; SECTION 9-230 TECHNOLOGY; SECTIONS 9-231 THROUGH 9-241 RESERVED; DIVISION 10 REFUNDS SECTION 9-242 FEE REFUNDS; SECTION 9-243 APPLICABILITY; AND SECTION 9-244 NON-

REFUNDABLE CONDITIONS AND FEES BY UPDATING THE FEES TO ADEQUATELY ADDRESS THE COST OF PROCESSING ITEMS, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Requesting approval to delete the Building Permit Fee Ordinance.

City Attorney Sanchez de Fuentes read Ordinance # 3125 by title. City Manager Steigerwald explained that the ordinance removal allows for the city to bring fees via policy or resolution, which is consistent with how other fees are managed. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Alvarez moved to adopt Ordinance # 3125. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Substantial Amendment to the Osceola County HOME Consortia HOME Allocation for FY2023 and its accompanying Amended Resolution

Approve the Substantial Amendment to the Osceola County HOME Consortia HOME Allocation for FY2023 and its accompanying Amended Resolution.

Housing Manager Frances DeJesus reviewed the item, provided a brief overview of the allocation of HOME funds, and recommended approval of an amended resolution. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez made a motion to approve the Public Hearing and adopt Resolution #22-2025. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

5.B Public Hearing - Adoption of a resolution to vacate right-of-way located adjacent to 15 Church St. - ABDN-25-0002

Approval to adopt a resolution to vacate 0.1 acres, more or less, of right-of-way located adjacent to 15 Church St. that has a (T4-R), and (T4-0) Zoning designations.

Planning Manager Brenda Ryan reviewed the proposed right of way property details attached to the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience.

Mayor Espinosa made a motion to approve the Public Hearing and adopt Resolution #23-2025. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

6. HEAR AUDIENCE *Anything requiring a vote will be heard later.*

Mayor Espinosa opened the floor for public comment. Several individuals submitted comment cards to speak "Exhibit A," addressing concerns related to pending legislative or administrative

code decisions that could impact Kissimmee, specifically the urgent need for licensed physicians to operate critical-need facilities. Additional comments were made regarding oversized trucks and illegal parking along Main Street and Broadway, and security enhancements were recently put in place to better track this.

The Commission reached a consensus to include the issue of critical-need physicians and facilities in the proposed legislative priorities, scheduled for discussion under item 8.F. A follow-up request was made during public comment for the commission to investigate and refer a matter of potential misuse of position by a sitting commissioner. The City Attorney's Office will conduct a review pursuant to the City Charter and will provide a legal analysis at a future date.

- 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. At the request of any individual member, an item may be removed from the Consent Agenda for discussion.*

Mayor Espinosa made a motion to approve the Consent Agenda in its entirety minus item 7.G. Commissioner Alvarez seconded the motion.

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the September 16, 2025, meeting and the September 22, 2025, workshop
Approval of the September 16, 2025, commission meeting and September 22, 2025, Workshop minutes.
- 7.B Adoption by Resolution of the Building Permit Fees
Requesting approval of the updated Building Permit Fee Resolution.

Resolution #24-2025
- 7.C Consent to Sub-Lease Between MaxFlight Helicopter Services Inc. and Enterprise Leasing Company of Orlando, LLC
Approval of Consent to Sub-Lease between MaxFlight Helicopter Services Inc. and Enterprise Leasing Company of Orlando, LLC (contract #20240441).
- 7.D Second Amendment to Lease for Florida Coach Inc.
Approval of Second Amendment for Ground and Building Lease for Florida Coach, Inc., located at Kissimmee Gateway Airport (contract #20240318).
- 7.E Lease purchase agreement between the City of Kissimmee and Axon Enterprise, Inc. for FUSUS – Real Time Crime Center (RTCC) digital platform
Approve the lease purchase agreement between the City and Axon Enterprises, Inc. for access to the FUSUS Program (Contract # 20250337), authorize payments required to be made under the agreement, and execute the deal with the Mayor's signature.
- 7.F CentralSquare Technologies' annual software maintenance fee for the OneSolution Public Safety Software Suite
Approval of the annual maintenance fee for OneSolution Public Safety Software suite with CentralSquare Technologies in the amount of \$256,071
- 7.G Interlocal Agreement with Osceola County, City of St. Cloud, School Board of Osceola County, and Osceola Legislative Effort, Inc.
Approval of the Interlocal Agreement (contract #20250392) between Osceola County, the City of St. Cloud, the School Board of Osceola County, and Osceola Legislative Effort, Inc.

(OLE) for the acquisition of joint lobbying services. The proposed agreement term is October 1, 2025, through September 30, 2027.

Item was removed from consent and placed on discussion.

- 7.H Purchase of annual budgeted computer equipment
Approval to purchase Fiscal Year 2025-26 budgeted servers, personal computers, printers, and associated equipment from the State or National purchasing contracts with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available from applicable agreements.
- 7.I Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.J Request for Proposal 2025-012 and Neighborhood Stabilization Program New Construction Agreement - 2W Solutions Construction Corp/DBA 2W Solutions
Approval to accept the response to the Request for Proposal (RFP) 2025-012 and authorize the Mayor to execute the Neighborhood Stabilization Program (NSP) New Construction Agreement between the City of Kissimmee and 2W Solutions Construction Corp/DBA 2W Solutions, contract #20250403.
- 7.K Installation of a cured-in-place stormwater pipe under Westlake Drive
Approval to contract for a cured-in-place pipelining with SAK Construction, LLC (contract # 20250408) of \$113,800.
- 7.L MBF Mobile Command Vehicle Purchase
Approval to purchase a budgeted new mobile command vehicle scheduled for replacement in FY25/26 and for the Mayor to execute contract #20250416 related to the Mobile Command Vehicle Purchase.
- 7.M Local Government Contribution for Affordable Housing Projects (2025)
Approval to provide local government contribution of \$20,000 for the construction of one or more affordable housing projects and to execute the necessary Local Government Verification of Contribution Forms, if applicable.
- 7.N Airport Disadvantage Business Enterprise (DBE) / Unified Certification Program (UCP)
Approval of the airport's participation in the Florida Unified Certification Program (UCP) (contract #20250418).
- 7.O Space/Use Permit Renewal for Terry's Electric
Renew a Space/Use Permit (SUP) for Terry's Electric, Inc. (contract #20240319).
- 7.P License Agreement Between Kissimmee Gateway Airport and Florida Department of Transportation
Approval of License Agreement (contract #20250384) between Kissimmee Gateway Airport and the Florida Department of Transportation to support emergency response team activities.
- 7.Q Tyler Software Service Agreement
Approval of the annual Software as a Service (SaaS) payment to Tyler Technologies for \$599,742.50.
- 7.R Temporary Space Use Agreement – Carroll Street/Thacker Avenue Parcel
Approval of a Space Use Permit agreement between the City of Kissimmee and Harris-McBurney Company (Contract #20250417) for the temporary use of a city-owned property located off Carroll Street and Thacker Avenue (0 N Thacker Avenue) for material and equipment storage related to a Toho Water Authority project.

7.S Design Services Agreement for the City of Kissimmee Emergency Operations/Communications Center & Parking Garage

Approval of a Professional Services Agreement with JL2 Architecture, Inc., Contract #20250365 for full architectural and engineering design services related to the new Emergency Operations Center (EOC), Communications Center, and Parking Garage (RFQ2025-001), for \$1,992,000.00.

7.T Kissimmee Mill Run Park Fire Station – Construction Manager at Risk, Guaranteed Maximum Price Addendum with CORE Construction

Request approval of the Guaranteed Maximum Price Addendum with CORE Construction, and authorization to replace Exhibit “C,” which was initially included as a placeholder in the Construction Manager at Risk contract (#20250225), with the finalized Exhibit “C” establishing the GMP for the new Kissimmee Fire Department Mill Run Park Fire Station.

8. DISCUSSION ITEMS

7.G. Interlocal Agreement with Osceola County, City of St. Cloud, School Board of Osceola County, and Osceola Legislative Effort, Inc.

. The commission and the city manager examined the fee differences between the City and Saint Cloud, considering the disparity in population sizes. They also considered the option of renegotiating the agreement to either lower the City’s cost to \$35,000 or match Saint Cloud’s \$30,000 fee.

Mayor Espinosa made a motion to approve the agreement at the funding level of \$35,000. Commissioner Ortiz seconded the motion.

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

NAY: Commissioner Martinez

Motion carried 4-1.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (VSCRA) RFQ #2025-005 - Request to Negotiate with Qualified Respondent to Acquire and Redevelop the Kmart Site, 2211 W. Vine Street.

Approval of the recommended selection of CapStrata and Hedrick Brothers Development (Vine Street Redevelopment, LLC) as the Master Developer for RFQ #2025-005, Kmart Site Redevelopment, and authorize staff to proceed with negotiations pursuant to a Master Development Agreement.

Economic Development Director David Rodriguez introduced CRA Manager Samia Singleton, who provided an overview of the project details included in the agenda. The commission and developer discussed the mixed-use project including the development of a residential apartment complex to include approximately 630 residential units, all built in compliance with ADA building code requirements, along with over 51,000 square feet of retail and commercial space. A recommendation was made to include grocery stores to new residential complexes moving forward.

Mayor Espinosa made a motion to approve the selection of CapStrata and Hedrick Brothers Development and authorize staff to proceed with negotiations of a master development agreement. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

8.B (VSCRA) Agreement with Cross Construction Services, Inc. for demolition of the former Big Lots and Kmart buildings at 2211 W. Vine Street.

Approve the agreement with Cross Construction Services, Inc. (contract #20250410) for demolition services at 2211 W. Vine Street for an amount not to exceed \$561,173.60, with authorization for the City Manager to add any alternates if required.

CRA Manager Samia Singleton reviewed the project details attached to the agenda.

Mayor Espinosa made a motion to approve the demolition agreement. Commissioner Alvarez seconded the motion.

Motion carried 5-0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.C Prospera Annual Presentation and Approval of the FY2025-2026 Funding Agreement

Approval of contract # 20250373 with Prospera for FY 2025-2026 to fund business assistance services.

Economic Development Director Rodriguez introduced Vice President Katia Medina from Prospera, who provided an annual update and a PowerPoint attached to the agenda. She introduced Jonathan Mendez from JMB Solutions Services, LLC, who briefly discussed his customer success story partnering with Prospera.

At the request of Commissioner Eady, Ms. Medina clarified that Prospera services all community members and collaborates with other agencies, such as the Small Business Development Center ("SBDC") and the Black Business Investment Fund ("BBIF"). Mayor Espinosa emphasized the need to assess overlapping services and determine which funded programs are most effective. Commissioner Eady initially moved to approve the agreement, contingent on city staff reaching out to BBIF for assistance for an underserved demographic. The motion was later amended to authorize the Prospera Agreement as presented.

Commissioner Eady made a motion to approve the Prospera Agreement as presented. Mayor Espinosa seconded the motion.

Motion carried 5-0.

8.D Agreement between the University of Central Florida Research Foundation through the National Entrepreneur Center and the City of Kissimmee for FY 2026

Approve agreement #20250382 for the University of Central Florida Research Foundation, the National Entrepreneur Center and the City of Kissimmee.

Economic Development Director Rodriguez introduced Program Director Roger Colon of the Central Florida International Trade Office who reviewed a PowerPoint attached to the agenda. The presentation reviewed the 2023 County Trade Data and the 2025 Tariff Snapshot Analysis.

Mayor Espinosa made a motion to approve the agreement as presented. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

8.E Amendment to the Economic Development Incentives

Request to approve an amendment to the Economic Development incentives offered by the City of Kissimmee to target industry enterprises seeking to expand or relocate in the city, including the Medical Arts District (MAD) incentives, and the Aerospace Advancement Initiative incentives.

Economic Development Director Rodriguez reviewed the economic development incentives attached to the agenda. A citizen, Alex Alemi spoke in support of the item (Exhibit "A").

Mayor Espinosa made a motion to approve. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

8.F Legislative Priorities 2025-2026

Discussion and approval of the proposed Legislative Priorities 2025-2026.

City Manager Steigerwald reviewed the proposed legislative priorities attached to the agenda and discussed appropriations. Commission consensus received to add the issue of critical-need physicians and facilities in the proposed legislative priorities. A status update was provided on customs and border patrol at the airport, which is awaiting a response from the Governor's Office.

A citizen, Alex Alemi (Exhibit "A") proposed a property tax reform that eliminates taxes on improved properties and shifts the taxable focus to land value. He encouraged city officials to take advantage of this opportunity to begin discussions, as legislative decisions are being made in Tallahassee.

Commissioner Martinez made a motion to approve. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

8.G Commission Travel Authorization

Approval of Commission travel request and any associated costs, such as hotel accommodations, travel expenses, meals, and mileage, in accordance with the City Commission policy.

City Manager Steigerwald reviewed the travel requests as outlined on the agenda.

Commissioner Alvarez made a motion to approve a travel request for Mayor Espinosa, Commissioner Ortiz, the City Manager and the Economic Development Director to attend the Puerto Rican Mayors Summit 2025. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reviewed an invitation for Commissioner Ortiz from the National Chamber of Arts. The group has requested to hold an event in Kissimmee in February 2026, designating the City of Kissimmee as the "City of Love" (Exhibit "B"). Staff requests commission approval and formally invites the commissioners to attend the event next year.

Commissioner Martinez made a motion to approve moving forward with planning and organizing the event. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

City Manager Steigerwald explained that the City had to remove three (3) PAB board members recently due to a lack of attendance, and a fourth member resigned, leaving us without a quorum. Applications for qualified candidates were distributed to the commissioners for review and consideration (Exhibit "C").

Commissioner Alvarez made a motion to appoint Thomas Kapp to the Planning Advisory Board. Mayor Espinosa seconded the motion.

Motion carried 5 - 0.

Mayor Espinosa made a motion to appoint Raymond Sanchez to the Planning Advisory Board. Commissioner Eady seconded the motion.

Motion carried 5-0.

Mayor Espinosa made a motion to appoint Jon Arguello to the Planning Advisory Board. Commissioner Martinez seconded the motion.

AYE: Commissioner Eady, Commissioner Martinez, Mayor Espinosa, Commissioner Ortiz
NAY: Commissioner Alvarez

Motion carried 4 - 1.

Commissioner Martinez moved to reconsider the advisory board appointment process and revert to the previous rotational method of assigning vacancies to individual commissioners. City Attorney Sanchez de Fuentes clarified the motion language, and City Clerk Crespo explained that a policy aligned with the new ordinance is in place, but staff have not yet had the opportunity to implement the new process. Following the discussion, consensus was received to table the matter regarding the board appointment process.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez provided feedback and clarification on the accusation made against her. Mayor Espinosa highlighted Breast Cancer Awareness Month, the Business Boost 2.0 and reviewed her experience attending recent community events.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 8:01 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

Exhibit "A" ✓

DATE: 10/7/25

AGENDA ITEM #: _____ OR NON-AGENDA TOPIC: ACN DOCTORS

NAME: JUAN J. GARCIA

ADDRESS: 931 W. OAK ST CITY: KISSIMMEE STATE: FL ZIP: 34741

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE A LIMITED AMOUNT OF TIME TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL, DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 10/7/25

AGENDA ITEM #: _____

OR NON-AGENDA TOPIC: TRUCKS ON
BROADWAY

NAME: TOM KAPP

ADDRESS: 21 N CLYDE AVE CITY: KISS STATE: FL ZIP: 34741

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: Oct 7, 2025

AGENDA ITEM #: _____ OR NON-AGENDA TOPIC: ACN Doctor

NAME: Yoselyn Santos (Physicians Placement Servs)

ADDRESS: 10722 Mottam Point CITY: Orlando STATE: FL ZIP: 3282

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 10/7/2025

AGENDA ITEM #: _____ OR NON-AGENDA TOPIC: Public Comment

NAME: Madelin Casiano

ADDRESS: 4030 Tucker Rd CITY: St Cloud STATE: FL ZIP: 34772

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☒ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 10-07-2025

AGENDA ITEM #: B.A & B.B OR NON-AGENDA TOPIC: _____

NAME: BURK HEDRICK (HEDRICK BROTHERS)

ADDRESS: _____ CITY: WINTER PARK STATE: FL ZIP: 32789

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
☐ I OPPOSE THIS AGENDA ITEM
☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2025-10-07

AGENDA ITEM #: 8.E Eion Dev Incentives **OR NON-AGENDA TOPIC:** _____

NAME: Alex Aleu

ADDRESS: 424 Lakeshore Blvd **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

- ☒ **I SUPPORT THIS AGENDA ITEM**
☐ **I OPPOSE THIS AGENDA ITEM**
☐ **NEUTRAL**

PUBLIC COMMENT

- ☒ **I WISH TO SPEAK**
☐ **I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK**

INSTRUCTIONS:

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PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 2025-10-07

AGENDA ITEM #: 8.F Legislative Priorities OR NON-AGENDA TOPIC: _____

NAME: Alex Alemi

ADDRESS: 424 Lakeshore Blvd CITY: Kissimmee STATE: FL ZIP: 34741

POSITION ON ITEM

- ☒ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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I request an
extra 1 minute
30 seconds
please

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL, DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.



Kissimmee Florida September 27 2025

Official Letter P2565/2025-EU

Subject of the email: Confirmation of Joint Activities
Kissimmee, City of Love (February 2026)

Kissimmee city
Hon. Noel Ortiz
Commissioner Seat 1 of Kissimmee

Dear Commissioner Noel Ortiz,

Please receive a cordial greeting and our renewed gratitude for your participation in the event held on July 24 at the Pedro Henríquez Ureña National Library in Santo Domingo, Dominican Republic, where you honored us with your presence as Commissioner and official representative of the Mayor of Kissimmee.

In accordance with the agreements established, we kindly request your confirmation regarding the activities scheduled for February 2026, within the framework of the proposal to designate Kissimmee as the "City of Love." This proposal will be formally presented on February 10, 2026, at City Hall, with a prior presentation of its foundations before the full assembly of commissioners, subject to its subsequent approval in a public hearing.

Among the planned activities are the following:

- Presentation of the book *"Detrás de la tormenta es donde habita el silencio"* (Behind the Storm is Where Silence Lives), with the participation of former President Dr. Leonel Fernández and Senator Omar Fernández.
- Art exhibition by Engel Segura, focused on autism.
- Gastronomic and tourism showcases from various countries of the Hispanic diaspora in Central Florida.
- Presentation of the book *"Kissimmee, the City of Love"*, published by the National Chamber of Arts.

We would greatly appreciate your official confirmation of the dates and activities in order to proceed with logistical planning and the international promotion of the project.

Sincerely,

National Chamber of Arts CANARTES /
American Chamber of Arts

Mtro. Jacobo Efraín Cabrera Palos
President

CCP. Mike Steigerwald City Manager at City of kissimmee

2621 W. Piedmont Rd Phoenix Az. 05041 +1 407 693 2908 / Montecito 18 piso ejecutivo 21A WTC
CIUDAD DE MEXICO colonia Nápoles alcaldía Benito Juárez código postal 03812 +52 55 73 403674
correspondencia WORLD TRADE Center CDMX Montecito #38 SKY LOBBY TERCER PISO LOCAL 30
Apartado postal 145 Colonia Nápoles Alcaldía Benito Juárez C.P. 03812 www.canartes.org
direccion@canartes.com

Advisory Board Application



Submitted on	16 February 2025, 9:00PM
Receipt number	20
Related form version	8

Applicant Information

First Name	Carlita
Last Name	Nair
Street Address	3401 Harbor Rd
City	Kissimmee
State	FL
Zip Code	34746
Phone	4077446093
Email	carlita.nair@gmail.com
Name of Employer	Coldwell Banker
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Eye Deal & Florida Optical
Street Address of Business Owned/Operated by Applicant	1011 w vine
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34746

Board Interest & Qualifications

Please select all advisory boards you wish to serve on: Board of Adjustment

Historic Preservation Advisory Board
Parks & Recreation Advisory Board
Pension Board - Fire
Pension Board - General Employee
Pension Board - Police
Planning Advisory Board

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Balgo Tech - ai solutions for private equity

Please list any special skills or certifications?

Managing my own company, alongside operating my families opticals, and flipping real estate before the age of 30 - is a special skill set in itself, testifying to my abilities to manage tasks, multi million dollar budgets, and execute.

Please attach your resume or proof of qualification and/or licenses.

[Carlita-Nair resume.pdf](#)
[Carlita transcripts HRP.pdf](#)
[Real estate license .pdf](#)

Demographics & Certifications

Are you a member of any of the following minority groups?

Asian

What is your gender?

Female

Are you physically disabled?

No, I am not physically disabled

Signature



[Link to signature](#)

Carlita Nair

Serial Entrepreneurship Turned Real Estate Specialist

Kissimmee, FL 34746

carlita.nair@gmail.com

+14077446093

Professional Summary

Entrepreneurial professional and jack of many trades with extensive experience in launching and scaling businesses across diverse industries, including luxury design event planning, e-commerce, AI technology, and digital marketing. Co-founded a successful AI algorithms company, generating \$3M in revenue and projecting \$10M in the current year. Led two beauty brands to \$2M in revenue, overseeing all aspects of e-commerce, marketing, and operations. Proven expertise in project management, strategic growth, sales, and team leadership, with a track record of driving innovation and delivering results.

Hobbies and Goals:

Currently - working on flipping 3 homes in my community and managing over a dozen rental properties for my household. I specifically take interest in design and enjoy getting the best value out of my dollar without compromise on luxury. Meanwhile managing the marketing of my families small business portfolio in Osceola County.

My personal hobbies include travel, car collecting, and the research of alternative sciences for health and tech.

Work Experience

Sales Associate

Coldwell Banker-Winter Park, FL

Present

Specializing in Investment Properties & Luxury Real Estate

As a dedicated Realtor with Coldwell Banker, I specialize in guiding clients through the purchase, sale, and investment of luxury real estate and high-potential investment properties. With a keen understanding of market trends, valuation, and negotiation strategies, I provide expert insight to investors seeking profitable opportunities and individuals looking for upscale residential properties. My commitment to personalized service ensures clients receive tailored solutions that meet their unique needs, whether they're acquiring their dream home or expanding their investment portfolio.

Vice President/Owner

Balgo Technologies LLC-Florida

January 2023 to Present

Co-founded along with my husband and led a company specializing in the development of AI algorithms designed for financial companies and retail traders. Through innovative solutions, the company successfully generated \$3 million in revenue, with projections to reach \$10 million in the current fiscal year. In 2024, we sold the majority of the company to a major New York-based firm, positioning the company for global expansion, including a move to Dubai for a focus on proprietary simulation trading. I have since stepped into a background position until further notice.

Key Achievements:

- Sales Development: Spearheaded the creation of cutting-edge AI algorithms that were utilized by financial institutions and retail traders, trained and managed teams for both inside, outside and b2b sales. Teams consisted of over 65 employees.

- **Revenue Growth:** Led the company from inception to \$3 million in revenue, with forecasts indicating a strong potential for continued growth, set to reach \$10 million in the current year.
 - **Strategic Business Transition:** Orchestrated the company's shift from selling directly to retail traders to a successful B2B model, focusing on partnerships with large financial institutions.
 - **Acquisition & Expansion:** Facilitated the sale of the majority stake in the company to a major NY firm, positioning the brand for global expansion, including relocation to Dubai to focus on high-level proprietary trading simulations.
 - **Leadership & Strategy:** Managed cross-functional teams, developed long-term business strategies, and negotiated key partnerships, ensuring the company's success in both retail and institutional markets.
- This venture allowed me to refine my expertise in AI technology, business scaling, and strategic growth, while building a successful global enterprise.

Marketing Coordinator

Freelance/Self Employed
January 2015 to Present

Currently only managing my families business portfolio in healthcare and real estate

As a self-taught web design, marketing, and digital marketing professional, I have been providing comprehensive services to a diverse range of clients since 2015. Over the years I have been able to be a digital nomad, I have honed my skills through a combination of hands-on experience, online courses, and self-driven learning, enabling me to deliver results-driven digital solutions. My expertise spans various industries, including medical offices, real estate, beauty brands, and small businesses from Florida to Canada.

Key Skills & Achievements:

- **Web Design & Development:** Created and maintained visually appealing, user-friendly websites using tools like WordPress, Wix, and Shopify. Focused on responsive design, SEO optimization, and seamless user experience.
- **Digital Marketing Strategy:** Developed and implemented digital marketing strategies tailored to client goals, using SEO, SEM, social media marketing, and email marketing to drive brand awareness, customer engagement, and lead generation.
- **Social Media Management:** Managed social media accounts for multiple brands, increasing engagement and follower growth through content creation, paid ads, and organic strategies. Proficient in platforms such as Instagram, Facebook, LinkedIn, and Twitter.
- **Content Creation & Copywriting:** Designed compelling content, including website copy, blog posts, ad copy, and social media content, ensuring alignment with brand voice and target audience.
- **Search Engine Optimization (SEO):** Applied SEO best practices to improve website rankings and increase organic traffic, including keyword research, on-page SEO, and technical SEO optimizations.
- **Paid Media & Analytics:** Managed PPC campaigns (Google Ads, Facebook Ads) and analyzed data from Google Analytics to continuously optimize performance and ROI.
- **E-commerce Solutions:** Designed and launched e-commerce websites, setting up product pages, payment gateways, and customer experience flows to drive conversions.

While the majority of my skills have been self-taught, I have supplemented my learning with various online courses, including certifications in Google Analytics, Google Ads, SEO, and digital marketing platforms. This continuous learning process has empowered me to keep up with the latest trends and innovations in the digital space, ensuring my clients receive cutting-edge services and results.

Founder and CEO

BXMB BEAUTY, Haelo Skin-Vancouver, BC
December 2019 to June 2022

Founded and managed two successful e-commerce beauty brands, specializing in natural supplements, hair care, skin care, and medspa devices. As the sole operator, I handled all aspects of business management, from product development to marketing, website design, and day-to-day operations. With the help of two assistants, I grew the brands to generate \$2 million in revenue during my first solo e-commerce venture. Key responsibilities and achievements include:

- **E-commerce Management:** Built and maintained two Shopify websites, managing design, user experience, product listings, and order fulfillment.

- **Marketing & Sales Strategy:** Developed and executed comprehensive marketing strategies across digital channels (SEO, social media, email campaigns, and influencer partnerships), driving substantial brand awareness and sales growth.
- **Financial Management & Budgeting:** Oversaw all financial aspects of the business, including pricing strategy, cost analysis, and revenue tracking, ensuring profitability and sustainable growth.
- **Team Leadership:** Led a small team of two assistants, providing guidance in daily operations, customer service, and order management.
- **Customer Acquisition & Retention:** Implemented strategies for customer retention, such as loyalty programs and targeted promotions, while optimizing the customer journey to drive repeat business.

This experience strengthened my expertise in e-commerce, digital marketing, and business operations, while also refining my ability to scale a brand from the ground up. I sold my company upon moving to the U.S. and getting married, to focus on my husband business.

Legal Assitant

TDS Lawyers-Surrey, BC

December 2016 to April 2018

Provided comprehensive legal support to a team of attorneys specializing in real estate, litigation, and business law. Assisted in managing a variety of cases and transactions, ensuring the timely and accurate completion of all legal documentation and correspondence. Key responsibilities included:

- **Document Preparation & Review:** Drafted, reviewed, and edited legal documents, including contracts, pleadings, motions, and correspondence, ensuring compliance with legal standards and accuracy.
- **Client Communication & Liaison:** Served as a point of contact for clients, communicating case updates, gathering necessary information, and addressing client inquiries in a professional and timely manner.
- **Contract Management:** Assisted in reviewing, negotiating, and preparing real estate and business contracts, ensuring that all terms and conditions were accurately represented and aligned with client interests.
- **Court Filings & Compliance:** Organized court filings, deadlines, and regulatory compliance for litigation matters, ensuring all filings were submitted in a timely and accurate manner.
- **Real Estate Transactions:** Assisted in all aspects of real estate transactions, including property acquisitions, leases, closings, and title reviews.

Counter manager

Lancôme-Vernon, BC

August 2011 to January 2015

Sales manager. Responsible for employees, hitting targets, scheduling, following up, education, and head makeup artist.

Education

Online course in Fashion & Design Essentials

Parsons The New School for Design - New York, NY

March 2020 to May 2020

Introductory course into the world of textiles, sketching, color theory, and online design programs. Utilized this program for a better grasp on design theory, sourcing, and adobe design.

BBA in Business Management

University of Fraser Valley - Kamloops, BC

January 2016 to May 2019

pursued a Business Management program at the University of Fraser Valley, where I gained foundational knowledge in various aspects of business, including marketing, finance, operations, and organizational behavior. Throughout my studies, I developed strong analytical, leadership, and problem-solving skills, and was exposed to real-world business scenarios through coursework and group projects. I primarily focussed my course work on marketing, with a special interest in digital marketing.

However, I made the decision to leave the program early in order to focus on funding and launching my own business, applying the business knowledge I gained in a practical and entrepreneurial setting. Although I did not complete the program, my time at UFV significantly contributed to my business acumen and decision-making capabilities, helping me navigate the challenges of entrepreneurship.

Associate's degree in Human Resource Management

Vancouver Community College - Surrey, BC

January 2015 to April 2016

overseeing all aspects of human resources within the college, including recruitment, employee relations, benefits administration, compliance with labor laws, talent development, and ensuring a positive work environment for all staff.

Skills

- Paragon 5 (Less than 1 year)
- Microsoft Office (10+ years)
- Google Adwords (5 years)
- OSCAR (1 year)
- Public Relations
- Facebook Advertising (5 years)
- Social Media Management
- Web design (5 years)
- Branding
- Content Management
- Shopify (5 years)
- MLS (1 year)
- Digital Marketing
- WordPress
- Content Creation
- Office management (3 years)
- Quickbooks (3 years)
- Google Analytics (1 year)
- Google Suite (5 years)
- Law office (1 year)
- Email Marketing
- Customer Service (10+ years)
- Search Engine Optimization (SEO)
- HubSpot (2 years)

Languages

- Hindi - Expert
- French - Intermediate
- English - Fluent

Certifications and Licenses

Florida Real Estate Sales Associate

January 2025 to March 2027

Successfully passed both mandatory course work and exam within 3 months on the first attempt. 45 hour post license work is still required.

Publications

My Designer & Self Directed Luxury Wedding

<https://www.businessinsider.com/photos-indian-wedding-cost-bride-advice-florida-2023-9>

September 2023

Successfully planned and executed a two-million-dollar, five-day, three-venue luxury wedding for nearly 400 international guests within a one-year timeline. The event required meticulous planning, attention to detail, and the coordination of a diverse range of moving parts, including vendor management, logistics, and high-level design.

Key responsibilities and skills included:

- **Project Management:** Managed the end-to-end planning process, including budgeting, scheduling, and overseeing the execution of the event to ensure all milestones were met on time and within budget.
- **Team Leadership:** Hand-selected and led a small, dedicated team of professionals to assist with various aspects of the event, providing clear direction and maintaining a collaborative, results-oriented environment.
- **Vendor Coordination:** Worked closely with a variety of luxury vendors (caterers, designers, florists, entertainment) to ensure seamless delivery of services while negotiating contracts and maintaining high standards of quality.
- **Guest Experience:** Curated a world-class guest experience, ensuring every detail, from accommodations to event flow, was designed to exceed the expectations of a high-net-worth, international clientele.
- **PR and Media Relations:** Coordinated with public relations teams to secure media coverage and ensure the event received significant attention in luxury lifestyle outlets, elevating brand visibility.
- **Problem-Solving & Crisis Management:** Managed unexpected challenges with professionalism and poise, finding creative solutions in real time to ensure the event proceeded smoothly.
- **Design & Aesthetic Vision:** Worked closely with design teams to create an elegant and cohesive aesthetic across multiple venues, aligning with the couple's vision while showcasing luxury and sophistication. Presented 5-10 page meticulous slide on each event for each day for the designers to create.
- **Budget Management:** Created a budget, logged by spread sheets negotiated vendors as low as 60% of their price and self sourced many items that were over quoted by vendors.

This experience honed my ability to manage large-scale, complex projects with precision and professionalism—skills directly transferable to high-end real estate, where client satisfaction, attention to detail, and seamless coordination are essential.

BUSINESS TAX RECEIPT

City of Kissimmee

Development Services

101 Church Street

Suite 120

Kissimmee, Florida 34741

BUSINESS NAME: Florida Optical Enterprises, Inc.

Business Type(s): Optician/Optometrlist

DBA:

BUSINESS OWNER: Latchman Hardowar, MD

BUSINESS LOCATION: 1011 W VINE ST
KISSIMMEE, FL 34741

Business Tax Receipt No: BL-001248-2022

License Year: 2025

Effective Date: 10/07/2024

Expiration Date: 09/30/2025

LATE PENALTIES: AS OF OCTOBER 1 - 10% AS OF NOVEMBER 1 - 15% AS OF DECEMBER 1 - 20% AS OF JANUARY 1 - 25%
OPERATING A BUSINESS WITHOUT A BUSINESS TAX RECEIPT IS SUBJECT TO CIVIL ACTIONS AND A PENALTY OF UP TO \$250.

CONDITIONS OF APPROVAL:



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

DIVISION OF REAL ESTATE

THE SALES ASSOCIATE HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 475, FLORIDA STATUTES

NAIR, CARLITA

3401 HARBOR RD
KISSIMMEE FL 34746

LICENSE NUMBER: SL3627027

EXPIRATION DATE: SEPTEMBER 30, 2026

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)

ISSUED: 01/08/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Advisory Board Application



Submitted on	4 October 2025, 8:12AM
Receipt number	120
Related form version	12

Applicant Information

First Name	Thomas
Last Name	Kapp
Street Address	21 N CLYDE AVE
City	Kissimmee
State	FL
Zip Code	34741
Phone	4073833264
Email	tkapp@artinmotionllc.com
Name of Employer	Violets Venom Brewery
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	Yes, I work in the City of Kissimmee.
Where do you work?	Violets Venom Brewery
Work Address	14 W, Neptune Rd
Type of Business	Brewery
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	Kapp and Kapp B&B DBA Violets Venom Brewery
Street Address of Business Owned/Operated by Applicant	21 North Clyde Avenue
City of Business Owned/Operated by Applicant	Kissimmee

State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Planning Advisory Board
Why do you want serve on the Civilian Police Oversight Board?	
Why do you think you are a good fit for the Civilian Police Oversight Board?	
Please list any community activities, including organizations for which you have volunteered or any boards you have served on.	Previously served on the board I am applying for Served on the Windermere planning board
Please list any special skills or certifications?	Construction Project manager for 21 years Design and construction of many project in Kissimmee
Please attach your resume or proof of qualification and/or licenses.	Tom condensed Resume (1).pdf

Demographics & Certifications

Are you a member of any of the following minority groups?	White, non-hispanic
What is your gender?	Male
Are you physically disabled?	No, I am not physically disabled

Signature



[Link to signature](#)

100 Honeymoons, LLC

14 W. Neptune Rd
Kissimmee, FL 34741

Resume

Date: 10/4/25

Education:

South Shore Vocational HS Hanover MA
Dale Carnegie Institute

Work Experience:

Mechanical design 10 Years
Architectural design 46 Years
Civil Design 10 Years
Construction Project Management 25 Years

Other Experience:

Business owner
Remodeling houses
Motorcycle design and building
Machine shop operator
Kitchen Manager

Advisory Board Application



Submitted on	12 November 2024, 7:31PM
Receipt number	10
Related form version	7

Applicant Information

First Name	Jon
Last Name	Arguello
Street Address	1728 Boat Launch Rd
City	Kissimmee
State	FL
Zip Code	34746
Phone	4075697111
Email	jon@kingandcarpenter.com
Name of Employer	Jon Arguello
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you own/operate a business in the City of Kissimmee?	Yes, I own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	King and Carpenter
Street Address of Business Owned/Operated by Applicant	906 West Palmetto Avenue
City of Business Owned/Operated by Applicant	Kissimmee
State of Business Owned/Operated by Applicant	FL
Zip Code of Business Owned/Operated by Applicant	34741

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:	Historic Preservation Advisory Board
---	--------------------------------------

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Corporate Boards

Board of Advisors, Ponce Bank, 2022-2021
Board of Advisors, Online Check Writer, 2020-2021
Board of Advisors, Spanglish Movies, 2020-2021
Board of Advisors, Progresando, 2020-2022

Non-profit Boards

Council on Aging, 2023 – Present
Guardian ad litem, Osceola Voice, 2015-2016
Friends of Fisher House – Orlando, 2021 - Present
Museum of Military History, 2021 -2023

Governmental Boards

Kissimmee Firemen's Pension Board, 2014-2015
9th Congressional District Veterans' Advisory Board, 2020-2023
Osceola County Value Adjustment Board, 2020-2022

Educational Boards

Osceola Technical College, Design Advisory Board, 2020 - 2023
Diocese of Orlando, Catholic Schools Board, 2012 - 2015
Holy Redeemer Catholic School Board; 2013 - 2015
US Military Academy Nominee Board, 2020 - 2023
Four Corners Charter School Board, 2021 - 2024
Osceola School Board Search Committee for New Superintendent, 2015

Please list any special skills or certifications?

J.D., former school board member, veteran

Please attach your resume or proof of qualification and/or licenses.

[Arguello LoR\[24850\] \(2020_11_05 14_55_24 UTC\).pdf](#)

Demographics & Certifications

Are you a member of any of the following minority groups?

Hispanic

What is your gender?

Male

Are you physically disabled?

No, I am not physically disabled

Signature



[Link to signature](#)



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
ALPHA COMPANY, U. S. ARMY SERGEANTS MAJOR ACADEMY
11291 SGT E. CHURCHILL STREET
FORT BLISS, TEXAS 79918-8002

ATSS-BA

18 August 2007

MEMORANDUM FOR RECORD

FROM: SGM Kenneth E. Wolfe

SUBJECT: Letter of Support for Specialist Jon Arguello

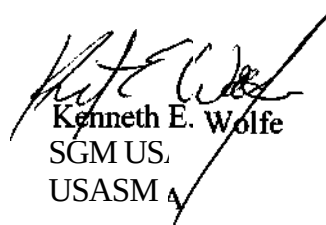
1. The purpose for this memorandum is to state my utmost trust and assurance in the character of SPC Jon Arqueallo. I observed SPC Arguello daily from December 2004 until June 2005 during OEF VI as his 1SG in HHC 173rd ABCT. I had the opportunity to work alongside SPC Arguello and personally scrutinized his character and moral fiber; it is nothing short of flawless.

2. I know SPC Arguello to be a dedicated and trustworthy Soldier. SPC Arguello's character embodies the Army values. As a testament to his character, while the 1SG of HHC 2-503rd, I observed SPC Arguello for 14 straight days on the first Village Medical Outreach operation in Zabul Province. When we were under fire and the constant threat of IED attack, SPC Arguello always remained calm and conducted his duties as a professional. His actions cemented my already favorable opinion of his character.

3. Out of all the Soldiers in the 173rd ABCT PAO, SPC Arguello's moral character and physical courage was without peer. SPC Arguello did not hesitate to place himself in harms way. I was impressed with SPC Arguello's ability to conduct interviews with those senior to himself without appearing haughty or arrogant.

4. Now that I have deployed to combat with SPC Arguello I will state without hesitation that I would go with him again. Soldiers of his candor and courage are a precious commodity. I would be honored to serve with him again if given the opportunity.

5. The point of contact is the undersigned at DSN: 312-978-8508 or kenneth.e.wolfe@us.army.mil.


Kenneth E. Wolfe
SGM US.
USASM A

DEPARTMENT OF THE ARMY
Operations Group, Combat Maneuver Training Center
Grizzly Maneuver Observer/Controller Team
APO AE 09173

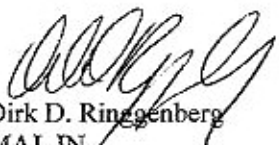
AETTH-OG-OCG

22 August 2007

MEMORANDUM FOR RECORD

SUBJECT: Character Reference for SPC Jon Arguello

1. SPC Jon Arguello served attached to my command in C CO 2-503 (ABN) IN and 74th LRSD during numerous engagements during 2005 and 2006 in OEF VI. He documented the actions of my command and directly participated in combat operations. I found his service at the time to be remarkable and in keeping with the high standards of the 173rd Airborne Brigade.
2. During combat operations SPC Arguello interacted with all members of my command, especially myself and the company leadership in both units with unquestionable professional conduct. I have maintained contact with SPC Arguello over the years based on this mutual respect and dignity among earned among combat soldiers.
3. I believe SPC Arguello to be a dedicated, professional and extremely proficient soldier who understands the mission based on numerous combat deployments with the 173rd Airborne Brigade. I valued his blunt candor when engaged in conversation. He was, and is, a true sounding board for accurate information about the current situation whatever that may be.
4. I can be contacted at DSN 466-4521 or dirk.ringgenberg@us.army.mil for further questions.


Dirk D. Ringgenberg
MAJ, IN
Observer/Controller

Advisory Board Application



Submitted on	4 October 2025, 5:33PM
Receipt number	122
Related form version	12

Applicant Information

First Name	Raymond
Last Name	Sanchez
Street Address	2448 Chateau Loop
City	Kissimmee
State	FL
Zip Code	34741
Phone	4079229178
Email	raymond.sanchez.fl@gmail.com
Name of Employer	Oviedo Medical Center
Are you a resident of the City of Kissimmee?	Yes, I live in the City of Kissimmee
Do you work in the City of Kissimmee?	No, I do not work in the City of Kissimmee.
Where do you work?	
Work Address	
Type of Business	
Do you own/operate a business in the City of Kissimmee?	No, I do not own/operate a business in the City of Kissimmee
Legal Name of Business Owned/Operated by Applicant	
Street Address of Business Owned/Operated by Applicant	
City of Business Owned/Operated by Applicant	

State of Business Owned/Operated by Applicant

Zip Code of Business Owned/Operated by Applicant

Board Interest & Qualifications

Please select all advisory boards you wish to serve on:

Affordable Housing Advisory Committee
Board of Adjustment
Historic Preservation Advisory Board
Parks & Recreation Advisory Board
Pension Board - Fire
Pension Board - General Employee
Pension Board - Police
Planning Advisory Board

Why do you want serve on the Civilian Police Oversight Board?

Why do you think you are a good fit for the Civilian Police Oversight Board?

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Board of Directors for the Board of Adjustment | City of Kissimmee July 2025 – Present
• The Board of Adjustment determines variances from the terms of the Land Development Code.
Board of Supervisors |Chairman | Tapestry Community Development District • Provide leadership in planning, financing, and maintaining community development projects, needs of the district.
Board of Directors | Vice President | Neighborhood Home Owners Association | Kissimmee, FL • Oversaw operations and community projects, enhancing living standards and fostering a well-functioning community.
Board of Directors | Kissimmee Utility Authority | Kissimmee, FL Aug 2021 – Apr 2023
Oct 2020 – Mar 2023
• Contributed to setting policy direction, approving budgets, and authorizing major purchases to improve utility services and infrastructure.

Please list any special skills or certifications?

Client Acquisition and Retention
• Strategic Sales Presentations
• Product and Market Knowledge
• Technical Skill Enhancement
• Team Leadership and Development
• Operational Efficiency
• Protocol and Procedure Development
• Capital Equipment Management
• Team Coordination and Communication
• Power BI

Please attach your resume or proof of qualification and/or licenses.

[Raymond Sanchez CV 2025.pdf](#)

Demographics & Certifications

Are you a member of any of the following minority groups?
Hispanic

What is your gender?
Male

Are you physically disabled?
No, I am not physically disabled

Signature



[Link to signature](#)



Orlando, FL



(407)-922-9178



raymond.sanchez.fl@gmail.com



linkedin.com/in/rsanchezfl

PROFILE SUMMARY

I am excited to contribute to the growth of a dynamic hospital expanding from 64 to 96 beds, complemented by three free-standing emergency rooms and two urgent care facilities. With a passion for fostering strong physician partnerships and driving strategic business development, I am committed to enhancing collaboration between our healthcare system and medical professionals to deliver exceptional patient care. My expertise lies in building trust-based relationships with physicians, aligning their expertise with our hospital’s mission, and identifying opportunities to expand services across our growing network. By leveraging data-driven strategies and a deep understanding of healthcare trends, I aim to support our expansion efforts, strengthen community ties, and ensure seamless integration of our ER and urgent care locations to meet the evolving needs of our patients.

SKILLS

- Client Acquisition and Retention
 - Strategic Sales Presentations
 - Product and Market Knowledge
 - Technical Skill Enhancement
 - Team Leadership and Development
 - Operational Efficiency
 - Protocol and Procedure Development
 - Capital Equipment Management
 - Team Coordination and Communication
 - Power BI
-
- Certificate Business Analytics
The Wharton School | Jul 2025
 - Master of Business Administration
University of East London
London, UK | Jan 2024
 - Associate of Science Degree
Anthem College
Orlando, FL | Mar 2007
 - Florida Notary Public Commission

CORE COMPETENCIES

- **Sales and Business Development:** Achieved 16% of overall sales and 32% of new business in 2023 at Cognitive Kinetics Inc., surpassing sales targets.
- **Surgical Technology and Leadership:** Led neurosurgical and trauma programs at Osceola Regional Medical Center, including precepting new staff and managing monthly schedules.
- **Operational and Project Management:** Oversaw community operations and project management, enhancing living standards and community functionality.
- **Strategic Planning and Community Engagement:** Led government affairs and continuous community engagement initiatives through supporting science education.
- **Physician Relations and Network Expansion:** Cultivated strategic partnerships with physicians to support the hospital’s growth from 64 to 96 beds, integrating three

PROFESSIONAL EXPERIENCE

- Director of Physician & Provider Relations | Business Development**
Oviedo Medical Center | Oviedo, FL Oct 2024 – Present
- Developed and maintained strategic relationships with key stakeholders, including physicians, surgeons, hospital CEOs, EMS leaders, urgent care staff, advanced practice providers, surgical leaders, and physician office staff to drive hospital service growth.
 - Supported hospital expansion from 64 to 96 beds, enhancing capacity and service delivery.
 - Facilitated growth and operations of three free-standing ERs and two urgent care facilities.
- Spine & Orthopedic Trauma Sales Representative**
Cognitive Kinetics Inc. | Daytona Beach, FL Nov 2021 – Sep 2024
- Contribute to 16% of the overall 2023 sales and 32% of new business, surpassing sales targets and setting a new standard within the team.
 - Successfully acquire more new surgeons than any other sales representative and maintain strong client relationships, resulting in high client retention rates.
 - Develop and deliver compelling sales presentations, handling objections and closing high-value deals.
 - Demonstrate understanding of instrumentation and product usage, continuously researching market trends to stay ahead.
 - Participate in training sessions, enhancing technical skills and market knowledge, and seeking out new products and solutions for clients.

Surgical Technologist Lead

Osceola Regional Medical Center | Kissimmee, FL

Jun 2011 – Oct 2021

- Led neurosurgical and trauma programs, precepted students and new staff, and fostered a culture of growth and responsibility among surgical technologists.
- Managed the monthly call schedule for staff members, ensuring adequate coverage and operational efficiency.
- Developed and implemented protocols and procedures that improved surgical efficiency and techniques.
- Cultivated a collaborative environment, encouraging continuous education and assisting in teaching technical procedures.
- Recognized for exceptional leadership and contribution to the surgical team's success and overall operational excellence.

Surgical Technologist

Nemours Children's Hospital | Orlando, FL

Jun 2016 – Mar 2018

- Specialized in pediatric spine surgeries, contributing to an improvement in surgical efficiency through the development of new procedural protocols.
- Managed the procurement and maintenance of capital equipment, adhering to a stringent annual budget and ensuring operational readiness.
- Enhanced surgical outcomes by collaborating with the surgical team to implement best practices and optimize equipment usage.
- Facilitated communication between surgeons and support staff, improving team coordination and reducing surgery preparation time.
- Conducted training sessions on new equipment and techniques, increasing team competency and reducing equipment-related delays.

Tissue Recovery Specialist

Florida Hospital | Orlando, FL

May 2014 – May 2016

- Managed tissue recovery activities, adhering to established guidelines.
- Performed surgical recovery of human tissue for transplantation, demonstrating thorough knowledge of aseptic technique.
- Circulated effectively in operating room settings during procurement procedures.
- Inspected and monitored equipment, supplies, and instrumentation to ensure compliance and functionality.
- Assisted in preparing sterile work areas and supplies for various stages of tissue procurement.

Surgical Technologist

Arnold Palmer Hospital for Children | Orlando, FL

May 2008 – Jun 2011

- Supported pediatric surgeries with a focus on efficiency and precision, contributing to improved patient recovery times.
- Assisted in the development and implementation of new surgical procedures, leading to enhanced operational standards.
- Coordinated with medical staff to ensure seamless surgical workflows, reducing delays and optimizing resource use.
- Maintained a high level of technical proficiency in surgical techniques and equipment, resulting in consistent performance excellence.
- Participated in departmental meetings to address and resolve operational challenges, contributing to overall team effectiveness.

Surgical Technologist

Heart of Florida Regional Medical Center | Davenport, FL

Mar 2007 – May 2008

- Assisted in various surgical procedures, ensuring adherence to best practices and maintaining high standards of patient care.
- Supported the implementation of new surgical protocols, improving procedural outcomes and efficiency.
- Provided technical support during surgeries, contributing to successful outcomes and patient safety.
- Maintained surgical equipment and supplies, ensuring readiness and compliance with hospital standards.
- Participated in continuous education and training, enhancing skills and knowledge relevant to surgical technology.

VOLUNTEER EXPERIENCE

Board of Directors for the Board of Adjustment | City of Kissimmee

July 2025 – Present

- The Board of Adjustment determines variances from the terms of the Land Development Code.

Good Government Group | Chairman | Oviedo Medical Center

Dec 2024 – Present

- The Good Government Group hosts meetings on local, state, and national political issues and provides facility tours for candidates and officials. They engage in legislative actions by contacting elected representatives about key member issues and participate in advocacy activities and political campaign volunteering.

Board of Supervisors | Chairman | Tapestry Community Development District

Jun 2024 – Present

- Provide leadership in planning, financing, and maintaining community development projects, needs of the district.

Community Board Member | Better Together

Jun 2024 – Present

- Contribute to the organization's mission of empowering families to achieve self-sufficiency and build a brighter future. Job coach to members of Better Jobs via Better Together.

Board of Directors | Chairman - Government Affairs | Young Professionals for Orlando Science Center

Dec 2022 – Dec 2023

- Led government affairs and community engagement initiatives to support science education and promote the center's mission.

Board of Directors | Vice President | Neighborhood Home Owners Association | Kissimmee, FL

Aug 2021 – Apr 2023

- Oversaw operations and community projects, enhancing living standards and fostering a well-functioning community.

Board of Directors | Kissimmee Utility Authority | Kissimmee, FL

Oct 2020 – Mar 2023

- Contributed to setting policy direction, approving budgets, and authorizing major purchases to improve utility services and infrastructure.

Worshipful Master | Free and Accepted Masons of Florida | Kissimmee, FL

Jan 2019 – Jan 2020

- Served as the president of Orange Blossom Lodge No. 80, setting policies and managing a budget for a lodge of 145 members, focusing on personal and community improvement.

Medical Mission Trip Coordinator | CRUDEM Foundation | Milot, Haiti

Feb 2017&Feb 2019

- Organized and procured supplies and instrumentation and maintained the daily surgical schedule for Hôpital Sacré Coeur, supporting quality healthcare and education in the Haitian community.

ITEM 7.B

Acceptance of Funding with the Department of Children and Families for LP045 - Homeless Services Pilot

Request

Approval to accept LP045 for the Homeless Services Pilot in the amount of \$200,000.00.

Explanation

The City received notice of Specific Appropriation 341 of the General Appropriations Act for Fiscal Year 2025–2026 in the amount of \$200,000.00 to fund the Homeless Services Pilot Program. This pilot will support the Community Engagement Unit with services to assist individuals encountered in difficult, high-risk situations and those engaged in unauthorized camping on public property. The unit will provide a comprehensive, multidisciplinary response through the integration of:

- Homeless Services Coordination to increase housing placement
- Law enforcement diversion
- On-site mental health services
- Ongoing coordination with local agencies and service providers to increase housing placement and stability

Services will be deployed to community contact locations as needed, with the goal of diverting individuals from the criminal justice system through early engagement, connection to supportive services, and pathways to stable housing. The pilot will be coordinated with existing community-based service providers to ensure timely access to resources and to maximize program impact. The contract was issued on 10/14/2026 through the Department of Children and Families (DCF) and must be expended by June 30, 2026, with the following outcomes:

B.2.1. Training and formalization of our Community Engagement Unit and response teams

B.2.2. Street Outreach to 250 individuals

B.2.3. Case Management to manage and connect 80% of individuals received during street outreach to at least one other community resource within 90 days

B.2.4. Hours of engagement 9am-5pm with emergency on-call coverage available during after-hours and weekends

Staff will create all grant fund accounts and make budgetary adjustments as necessary.

Recommendation

Approval to accept funds and authorize the City Manager or designee to execute the agreement and all required documents.

REQUESTED CITY COMMISSION ACTION:

Execute

Approve

Department: City Manager

Presenter:

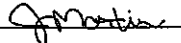
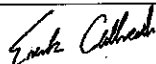
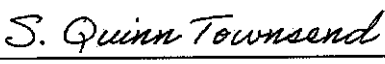
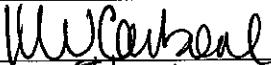
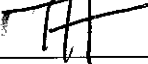
City of Kissimmee

Attachment(s):

1. Complete_with_Docusign_Contract__LP045_City

**FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
APPROVAL MEMO**

1. Routing Package Information			
Provider Name / Solicitation Name	City of Kissimmee	Date	9/5/25
Contract / Solicitation No.	LP045	Contract Manager / Procurement Officer	Omar Alkhazraji
Amendment / Addendum No.		Routing Package Type	New Contract – Member Project

2. Approval Signatures		
Approver	Signature	Date
Programmatic Approvals		
Joanna Martin Contract Manager Supervisor		9/8/25
Erek Culbreath Program Director		9/8/25
Daryl Wolfgang Deputy Assistant Secretary		9.8.25
Administrative Approvals		
Lynita Bell Office of Budget Services	Lynita M. Bell	9.10.2025
Office of Information Technology Services	N/A	
Office of Quality & Innovations	N/A	
Quinn Townsend Office of Contracted Client Services		9/17/2025
Michael Greif Office of General Counsel		9.17.25
Executive Approvals		
Vacant Assistant Secretary	N/A	
Kathryn Williams Deputy Secretary		
Kathryn Carbone Chief of Staff		10/9/25
Taylor N. Hatch Secretary		10/9/25

Next Steps:

- If a signature is not required, enter 'N/A'.
- Attach the appropriate form:
 - Contracts/Amendments: Contract Briefing (CMT-12).
 - Solicitations/Addendums: Procurement Briefing (PMT-01).
- Route starting with Programmatic Approvals and follow the order listed

**STATE OF FLORIDA
DEPARTMENT OF CHILDREN AND FAMILIES
STANDARD CONTRACT**

Contract Number: LP045

ALN Number(s):

CSFA Number(s): 60.406

Services: ☒ Client ☒ Non-Client

Type: ☒ Subrecipient ☐ Contractor

Funds: ☐ Federal ☒ State

THIS CONTRACT is entered into between the State of Florida, **Department of Children and Families, (Department)** and **City of Kissimmee., (Provider)**. The Department and the Provider agree as follows:

1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

1.1. Purpose and Contract Amount

The Department is engaging the Provider to facilitate the operation of the Community Engagement Unit pilot program, designed to assist individuals encountered in difficult, high-risk situations. This unit would employ the services of a homeless services coordinator, law enforcement, on site mental health provider and on-going coordination and engagement with local agencies diverting individuals from the criminal justice system to stable housing., as further identified in this Contract, with payment as provided in **Section 3**, in an amount not to exceed **\$200,000.00** (Contract Amount).

1.2. Effective and End Date

This Contract shall be effective **October 1, 2025** or the last party signature date, whichever is later (Effective Date). The service performance period under this Contract shall commence on **October 1, 2025** or the Effective Date of this Contract, whichever is later, and shall end at midnight, **Eastern** time, on **June 30, 2026** (End Date), subject to the survival of terms provisions of **7.4**. Any earlier termination of this Contract amends the End Date. This Contract may be renewed in accordance with §§287.057(14) or 287.058(1)(g), Florida Statutes (F.S.).

1.3. Official Payee and Party Representatives

The name, address, telephone number and e-mail address of the Department and the Provider's representatives for this Contract are as follows:

1.3.1. Provider: Official Payee

Name: City of Kissimmee.
Address: 101 Church Street
City: Kissimmee
State: FL Zip: 34741
Phone: 407-518-2300 Ext.:
E-mail: mike.steigerwald@kissimmee.gov

1.3.2. Provider: Financial & Administrative Records

Name: City of Kissimmee.
Address: 101 Church Street
City: Kissimmee
State: FL Zip: 34741
Phone: 407-518-2220 Ext.:
E-mail: Tavia.ritchie@kissimmee.gov

1.3.3. Provider: Program Administrator & Primary Point of Contact

Name: Desiree Matthews
Address: 101 Church Street
City: Kissimmee
State: FL Zip: 34741

1.3.4. Department: Contract Manager & Primary Point of Contact

Name: Omar Al-Khazraji
Address: 2415 North Monroe Street
City: Tallahassee
State: FL Zip: 32303

Phone:	407-518-2302	Ext.:	Phone:	850-491-8783	Ext.:
E-mail:	desiree.matthews@kissimmee.gov	E-mail:	Omar.Alkhazraji@myflfamilies.com		

1.3.5. Changes to contact information for persons identified in **1.3** can be by Notice.

1.4. Notices

Unless stated otherwise, Notices between the Provider and the Department regarding this Contract shall be in writing and directed to the Contract Manager or Provider Representative by certified mail, courier service, email, personal delivery, or as identified by the Department. Notices will be deemed received upon actual receipt.

1.5. Contract Document

1.5.1. The headings contained in this Contract are for reference purposes only and shall not affect the meaning of this Contract.

1.5.2. Any telephone numbers and hyperlinks in this Contract are supplied to put the Provider on notice, such telephone numbers and hyperlinks existed at the time of this Contract's entry. It is the Provider's duty to stay abreast of any updates to such telephone numbers and hyperlinks without amending this Contract.

1.5.3. In this Contract "business days" refers to those days that are not weekends, do not fall under §110.117(1) – (2), F.S., or are administrative closures declared by the Governor. "Days," without modification, are calendar days.

1.5.4. The terms and conditions set forth in this Contract that conflict with PUR 1000 constitutes special contract conditions as contemplated by Rule 60A-1.002, Florida Administrative Code (F.A.C.).

1.6. Contract Composition

1.6.1. This Contract is composed of the documents listed in this section. In the event of any conflict between the documents, the documents shall be interpreted in the following order of precedence:

1.6.1.1. Exhibits A through F3;

1.6.1.2. Any documents incorporated into any exhibit by reference, or included as a subset thereof;

1.6.1.3. Part 1 of this Contract, including Standard Contract Definitions, located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library;>

1.6.1.4. Attachments 1 through 1;

1.6.1.5. PUR 1000 Form, located at: https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms; and

1.6.1.6. Any incorporated attachments submitted by the Provider.

1.6.2. Notwithstanding the order of precedence indicated, for purchases based on a state term contract or an enterprise alternative contract source procured for state agency use by the Department of Management Services, the terms of the underlying state term contract or Department of Management Services enterprise alternative contract source agreement shall prevail over conflicting terms in other documents in the order of precedence, unless by the terms of that underlying state term contract or alternative contract source agreement the "Customer" is explicitly authorized to vary the terms to the State's detriment.

1.7. MyFloridaMarketPlace Transaction Fee

This Contract is **exempt from** the MyFloridaMarketPlace transaction fee.

2. STATEMENT OF WORK

The Provider shall perform all tasks and provide units of deliverables, including reports, findings, and drafts, as specified in this Contract. Unless otherwise provided in the procurement document or governing law, the Department reserves the right to increase or decrease the volume of services and to add tasks incidental or complimentary to the original scope of services. When such increase or decrease occurs, except where the method of payment is prescribed by law, compensation under **Section 3** will be equitably adjusted by the Department to the extent it prescribes a fixed price payment method or does not provide a method of payment for added tasks.

2.1. Scope of Work

The Scope of Work is described in **Exhibit B**.

2.2. Task List

The Provider shall perform all tasks set forth in the Task List, found in **Exhibit C**, in the manner set forth therein.

2.3. Deliverables

The deliverables are described in **Exhibit D**.

2.4. Performance Measures

To avoid contract termination, the Provider's performance must meet the minimum acceptable level of performance set forth in **Exhibit E**, regardless of any other performance measures in this Contract. During any period in which the Provider fails to meet these measures, regardless of any additional time allowed to correct performance deficiencies, the Department may delay or deny payment for deliverables and also apply financial consequences.

3. PAYMENT, INVOICE AND RELATED TERMS

The Department pays for services performed by the Provider during the service performance period of this Contract according to the terms and conditions of this Contract in an amount not to exceed this Contract Amount, subject to the availability of funds and satisfactory performance of all terms by the Provider. Except for advances, if any, provided for in this Contract, payment shall be made only upon written acceptance of all services by the Department per **3.1** and shall remain subject to subsequent audit or review to confirm contract compliance. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

3.1. Prompt Payment and Vendor Ombudsman

Per §215.422, F.S., the Department has five business days to inspect and approve goods and services, unless the bid specifications, purchase order, or this Contract elsewhere specifies otherwise. The Department determination of acceptable services shall be conclusive. The Department receipt of reports and other submissions by the Provider does not constitute acceptance thereof, which occurs only through a separate and express act of the Contract Manager. For any amount that is authorized for payment but is not available within 40 days, measured from the latter of the date a properly completed invoice is received by the Department or the goods or services are received, inspected, and approved (or within 35 days after the date eligibility for payment of a health care provider is determined), a separate interest penalty as described in §215.422, F.S., will be due and payable in addition to the amount authorized for payment. Interest penalties less than one dollar will not be paid unless the

Provider requests payment. A Vendor Ombudsman has been established within the Department of Financial Services and may be contacted at (850) 413-5516.

3.2. Method of Payment

The Provider shall be paid in accordance with **Exhibit F**.

3.3. Invoices

3.3.1. The Provider shall submit invoices for payment, including any permitted travel expenses in this Contract, in accordance with §287.058(1)(a) – (b), F.S.

3.3.2. The Department will not pay any invoice for payment received more than 30 days after this Contract ends or is terminated. Any payment due may be withheld until performance of services and all reports due from the Provider and necessary adjustments thereto, have been approved by the Department.

3.4. Financial Consequences

If the Provider fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, the Department will apply, at a minimum, financial consequences under §§287.058(1)(h) and 215.971(1)(c), F.S., as well as those provided for in **6.1**. Other financial consequences directly related to the deliverables under this Contract are defined in **Exhibit F**. The foregoing does not limit the Department's use of additional financial consequences, including refusing to make payment, withholding payments until deficiency is cured, tendering only partial payments, applying payment adjustments for additional financial consequences or for liquidated damages to the extent this Contract so provides, or termination of this Contract per **6.2** and requisition of services from an alternate source. Any payment made in reliance on the Provider's evidence of performance, which evidence is subsequently determined erroneous, is immediately due as an overpayment in accordance with **3.5**, to the extent of such error.

3.5. Overpayments and Offsets

The Provider shall return erroneous payments, overpayments, or payments disallowed by this Contract (including payments made for services subsequently determined by the Department to not be in full compliance with this Contract's requirements) or law, including interest at a rate established per §55.03(1), F.S., within 40 days after discovery by the Provider, audit, or the Department. The State or the Department may recover against such payments by deduction from subsequent payments under this or any other contract with the Provider, or any other lawful method. If this Contract involves federal or state financial assistance, the following applies: The Provider shall return to the Department unused funds, accrued interest earned, and unmatched grant funds, as detailed in the Final Financial Report, within 60 days of the End Date.

3.6. Rural Opportunities

If the Provider is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in §288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Contract to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting the criteria, the Provider may elect in writing to exercise this provision as defined in §215.971(1)(h), F.S.

4. GENERAL TERMS AND CONDITIONS

4.1. Legal Compliance

4.1.1. The Provider shall comply with, and ensure its subcontractors, subgrantees, and others it arranges to provide deliverables comply with:

4.1.1.1. Applicable laws, rules, codes, ordinances, certifications, licensing requirements, and the Department's Children and Families Operating Procedures (CFOP);

4.1.1.2. Department of Financial Services' (DFS) "Reference Guide for State Expenditures" and active DFS Comptroller or Chief Financial Officer Memoranda. If this Contract is funded by state financial assistance, those funds may only be used for allowable costs between the Effective Date and the End Date. Absent the Department's authorization, unused state financial assistance funds must be returned to the Department;

4.1.1.3. Support for individuals with a disability or with limited English proficiency. The Provider and its subcontractors shall comply with CFOP 60-16, located at: <https://www.myflfamilies.com/resources/policies-procedures/cfop-060-human-resources>, which includes completing the Civil Rights Compliance Checklist, (Form CF 946) within 30 days of the Effective Date and annually by the date specified in CFOP 60-16, thereafter;

4.1.1.4. For Nutritional Programs and Activities funded through the Department's Office of Economic Self-Sufficiency, the Provider and its subcontractors shall also comply with USDA Food & Nutrition Service Instruction FNS-113-1 to ensure civil rights compliance and prohibit discrimination in nutrition programs and activities;

4.1.1.5. Funds provided under this Contract for the purchase of or improvements to real property are contingent upon the Provider granting the State a security interest in the property at least to the amount of the State funds provided for at least five years from the date of purchase or the completion of the improvements or as further required by law. As a condition of receipt of funds for this purpose, if the Provider disposes of the property before the State's interest is vacated, the Provider shall refund the pro-rata share of the State's initial investment [(initial investment) x (length of time from purchase to disposal/the term of the security interest)]; and

4.1.1.6. If the Provider has one or more contracts for services with the Agency for Persons with Disabilities, or the Departments of Health, Elderly Affairs, or Veteran's Affairs, the Provider shall provide the following by Notice on each of those contracts:

- 4.1.1.6.1.** The name of the issuing state agency and the applicable office or program;
- 4.1.1.6.2.** Identifying name and number;
- 4.1.1.6.3.** Starting and ending date;
- 4.1.1.6.4.** Total dollar amount;
- 4.1.1.6.5.** Purpose and the types of services provided; and
- 4.1.1.6.6.** Name and contact information for the state agencies' Contract Manager.

4.2. Certifications and Attestations

4.2.1. Common Carrier. If the Provider is a common carrier or any of its subcontractors are a common carrier, the Provider and/or its subcontractors must complete an attestation (PUR 1808) as required by §908.111, F.S. and Rule 60A-1.020, F.A.C. A violation of the attestation by the Provider or subcontractor shall be grounds for termination with cause. Extensions, amendments, and renewals are subject to the requirements of §908.111, F.S.

4.2.2. Foreign Countries of Concern Prohibition. If the Provider has access to an individual's Personal Identifying Information as defined in Rule 60A-1.020, F.A.C, and §501.171, F.S. the Provider and/or its subcontractors must complete an attestation (PUR 1355) as required by §287.138, F.S. and Rule 60A-1.020, F.A.C. A violation by the Provider or subcontractor shall be grounds for consequences as provided in §287.138, F.S. Extensions and renewals are subject to the requirements of §287.138, F.S.

4.2.3. Sudan, Iran, Cuba, Syria, and Israel Certifications. Where applicable, in compliance with §287.135(5), F.S., the Provider certifies the Provider is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List and that it does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel.

4.2.4. Certification Regarding Lobbying. If this Contract contains Federal funding in excess of \$100,000, the Provider certifies clauses **4.2.4.1 – 4.2.4.3**. If an Amendment to this contract causes the Federal funding to exceed \$100,000, the Provider must, prior to amendment execution, complete the Certification Regarding Lobbying form, and return it to the Contract Manager.

4.2.4.1. No Federal appropriated funds have been paid or will 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.

4.2.4.2. If any funds other than Federal appropriated funds have been paid or will 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.

4.2.4.3. 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 subrecipients 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.

4.3. Use of Funds for Lobbying Prohibited

Contract funds are not used for lobbying the Legislature, the judicial branch, or a State Agency. §§11.062 and 216.347, F.S.

4.4. Use of Funds for Diversity, Equity, and Inclusion Prohibited

No State funding under this Contract is being provided for, promoting, advocating for, or providing training or education on "Diversity, Equity, and Inclusion" (DEI). DEI is any program, activity, or policy that classifies individuals on the basis of race, color, sex, national origin, gender identity, or sexual orientation and promotes differential or preferential treatment of individuals on the basis of such classification, or promotes the position that a group or an individual's action is inherently, unconsciously, or implicitly biased on the basis of such classification.

4.5. Coercion for Labor or Services Prohibited

In accordance with §787.06(13), F.S., under penalty of perjury, the Provider's duly authorized official and signatory hereof, declares the Provider does not use coercion for labor or services as those terms are defined in §787.06(2), F.S.

4.6. Independent Contractor, Subcontracting and Assignments

4.6.1. In performing its obligations under this Contract, the Provider is an independent contractor

and not an officer, employee, or agent of the State of Florida, except where the Provider is a State agency. The Provider, its agents, employees, subcontractors, or assignees shall not represent to others they are agents of or have the authority to bind by virtue of this Contract, unless specifically authorized in writing to do so. This Contract does not create any right in any individual to State retirement, leave benefits or any other benefits of State employees due to performing the duties or obligations of this Contract.

4.6.2. The Department will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial or clerical support) to the Provider, or its subcontractor or assignee, unless specifically agreed to by the Department in this Contract. All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds and all necessary insurance for the Provider, the Provider's officers, employees, agents, subcontractors, or assignees are the sole responsibility of the Provider and its subcontractors. No joint employment is intended and regardless of any provision directing the manner of provision of services, the Provider and its subcontractors alone are responsible for the supervision, control, hiring and firing, rates of pay and terms and conditions of employment of their own employees.

4.6.3. The Provider shall not assign its responsibilities under this Contract to another party, in whole or in part, without prior written approval of the Department. Such assignment occurring without prior approval of the Department shall be null and void.

4.6.4. The State of Florida may assign, in whole or part, its rights, duties, or obligations under this Contract to another governmental agency in the State of Florida or to a provider of the Department's selection.

4.6.5. Additional Terms if Subcontracting is Permitted

4.6.5.1. The Provider cannot subcontract for any of the work contemplated under this Contract without the Department's prior written approval. The Provider shall take all actions necessary to ensure each subcontractor of the Provider is an independent contractor and not an officer, employee, or agent of the State of Florida.

4.6.5.2. The Provider is responsible for all work performed and for all commodities produced pursuant to this Contract whether actually furnished by the Provider or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Provider further agrees the Department shall not be liable to the subcontractor in any way or for any reason relating to this Contract.

4.6.5.3. The Provider shall include the substance of all clauses contained in this Contract relevant to subcontractor compliance in all subcontracts and any sub-subcontracts.

4.7. Indemnity

4.7.1. This is the sole term covering indemnification. No other indemnification clause applies to this Contract. The Provider shall indemnify the Department, where indemnification is not limited by law, as follows:

4.7.1.1. Personal Injury and Damage to Real or Tangible Personal Property. The Provider shall be fully liable for, and fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees, from any suits, actions, damages, attorneys' fees, and costs of every name and description, arising from or relating to personal injury and damage to real or personal tangible property allegedly caused in whole or in part by the Provider, provided however, the Provider need not indemnify, defend and hold harmless the State or the Department for that portion of any loss or damages proximately caused by the negligent act or omission of the State, the Department, and their officers, agents, and employees. However, should conflict arise between the terms of this agreement and §§39.011, 394.9085, and 409.993, F.S., these statutory

provisions control.

4.7.1.2. Intellectual Property Liability. The Provider shall fully indemnify, defend, and hold harmless the State, the Department, and their officers, agents, and employees from any suits, actions, damages, attorney's fees, and costs of every name and description, arising from or relating to violation or infringement of a trademark, copyright, patent, trade dress, trade secret or other intellectual property right. This intellectual property liability indemnification obligation will not apply to the Department's misuse or modification of the Provider's products or the Department's operation or use of the Provider's products in a manner not contemplated by this Contract. If any product is the subject of an infringement suit, or in the Provider's opinion, is likely to become the subject of such a suit, the Provider shall, at its sole expense, procure for the Department the right to continue using the product or to modify it to become non-infringing. If the Provider is not reasonably able to modify or otherwise secure the Department the right to continue using the product, the Provider shall remove the product and refund the Department the amounts paid more than a reasonable rental for past use. The State and the Department will not be liable for any royalties, or licensing fees, not included in this Contract.

4.7.1.3. Actions Related to this Contract. The Provider shall fully indemnify, defend, and hold harmless the State and the Department, and their officers, employees, and agents from any suits, actions, damages, fines, claims, assessments, attorney's fees, and costs of every name and description, arising from or relating to any acts, actions, breaches, neglect, or omissions of the Provider related to this Contract, as well as for any determination arising out of or relating to this Contract that the Provider is not an independent contractor vis-a-vis the Department.

4.7.2. Subcontracts. The Provider shall include in all subcontracts and ensure all resulting contracts include the requirement that such resulting contractors indemnify, defend, and hold harmless the State and the Department, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including any and all attorney's fees, arising from or relating to any alleged act or omission by subcontractors, their officers, employees, agents, partners, subcontractors, assignees, or delegees alleged caused in whole or in part by contracted entities, their agents, employees, partners or subcontractors; provided, however, that contracted entities will not indemnify for that portion of any loss or damages proximately caused by the negligent acts or omissions of the Department. The Provider shall indemnify, defend, and hold harmless the State and the Department from the consequences of such a breach.

4.7.3. The indemnification requirement in **4.7.1** does not apply if the Provider is a governmental entity, prohibited by law, or constrained by lack of legal authority, from indemnifying the State, the Department, or other party. In such instances, the Provider remains liable for the Provider's own actions to the extent such liability exists in the absence of the legally impermissible indemnification.

4.7.4. Nothing in this Contract constitutes a waiver of sovereign immunity or consent by the Department, or the State, or its subdivisions to suit by third parties or an agreement by the Department, the State, or its subdivisions to indemnify any person.

4.8. Insurance

4.8.1. Workers' Compensation Insurance (WCI). To the extent and degree required by law, the Provider shall self-insure or maintain WCI covering its employees connected with the services provided hereby. The Provider shall require subcontractors provide WCI for its employees absent coverage by the Provider's WCI.

4.8.2. General Liability Insurance. The Provider shall secure and maintain, and ensure subcontractors secure and maintain, Commercial General Liability Insurance, including bodily injury, property damage, personal and advertising injury, and products and completed operations. This insurance will provide coverage for all claims that may arise from the services completed under this

Contract, whether such services are by the Provider or anyone employed by it. Such insurance shall include the State as an additional insured for the entire length of this Contract. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.3. Cyber/Network Security and Privacy Liability Insurance. The Provider will, for itself if providing Cyber/Network solutions or handling confidential information, secure and maintain, and ensure any subcontractor providing Cyber/Network solutions or handling confidential information, secure and maintain liability insurance, written on an occurrence basis, covering civil, regulatory, and statutory damages; contractual damages; data breach management exposure; and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information with minimum limits. The Provider shall set the limits of liability necessary to provide reasonable financial protections to the Provider and the State under this Contract.

4.8.4. Authorized Insurers and Documentation. All insurance policies will be with insurers authorized, and through insurance agents licensed, to transact business in the State, as required by chapter 624, F.S., or upon approval of the Department with a commercial self-insurance trust fund authorized under §624.462, F.S. The Provider shall provide thirty (30) calendar days written notice of cancellation of any insurance required by **4.8** to the Department. The Provider shall submit certificates of insurance coverage, or other evidence of insurance coverage acceptable to the Department, prior to this Contract execution, and provide the Department 10 days prior Notice of any cancellation or nonrenewal.

4.9. Notice of Legal Actions

The Provider shall Notice the Department within 10 days after becoming aware of potential legal actions or immediately upon notice of actual legal actions against the Provider related to services provided by this Contract, that may impact deliverables or the Department.

4.10. Intellectual Property

4.10.1. Intellectual property rights to all property created or otherwise developed as part of this Contract by the Provider (either directly or through a subcontractor) for the Department as a work made for hire will be owned by the State. The Provider's title to intellectual property not developed as a work made for hire is unaffected. If software is being created as a work for hire the Provider shall deliver to the Department at no additional cost the decompiled source code, data libraries, manuals, documentation, and any other data or material necessary for the software to function as intended and be replicated and modified. If software or other intellectual property is not a work for hire, but is developed through performance of services under this Contract, the State of Florida is granted a perpetual, non-exclusive, non-assignable, royalty-free license to use, copy and modify such intellectual property for state business by any of the State of Florida's departments, subdivisions, or agents.

4.10.2. A thing capable of being trademarked developed in anticipation, or as a result, of this Contract will be trademarked by or on behalf of the Department. Only after the Department declines, by Notice, to hold such trademark, may the Provider trademark such a thing in its own name.

4.10.3. Any website developed in anticipation, or as a result, of this Contract will be placed in a domain of the Department's choice, copyrighted in the Department's name. Only if the Department declines, by Notice, such placement or copyright, may the Provider copyright such a thing in its own name.

4.10.4. Any inventions or discoveries developed during or as a result of services performed under this Contract which are patentable pursuant to 35 U.S.C. §101 are the sole property of the State. The Provider shall inform the Department of any inventions or discoveries developed or made in connection

with this Contract and will be referred to the Florida Department of State for a determination on whether patent protection will be sought for the invention or discovery. The State will be the sole owner of all patents resulting from any invention or discovery made in connection with this Contract.

4.10.5. The Provider shall notify the Department of any intellectual property developed in connection with this Contract.

4.10.6. If the Provider is a member of the State University System, the Department's intellectual property rights under **4.10**, will be a fully paid up, perpetual, royalty-free license, including the ability to modify and access to resources unique to the Provider necessary to modify (for software, a decompiled version of the source code).

4.11. Transition Activities

When services that are the subject of the Contract continue through another provider, or the Department, after the End Date, the Provider shall, without additional compensation, complete all actions necessary to smoothly transition service to the new provider, or the Department. This includes the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Provider shall be required to support an orderly transition to the next provider, or the Department, no later than the End Date and shall support the requirements for transition specified in a Department-approved Transition Plan, which the Provider shall develop in consultation with the Department.

4.12. Publicity

The Provider and its employees, agents, and representatives shall not, without prior written consent of the Department in each instance, use in advertising, publicity or any other promotional endeavor any State mark, the name of the State's mark, the name of the State or any State agency or affiliate or any officer or employee of the State, or any State program or service, or represent, directly or indirectly, that any product or service provided by the Provider has been approved or endorsed by the State, or refer to the existence of this Contract in press releases, advertising or materials distributed to the Provider's prospective customers.

4.13. Sponsorship

As required by §286.25, F.S., if the Provider is a non-governmental organization which sponsors a program financed wholly or in part by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program state: "Sponsored by (Provider's name) and the State of Florida, Department of Children and Families". If the sponsorship reference is in written material, the words "State of Florida, Department of Children and Families" shall appear in at least the same size letters or type as the name of the organization.

4.14. Employee Gifts

The Provider agrees it shall not offer to give or give any gift to any Department employee during the service performance period of this Contract and for two years thereafter. In addition to any other remedies available to the Department, any violation of this provision will result in referral of the Provider's name and description of the violation of this term to the Department of Management Services for the potential inclusion of the Provider's name on the suspended vendors list for an appropriate period. The Provider shall ensure any subcontractors comply with these provisions.

4.15. Mandatory Reporting Requirements

The Provider and any subcontractor must comply with and inform its employees of the following mandatory reporting requirements. Each employee of the Provider, and of any subcontractor, providing services in connection with this Contract who has any knowledge of a reportable incident shall report such incident as follows:

4.15.1. A reportable incident is defined in CFOP 180-4.

4.15.2. Reportable incidents that may involve an immediate or impending impact on the health or safety of a client shall be immediately reported to the Department's Office of Inspector General and the Contract Manager.

4.15.3. Other reportable incidents shall be reported to the Department's Office of Inspector General within two business days of discovery through the Internet at: <https://www.myflfamilies.com/about/additional-services-offices/office-inspector-general/investigations/inspector-general> or by completing a Notification/Investigation Request (Form CF 1934) and emailing the request to the Office of Inspector General at: IG.Complaints@myflfamilies.com. The Provider and subcontractor shall mail or fax the completed forms to the Office of Inspector General, 2415 North Monroe Street, Suite 400, Tallahassee, Florida, 32303-4190; or (850) 488-1428.

4.16. Employment Screening

4.16.1. As described in CFOP 60-25, Chapter 2 (implementing §110.1127, F.S.), as a condition of initial and continued employment, the Provider shall ensure all staff, whether employees or independent contractors, are screened by the Department in accordance with chapter 435, F.S., are of good moral character and meet the Level 2 Employment Screening standards in §§435.04, 110.1127, and 39.001(2), F.S., including:

4.16.1.1. Employment history checks

4.16.1.2. Fingerprinting for all criminal record checks;

4.16.1.3. Statewide criminal and juvenile delinquency records checks through the Florida Department of Law Enforcement (FDLE);

4.16.1.4. Federal criminal records checks from the Federal Bureau of Investigation via the Florida Department of Law Enforcement;

4.16.1.5. Security background investigation, which may include criminal record checks by local law enforcement agencies; and

4.16.1.6. Attestation by each employee, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to chapter 435, F.S., and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses while employed by the employer.

4.16.2. The Provider shall sign the Florida Department of Children and Families Employment Screening Affidavit each State fiscal year (no two such affidavits will be signed more than 13 months apart) for the term of this Contract stating that all required staff have been screened or the Provider is awaiting the results of screening.

4.16.3. The Department requires the use of the Office of Inspector General's Request for Reference Check (Form CF 774), stating: "As part of the screening of an applicant being considered for appointment to a career service, selected exempt service, senior management, or OPS position with the Department of Children and Families (Department) or employed with a Contract or Subcontract Provider, a check with the Office of Inspector General (OIG) is required to determine if the individual is or has been the subject of an investigation with the OIG. The request will only be made on the individual that is being recommended to be hired for the position, if that individual has previously worked for the Department or a Contract or Subcontract Provider, or if that individual is being promoted, transferred, or demoted within the Department or Contract or Subcontract Provider."

4.17. Human Subject Research

Any human subject research under this Contract within the scope of 45 Code of Federal Regulations (CFR), Part 46, and 42 United States Code (U.S.C.) §289, et seq. may not commence until after review and approval by a duly constituted Institutional Review Board.

5. RECORDS, AUDITS AND DATA SECURITY

5.1. Records, Retention, Audits, Inspections and Investigations

5.1.1. The Provider shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by the Department under this Contract. Upon demand, at no additional cost to the Department, the Provider shall facilitate the duplication and transfer of any records or documents during the term of this Contract and the required retention period in **5.1.2.** These records shall be made available at all reasonable times for inspection, review, copying, or audit by Federal, State, or other personnel duly authorized by the Department.

5.1.2. Retention of all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Contract shall be maintained by the Provider during the term of this Contract and retained for six years after completion of this Contract or longer when required by law. In the event an audit is required under this Contract, records shall be retained for a minimum six years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this Contract, at no additional cost to the Department.

5.1.3. At all reasonable times for as long as records are maintained, persons duly authorized by the Department and Federal auditors, pursuant to 2 CFR §200.337, shall be allowed full access to and the right to examine any of the Provider's contracts and related records and documents, regardless of their form.

5.1.4. A financial and compliance audit shall be provided to the Department as specified in this Contract.

5.1.5. The Provider shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.).

5.1.6. The Provider shall not withhold any record or attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record.

5.2. The Provider's Confidential Information

5.2.1. By executing this Contract, the Provider acknowledges that, having been provided an opportunity to review all provisions hereof, all provisions of this Contract not specifically identified in writing by the Provider prior to execution hereof as "confidential" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to §215.985, F.S. The Provider, upon written request of the Department, shall promptly provide a written statement of the basis for the exemption applicable to each provision identified by the Provider as "confidential", including citation to a protection created by statute, and state with particularity the reasons the provision is confidential.

5.2.2. Any claim by the Provider of trade secret confidentiality for any information contained in the Provider's documents (reports, deliverables or workpapers, etc., in paper or electronic form) submitted to the Department in connection with this Contract will be waived, unless the claimed confidential information is submitted in accordance with the following standards:

5.2.2.1. The Provider must clearly label any portion of the documents, data, or records submitted it considers confidential pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts authorizing exemption of the information from public disclosure. If different statutes or facts are claimed applicable to different portions of the

information, the Provider shall include information correlating the nature of the claims to the particular information.

5.2.2.2. The Department, when required to comply with a public records request including documents submitted by the Provider, may require the Provider expeditiously submit redacted copies of documents marked as trade secret, in accordance with **5.2.2.1**. Accompanying the submission shall be an updated version of the justification under **5.2.2.1**, corresponding specifically to redacted information, either confirming the statutory and factual basis originally asserted remains unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions claimed trade secret. If the Provider fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of trade secret information.

5.2.3. The Provider shall be responsible for defending its claims that every portion of the redactions of trade secret information are exempt from inspection and copying under Florida's Public Records Law.

5.3. Health Insurance Portability and Accountability Act (HIPAA)

Should this Contract involve Provider access to protected health information (PHI) the Provider shall be a "Business Associate" limited to the following permissible uses and disclosures. Reference to a section in the HIPAA Rules means the section as in effect or as amended. The Provider shall assist the Department in amending this Contract to maintain compliance with HIPAA Rules and any other applicable law requirements. Any ambiguity in **5.3** will be interpreted to permit compliance with the HIPAA Rules. Within the Department, the Human Resources Manager for Civil Rights has been designated the HIPAA Privacy Officer.

5.3.1. Catch-all Definitions. The following terms as used in **5.3** have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Security Incident, Unsecured Protected Health Information, and Use.

5.3.2. Specific Definitions for 5.3

5.3.2.1. "Business Associate" has the same meaning as the term "business associate" at 45 CFR §160.103.

5.3.2.2. "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR §160.103, and for purposes of this Contract includes the Department.

5.3.2.3. "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.

5.3.2.4. "Subcontractor" has the same meaning as the term "subcontractor" at 45 CFR §160.103 and includes individuals to whom a Business Associate delegates a function, activity, or service, other than as a member of the workforce of such Business Associate.

5.3.3. Obligations and Activities of the Provider

The Provider shall:

5.3.3.1. Not use or disclose PHI except as permitted or required in by **5.3** or law;

5.3.3.2. Use the appropriate administrative safeguards in 45 CFR §164.308, physical safeguards in 45 CFR §164.310, and technical safeguards in 45 CFR §164.312; including policies and procedures regarding the protection of PHI in 45 CFR §164.316 and the provisions of training on such policies and procedures to applicable employees, independent providers, and volunteers, that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI Provider

may create, receive, maintain or transmit on the Department's behalf;

5.3.3.3. Acknowledge that the foregoing safeguards, policies and procedures requirements apply to the Provider in the same manner as such requirements apply to the Department; and the Provider and Subcontractors are directly liable under the civil and criminal enforcement provisions of §§13409 and 13410 of the HITECH Act, 45 CFR §§164.500 and 164.502(E) of the Privacy Rule (42 U.S.C. 1320d-5 and 1320d-6), as amended, for failure to comply with the safeguards, policies and procedures requirements and resulting U.S. Health and Human Services (HHS) guidance thereon;

5.3.3.4. Report to the Department any use or disclosure of PHI not permitted by **5.3**, including breaches of unsecured PHI as required at 45 CFR §164.410, and any security incident;

5.3.3.5. Notify the Department's HIPAA Security Officer, HIPAA Privacy Officer, and Contract Manager within 120 hours after finding a breach or potential breach of personal and confidential data of the Department; and

5.3.3.6. Notify the Department's HIPAA Privacy Officer and Contract Manager within 24 hours of HHS notification of any investigations, compliance reviews, or inquiries concerning violations of HIPAA;

5.3.3.7. Provide additional information requested by the Department for investigation of or response to a breach;

5.3.3.8. Provide at no cost: Notice to affected parties within 30 days of determination of any potential breach of personal or confidential data of the Department (§501.171, F.S.); implementation of the Department's prescribed measures to avoid or mitigate potential injury to any person due to a breach or potential breach of personal and confidential data of the Department; and, immediate actions limiting or avoiding recurrence of any breach or potential breach and any actions required by applicable federal and state laws and regulations regardless of the Department's actions;

5.3.3.9. In accord with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), as applicable, ensure all entities creating, receiving, maintaining, or transmitting PHI on the Provider's behalf are bound to the same restrictions, conditions, and requirements as the Provider by written contract or other written agreement meeting the applicable requirements of 45 CFR §164.504(e)(2) that the entity will appropriately safeguard the PHI. For prior contracts or other arrangements, the Provider shall provide written certification its implementation complies with 45 CFR §164.532(d);

5.3.3.10. Make PHI available in a designated record set to the Department as necessary to satisfy the Department's 45 CFR §164.524 obligations;

5.3.3.11. Make any amendment to PHI in a designated record set as directed or agreed to by the Department per 45 CFR §164.526, or take other measures as necessary to satisfy the Department's 45 CFR §164.526 obligations;

5.3.3.12. Maintain and make available the information required to provide an accounting of disclosures to a covered entity as needed to satisfy the Department's 45 CFR §164.528 obligations;

5.3.3.13. To the extent the Provider carries any obligation under 45 CFR Subpart E, comply with the requirements of Subpart E that apply to the Department in the performance of that obligation; and

5.3.3.14. Make internal practices, books, and records available to HHS for determining HIPAA rule compliance.

5.3.4. Provider and its Subcontractors may only use or disclose PHI as listed below:

5.3.4.1. To perform obligations under **5.3**;

5.3.4.2. For archival purposes;

5.3.4.3. If necessary, for (a) proper management and administration or (b) to carry out legal responsibilities;

5.3.4.4. To disclose only if the disclosure is required by law; or (a) reasonable assurances are obtained from the disclosee that PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed, and (b) the disclosee agrees to notify the Provider of any instances in which the confidentiality and security of PHI has been breached;

5.3.4.5. To aggregate with PHI of other covered entities in its possession through its capacity as a Business Associate of such covered entities only to provide Department data analyses relating to Department health care operations (as defined in 45 C.F.R. §164.501);

5.3.4.6. To conform with 45 CFR §164.514(b) in de-identifying PHI; or

5.3.4.7. To follow marketing, fundraising and research guidance in 45 CFR §164.501, 45 CFR §164.508 and 45 CFR §164.514.

5.3.5. Department Notifications Affecting Provider Disclosure of PHI

The Department will notify the Provider, to the extent it may affect Provider's use or disclosure of PHI: of 45 CFR §164.520 limitations in the Notice of Privacy Practices; of changes in, or revocation of, an individual's permission to use or disclose PHI; or of any restriction on the use or disclosure of PHI information the Department has agreed to or is required to abide by under 45 CFR §164.522.

5.3.6. Termination Regarding PHI

5.3.6.1. Termination for Cause. Upon the Department's knowledge of a material breach of the Provider's duties under **5.3**, the Department may: (a) Provide the Provider opportunity to cure the breach within the Department's specified timeframe; (b) Immediately terminate Contract or discontinue access to PHI; or (c) If termination or cure are not feasible, the Department will report the breach to the Secretary of HHS.

5.3.6.2. Provider Obligations Upon Termination. Upon termination, the Provider, with respect to PHI received from the Department, or created, maintained, or received on behalf of the Department, will: (a) retain only PHI necessary to continue proper management and administration or to carry out legal responsibilities; (b) return PHI not addressed in (a) to the Department, or its designee; (c) upon the Department's permission, destroy PHI the Provider maintains in any form; (d) continue to use appropriate safeguards and comply with Subpart C of 45 CFR 164 with respect to electronic PHI to prevent use or disclosure of PHI, other than as provided for in (a) for retained PHI; (e) not use or disclose retained PHI other than for purposes for which PHI was retained and subject to the same conditions which applied prior to termination; and (f) comply with (b) and (c) when retained PHI is no longer needed under (a).

5.3.6.3. Obligations under **5.3.6.2** survive termination.

5.4. Information Security

The Provider shall comply, and be responsible for ensuring subcontractors' compliance as if they were the Provider, with the following information security requirements whenever the Provider or its subcontractors have access to the Department's information systems or maintains any client or other confidential information in electronic form.

5.4.1. The Provider shall designate an Information Security Officer competent to liaise with the Department on security matters and maintain an appropriate level of information security for the Department's information systems, or any client or other confidential information the Provider is

collecting or using in the performance of this Contract. An appropriate level of security includes approving and tracking all who request or have access, through the Provider's access, to the Department's information systems or any client or other confidential information. The Information Security Officer will ensure any access to the Department's information systems or any client or other confidential information is removed immediately upon such access no longer being required for the Provider's performance under this Contract.

5.4.2. The Provider shall provide the Department's latest security awareness training to all persons prior to granting access to the Department's information systems or any client or other confidential information. The Provider shall require all persons granted access to comply with, and be provided a copy of CFOP 50-2, and will sign the Department's Security Agreement (Form CF 0112) annually.

5.4.3. The Provider shall prevent unauthorized disclosure or access, from or to the Department's information systems or client or other confidential information. Client or other confidential information on systems and network capable devices will be encrypted per CFOP 50-2.

5.4.4. The Provider shall notify the Contract Manager within 120 hours, following the determination of any potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.5. The Provider shall, at its own cost, comply with §501.171, F.S. The Provider shall also, at its own cost, implement measures deemed appropriate by the Department to avoid or mitigate potential injury to any person due to potential or actual unauthorized disclosure or access to the Department's information systems or to any client or other confidential information.

5.4.6. The Provider's confidentiality procedures shall be at least as protective as the most recent version of the Department's security policies and comply with any applicable professional confidentiality standards.

5.5. Public Records

5.5.1. The Provider shall allow public access to all documents, papers, letters, or other public records as defined in §119.011(12), F.S., made or received by the Provider in conjunction with this Contract except that public records which are made confidential by law must be protected from disclosure. Should the Provider fail to comply with this provision the Department may unilaterally terminate this Contract.

5.5.2. As required by §119.0701, F.S., to the extent the Provider is acting on behalf of the Department the Provider shall:

5.5.2.1. Maintain public records that ordinarily and necessarily would be required by the Department to perform the service.

5.5.2.2. Upon request from the Department's custodian of public records, provide to the Department a copy of requested records or allow the records inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, F.S., or as otherwise provided by law.

5.5.2.3. Ensure public records exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law during this Contract term and following completion of this Contract if the Provider does not transfer the records to the Department.

5.5.2.4. Upon completion of this Contract, transfer, at no cost, to the Department all public records in possession of the Provider or keep and maintain public records required by the Department to perform the service. If the Provider transfers all public records to the Department upon completion of this Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider

keeps and maintains public records upon completion of this Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format compatible with the information technology systems of the Department.

5.5.3. IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 850-487-1111, OR BY EMAIL AT DCFCustodian@MYFLFAMILIES.COM, OR BY MAIL AT: DEPARTMENT OF CHILDREN AND FAMILIES, 2415 NORTH MONROE STREET, TALLAHASSEE, FL 32303.

6. INSPECTIONS, PENALTIES, AND TERMINATION

6.1. Financial Penalties for Failure to Take Corrective Action

6.1.1. In accordance with the provisions of §402.73(1), F.S., and Rule 65-29.001, F.A.C., should the Department require a corrective action to address noncompliance under this Contract, incremental penalties listed in **6.1.2** through **6.1.3** shall be imposed for the Provider's failure to achieve the corrective action. These penalties are cumulative and may be assessed upon each separate failure to comply with instructions from the Department to complete corrective action, but shall not exceed 10% of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made. These penalties do not limit or restrict the Department's application of any other remedy available to it under law or this Contract.

6.1.2. The increments of penalty imposition that shall apply, unless the Department determines that extenuating circumstances exist, shall be based upon the severity of the noncompliance, nonperformance, or unacceptable performance that generated the need for corrective action plan, in accordance with the following standards.

6.1.2.1. Noncompliance that is determined by the Department to have a direct effect on client health and safety shall result in the imposition of a 10% penalty of the total contract payments during the period in which the corrective action plan has not been implemented or in which acceptable progress toward implementation has not been made.

6.1.2.2. Noncompliance involving the provision of service not having a direct effect on client health and safety shall result in the imposition of a 5% penalty.

6.1.2.3. Noncompliance as a result of unacceptable performance of administrative tasks shall result in the imposition of a 2% penalty.

6.1.3. The deadline for payment shall be as stated in the Department order imposing the financial penalties. In the event of nonpayment the Department may deduct the amount of the penalty from invoices submitted by the Provider.

6.2. Termination

6.2.1. The Department may terminate this Contract without cause upon no less than 30 days' Notice in writing to the Provider unless another time is mutually agreed upon in writing.

6.2.2. The Provider may terminate this Contract upon no less than 120 days' Notice to the Department unless another time is mutually agreed upon in writing.

6.2.3. In the event funds for payment pursuant to this Contract become unavailable, the

Department may terminate this Contract upon no less than 24 hours' Notice in writing to the Provider. The Department is the final authority as to the availability and adequacy of funds.

6.2.4. In the event the Provider fails to fully comply with the terms and conditions of this Contract, the Department may terminate this Contract upon no less than 24 hours' Notice to the Provider, excluding Saturday, Sunday, and Holidays. Such Notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, Notice of termination will be issued after the Provider's failure to fully cure such noncompliance within the time specified in a Notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. The Department's failure to demand performance of any provision of this Contract shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this Contract is not a waiver of any other breach and neither event is a modification of the terms and conditions of this Contract. **6.2** does not limit the Department's right to legal or equitable remedies.

6.2.5. Failure to have performed any contractual obligations under any other contract with the Department in a manner satisfactory to the Department will be a sufficient cause for termination. Termination shall be upon no less than 24 hours' Notice to the Provider and only if the Provider:

6.2.5.1. Previously failed to satisfactorily perform in a contract with the Department, was notified by the Department of the unsatisfactory performance, and failed to timely correct the unsatisfactory performance to the satisfaction of the Department; or

6.2.5.2. Had any other contract terminated by the Department for cause.

6.2.6. In the event of termination under **6.2.1** or **6.2.3**, the Provider shall be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

6.2.7. If this Contract is for an amount of \$1 million or more, the Department may terminate this Contract at any time the Provider is found to have falsely certified under §287.135, 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. Regardless of the amount of this Contract, the Department may terminate this Contract at any time the Provider is found to have been engaged in business operations in Cuba or Syria, placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

7. OTHER TERMS

7.1. Governing Law and Venue

This Contract is entered into in the State of Florida and is construed, performed and enforced in all respects in accordance with Florida law, without regard to Florida provisions for conflict of laws. State Courts of competent jurisdiction in Florida have exclusive jurisdiction in any action regarding this Contract and venue is in Leon County, Florida. Unless otherwise provided in any other provision or amendment hereof, any amendment, extension or renewal (when authorized) may be executed in counterparts.

7.2. No Other Terms

There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract supersedes all previous communications, representations, or agreements, either verbal or written between the parties. This Contract does not include any resulting invoice, website, "click through", online, or other agreement absent specific reference in this Contract and then only the version extant the date of the first Contract signature.

7.3. Interpretation, Severability of Terms

Contract terms are not more strictly construed against any party. If a term is struck by a court, the balance is voidable only by the Department.

7.4. Survival of Terms

Absent a provision expressly stating otherwise, provisions concerning obligations of the Provider and remedies available to the Department survive the End Date. The Provider's performance pursuant to such surviving provisions is without further payment.

7.5. Modifications

Modifications of provisions of this Contract are valid only when they have been reduced to writing and duly signed by both parties. The rate of payment and the total dollar amount may be adjusted retroactively to reflect price level increases and changes in the rate of payment when these have been established through the appropriations process and subsequently identified in the Department's operating budget.

7.6. Anticompetitive Agreements

The Provider shall not offer, enter into nor enforce any formal or informal agreement with any person, firm or entity under which the parties agree to refrain from competing for any future service contract or limit in any manner the ability of either party to obtain employment by or provide services to the Department or a provider of services to the Department.

7.7. Purchases by Other Agencies

The Department of Management Services may approve this Contract as an alternate contract source pursuant to Rule 60A-1.045, F.A.C., if requested by another agency. Other State agencies may purchase from the resulting contract, provided the Department of Management Services has determined this Contract's use is cost-effective and in the best interest of the State. Upon such approval, the Provider may sell these commodities or services to additional agencies, upon the terms and conditions contained herein.

7.8. Unauthorized Aliens

7.8.1. Unauthorized aliens shall not be employed. Employment of unauthorized aliens shall be cause for unilateral cancellation of this Contract by the Department for violation of §274A of the Immigration and Nationality Act. The Provider and its subcontractors will enroll in and use the E-Verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees and its subcontractors' employees performing under this Contract. Employees assigned to this Contract means all persons employed or assigned (including subcontractors) by the Provider or a subcontractor during this Contract term to perform work pursuant to this Contract within the United States and its territories.

7.8.2. The Provider represents and warrants that no part of the funding under this Contract will be used in violation of any federal or state law, including, but not limited to, 8 U.S.C. §1324 or 8 U.S.C. §1325, or to aid or abet another in violating federal or state law. The Department may terminate this Contract at any time if the Provider violates, or aids or abets another in violating, any state or federal law.

7.9. Public Entity Crime and Discriminatory Contractors

Pursuant to §§287.133 and 287.134, F.S., the following restrictions are placed on the ability of persons placed on the convicted vendor list or the discriminatory vendor list. When a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, or an entity or affiliate has been placed on the discriminatory vendor list, such person, entity or affiliate may not submit a bid,

proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or the repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity; provided, however, the prohibition on persons or affiliates placed on the convicted vendor list is limited to business in excess of the threshold amount provided in §287.017, F.S., for CATEGORY TWO for 36 months from the date of being placed on the convicted vendor list.

7.10. PRIDE

It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from the corporation identified under chapter 946, F.S., in the same manner and under the same procedures set forth in §§946.515(2) and (4), F.S.; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

7.11. Continuing Oversight Teams

The Provider shall comply with the provisions of §287.057(26), F.S., as applicable, establishing and governing conduct of Continuing Oversight Teams for contracts of \$5 million or more.

7.12. Major Disasters and Emergencies

The Stafford Act allows federal assistance for major disasters and emergencies upon a declaration by the President. Upon the declaration, the Department is authorized to apply for federal reimbursement from the Federal Emergency Management Agency (FEMA) to aid in response and recovery from a major disaster. The Provider shall request reimbursement for eligible expenses through the Department with payment subject to FEMA approval and reimbursement.

7.13. Executive Compensation Reporting

7.13.1. Annually on or before May 1 Provider shall complete and return the Executive Compensation Annual Report (Form PCMT-08), located at: <https://www.myflfamilies.com/general-information/contracted-client-services/library>.

7.13.2. In accordance with §216.1366, F.S., if the Provider is a nonprofit as defined in §215.97(2)(m), F.S., the Provider must provide documentation to the Department that indicates the amount of state funds:

7.13.2.1. Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.

7.13.2.2. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

7.13.3. If the Provider maintains a website, information provided pursuant to **7.13.2** must be posted on the Provider's website.

7.14. Federal Whistleblower Requirements

Pursuant to §11(c) of the OSH Act of 1970 (29 USC §660(c)) and the subsequent federal laws expanding the act, the Provider is prohibited from discriminating against employees for exercising their rights under the OSH Act. Details of the OSH Act are located at: <http://www.whistleblowers.gov>.

7.15. Post-Award Notice Dissemination

If the Provider receives federal or state financial assistance, the Provider will receive a Post-Award

Notice (PAN) from the Department, which will contain information required to meet the Department's obligations in accordance with 2 CFR Part 200, §215.97 F.S., and Rule 69I-5, F.A.C. Providers with subrecipients receiving federal or state financial assistance are required to derive from the PAN information required by the regulations cited in this clause, and properly disseminate to subrecipients of federal and state financial assistance funds. This requirement follows federal and state financial assistance to subrecipients at every tier.

7.16. Recycled Products

The Provider shall procure any recycled products or materials, which are the subject of or are required to carry out this Contract, in accordance with §403.7065, F.S.

8. FEDERAL FUNDS APPLICABILITY

The following applies if Federal Funds are used to fund this Contract.

8.1. Federal Law

8.1.1. Provider shall comply with Federal law and regulations including 2 CFR, Part 200, and other applicable regulations.

8.1.2. If this Contract contains \$10,000 or more of Federal Funds, the Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375 and others, and as supplemented in 41 CFR, Part 60 if applicable.

8.1.3. If this Contract contains over \$150,000 of Federal Funds, the Provider shall comply with all applicable standards, orders, or regulations issued under §306 of the Clean Air Act, as amended (42 U.S.C. §7401 et seq.), §508 of the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Executive Order 11738, as amended and where applicable, and Environmental Protection Agency regulations (2 CFR, Part 1500). The Provider shall report any violations of the above to the Department.

8.1.4. If this Contract provides services to children up to age 18, the Provider shall comply with the Pro-Children Act of 1994 (20 U.S.C. §6081 et seq). Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation or the imposition of an administrative compliance order on the responsible entity, or both.

8.1.5. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities are subject to the following: A contract award (see 2 CFR §180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines in 2 CFR, Part 180 implementing Executive Orders 12549 and 12689, "Debarment and Suspension." SAM Exclusions 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.

8.1.6. If the Provider is a federal subrecipient or pass-through entity, the Provider and its subcontractors who are federal subrecipients or pass-through entities, must determine if its subcontracts are being awarded to a "contractor" or a "subrecipient," as those terms are defined in 2 CFR, Part 200. If a Provider's subcontractor is determined a subrecipient, the Provider must ensure the subcontractor adheres to all the applicable requirements in 2 CFR, Part 200.

8.1.7. Drug Free Workplace. If the Provider is a subrecipient or pass-through entity of federal funds originating from HHS, the Provider must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the governmentwide implementation (2 CFR Part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

9. CLIENT SERVICES APPLICABILITY

The following applies if the box for Client Services is checked in the header on page 1.

9.1. Client Risk Prevention

If services to clients are provided under this Contract, the Provider and any subcontractors shall, in accordance with the client risk prevention system, report those reportable situations listed in CFOP 215-6 in the manner prescribed in CFOP 215-6. The Provider shall immediately report any knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number 1-800-96ABUSE (1-800-962-2873). As required by chapters 39 and 415, F.S., this provision is binding upon both the Provider and its employees.

9.2. Emergency Preparedness Plan

If the tasks performed pursuant to this Contract include the physical care or supervision of clients, the Provider shall, within 30 days of the execution of this Contract, submit to the Contract Manager an emergency preparedness plan which includes provisions for records protection, alternative accommodations for clients in substitute care, supplies, and a recovery plan allowing the Provider to continue functioning in compliance with the executed contract in the event of an actual emergency. For disaster planning, the term "supervision" includes a child who is under the jurisdiction of a dependency court. Children may remain in their homes, be placed in a non-licensed relative/non-relative home, or be placed in a licensed foster care setting. No later than twelve months following the Department's original acceptance of a plan and every 12 months thereafter, the Provider shall submit a written certification it has reviewed its plan, along with any modifications to the plan, or a statement no modifications were found necessary. The Department agrees to respond in writing within 30 days of receipt of the original or updated plan, accepting, rejecting, or requesting modifications. In the event of an emergency, the Department may exercise oversight authority over such Provider to assume implementation of agreed emergency relief provisions.

9.3. Confidential Client and Other Information

The Provider shall maintain the confidentiality of all confidential data, files, and records related to deliverables and comply with all state and federal laws, including, §§471(a)(8) of the Social Security Act, 106(b)(2)(B) of the Child Abuse Prevention and Treatment Act, 7 U.S.C. §2020(e)(8), 42 U.S.C. §602, 2 CFR §200.303, 2 CFR §200.337, 7 CFR §272.1(c), 42 CFR §§2.1-2.3, 42 CFR §§431.300-306, and 45 CFR §205. Summaries of Florida Statutes providing for confidentiality of this and other information are found in Part II of the Attorney General's Government in the Sunshine Manual.

10. PROPERTY

10.1. The following only applies to this Contract if funded by state financial assistance.

10.2. The word "property" in this section means equipment, fixtures, and other property of a nonconsumable and nonexpendable nature, the original acquisition cost or estimated fair market value of which is \$5,000 or more and the normal expected life of which is one year or more. This definition also includes hardback-covered bound books circulated to students or the general public, the original acquisition cost or estimated fair market value of which is \$25 or more, hardback-covered bound books, the cost or value of which is \$250 or more, and all computers. Each item of property which it is practicable to identify by marking will be marked in the manner required by the Auditor General. Each custodian will maintain an adequate record of property in his or her custody, which record will contain such information as will be required by the Auditor General. Once each year, on July 1 or as soon thereafter as is practicable, and whenever there is a change of custodian, each custodian will take an inventory of property in his or her custody. The inventory will be compared with the property record, and all discrepancies will be traced and reconciled. All publicly supported libraries will be exempt from

marking hardback-covered bound books, as required by this section. The catalog and inventory control records maintained by each publicly supported library is the property record of hardback-covered bound books with a value or cost of \$25 or more included in each publicly supported library collection and is a perpetual inventory in lieu of an annual physical inventory. All books identified by these records as missing will be traced and reconciled, and the library inventory shall be adjusted accordingly.

10.3. If any property is purchased by the Provider with funds provided by this Contract, the Provider will inventory all nonexpendable property including all computers. A copy of the inventory will be submitted to the Department along with the expenditure report for the period in which it was purchased. At least annually the Provider will submit a complete inventory of all such property to the Department whether new purchases have been made or not.

10.4. The inventory will include: the identification number; year and/or model, a description of the property, its use and condition; current location; the name of the property custodian; class code (use state standard codes for capital assets); if a group, record the number and description of the components making up the group; name, make, or manufacturer; serial number(s), if any, and if an automobile, the Vehicle Identification Number (VIN) and certificate number; acquisition date; original acquisition cost; funding source; and, information needed to calculate the federal and/or state share of its cost.

10.5. The Contract Manager must provide disposition instructions to the Provider prior to the End Date. The Provider cannot dispose of any property reverting to the Department without the Contract Manager's approval. The Provider will furnish a closeout inventory no later than 30 days before the completion or termination of this Contract. The closeout inventory will include all nonexpendable property including all computers purchased by the Provider. The closeout inventory will contain the same information required by the annual inventory.

10.6. The Provider hereby agrees all inventories required by this Contract will be current and accurate and reflect the date of the inventory. If the original acquisition cost of a property item is not available at the time of inventory, an estimated value will be agreed upon by both the Provider and the Department and will be used in place of the original acquisition cost.

10.7. Title (ownership) to and possession of all property purchased by the Provider pursuant to this Contract vests in the Department upon completion or termination of this Contract. During the term of this Contract, the Provider is responsible for insuring all property purchased by or transferred to the Provider is in good working order. The Provider hereby agrees to pay the cost of transferring title to and possession of any property for which ownership is evidenced by a certificate of title. The Provider is responsible for repaying to the Department, the replacement cost of any property inventoried and not transferred to the Department upon completion or termination of this Contract. When property transfers from the Provider to the Department, the Provider is responsible for paying for the title transfer.

10.8. If the Provider replaces or disposes of property purchased by the Provider pursuant to this Contract, the Provider is required to provide accurate and complete information pertaining to replacement or disposition of the property as required on the Provider's annual inventory.

10.9. The Provider will indemnify the Department against any claim or loss arising out of the operation of any motor vehicle purchased by or transferred to the Provider pursuant to this Contract.

10.10. An amendment is required prior to the purchase of any property item not specifically listed in the approved budget.

11. AMENDMENT IMPACT

Any amendment replacing or deleting this page will not affect the below execution.

By signing this Contract, the parties state they have read and agree to the entire Contract, as described in 1.6.

IN WITNESS THEREOF, the parties hereto have caused this Contract executed by their undersigned officials as duly authorized.

CITY OF KISSIMMEE.

FLORIDA DEPARTMENT OF CHILDREN
AND FAMILIES

Signature: _____

Signature: _____

Name: Matthews, Desiree

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Federal Employer Identification Number (FEIN) or Social Security Number (SSN): 59-6000348

Provider Fiscal Year Ending Date: 06/30

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EXHIBIT A – SPECIAL PROVISIONS

The following provisions supplement or modify the provisions of Items 1 through 11 of the Standard Contract, as provided herein:

A.1. ENGAGEMENT, TERM AND CONTRACT DOCUMENT

A.1.1. Contract Renewal – This contract may be renewed on a yearly basis, contingent upon a specific appropriation by the Legislature. Renewals must be in writing, subject to the same terms and conditions as set forth in the initial contracts, made by mutual agreement, and will be contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the Department and will be subject to the availability of funds.

A.1.2. Homeless –The situation in which an individual or family who lacks a fixed, regular, and adequate nighttime residence, with Homeless referring to those in such a situation, meaning:

A.1.2.1. Has a primary nighttime residence that is a public or private place not meant for human habitation; or

A.1.2.2. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or

A1.2.3. Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

A.1.3. Street Outreach – Essential services necessary to reach out to unsheltered Homeless people through engagement, case management, emergency health, and emergency mental health services; connect them with emergency shelter, housing, or critical services; and provide urgent, nonfacility-based care to unsheltered Homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility.

A.1.4. Case Management – Assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant.

A.2. STATEMENT OF WORK

A.2.1. Case Management – The City of Kissimmee requested funding for a Community Engagement Unit, designed to assist individuals encountered in difficult, high-risk situations. This unit should employ the services of a Homeless services coordinator, law enforcement, on-site mental health provider, and on-going coordination and engagement with local agencies. The services coordination would be based at the Haven on Vine, a recently acquired hotel conversion project (specific appropriation 2341A in FY 2023-24 helped with funding), and deployed to community contact locations, as needed, to ensure a comprehensive approach to homelessness, with the goal of diverting individuals from the criminal justice system to stable housing.

A.3. PAYMENT, INVOICE AND RELATED TERMS

A.3.1. There are no additional provisions to this section of the Standard Contract.

A.4. GENERAL TERMS AND CONDITIONS

A.4.1. There are no additional provisions to this section of the Standard Contract.

A.5. RECORDS, AUDITS AND DATA SECURITY

A.5.1. There are no additional provisions to this section of the Standard Contract.

A.6. INSPECTIONS, PENALTIES, AND TERMINATION

A.6.1. There are no additional provisions to this section of the Standard Contract.

A.7. OTHER TERMS

A.7.1. There are no additional provisions to this section of the Standard Contract.

A.8. FEDERAL FUNDS APPLICABILITY

A.8.1. There are no additional provisions to this section of the Standard Contract.

A.9. CLIENT SERVICES APPLICABILITY

A.9.1. There are no additional provisions to this section of the Standard Contract.

A.10. PROPERTY

A.10.1. There are no additional provisions to this section of the Standard Contract.

A.11. AMENDMENT IMPACT

A.11.1. There are no additional provisions to this section of the Standard Contract.

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EXHIBIT B – SCOPE OF WORK**B.1. SCOPE OF SERVICE**

This is a one-year contract, pursuant to Specific Appropriation 341 of the General Appropriations Act for Fiscal Year 2025-2026. Under this Contract, services shall support major goals. The Provider shall fund a Community Engagement Unit pilot program, designed to assist individuals encountered in difficult, high-risk situations. This unit shall employ the services of a Homeless services coordinator, law enforcement, on site mental health provider and on-going coordination and engagement with local agencies. The services coordination should be based at the Haven on Vine and deployed to community contact locations as needed to ensure a comprehensive approach to homelessness, with the goal of diverting individuals from the criminal justice system to stable housing.

Services will focus on Street Outreach to the client population, and associated case management, connecting individuals to community resources, homelessness services, or needed supplies. Services will support households and individuals experiencing homelessness. The unit will be deployed and/or coordinate with local service providers to assist in providing support and integrate timely services.

B.2. MAJOR CONTRACT GOALS**B.2.1. Community Engagement Unit Funding**

The Provider shall fund a Community Engagement Unit pilot program, designed to assist individuals encountered in difficult, high-risk situations.

B.2.2. Street Outreach

Through the activities of the unit, the Provider shall provide Street Outreach to 250 individuals experiencing Homelessness.

B.2.3. Case management

Through the activities of the unit, case manage and connect 80% of individuals who have received Street Outreach to at least one other community resource (nonprofit, Homelessness services, needed supplies or emergency assistance) within 90 days.

B.3. SERVICE AREA/LOCATIONS/TIMES

B.3.1. Service Area- The Provider shall provide services in City of Kissimmee, and if necessary, broadly in Osceola County.

B.3.2. Service Delivery Location- The Provider's administrative office shall be located at 101 Church St. Kissimmee, FL 34741

B.3.3. Service Times- Staff including social workers and support personnel are available Monday – Friday from 9:00 am – 5:00 pm, with emergency on-call coverage available during after-hours and weekends. To accommodate working mothers, group sessions and workshops may be scheduled during evening hours.

B.3.4. Service Area/Locations/Times:

Service Area: City of Kissimmee city limits, Osceola County limits

Locations: Service locations in the service area, as needed

Times: After-hours; weekends

B.3.5. Changes in Location- The Provider shall notify the Department, in writing, a minimum of one week prior to making changes in office location or any changes that will affect the Department's ability to contact the Provider by telephone, mail, or email.

B.4. CLIENTS TO BE SERVED

Homeless individuals in the City of Kissimmee, or Osceola County if benefitting the Homeless situation in the City of Kissimmee.

B.5. CLIENT ELIGIBILITY

Clients to be served under this contract shall include individuals in the service area addressed in **B.3.1.** who are Homeless.

B.6. CLIENT DETERMINATION

The Provider is responsible for the determination of appropriate program participants based on target groups described in **B.4.** in this contract. In the even of any disputes regarding the eligibility of clients, the determination made by the Department shall be final and binding on all parties.

B.7. EQUIPMENT

It is the Provider's responsibility to supply, at its own expense, any equipment necessary to provider services under this Contract.

B.8. CONTRACT LIMITS

B.8.1. The Provider recognizes and agrees that any and all work performed without specific direction from the Department shall be deemed to gratuitous and not subject to charge by the Provider or compensation by the Department.

B.8.2. Funding is not to exceed the total contract dollar amount for the Contract period, subject to the availability of funds.

B.8.3. All services under this Contract shall be provided in accordance with applicable laws, rules, regulations, and departmental procedures.

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EXHIBIT C – TASK LIST

The Provider shall perform all functions necessary for the proper delivery of services including, but not limited to, the following:

C.1. SERVICE TASKS

C.1.1. The Provider shall (if necessary) establish, as well as fund, a Community Engagement Unit pilot program designed to assist individuals encountered in difficult, high-risk situations, and provide evidence of the units establishment. This unit shall employ the services of a Homeless services coordinator, law enforcement, on site mental health provider and on-going coordination and engagement with local agencies.

C.1.2. The Provider shall coordinate and contract with a nonprofit or service provider, such as Haven on Vine, and deploy to community contact locations as needed to ensure a comprehensive approach to Homelessness, with the goal of diverting individuals from the criminal justice system to stable housing. The Provider shall submit evidence to the Department of a coordination relationship with a nonprofit or service provider.

C.1.3. The Provider shall perform Street Outreach to the client population as detailed in **Exhibit B**, and submit required documentation for deliverable and invoice approval.

C.1.4. The Provider shall perform case management to the client population who received Street Outreach as detailed in **Exhibit B**, and submit required documentation for deliverable and invoice approval.

C.2. ADMINISTRATIVE TASKS**C.2.1. Staffing**

To support implementation, administrative tasks will include coordinating outreach schedules among partner agencies, maintaining accurate client records and progress notes, and facilitating monthly coordination meetings and case conferencing to review individual cases and overall program performance. The project team will also be responsible for tracking key performance metrics, compiling and submitting required reports, and ensuring compliance with Department reporting standards. Additional administrative responsibilities include staff supervision, training on best practices such as trauma-informed care, and ongoing quality assurance to maintain service consistency and effectiveness.

C.2.1.1. The Provider shall ensure adequate and sufficient staff, paid or volunteer, to satisfactorily meet all contract requirements, including background screening requirements in accordance with **4.12.** of this Contract. If the Department determines that the Provider's staffing levels do not provide adequate services, the Department shall advise the Provider in writing and the Provider shall have 30 business days to remedy the identified staffing deficiencies.

C.2.1.2. Notify the Department Contract Manager via email of any staff changes impacting service delivery.

C.2.1.3. The Provider shall maintain comprehensive files containing all required documentation to support service provision and make these available to the Department upon request.

C.2.2. Professional Qualifications

Minimum professional qualifications for staff shall be determined by the Provider.

C.2.3. Subcontracting

This Contract agreement does allow the Provider to Subcontract. All subcontractors must be submitted to the Department's contract manager in writing for approval.

C.2.4. Records and Documentation

C.2.4.1. The Provider must submit a **Quarterly Invoice Report** using the template in **EXHIBIT F1** by the 15th of the month after the quarter ends following service, or next business day if on Saturday, Sunday, or holiday.

C.2.4.2. The Provider must submit a **Quarterly Status Report** using the template in **EXHIBIT F2**, detailing the services provided for the previous quarter, by the 15th of each month after the quarter ends following service, or the next day if on Saturday, Sunday, or holiday. The **Monthly Status Report** may be revised without a contract amendment. Revised **Monthly Status Report** templates will be provided by the Contract Manager

C.2.4.3. The Provider shall submit a **Quarterly Expenditure Report** using the template in **EXHIBIT F3**. The report shall detail expenditures associated with this Contract incurred during the previous fiscal quarter. It shall be accompanied by a signed certification from a designated member of the Provider's staff that the report represents a complete and accurate account of all expenditures, supported by this Contract. The Provider shall submit one copy of this report by the 15th of each month after the quarter ends following service, or the next day if on Saturday, Sunday, or holiday. The final **Monthly Expenditure Report** is due to the Contract Manager no later than 45 business days following the end of this Contract.

C.2.4.4. The Provider shall submit a **Final Program Status Report** no later than 30 days following the end of this Contract.

C.2.5. EXECUTIVE OFFICE OF THE GOVERNOR OFFICE OF POLICY AND BUDGET REPORT

C.2.5.1. The Provider shall submit the following reports directly to the Contract Manager documenting the Return On Investment (ROI) for funding received, pursuant to Specific Appropriation of the General Appropriations Act for the current Fiscal Year.

C.2.5.2. An **Initial ROI Report (EXHIBIT C1)** identifying the positive return the state will receive by providing the funding shall be submitted to the Contract Manager on or before 15 days after execution of the contract. The Initial ROI Report shall include projected positive returns based on the current Fiscal Year.

C.2.5.3. The **Quarterly ROI Reports (EXHIBIT C2)** identifying the positive return the state will receive by providing the funding and updates of project results shall be submitted to the Contract Manager within 15 business days after the end of each quarter.

C.2.5.4. The **Final ROI Report (EXHIBIT C3)** calculating the total ROI for the entire Fiscal Year service period shall be submitted to the Contract Manager by September 1st.

C.2.5.5. The Provider shall submit the required reports listed below in **TABLE C1, REPORTING SCHEDULE** to the Contract Manager.

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TABLE C1

REPORTING SCHEDULE			
Report Title	Report Due Date	Number of Copies	Report Recipient(s)
Evidence for Community Engagement Unit pilot program establishment (D.3.1.)	Prior to initial Quarterly Invoice	1 Electronic copy	Contract Manager
Contract with Service Provider (D.3.2.)	Prior to initial Quarterly Invoice	1 Electronic copy	Contract Manager
Quarterly Invoice Report (EXHIBIT F1)	15 th calendar day of each quarter following services, or next business day if Saturday, Sunday or Holiday	1 Electronic copy	Contract Manager
Quarterly Status Report (EXHIBIT F2)	15 th calendar day of each quarter following service, or next business day if Saturday, Sunday or Holiday	1 Electronic copy	Contract Manager
Expenditure Report Form (EXHIBIT F3)	15 th of each quarter following service, or next business day if Saturday, Sunday, or holiday	1 Electronic copy	Contract Manager
Final Expenditure Report	No later than 45 business days following the end of the Contract agreement.	1 Electronic copy	Contract Manager
Initial ROI Report (EXHIBIT C1)	15 days after execution of the contract	1 Electronic copy	Contract Manager
Quarterly ROI Report (EXHIBIT C2)	15 days after the completion of each quarter	1 Electronic copy	Contract Manager
Final ROI Report (EXHIBIT C3)	September 1 st , following the end of the State Fiscal Year.	1 Electronic copy	Contract Manager
Executive Compensation Annual Report, PCMT-08 (see 7.13.)	Annually on or before May 1 st	1 Electronic copy	Contract Manager

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EXHIBIT C1
INITIAL RETURN ON INVESTMENT (ROI) REPORT

DATE: _____

Contract Number:

Program Costs	
Number of Clients Served by Program (Unduplicated)	
Total Program Costs for the Quarter (total expenditures)	\$
Total Program Costs YTD (cumulative)	\$

Social Impacts	
TBD (All parameters to be provided by the provider at a later date are contingent on approval by the Department)	\$
	\$
Total Savings	\$

Return on Investment	
Difference between Total Program Costs YTD & Total Savings	\$
Return on Investment	

Signature of Provider Agency Official

Title of Provider Agency Official

EXHIBIT C2
QUARTERLY RETURN ON INVESTMENT (ROI)REPORT

QUARTER: _____

Contract Number:

Program Costs	
Number of Clients Served by Program (Unduplicated)	
Total Program Costs for the Quarter (total expenditures for quarter)	\$
Total Program Costs YTD (cumulative)	\$

Social Impacts	
TBD (All parameters to be provided by the provider at a later date are contingent on approval by the Department)	\$
	\$
Total Savings	\$

Return on Investment	
Difference between Total Program Costs YTD & Total Savings	\$
Return on Investment	

Signature of Provider Agency Official

Title of Provider Agency Official

EXHIBIT C3
FINAL RETURN ON INVESTMENT (ROI) REPORT

Contract Number:

Program Costs	
Number of Clients Served by Program (Unduplicated)	
Total Program Costs for the Contract Term (total expenditures for term of the contract)	\$
Total Program Costs YTD (cumulative)	\$

Social Impacts	
TBD (All parameters to be provided by the provider at a later date are contingent on approval by the Department)	\$
	\$
Total Savings	\$

Return on Investment	
Difference between Total Program Costs YTD & Total Savings	\$
Return on Investment	

Signature of Provider Agency Official

Title of Provider Agency Official

EXHIBIT D – DELIVERABLES**D.1. SERVICE DELIVERABLES**

D.1.1. Community Engagement Unit pilot program – The applicability of this section is identified in **B.1.**

D.1.2. Service Units - A service unit consists of one quarter of supporting service tasks as identified in **Exhibit C**. Service units begin in Quarter 2, 2025.

D.2. OPERATIONAL SERVICE DELIVERABLES

D.2.1. Operational service deliverables shall be broken down by activity as specified below in **D.2.2.**

D.2.2. The applicability of this section is identified in **B.1.**. Each quarter, the Provider shall submit a **Quarterly Status Report, F2**. To demonstrate satisfactory progress towards the service targets, the Provider must complete all of the below deliverables:

D.2.2.1. Engage required unique individuals in Street Outreach.

D.2.2.2. Engage required unique individuals in case management. Case management is defined by **A.1.4.**

Deliverables	Quarterly Deliverable Requirement	Annual Deliverable Requirement
Street Outreach	83	250
Case Management	66	200

D.3. PROGRAMMATIC SERVICE DELIVERABLES

Prior to operational service deliverables being provided, the provider shall deliver:

D.3.1. Community Engagement Unit pilot program establishment – The Provider shall provide evidence that it has established and funded a Community Engagement Unit pilot program designed to assist individuals encountered in difficult, high-risk situations, and provide evidence of the units establishment. This unit shall employ the services of a homeless services coordinator, law enforcement, on site mental health provider and on-going coordination and engagement with local agencies. Evidence includes pay stubs, written attestation, invoices, and other documentation as determined acceptable to determine the veracity of the unit's establishment by the Department's contract manager. The unit shall remain operational throughout the service period.

D.3.2. Contract with Service Provider – The Provider shall provide evidence it has coordinated and contracted with a nonprofit or service provider and deployed to community contact locations as needed to ensure a comprehensive approach to Homelessness, with the goal of diverting individuals from the criminal justice system to stable housing. Evidence includes contracts, MOUs, invoices, and other documentation as determined acceptable to determine the veracity of the relationship by the Department's contract manager.

D.4. QUARTERLY STATUS REPORTS

D.4.1. The Provider shall submit **Quarterly Status Reports (Exhibit F2)** by the reporting schedule deadlines listed in **Table C1**.

D.5. ACCEPTANCE OF DELIVERABLES

Delivery of reports shall not be construed to mean acceptance of those reports. Acceptance of required reports shall constitute a separate act and must be approved by the Department's Contract Manager. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Department, at its option, may allow reasonable time for the Provider to remedy the objections noted by the Department, or the Department may, after giving the Provider a reasonable opportunity to make a report complete, adequate, or acceptable, declare this contract to be in default.

EXHIBIT E – MINIMUM PERFORMANCE MEASURES

E.1. MINIMUM PERFORMANCE MEASURES - The Provider shall achieve the following minimum performance measures for the duration of this Contract. The acceptance of performance measures for each unit of service specified in **D.1.2.** shall be made independently using the **Quarterly Status Report** identified in **Exhibit F2**. The Provider's failure to achieve the minimum performance measure for any unit of service shall not prevent acceptance of performance measures for any other unit of service.

E.1.1. Operational Service Deliverables Performance Measures -

Minimum Service Target	Criteria for Evaluating Completion
Street Outreach – The Provider will achieve a minimum number of deliverables, as identified in D.2.2.1.	100% of deliverables met on a quarterly and annual basis.
Case Management – The Provider will achieve a minimum number of deliverables, as identified in D.2.2.2.	100% of deliverables met on a quarterly and annual basis.

E.1.2. Programmatic Service Deliverables Performance Measures -

Minimum Service Target	Criteria for Evaluating Completion
Community Engagement Unit pilot program establishment – The Provider will provide evidence to the Department's contract manager sufficient to validate the unit's establishment, as defined by D.3.1.	100% of deliverables met prior to invoices being accepted
Contract with Service Provider – The Provider will provide evidence to the Department's contract manager sufficient to validate relationship with the Provider and the service provider, as defined by D.3.2.	100% of deliverables met prior to invoices being accepted

E.2. The Provider shall meet the performance standards and required outcomes above. The Provider agrees that all data used to determine compliance with related performance standards and outcomes above shall be reported as outlined in **Table C.1.**

E.3. By execution of this contract the Provider hereby acknowledges and agrees that its performance under the contract must meet the standards set forth above and will be bound by the conditions set forth in this contract. If the Provider fails to meet these standards, the Department, at its exclusive option, may allow a reasonable period, not to exceed six (6) months, for the Provider to correct performance deficiencies. If performance deficiencies are not resolved to the satisfaction of the Department within the prescribed time, and if no extenuating circumstances can be documented by the Provider to the Department's satisfaction, the Department must terminate the contract. The Department has the sole authority to determine whether there are extenuating or mitigating circumstances.

EXHIBIT F – METHOD OF PAYMENT**F.1. MINIMUM FINANCIAL SPECIFICATIONS**

F.1.1. This is a one-year cost reimbursement Contract. The Department will pay the Provider for the delivery of service provided in accordance with the terms of this Contract not to exceed \$200,000.00 subject to the availability of funds.

F.2. FUNDING SOURCES

F.2.1. Funding is awarded by the General Appropriations Act of 2025-2026, specific appropriation 341 and subject to annual legislative appropriations and Department approval for continued funding with the Provider for services.

F.2.2. Pursuant to § 215.971, F.S., as a recipient or subrecipient of federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred during the State Fiscal Year, in accordance with the Department of Financial Services Reference Guide for State Expenditures which is incorporated by reference. A copy can be obtained upon request to the Contract Manager or can be located at the Florida Department of Financial Services website.

F.2.3. Pursuant to § 215.971, F.S., any balance of unearned payments must be refunded to the Department at the end of the fiscal year with the submission of the final invoice for the fiscal year.

F.2.4. Pursuant to § 215.971, F.S., any funds paid in excess of the amount to which the recipient or subrecipient is entitled under the terms and conditions of this Contract must be refunded to the Department.

F.3. BUDGET

CATEGORY	AMOUNT	DESCRIPTION
Operational Costs		
Consultants/Contracted Services/Study	\$200,000.00	Contracted Services for Mental Health Provider and Homeless Services Coordinator
<u>Total</u>	<u>\$200,000.00</u>	

F.3.1. The Provider shall submit separate line-item budgets and narratives for this project to the Department's contract manager. The Budget must be approved in writing by the Office on Homelessness via the Department's contract manager.

F.3.2. The provider must submit to the Department's contract manager a written request for budget changes and obtain written approval before a change is implemented.

F.4. INVOICE REQUIREMENTS

F.4.1. The Provider shall request payment by submission of a completed invoice, **Exhibit F1**, no later than the 15th calendar day of the month following each quarter of service provision, accompanied by the corresponding **Quarterly Status Report (Exhibit F2)** and **Expenditure Report Form (Exhibit F3)** and any other deliverable or report due for the period of the invoice. The completed invoice shall include all necessary documentation to validate the veracity and applicability of expenses to the satisfaction of the Department's contract manager.

F.4.1.1. Quarterly Status Report Exhibit F2 - The Provider shall document all deliverables achieved during the invoice period. The Provider shall submit all documentation necessary to validate that the Street Outreach and case management occurred to unique individuals.

F.4.1.2. Quarterly Expenditure Report Form Exhibit F3 - The Provider shall document actual expenditures incurred under this contract agreement and shall submit to the Contract Manager on a quarterly basis. The Provider is required to maintain proof of all expenditures. Supporting documentation for proof of expenditures include, but are not limited to: Payrolls, staff timesheets and time-and-effort sheets for split-funded staff, invoiced items, emails, etc.

F.4.1.3. Proof of payment for all salaries or costs Provider is requesting reimbursement for (i.e., Receipts/invoices, copy of cancelled checks, payroll records and bank statements).

F.4.2. In the event an invoice submission is returned to the Provider for correction the Provider shall have up to 10 days to make corrections and resubmit a correct invoice to the Department.

F.4.3. The Provider shall submit invoices using the templates provided in **Exhibit F**.

F.4.4. The Provider may submit invoices and supporting documentation electronically, provided the invoice submission is clearly legible and contains a full-color electronic signature by the Provider's designated representative attesting to the completeness and accuracy of the submission and all supportive documentation for payment under cost reimbursement.

F.4.5. The Provider shall submit a final invoice for payment no later than 45 days after the end of each State Fiscal Year associated with this Contract, after the expiration of this Contract, or after this Contract has been terminated for any reason.

F.4.6. Failure to submit a timely final invoice will result in a forfeiture of all rights to payment and the Department shall not honor any requests submitted after the aforesaid time period.

F.4.7. The Department shall withhold any payment due until the reports required by attachments **F1** to **F3** have been submitted by the Provider and accepted by the Department.

F.4.8. Pursuant to § 215.971, F.S., as a Provider or subcontractor of federal or state financial assistance, the Provider may expend funds only for allowable costs resulting from obligations incurred during the contract period in accordance with the Department of Financial Services Reference Guide for State Expenditures which is incorporated by reference. A copy can be obtained upon request to the Contract Manager or can be located on the Florida Department of Financial Services website at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_13.

F.4.9. Invoice Approval Process

F.4.9.1. The Department will have up to five working days from receipt of the invoice to approve or disallow proposed expenditures listed or document the incompleteness of the supporting documentation.

F.4.9.2. In the event of late invoice submission where multiple invoices are submitted, invoices shall be processed in the order the invoice was due for submission. Subsequent invoices will not be considered received until all outstanding invoices have been submitted and approved for payment.

F.4.9.3. Disallowance of proposed expenditures or incomplete supporting documentation will result in rejection of the invoice. The Department will specify, in writing, the reason(s) for rejection and corrective action(s) that must be taken by the Provider in order to process the invoice for payment. The Provider will have five working days from the date of rejection of the initial invoice to make the requested changes and resubmit for payment a corrected and accurate invoice that is accepted and approved by the Department (Contract Manager).

F.5. FINANCIAL CONSEQUENCES, DELAYED PAYMENT, AND CORRECTIVE ACTION

F.5.1. This Contract shall have financial consequences related to failure of the Provider to perform under the terms of the Contract and pursuant to §§ 287.058(1)(h) and 215.971(1)(c), F.S.

F.5.2. The Department may reduce the invoice submitted by the Provider, to reflect the financial consequence assessed.

F.5.3. If full payment was received by the Provider when a financial consequence should have been imposed, the Provider shall make payable to the Department the amount of the penalty within 30 days after being notified in writing by the Contract Manager. If the Provider fails to reimburse the Department, the Department has the right to refuse to grant any new contract or contract awarded through the Department for any services, until said reimbursement is received.

F.5.4. Should the Provider fail to meet Quarterly Deliverables specified in **Exhibit D** or fail to achieve the year-to-date target of each prorated monthly deliverable, the Department, after determining the absence of mitigating circumstances, shall delay payment at a rate of 10 percent of the total invoice for each unmet deliverable. If the Provider exceeds the same deliverable(s) during the subsequent invoice period and meets the year-to-date target of prorated deliverables, the Provider may submit a supplemental invoice, demonstrating the measure has been subsequently met and request payment of the reduced (delayed) portion of the original invoice.

F.5.5. If the Provider does not meet an identified deliverable(s) during three months of this Contract, the Department shall apply the Corrective Action provisions of **6.1**. Corrective action plans required under **6.1** may result in a reduction in future funding under this Contract, through financial consequences or reallocation, determined at the Department's sole discretion by criteria established within the corrective action plan.

F.5.6. If the Provider does not submit an initial or corrected invoice within the required timeframes identified in **F.4.** of this Contract, the Department, after determining the absence of mitigating circumstances, shall apply a financial consequence of five percent from the invoice payment.

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ATTACHMENT F1 –INVOICE

Pilot Project		FEID #	59-6000348	
Contract #	LP045	Provider Name	City of Kissimmee	
Invoice #		Address	101 Church Street	
Invoice Period			Kissimmee FL 34741	
For Use by Provider				
Award Total	\$200,00.00	Deliverables Minimum of 250 household per Year		Actual
Payment Amount	\$ -	Invoice period		
Previous Payment(s) Total	\$ -	Previous months		
Balance After This Payment	\$ -	Total		
By signing this invoice, I certify to the best of my knowledge and belief that the invoice 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 or State 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. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.				
Signature of Provider Official		Date	Title of Provider Official	
For Use by Contract Manager Only				
Deliverables Met?	Amount of Delayed Payment (for Unmet Service Deliverables)	\$ -	Date of Invoice Received	
Yes / No	Recoupment of Delayed Payment (Previous Unmet Service Deliverables Achieved)	\$ -	Date Goods / Services Received	
Will a Financial Consequence be applied?	Amount of Financial Consequence (Admin)	\$ -	Date Goods Inspected and Approved	
Yes / No	Total Payment Amount	\$ -	Date Invoice Approved	
Org Code	60 30 30 90 001	Contract Manager Name		
OCA SPJ28	Object 275001	Contract Manager Signature		
EO SJ	Category 100778			

EXHIBIT F2 – QUARTERLY STATUS REPORT

QUARTERLY STATUS REPORT			
Provider Name	City of Kissimmee		
Contract Number	LP045		
Reporting Quarter			
SERVICES AND OUTCOMES			
Startup Tasks		Achieved (Yes/No)	Date Achieved
Community Engagement Unit Establishment			
Contract with Service Provider			
Tasks	Required # Individuals Served Total	Actual # Individuals Served This Quarter	Actual # Individuals Served Year to Date
Street Outreach	250		
Case Management	200		
ATTESTATION			
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 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. Additionally, I certify that all reports supporting this invoice have been submitted to the Department in accordance with this agreement.			
Authorized Name and Title (Please print)			
Signature		Date	

EXHIBIT F3 – LP045 ROLL-UP/ Expenditure Report

Provider Name	City of Kissimmee
Contract Number	LP045
Quarter of Services	

<i>Date Service Provided</i>	<i>Service Provided</i>	<i>Vendor</i>	<i>Amount</i>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
Total			\$
TOTAL AMOUNT SUBMITTED FOR PAYMENT			
Total			\$

ATTACHMENT I**FINANCIAL COMPLIANCE**

The administration of resources awarded by the Department to the Provider may be subject to audits as described in this Attachment.

1. MONITORING

1.1. In addition to reviews of audits conducted in accordance with 2 CFR §§200.500- 200.521 and §215.97, F.S., as revised, the Department may monitor or conduct oversight reviews to evaluate compliance with contract, management, and programmatic requirements. Monitoring or oversight reviews include on-site visits by Department staff, agreed-upon-procedures engagements as described in 2 CFR §200.425, or other procedures. By entering into this agreement, the Provider shall comply and cooperate with any monitoring or oversight reviews deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Provider is appropriate, the Provider shall comply with any additional instructions provided by the Department regarding such audit. The Provider shall comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department's Inspector General, the state's Chief Financial Officer or the Auditor General.

2. AUDITS**2.1. Part I: Federal Requirements**

2.1.1. This part is applicable if the Provider is a state or local government, or a nonprofit organization as defined in 2 CFR §§200.500-200.521.

2.1.2. In the event the Provider expends \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) or more in federal awards during its fiscal year, the Provider must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §§200.500-200.521. The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 (\$1,000,000 for fiscal years beginning on or after October 1, 2024) in federal awards during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-federal resources. In determining the federal awards expended during its fiscal year, the Provider shall consider all sources of federal awards, including federal resources received from the Department of Children & Families, federal government (direct), other state agencies, and other non-state entities. The determination of amounts of federal awards expended shall be in accordance with guidelines established by 2 CFR §§200.500-200.521. An audit of the Provider conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 §§200.500-200.521 will meet the requirements of this part. In connection with the above audit requirements, the Provider shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

2.1.3. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.2. Part II: State Requirements

2.2.1. This part is applicable if the Provider is a non-state entity as defined by §215.97(2), F.S.

2.2.2. In the event the Provider expends \$750,000 or more in state financial assistance during its fiscal year, the Provider must have a state single or project-specific audit conducted in accordance with §215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

The Provider shall provide a copy of the single audit to the Department's Single Audit Unit and its contract manager. In the event the Provider expends less than \$750,000 in state financial assistance during its fiscal year, the Provider shall provide certification to the Department's Single Audit Unit and its contract manager that a single audit was not required. If the Provider elects to have an audit that is not required by these provisions, the cost of the audit must be paid from non-state resources. In determining the state financial assistance expended during its fiscal year, the Provider shall consider all sources of state financial assistance, including state financial assistance received from the Department of Children & Families, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2.2.3. In connection with the audit requirements addressed in the preceding paragraph, the Provider shall ensure that the audit complies with the requirements of §215.97(8), F.S. This includes submission of a financial reporting package as defined by §215.97(2), F.S., and Chapters 10.550 or 10.650, Rules of the Auditor General.

2.2.4. The audit's schedule of expenditures shall disclose the expenditures by contract number for each contract with the Department in effect during the audit period. The audit's financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number.

2.3. Part III: Report Submission

2.3.1. Audit reporting packages (including management letters, if issued) required pursuant to this agreement shall be submitted to the Department within 30 (federal) or 45 (state) days of the Provider's receipt of the audit report or within nine months after the end of the Provider's audit period, whichever occurs first, directly to each of the following unless otherwise required by Florida Statutes:

2.3.1.1. The Contract Manager.

2.3.1.2. Department of Children & Families, Office of the Inspector General, Single Audit Unit
HWQ.IG.Single.Audit@myflfamilies.com.

2.3.1.3. Reporting packages required by **Part I** of this attachment shall be submitted, when required by 2 CFR §200.512 (d), by or on behalf of the Provider directly to the Federal Audit Clearinghouse using the Federal Audit Clearinghouse's Internet Data Entry System, located at: <https://www.fac.gov/>, and other federal agencies and pass-through entities in accordance with 2 CFR §200.512.

2.3.1.4. Reporting packages required by **Part II** of this agreement shall be submitted by or on behalf of the Provider directly to the state Auditor General (one paper copy and one electronic copy) at:

Auditor General

Local Government Audits/251

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, Florida 32399-1450

flaudgen_localgovt@aud.state.fl.us.

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

2.3.2. When submitting reporting packages to the Department for audits done in accordance with 2 CFR §§200.500-200.521, or Chapters 10.550 (local governmental entities), or 10.650 (nonprofit or for-profit organizations), Rules of the Auditor General, the Provider shall include correspondence from the auditor indicating the date the audit report package was delivered to the Provider. When such

correspondence is not available, the date that the audit report package was delivered by the auditor to the Provider must be indicated in correspondence submitted to the Department in accordance with Chapter 10.558(3) or Chapter 10.657(2), Rules of the Auditor General.

2.3.3. Certifications that audits were not required shall be submitted within 90 days of the end of the Provider's audit period.

2.3.4. Any other reports and information required to be submitted to the Department pursuant to this attachment shall be done so timely.

2.4. Record Retention

The Provider shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six years from the date the audit report is issued and shall allow the Department or its designee, Chief Financial Officer or Auditor General access to such records upon request. The Provider shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

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ITEM 7.C

Authorization to purchase the annual city vehicle requirements for FY2025-26

Request

This request is for authorization to purchase the FY 2025-26 City vehicle requirements from the State Contract, Sheriff's Contract, Cooperative Purchasing Contracts or the City bid, whichever is most cost-effective, considering the requirements of the departments.

Explanation

The City has 33 units in the budget this year at a budgeted cost of \$1,946,534. Included in this total are 13 vehicles for the Police Department at a cost of \$800,300. Standard procedure is to identify the pricing for those vehicles planned for purchase using the State Contract and Sheriff's Association and Cooperative Purchasing contracts, and then solicit bids from local dealers to match or beat the State contract pricing.

Recommendation

Staff recommends approval to purchase the City vehicle requirements from the State Contract, Sheriff's Contract, Cooperative Purchasing Contracts or City bid, whichever is the most cost effective, considering the needs of each Department.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

None

ITEM 7.D

Interlocal Agreement with School Board of Osceola County for Bob Makinson Aquatic Center

Request

Approval of the Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the use of the Bob Makinson Aquatic Center, Contract #20250030.

Explanation

The City of Kissimmee and the School Board of Osceola County have an interlocal agreement relating to the use of the Bob Makinson Aquatic Center by the School District that is due to expire. Both parties wish to enter into another agreement. Under this Agreement, the School District will have access to the facility for approved educational and athletic activities, including swimming lessons, intramural swim team practices, and high school swim meets. The City will provide qualified lifeguards and management staff during the School District's scheduled use of the facility to ensure safety and compliance with all applicable regulations. The School District will reimburse the City for all staffing costs associated with their use of the facility.

This partnership continues the strong collaboration between the City and the School District by providing opportunities for students to safely participate in aquatic activities while maximizing the use of City facilities. The term of the Agreement shall be ten (10) years from the effective date, unless terminated earlier in accordance with the Agreement's provisions.

Recommendation

Approval of the Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the use of the Bob Makinson Aquatic Center.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) BMAC INTERLOCAL AGREEMENT final

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND THE
SCHOOL BOARD OF OSCEOLA COUNTY
RELATING TO THE USE OF BOB MAKINSON AQUATIC CENTER**

THIS INTERLOCAL AGREEMENT (hereinafter "Agreement") is made this _____ day of _____ 2025 by and between the City of Kissimmee, a municipal corporation located at 101 N. Church Street, Kissimmee, Florida 34741 (hereinafter referred to as "City") and the School District of Osceola County, a public body corporate organized and existing under the laws of the State of Florida, located at 817 Bill Beck Blvd., Kissimmee, FL 34744, (hereinafter referred to as "School District"), individually hereinafter referred to as the "Party" and collectively hereinafter referred to as the "Parties," and each represent as follows:

WHEREAS, the School District wishes the use of, on a periodic basis, a City pool facility known as The Bob Makinson Aquatic Center (hereinafter referred to as "BMAC") for its students from schools within the School District for various school related functions; and

WHEREAS, the City wishes to make available the use of the BMAC to the School District for use by the schools within School District; and

WHEREAS, §163.01 Florida Statute, the "Florida Interlocal Cooperation Act of 1969," authorizes local governmental entities to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and, thereby, to provide services and facilities in manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, a cooperative effort between the parties will mutually benefit the City and the School District.

NOW THEREFORE, in consideration of the terms, conditions, promises, covenants and payments hereinafter set forth, the Parties agree as follows:

Section 1. Recital. The above recitals are true, correct and incorporated herein.

Section 2. Definitions.

"*Competition Pool*" shall mean the pool at BMAC which is designated for athletic competition, and which shall be eight (8) lanes. "Competition pool" shall also include areas adjacent and appurtenant to the pool, and the reasonable means of ingress and egress to the pool.

"Normal Operating Hours" shall mean the hours between 7:00 AM and 8:00 PM from August 1st through May 1st each year of this Agreement.

Section 3. Effective Date. This Agreement shall become effective immediately upon execution of this Agreement by both the City and the School District, the latest date of execution, by either party, shall become the Effective Date.

Section 4. Term. This Agreement shall remain in full force and effect for a period of ten (10) years from the Effective Date, unless terminated earlier pursuant to the provisions of this Agreement.

Section 5. Compensation. Compensation to the City by the School District for use of the BMAC shall not exceed two hundred thousand dollars (\$200,000.00) cumulatively for the ten-year period. This compensation is for the costs of the City's qualified lifeguards that are specifically necessitated by the School District's scheduled use of the BMAC. School District's payment will be made pursuant to the provisions of the Local Government Prompt Payment Act within forty-five (45) days of receipt of City's invoice and completion of services. Additional expenses may be authorized by the written Agreement of both Parties. If the School District expends two hundred thousand dollars (\$200,000.00) prior to the end of the tenyears, the School District may no longer utilize the BMAC without amending this Agreement

Section 6. Funding Allocations. Each payment obligation of the School District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of services or products. If such funds are not allocated and available, this Agreement may be terminated, as provided in Section 7, by the School District at the end of the period for which funds are available. No penalty shall accrue to the School District in the event this provision is exercised, and the School District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

Section 7. Termination for Convenience. Either Party to this Agreement shall have the right to terminate this Agreement, for any reason, prior to the expiration of the Agreement by providing a written notice to the other party, pursuant to the Notices provision of this Agreement, at least ninety (90) days prior to the date upon which the Agreement is to be terminated.

Section 8. Use of BMAC by School District. The School District shall have the right to use the BMAC for any School District approved educational or athletic activity so long as the School District complies with the scheduling provisions of this Agreement.

- a) Use of BMAC Competition Pool during Normal Operation Hours. The City will allocate and grant reserved use of the Competition Pool, Monday through Friday, during Normal Operating Hours, for swimming lessons, intermural swim team practices, and swim meets for elementary, middle, and high school students, subject to the scheduling provisions of this Agreement.

- b) Other Use of BMAC by School District. All other School District approved educational or athletic activities shall take place outside of Normal Operating Hours.

Section 9. Scheduling. The School District shall provide the City reasonable advanced notice for any planned use of the BMAC, including the BMAC Competition Pool.

- a) Duty to Cooperate. If the School District provides less than one (1) month of notice for any activity, the City agrees to reserve the BMAC facility at the requested date and time if the BMAC facility has not been previously reserved. If the BMAC facility is unavailable on the date and time requested, the City shall cooperate with the School District and make a good faith effort to reserve the BMAC facility at a date and time as close to the requested date and time as reasonably possible.
- b) Scheduling Notices. The scheduling notices required pursuant to this provision of the Agreement shall be sent in writing by the Superintendent of the School District, or his/her designee, at the address provided in the Notices provision of this Agreement. The Superintendent of the School District, or his/her designee, shall maintain a master list of all organized School District approved educational and athletic activities scheduled at the BMAC.

Section 10. Condition of the BMAC.

- a) It shall be the City's responsibility to ensure that the BMAC including the Competition Pool and all associated and related facilities are fit for the intended purpose under current standards of organized School District approved educational and athletic activities. The premises shall be kept in a good and serviceable condition in accordance with reasonable industry standards. The City shall be, responsible for the safety and adequacy of the physical plant, swimming pools, water quality, cost of heating Competition Pool and all conditions of the premises.
- b) The School District shall return the BMAC in good order after each School District approved activity. Normal wear, tear, and depreciation is expected and is hereby excepted.

Section 11. Lifeguards and BMAC Staff. The City shall be responsible for properly staffing) the BMAC at all times during which the School District has scheduled use of the BMAC, whether during Normal Operating Hours or outside of Normal Operating Hours, including staffing the BMAC with the City's own qualified lifeguards in sufficient number to ensure the safety of the swimmers and in accordance with all Federal, State and local laws, rules, policies and ordinances and with one Manager on Duty (MOD). All lifeguards and MODs will pass a Level II background screening.

- a) Cost of Lifeguards. The School District shall reimburse the City for the costs of lifeguards and MODs that are specifically necessitated by the School District's

scheduled use of the BMAC. The City shall provide to the School District prior written notification as to the costs associated annually with the use of the City's lifeguards.

Section 12. Additional Cleaning.

- a) The City will provide its normal custodial and maintenance work which will, when possible, be scheduled around City and School District programs.
- b) If there is extra custodial and maintenance work required due to use by the School District, as determined by the Parks & Recreation Director and School District Athletic Director, the School District will be charged for such services. Notification of the extra cost will be provided within three (3) business days after the use of the BMAC. The School District shall have (3) business days to object to the assessed costs.
- c) Extra custodial and maintenance work performed will be charged at a pass-through rate.

Section 13. Mutual Hold Harmless and Indemnification. City hereby assumes responsibility for all claims for personal injury, including death, and property damage arising from its own negligent or intentional torts or those caused by its employees, officers, directors, contractors, or other persons under the control of City. The School District shall be responsible for all of its own negligent or intentional torts or those caused by its employees, agents, appointed officials, officers, directors, board or committee members, students and other persons under its control. The foregoing clauses are simply acknowledgments between the Parties that there is no indemnification, and the foregoing clauses shall not in any way be construed to be or in any way interpreted to be any agreement to provide indemnification, and the foregoing clauses shall not in any way be construed to be or in any way interpreted to be any agreement to provide indemnification by one party to the other. Section 768.28, Florida Statutes, shall govern all aspects of sovereign immunity and to the limitation of damages available to each party under sovereign immunity concerning the parties to this Agreement and neither Party in any way waives any rights to sovereign immunity.

Section 14. Breach and the Opportunity to Cure. Upon any breach of this Agreement, the party not in breach shall serve written notice to the party in breach and demand that the breach be cured within thirty (30) calendar days from the date of receipt of the notice. The party in breach may then cure within the thirty (30) day period. If the breach is not cured within the allotted time period, then, at the sole discretion of the non-breaching party, this Agreement may be terminated, and in which event the non-breaching party shall have no further obligations under this Agreement and shall have remedies available at law or in equity. Any advanced monies paid by the School District shall be prorated to date of termination and refunded to the School District.

Section 15. Maintenance and Custodial Work. The resolution of any dispute which is not cured within the applicable cure period, written agreement of the parties, shall be in a Court of

appropriate jurisdiction in Osceola County, Florida. In the event of litigation, each party shall bear its own attorney's fees and costs. The parties are encouraged to submit any dispute arising from this Agreement to non-binding mediation prior to litigation, although the submission to non-binding mediation shall not be a condition precedent to the filing of an action. Both parties agree to waive a jury trial.

Section 16. Notices. Any and all notices required by this agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

- a) Notices sent to the School District shall be addressed as follows:

The Superintendent of the School District of Osceola County
817 Bill Beck Blvd.
Kissimmee, FL 34744-4495

- b) Notices sent to the City shall be addressed as follows:

Director of Parks and Recreation
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Section 17. Construction of Agreement. This Agreement has been reviewed and drafted by both parties and each party has engaged its attorneys in the preparation of this Agreement. This Agreement shall not be construed against either party as the draftsman. Underlined paragraph headings are intended to assist in the organization of the Agreement and shall not be solely relied upon in construing the meaning of this Agreement. Where appropriate in the context, the singular shall mean the plural and vice versa, and the reference to the masculine for shall also mean the feminine form where the context so requires.

Section 18. Recordability, Transfer, and Assignment. This Agreement shall not be assigned by either party without the express written consent of the other party. In the event the City sells or otherwise transfers possession, operation, or ownership of the BMAC to another entity, the School District's right of use herein shall run with the land and shall be binding upon any such transferee.

Section 19. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties. All previous discussions, drafts and negotiations between the parties are hereby merged in this Agreement.

Section 20. Changes and Modifications. Any and all changes or modifications to this Agreement must be in writing and signed by all parties to the Agreement.

Section 21. No Third-Party Benefit. No person or entity, other than the School District and the City, shall have any rights under this Agreement; there are no third-party beneficiaries.

Section 22. No Waiver. The failure of any part to this Agreement to exercise any right or remedy it may have from time to time shall not be deemed to be a waiver of that right or remedy.

Section 23. Sovereign Immunity. Nothing contained in this Agreement shall be deemed or interpreted to operate as a waiver of any party's sovereign immunity as the same may be legally applicable to any party.

Section 24. Counterpart Originals. This Agreement may be executed in counterpart originals, each of which shall carry the same force and effect as an original.

[Signature pages to follow.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year written below.

**THE SCHOOL BOARD OF OSCEOLA COUNTY,
FLORIDA**

By: _____
Heather Kahoun, Chair

Date Approved: _____

ATTEST:

By: _____ Date: _____
Mark Shanoff, Ed. D, Superintendent

Approved as to form and legality.

By: _____ Date: _____
Sarah Koren, Esq., General Counsel

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor

Date: _____

ATTEST:

By: _____ Date: _____
Tameara Crespo, City Clerk

Approved as to form and legality.

By: _____ Date: _____
Olga Sanchez de Fuentes, City Attorney

ITEM 7.E

Access and Maintenance Easement Agreement for Osceola Village Wall Tract F-2

Request

Approval of the Access and Maintenance Easement Agreement in favor of Osceola Village Homeowners' Association, Inc. (Contract #20250379).

Explanation

A portion of a privacy wall serving Osceola Village was constructed by the original developer within Tract F-2, a parcel owned by the City of Kissimmee and dedicated as part of the Osceola Village Center plat. The wall is to be owned and maintained in perpetuity by the Osceola Village Homeowners' Association, Inc., at no cost to the City.

The proposed easement grants the HOA non-exclusive access over a portion of Tract F-2 for the purpose of maintaining and repairing the wall. The City retains full ownership and rights over Tract F-2.

Recommendation

Approval of the Access and Maintenance Easement Agreement in favor of Osceola Village Homeowners' Association, Inc.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Executed OV Access Maintenance Easement
2. OV Access & Maintenance Easement – Vicinity Map

This instrument was prepared by/return to

R. Travis Rentz, Esq.
Godbold, Downing, Bill & Rentz, P. A.
222 W. Comstock Ave, Suite 101
Winter Park, FL 32789

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

ACCESS AND MAINTENANCE EASEMENT AGREEMENT

THIS ACCESS AND MAINTENANCE EASEMENT AGREEMENT (“**Agreement**”) is made and entered into by between **CITY OF KISSIMEE, FLORIDA**, a Florida Municipal Corporation (“**City**”) and **OSCEOLA VILLAGE HOMEOWNERS’ ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 6972 Lake Gloria Blvd., Orlando, FL 32809 (“**Association**”) as of the 21st day of October, 2025 (“**Effective Date**”).

RECITALS:

WHEREAS, the City is the owner of certain real property located in Osceola County, Florida, and more particularly described as follows (the “**City Property**”):

Tract F-2, as shown on that certain Plat of Osceola Village Center as recorded in Plat Book 32, Page 60, Official Records of Osceola County, Florida.

WHEREAS, a privacy wall (“**Wall**”) is located on certain residential lots that are adjacent to the City Property that the HOA is responsible for maintaining and repairing pursuant to the terms of the governing homeowners’ association documents.

WHEREAS, the HOA has requested from the City, and the City has agreed, to grant to the HOA an access and maintenance easement over and across the City Property to allow the HOA to maintain the Wall, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in exchange of good and valuable considerations, the receipt and sufficiency of which being hereby acknowledged, the City and the HOA do hereby agree and state as follows:

1. **Recitals.** The foregoing recitals are incorporated herein by reference as though fully set forth below.

2. **Grant of Easement.** The City does hereby give, grant and convey to the HOA, and its contractors, agents, and licensees, a non-exclusive, perpetual access and maintenance easement over, across and upon the City Property for the purpose of performing maintenance and repairs on the Wall. The City retains all rights, title, emoluments and uses to said City Property as fee simple owner so long as such rights, emoluments and uses do not materially conflict with the purpose of easement rights granted to the Association herein.

3. **General Provisions.** The following general provisions shall apply to the Agreement and other rights and privileges granted herein:

(a) **Enforcement of Rights.** In the event that either party fails to discharge its obligations hereunder, the other party shall have the right to enforce those obligations by an action in law or equity (including a suit for specific performance) without thereby waiving the right to also recover in an action for damages any sums expended by either party at its discretion in performing such obligations. In the event that either party institutes a legal proceeding against the other party to enforce obligations arising hereunder, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' and paralegals' fees and costs (including but not limited to those incurred on appeal).

(b) **Covenants with the Land; Assignment.** This Agreement and the rights and obligations contained herein shall be deemed to run with the title to the City's Property hereby inuring to the benefit of and binding the parties hereto, as their interest may appear, and their respective successors and assigns.

(c) **Captions, Number and Gender.** The captions and headings are for convenience only and are not intended to be used in construing any provision of this Agreement. The singular and plural shall each include the other where appropriate. Words of any gender shall include other genders when the context so permits.

(d) **Amendment.** This Agreement may not be modified, amended or terminated without the prior written approval of the City or the Association, or their successors and assigns.

(e) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

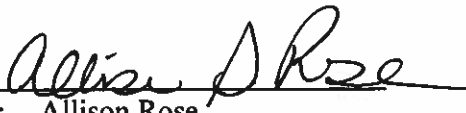
[Signatures on the Following Pages]

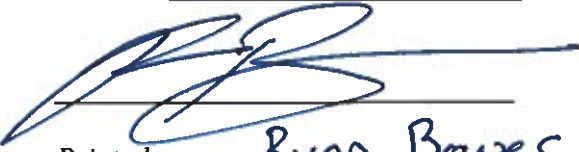
This Agreement is entered into as of the date first stated above.

Signed, sealed and delivered
in the presence of:

**OSCEOLA VILLAGE HOMEOWNERS'
ASSOCIATION, INC.**, a Florida not-for-
profit corporation

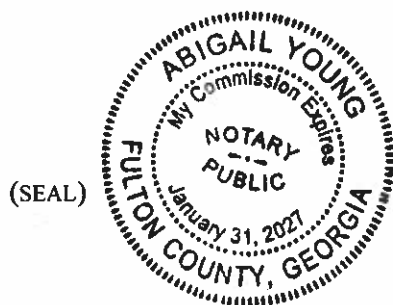

Printed name: Leigh Monteth
Address: 600 Galleria Parkway, Suite 300
Atlanta, GA 30339

By: 
Name: Allison Rose
Its: President


Printed name: Ryan Bowes
Address: 600 Galleria Parkway, Suite 300
Atlanta, GA 30339

STATE OF GEORGIA
COUNTY OF Cobb

The foregoing instrument was acknowledged before me via physical presence on the
12 day of August, 2025, by Allison Rose, the
President of Osceola Village Homeowners' Association, Inc. He/She is
personally known to me.




Notary Public
STATE OF FLORIDA

CITY OF KISSIMMEE

By: _____
Mayor

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

LEGAL DESCRIPTION

NOT A SURVEY

A STRIP OF LAND BEING A PORTION OF TRACT F-2, OSCEOLA VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 32, PAGES 60 THROUGH 64 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, LYING IN SECTION 33, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF SAID TRACT F-2; THENCE RUN SOUTH 42°20'44" WEST ALONG THE WESTERLY LINE OF SAID TRACT F-2 FOR A DISTANCE OF 115.40 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE RUN NORTH 73°56'44" EAST FOR A DISTANCE OF 88.67 FEET; THENCE RUN NORTH 83°25'20" EAST FOR A DISTANCE OF 64.81 FEET; THENCE RUN SOUTH 06°45'08" EAST FOR A DISTANCE OF 10.00 FEET TO THE SOUTHERLY LINE OF SAID TRACT F-2; THENCE RUN THE FOLLOWING BEARINGS AND DISTANCES ALONG SAID SOUTHERLY LINE: SOUTH 83°25'20" WEST FOR A DISTANCE OF 64.01 FEET; THENCE RUN SOUTH 73°56'44" WEST FOR A DISTANCE OF 83.99 FEET; THENCE RUN SOUTH 42°21'16" WEST FOR A DISTANCE OF 22.91 FEET; THENCE RUN SOUTH 73°56'44" WEST FOR A DISTANCE OF 20.11 FEET TO AFORESAID WESTERLY LINE OF TRACT F-2; THENCE RUN NORTH 42°20'44" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 41.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.04 ACRES, 1,849 SQUARE FEET, MORE OR LESS.

SHEET 1 OF 2
SEE SHEET 2 FOR SKETCH OF DESCRIPTION



SURVEYING • MAPPING
GEOSPATIAL SERVICES
www.allen-company.com
16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#8627

SURVEYOR'S NOTES:

1. THIS LEGAL DESCRIPTION AND SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER OR AN ELECTRONIC SIGNATURE THAT IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE 5J-17.062.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WESTERLY LINE OF OSCEOLA VILLAGE CENTER, PLAT BOOK 32, PAGES 60 THROUGH 64 BEING SOUTH 42°20'44" WEST (ASSUMED FOR ANGULAR DESIGNATION ONLY).
3. THIS LEGAL DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF TITLE.
4. DELINEATION OF THE LANDS SHOWN HEREON ARE AS PER THE CLIENT'S INSTRUCTIONS.
5. THE RECORDING INFORMATION SHOWN HEREON WAS OBTAINED FROM THE OSCEOLA COUNTY PUBLIC ACCESS WEBSITE.

JOB #: 20200385

DATE: 5/16/2025

SCALE: N/A

CALC BY: KS

DRAWN BY: KS

CHECKED BY: SEJ

James L. Rickman
JAMES L. RICKMAN, SM#5833
Digitally signed by:
James L. Rickman
DN: CN = James L.
Rickman C = US O =
Allen and Company Inc
Date: 2025.08.18 12:
07:46:04 -04'00'
SM#5833

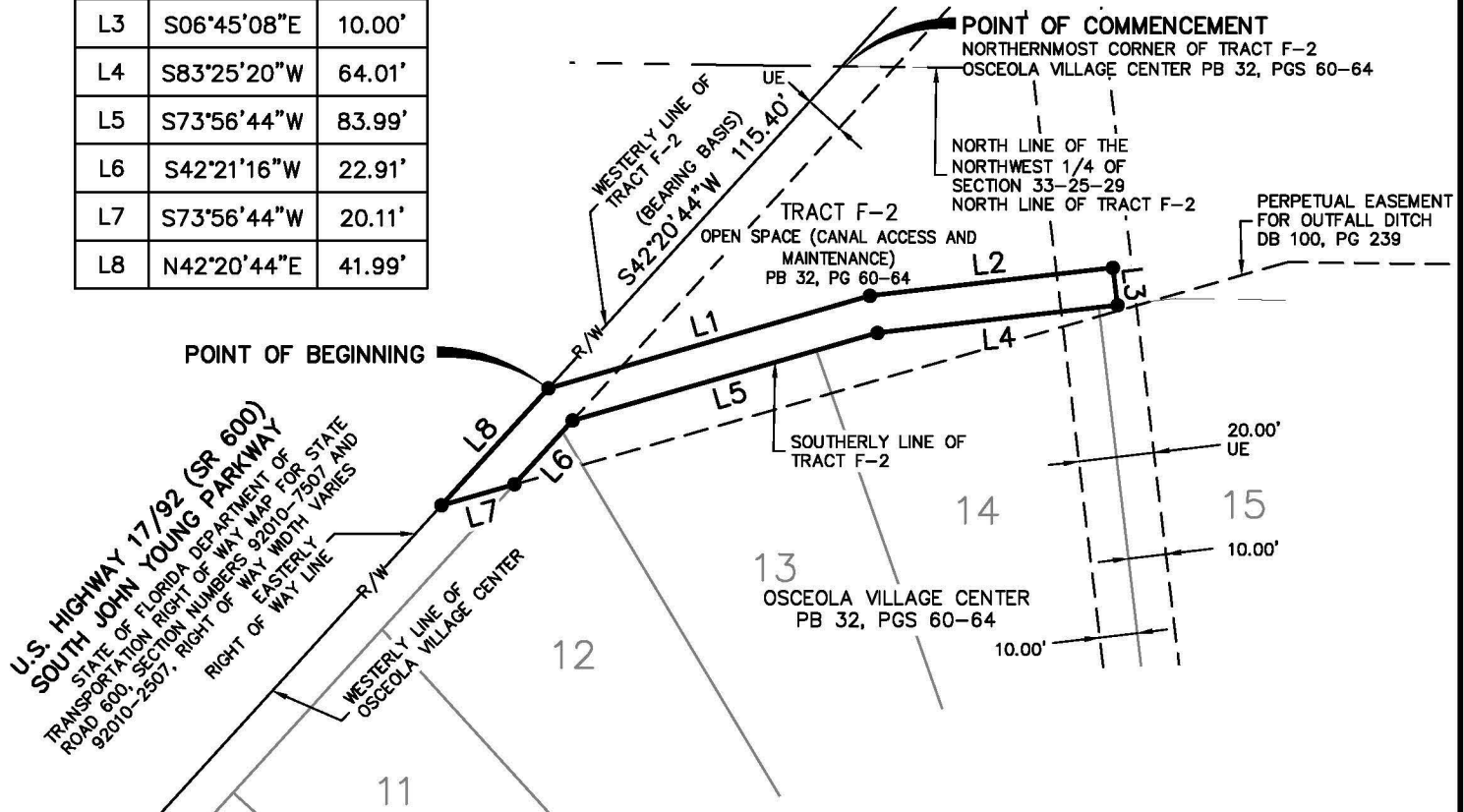
SKETCH OF DESCRIPTION

NOT A SURVEY

SCALE: 1" = 50'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N73°56'44"E	88.67'
L2	N83°25'20"E	64.81'
L3	S06°45'08"E	10.00'
L4	S83°25'20"W	64.01'
L5	S73°56'44"W	83.99'
L6	S42°21'16"W	22.91'
L7	S73°56'44"W	20.11'
L8	N42°20'44"E	41.99'



SHEET 2 OF 2
SEE SHEET 1 FOR LEGAL DESCRIPTION



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16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355
LB#8627

SYMBOL AND ABBREVIATION LEGEND:

● CHANGE IN DIRECTION	PB PLAT BOOK
LB LICENSED BUSINESS	PG(S) PAGE(S)
PSM PROFESSIONAL SURVEYOR AND MAPPER	R/W RIGHT OF WAY
UE UTILITY EASEMENT	DB DEED BOOK
SR STATE ROAD	

JOB #: 20200385

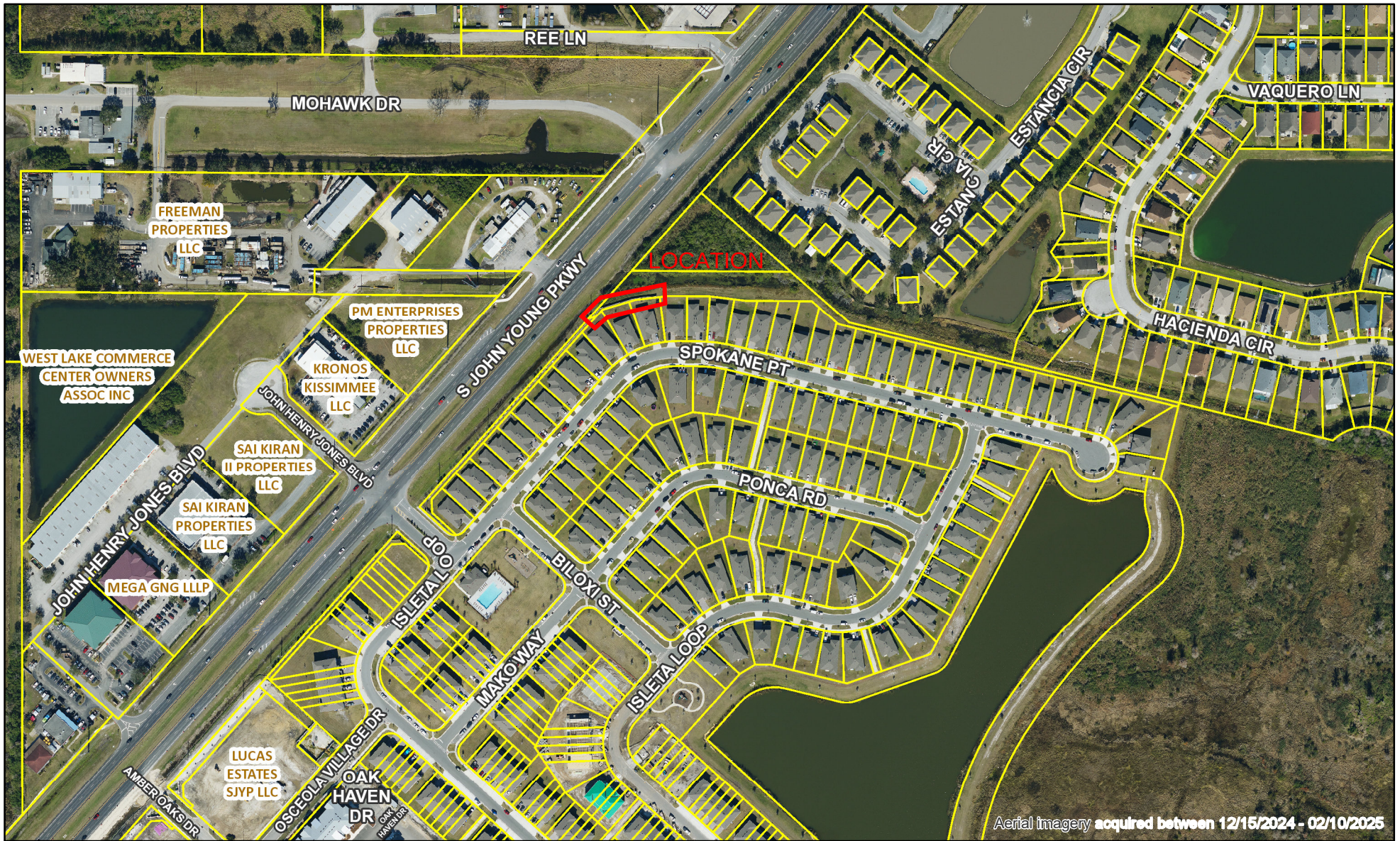
DATE: 5/16/2025

SCALE: 1" = 50'

CALC BY: KS

DRAWN BY: KS

CHECKED BY: SEJ



Access and maintenance easement for Osceola Village wall (Tract F-2)

Date Generated: 6/25/2025

0 330 660 1,320 Feet



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

ITEM 7.F

Funding Application for Construction of Taxiway Alpha Improvements

Request

Approval to apply for Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) grant funding for the construction of Taxiway Alpha Improvements at Kissimmee Gateway Airport, Grant #TwyA Const.

Explanation

The Kissimmee Gateway Airport's Capital Improvement Plan has identified the need to rehabilitate pavement and replace associated lighting for Taxiway Alpha (TW A). The Pavement Condition Index (PCI) rating evaluates pavement conditions by assigning a scale, 0 indicating failed, and 100 indicating perfect. PCI rating 41-55 indicates a "poor condition" and the current numbers assigned to TW A range between 40-54. The project will improve lighting with new LED edge lights and directional signs. In addition, the project will shift the pavement 50' east to meet FAA standards due to the larger aircraft utilizing the Airport.

Anticipated funding is 90% FAA, 8% FDOT and 2% Airport. Construction is expected in two phases. Phase I in 2026 is estimated at \$13,172,188.00. Phase II in 2027 is estimated at \$16,181,785.00

Recommendation

Approval to apply for Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) grant funding for the construction of Taxiway Alpha Improvements at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. TW Alpha Pre-App Construction



Federal Aviation Administration (FAA)
Orlando Airports District Office

Airport Grant Pre-application Checklist

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

Airport: Kissimmee Gateway Airport (ISM)
Sponsor: City of Kissimmee
City, State: Kissimmee, FL
Date of Pre- Application: October 6, 2025

☐ We do not plan on having a project this fiscal year. The FAA is authorized to carry our entitlements into the next fiscal year. (If checked, skip below pre-application checklist, sign/date and return to ADO)

Items Required with Pre-application (select N/A only if applicable to the project)

No.	Document	Yes	N/A
1.	Cover Letter	☒	
2.	Detailed Project Information Sheet (per project item)	☒	
a.	Project Description and Justification (for Planning or Environmental Projects include Scope of Work)	☒	
b.	Special Circumstances	☐	☒
c.	Project Funding (be aware of your federal funding entitlement dollars)	☒	
d.	Project Cost Estimate	☒	
e.	Project Preliminary Checklist	☒	
f.	Proposed Project Schedule	☒	
g.	Project Sketch	☒	☐
3.	Environmental Determination Documentation (per project item)	☒	

Shaun J. Germolus

Sponsor's Designated Official Representative (Type or Print)

[Signature]

Sponsor's Designated Official Representative (Signature)

10.6.2025

Date

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. This checklist was created by the Orlando ADO for Florida airport sponsors to submit in lieu of SF 424, 5100-100 / 101 (OMB 4040-004, 2120-0569) in order to simplify the AIP pre-application package. **Note SF 424 and the 5100 forms are still required components of the AIP APPLICATION package.**

October 6, 2025

Mr. Bill Farris, Program Manager
Federal Aviation Administration
Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

Dear Mr. Farris,

**Subject: Kissimmee Gateway Airport (ISM); Kissimmee, FL
FY 2025 Airport Improvement Program
Pre-Application Cover Letter**

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the **FY2026** AIP pre-application for the following projects:

- 1. Rehabilitate and Shift TW Alpha North (Phase 1) – CONSTRUCTION and CONSTRUCTION ENGINEERING - FY2026**
- 2. Rehabilitate and Shift TW Alpha North (Phase 2) – CONSTRUCTION and CONSTRUCTION ENGINEERING - FY2028**

As instructed by FAA, we have included both phases of the project in this pre-application. The following items are enclosed for each of the above projects in the grant pre-application:

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
 - Description and Justification (scope of work for planning or environmental projects)
 - Special Circumstances
 - Project Funding
 - Project Cost Estimate
 - Project Preliminary Checklist
 - Proposed Project Schedule
 - Project Sketch
- ✓ Environmental Determination Documentation for each project

At this time, we are requesting **\$ 11,854,969.67 for Phase 1, and \$16,363,606.20 for Phase 2** (Federal Share Only) for the construction and construction engineering for the above projects, based on estimates by our consultant, and as reflected in the Airport's CIP in which resembles the information provided to the ADO via the JACIP updates. We understand that any substantial increase in federal funding request may jeopardize funding for the enclosed project (s).

Sincerely,



Shaun J. Germolus, A.A.E.
Director of Aviation

Project No. 1: Detailed Project Information Sheet
Airport Improvement Program (AIP)

Airport : Kissimmee Gateway Airport (ISM)
 City, ST: Kissimmee, Florida
 UEI/DUNS / TAX ID No. LBMLAVYLN7M5 / 802964759 / 59-6000348
 SAM Expiration Date: 01/21/2026 (CAGE 6MXC0)
 Project Title: Rehab and Shift Taxiway Alpha – Construction and Construction Engineering

Project Description:

Rehabilitate, Mark, and Light Taxiway Alpha and correct Runway to Taxiway offset from 350' to 400' to meet FAA standards. This project extends from Runway 15 North, south to the end of Runway 33, the full length of Taxiway of TW Alpha. Geometry problems at crossing taxiways will be corrected for fillets and the required 90 degree centerline entrance to Runway 15-33. Due to existing problems with direct buried cabling, and the shift of the taxiway 50' east, the existing lighting and signs will be replaced with new cable in conduit and LED fixtures.

Project Justification:

The taxiway has a low PCI value of 54 overall (please reference the latest JACIP pavement evaluation as well as the recently completed separate study for TW Alpha North (Phase 1)). In addition, the taxiway geometry and centerline offset separation from the primary runway does not conform to the latest FAA AC guidance requirements and standards for geometry and offset.

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

☒ Yes ☐ No (explain below)

Delete if not applicable or provide explanation as to why project should be considered.

Special Circumstances (check if applicable to the project):

- | | | |
|--|--|--|
| ☐ Force Account Services | ☐ Benefit Cost Analysis | ☐ [Enter Other] |
| ☐ Mods. To Standards | ☐ Design-build or CMR | ☐ [Enter Other] |
| ☐ AIP eligible & non-eligible | ☐ Exceeds FAA Stds. | ☐ [Enter Other] |

None anticipated at this time.

Project Funding:

Rehab and Shift TW Alpha - Phase 1 North

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$13,172,188.53	\$11,854,969.68	\$1,053,775.08	\$263,443.77
Type of Funding Proposed (FAA Share Only)			
Fund Type	Funds Available	Funds to be Used	Funds Remaining
BIL AIG Allocated Funds FY2025	\$828,802.00	\$828,802.00	\$0.00
NP Entitlements FY2026	\$150,000.00	\$150,000.00	\$0.00
BIL AIG Allocated Funds FY2026	\$851,000.00	\$851,000.00	\$0.00
Federal AIP Discretionary FY 2026	\$10,025,167.68	\$10,025,167.68	\$0.00
Total	\$11,854,969.68	\$11,854,969.68	\$0.00

Rehab and Shift TW Alpha - Phase 2 South

Total Cost (100%)	FAA Share (90%)	State (8%)	Local (2%)
\$18,181,784.67	\$16,363,606.20	\$1,454,542.77	\$363,635.69
Type of Funding Proposed (FAA Share Only)			
<u>Fund Type</u>	<u>Funds Available</u>	<u>Funds to be Used</u>	<u>Funds Remaining</u>
NP Entitlements FY2028	\$150,000.00	\$150,000.00	\$0.00
Federal Discretionary FY 2028	\$16,213,606.20	\$16,213,606.20	\$0.00
Total	\$16,363,606.20	\$16,363,606.20	\$0.00

Alternate Funding Plan: *Provide an alternate funding plan if discretionary funding is unavailable, such as a substitute entitlement only project, reduce scope through bid alternates, move the project out to a future year, etc.*

There is no alternate funding plan for the discretionary portion of the project(s). The project would be pushed out to another year.

Project Cost Estimate Breakdown:**Project # 1: Rehab and Shift TW Alpha - Phase 1 North**

Item Description	Cost (100%)	FAA (90%)
Construction	\$12,027,494.41	\$10,824,744.97
Airport Administration	\$10,000.00	\$9,000.00
Construction Engineering\Inspection	\$1,134,694.11	\$1,021,224.70
Subtotal Amount	\$13,172,188.52	\$11,854,969.67
Total Estimated Project Cost (100%)	\$13,172,188.52	
Total FAA Share Cost (90%)	\$11,854,969.67	

Project #2: Rehab and Shift TW Alpha - Phase 2 South

Item Description	Cost (100%)	FAA (90%)
Construction	\$16,643,924.21	\$14,979,531.79
Airport Administration	\$10,000.00	\$9,000.00
Construction Engineering\Inspection	\$1,527,860.46	\$1,375,074.41
Subtotal Amount	\$18,181,784.67	\$16,363,606.20
Total Estimated Project Cost (100%)	\$18,181,784.67	
Total FAA Share Cost (90%)	\$16,363,606.20	

**NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	09/2023	
Date of last 5010, Airport Master Record verification for data corrections.	09/25/25	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	09/2023	
Date of Environmental Determination	02/27/25	
Date of last Airport Pavement Maintenance Program.	01/12/23	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	☒	☐
If yes, provide a statement with the status of FAA Reimbursable Agreement w/ FAA Planning & Requirements – FAA AWOS Sensors may need to be relocated outside the new TOFA. Project is in design stage and will coordinate with FAA TechOps prior to bidding.		

Project #1: Extend Taxiway Delta - DESIGN
PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Selection of Consultant	12/2023
Pre-Application Submittal to FAA ADO Planner	10/2025
Application Submittal to FAA ADO Engineer	07/2026
Grant Offer	10/2026
Execution of FAA Grant \ Execute Contracts \ Notice to Procure	11/2026
Pre-Construction Conference	12/2026
Construction NTP	01/2027
Substantial Completion	9/2027
Final Completion	10/2027
Project Close-Out ¹	01/2028

= To be coordinated with the ADO Engineer prior to grant application submittal.

¹ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

Project Cost Breakdown
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Airport Name / City, FL:

City:

Date:

Project:

FAA AIP #:

Kissimmee Gateway Airport, ISM

Kissimmee, FL

9/26/2025

Rehab and Shift TW Alpha - Phase 1 North

3-12-0038-049-2026

Reference Application Package Part III - Budget Information

	TOTAL	Project	
Administrative Expense	\$ 10,000.00	\$ 10,000.00	
Preliminary Expense	\$ -		
Land, right-of-way	\$ -		
Architectural engineering basic fees	\$ 276,173.53	\$ 276,173.53	
Other architectural engineering fees:			
Design Surveying	\$ -		
Design Testing	\$ -		
Construction Management Engineering	\$ -		
Quality Assurance Testing	\$ -		
Other (describe) DBE, Grant Apps, Cost Admin, Expenses, Wildlife Relocation, Testing, Full Time Inspection)	\$ 286,173.53	\$ 286,173.53	
Project inspection fees	\$ 572,347.06	\$ 572,347.06	
Land development	\$ -		
Relocation expenses	\$ -		
Relocation payments to individuals and businesses	\$ -		
Demolition and removal	\$ -		
Construction and project improvement	\$ 12,027,494.41	\$ 12,027,494.41	
Equipment	\$ -		
Miscellaneous:	\$ -		
Describe misc. item #2	\$ -		
TOTAL	\$ 13,172,188.53		
Federal Share	\$ 11,854,969.68	90.00%	
State Share	\$ 1,053,775.08	8.00%	
Sponsor Share	\$ 263,443.77	2.00%	

Project Cost Breakdown
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Airport Name / City, FL:

City:

Date:

Project:

FAA AIP #:

Kissimmee Gateway Airport, ISM Kissimmee,

FL

9/26/2025

Rehab and Shift TW Alpha - Phase 2 South

3-12-0038-049-2026

Reference Application Package Part III - Budget Information

	TOTAL	Project	
Administrative Expense	\$ 10,000.00	\$ 10,000.00	
Preliminary Expense	\$ -		
Land, right-of-way	\$ -		
Architectural engineering basic fees	\$ 374,465.12	\$ 374,465.12	
Other architectural engineering fees:			
Design Surveying	\$ -		
Design Testing	\$ -		
Construction Management Engineering	\$ -		
Quality Assurance Testing	\$ -		
Other (describe) DBE, Grant Apps, Cost Admin, Expenses, Wildlife Relocation, Testing, Full Time Inspection)	\$ 384,465.12	\$ 384,465.12	
Project inspection fees	\$ 768,930.23	\$ 768,930.23	
Land development	\$ -		
Relocation expenses	\$ -		
Relocation payments to individuals and businesses	\$ -		
Demolition and removal	\$ -		
Construction and project improvement	\$ 16,643,924.21	\$16,643,924.21	
Equipment	\$ -		
Miscellaneous:	\$ -		
Describe misc. item #2	\$ -		
TOTAL	\$ 18,181,784.68		
Federal Share	\$ 16,363,606.21	90.00%	
State Share	\$ 1,454,542.77	8.00%	
Sponsor Share	\$ 363,635.69	2.00%	



ISM - KISSIMMEE GATEWAY AIRPORT - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2
AVCON PROJECT NUMBER - 2025.161.01
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PRE APPLICATION STAGE

9/25/2025

CONSTRUCTION				
BID SCHEDULE	CIVIL	ELECTRICAL	GENERAL PROVISIONS	SUBTOTAL
A - PHASE 1 - 2026	\$ 7,328,973.11	\$ 2,566,127.19	\$ 2,132,394.11	\$ 12,027,494.41
B - PHASE 2 - 2028	\$ 10,400,734.97	\$ 3,292,333.08	\$ 2,950,856.16	\$ 16,643,924.21
	SUBTOTAL CONST BID SCHEDULES A + B			\$ 28,671,418.62

CONSTRUCTION ENGINEERING AND INSPECTION (ASCE FORMULA)				
BID SCHEDULE	BASIC	SPECIAL	FT INSPECTION	SUBTOTAL
A - PHASE 1 - 2026	\$ 286,173.53	\$ 286,173.53	\$ 572,347.06	\$ 1,144,694.11
B - PHASE 2 - 2028	\$ 384,465.12	\$ 384,465.12	\$ 768,930.23	\$ 1,537,860.46
	SUBTOTAL CE&I BID SCHEDULES A + B			\$ 2,682,554.58

GRAND TOTAL PHASES 1 AND 2				
BID SCHEDULE				TOTAL
A - PHASE 1 - 2026				\$ 13,172,188.53
B - PHASE 2 - 2028				\$ 18,181,784.67
				TOTAL BID SCHEDULES A + B
				\$ 31,353,973.20

FAA (90%)	FDOT (8%)	Local (2%)	Line Total (100%)
\$ 10,824,744.97	\$ 962,199.55	\$ 240,549.89	\$ 12,027,494.41
\$ 14,979,531.79	\$ 1,331,513.94	\$ 332,878.48	\$ 16,643,924.21
\$ 25,804,276.76	\$ 2,293,713.49	\$ 573,428.37	\$ 28,671,418.62

FAA (90%)	FDOT (8%)	Local (2%)	Line Total (100%)
\$ 1,030,224.70	\$ 91,575.53	\$ 22,893.88	\$ 1,144,694.11
\$ 1,384,074.42	\$ 123,028.84	\$ 30,757.21	\$ 1,537,860.46
\$ 2,414,299.12	\$ 214,604.37	\$ 53,651.09	\$ 2,682,554.58

FAA (90%)	FDOT (8%)	Local (2%)	Line Total (100%)
\$ 11,854,969.67	\$ 1,053,775.08	\$ 263,443.77	\$ 13,172,188.53
\$ 16,363,606.20	\$ 1,454,542.77	\$ 363,635.69	\$ 18,181,784.67
\$ 28,218,575.88	\$ 2,508,317.86	\$ 627,079.46	\$ 31,353,973.20

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
CIVIL ITEMS						
1	P-101-1	FULL-DEPTH ASPHALT PAVEMENT RECLAMATION/DEMO	23,877	SY	\$ 17.50	\$ 417,851
2	P-101-2	MARKING REMOVAL	3,458	SF	\$ 6.50	\$ 22,474
3	P-101-3	BITUMINOUS PAVEMENT MILLING - 0.5"	3,706	SY	\$ 3.50	\$ 12,973
4	P-101-5	BITUMINOUS PAVEMENT MILLING - VARIABLE DEPTH	2,908	SY	\$ 6.00	\$ 17,447
5	P-101-6	OPEN-CUT PAVEMENT REMOVAL FOR DRAINAGE	160	SY	\$ 28.50	\$ 4,560
6	P-151-1	REMOVE/MODIFY EXISTING STORM STRUCTURE	5	EA	\$ 14,040.00	\$ 70,200
7	P-152-1	UNCLASSIFIED EXCAVATION	25,079	CY	\$ 25.00	\$ 626,987
8	P-152-2	BORROW EXCAVATION	4,794	CY	\$ 35.00	\$ 167,798
9	P-152-3	STRIPPING AND STOCKPILING (6")	43,421	SY	\$ 4.50	\$ 195,394
10	P-154-1	SUBBASE - 6"	37,239	SY	\$ 17.50	\$ 651,677
11	P-154-2	STABILIZED SHOULDERS - 6"	20,327	SY	\$ 15.00	\$ 304,904
12	P-219-1	RECYCLED CONCRETE AGGREGATE BASE COURSE - 6"	33,249	SY	\$ 27.00	\$ 897,719
13	P-401-1	ASPHALT MIX PAVEMENT - SURFACE COURSE - 12.5mm	8,110	TON	\$ 325.00	\$ 2,635,863
14	P-401-2	ASPHALT MIX PAVEMENT - LEVELING COURSE - 9.5mm	483	TON	\$ 325.00	\$ 156,896
15	P-602-1	EMULSIFIED ASPHALT PRIME COAT	4,453	SY	\$ 3.50	\$ 15,585
16	P-605-1	ROUT, CLEAN, AND SEAL ASPHALT CRACKS	3,818	LF	\$ 6.00	\$ 22,909
17	P-620-1	RUNWAY/TAXIWAY PAINT, YELLOW(WITH TYPE III REFLECTIVE BEADS)	13,638	SF	\$ 3.50	\$ 47,733
18	P-620-2	RUNWAY/TAXIWAY PAINT, WHITE(WITH TYPE III REFLECTIVE BEADS)	2,310	SF	\$ 3.50	\$ 8,085

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ISM - Klissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1 REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2 AVCON PROJECT NUMBER - 2025.161.01 PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)								
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION		
19	P-620-3	RUNWAY/TAXIWAY PAINT, BLACK (NO REFLECTIVE BEADS)	19,545	SF	\$ 2.50	\$ 48,863		
20	P-620-4	RUNWAY/TAXIWAY PAINT, RED (NO REFLECTIVE BEADS)	1,200	SF	\$ 6.50	\$ 7,800		
21	P-620-5	TEMPORARY MARKING PAINT (NO REFLECTIVE BEADS)	7,500	SF	\$ 4.00	\$ 30,000		
22	D-701-1	14"x23" ERCP, CLASS III	212	LF	\$ 232.50	\$ 49,290		
23	D-701-2	24"x38" ERCP, CLASS III	220	LF	\$ 340.50	\$ 74,910		
24	D-702-1	CONTECH 12" SLOTTED DRAIN, AC LOADED W/ PCC ENVELOPE	255	LF	\$ 540.00	\$ 137,700		
25	D-751-1	FDOT TYPE F INLET, AC RATED STL FRAME/GRATE	1	EA	\$ 29,700.00	\$ 29,700		
26	D-751-2	FDOT TYPE G INLET, AC RATED STL FRAME/GRATE	2	EA	\$ 45,360.00	\$ 90,720		
27	D-751-3	FDOT TYPE G INLET, MODIFIED, H20 STL FRAME/GRATE - CONTROL STRUCTURE	1	EA	\$ 32,400.00	\$ 32,400		
28	D-751-4	FDOT STORM MANHOLE, TYPE J, ALT B, 10'X10', AC RATED FRAME/LID	1	EA	\$ 72,360.00	\$ 72,360		
29	D-751-5	FDOT STORM MANHOLE, TYPE J, ALT B, 4'X4', AC RATED FRAME/LID	1	EA	\$ 29,160.00	\$ 29,160		
30	D-751-6	FDOT STORM MANHOLE, TYPE P, ALT B, AC RATED FRAME/LID	2	EA	\$ 26,460.00	\$ 52,920		
31	D-752-1	12" DIA CONC. MES, SINGLE	1	EA	\$ 5,562.00	\$ 5,562		
32	D-754-1	FDOT PCC Ditch Paving	200	SY	\$ 108.00	\$ 21,600		
33	T-904-1	SODDING	61,489	SY	\$ 6.00	\$ 368,934		
Subtotal Civil								

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ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
ELECTRICAL ITEMS						
34	SP-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING	1.00	LS	\$ 30,780.00	\$ 30,780
35	SP-105-1	ELECTRICAL DEMOLITION	1.00	LS	\$ 86,940.00	\$ 86,940
36	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE - INSTALLED IN DUCT OR CONDUIT	21,594	LF	\$ 3.50	\$ 75,580
37	L-108-2	1/C #8 AWG. THWN-2, 600 V. INSULATED STRANDED COPPER CONDUCTOR, INSTALLED IN DUCT OR CONDUIT	1,000	LF	\$ 3.00	\$ 3,000
38	L-108-3	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE - INSTALLED OVER DUCT OR CONDUIT	13,692	LF	\$ 4.00	\$ 54,767
39	L-108-4	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	700	EA	\$ 151.50	\$ 106,050
40	L-109-1	AIRFIELD LIGHTING CONTROL SYSTEM UPDATE MODIFICATIONS: VENDOR	1	LS	\$ 56,700.00	\$ 56,700
41	L-109-2	AIRFIELD LIGHTING CONTROL SYSTEM UPDATE MODIFICATIONS: CONTRACTOR	1	LS	\$ 19,980.00	\$ 19,980
42	L-109-3	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	1	LS	\$ 15,120.00	\$ 15,120
43	L-109-4	SHORT CIRCUIT/COORDINATION/DEVICE EVALUATION/ ARC FLASH ANALYSIS	1	LS	\$ 10,260.00	\$ 10,260
44	L-109-5	2.5 KW L-828 CONSTANT CURRENT REGULATOR- 3 STEP - 480V	1	EA	\$ 34,020.00	\$ 34,020
45	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	12,447	LF	\$ 9.00	\$ 112,024
46	L-110-2	2 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	2,000	LF	\$ 12.50	\$ 25,000
47	L-110-3	3 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	1,000	LF	\$ 18.50	\$ 18,500
48	L-110-4	4 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	100	LF	\$ 22.50	\$ 2,250
49	L-110-5	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,500	LF	\$ 25.00	\$ 37,500
50	L-110-6	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,500	LF	\$ 32.00	\$ 48,000

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ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1 REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2 AVCON PROJECT NUMBER - 2025.161.01 PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)							
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION	
51	L-110-7	3 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	2,000	LF	\$ 35.50	\$ 71,000	
52	L-110-8	4 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	100	LF	\$ 45.00	\$ 4,500	
53	L-110-9	6 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	500	LF	\$ 62.50	\$ 31,250	
54	L-110-10	1 WAY 4" SPLIT DUCT	300	LF	\$ 34.50	\$ 10,350	
55	L-115-1	L-867D JUNCTION CAN	5	EA	\$ 1,242.00	\$ 6,210	
56	L-115-2	JUNCTION CAN PLAZA - TWO L-867D CANS	1	EA	\$ 6,210.00	\$ 6,210	
57	L-115-3	JUNCTION CAN PLAZA - THREE L-867D CANS	8	EA	\$ 8,964.00	\$ 71,712	
58	L-115-4	JUNCTION CAN PLAZA - FOUR L-867D CANS	1	EA	\$ 11,934.00	\$ 11,934	
59	L-115-5	JUNCTION CAN PLAZA - SIX L-867D CANS	2	EA	\$ 15,120.00	\$ 30,240	
60	L-115-6	JUNCTION CAN PLAZA - EIGHT L-867D CANS	1	EA	\$ 19,980.00	\$ 19,980	
61	L-125-1	L-804(L) ELEVATED RUNWAY GUARD LIGHT YELLOW	6	EA	\$ 10,800.00	\$ 64,800	
62	L-125-2	L-852D(L) MRL RUNWAY EDGE LIGHT - CLEAR/YELLOW	1	EA	\$ 3,996.00	\$ 3,996	
63	L-125-3	L-852T(L) OMNIDIRECTIONAL, BLUE, LED IN-PAVEMENT, TAXIWAY EDGE LIGHT	1	EA	\$ 6,480.00	\$ 6,480	
64	L-125-4	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	1	EA	\$ 7,992.00	\$ 7,992	
65	L-125-5	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	8	EA	\$ 10,152.00	\$ 81,216	
66	L-125-6	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	7	EA	\$ 15,120.00	\$ 105,840	
67	L-125-7	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE	9	EA	\$ 19,980.00	\$ 179,820	
68	L-125-8	L-858 Y INFORMATION SIGN - SINGLE FACE UNLIGHTED	1	EA	\$ 6,804.00	\$ 6,804	
69	L-125-9	L-861(L) RUNWAY EDGE LIGHT - LED - CLEAR/YELLOW	1	EA	\$ 3,240.00	\$ 3,240	

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ISM - Klissimnee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1

REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2

AVCON PROJECT NUMBER - 2025.161.01

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)

AVCON

INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
70	L-125-10	L-861(L) RUNWAY EDGE LIGHT - LED - CLEAR/CLEAR	1	EA	\$ 3,240.00	\$ 3,240
71	L-125-11	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT	144	EA	\$ 5,508.00	\$ 793,152
72	L-125-12	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (NE)	1	EA	\$ 5,508.00	\$ 5,508
73	L-125-13	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (D)	10	EA	\$ 5,832.00	\$ 58,320
74	L-125-14	L-861T OMNIDIRECTIONAL, BLUE, QUARTZ, TAXIWAY EDGE LIGHT	23	EA	\$ 5,994.00	\$ 137,862
75	L-125-15	L-861T OMNIDIRECTIONAL, BLUE, QUARTZ, TAXIWAY EDGE LIGHT (A)	2	EA	\$ 6,480.00	\$ 12,960
76	L-125-16	FIELD LIGHTNING ARRESTOR ASSEMBLY	36	EA	\$ 1,296.00	\$ 46,656
77	L-125-17	RELOCATE NEW FAA AWOS EQUIPMENT (SENSORS)	2	EA	\$ 19,980.00	\$ 39,960
78	L-125-18	FAA TECHOPS COORDINATION	1	LS	\$ 5,508.00	\$ 5,508
79	L-125-19	EXISTING EDGE LIGHT ID MARKER	27	EA	\$ 108.00	\$ 2,916
Subtotal Electrical						\$ 2,566,127

ISM - K'issimnee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)						
						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
GENERAL PROVISIONS ITEMS						
80	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS		\$ 247,378
81	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS		\$ 148,427
82	C-102-2	DEWATERING	1	LS		\$ 247,378
83	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	1	LS		\$ 1,093,409
84	C-105-2	CONSTRUCTION SAFETY AND PHASING PLAN	1	LS		\$ 247,378
85	P-100-1	CONSTRUCTION SURVEY	1	LS		\$ 148,427
						Subtotal General Provisions
						Grand Total Construction

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
CIVIL ITEMS						
1	P-101-1	FULL-DEPTH ASPHALT PAVEMENT RECLAMATION/DEMO	38,354	SY	\$ 17.50	\$ 671,192
2	P-101-2	MARKING REMOVAL	3,458	SF	\$ 6.50	\$ 22,474
3	P-101-3	BITUMINOUS PAVEMENT MILLING - 0.5"	3,450	SY	\$ 3.50	\$ 12,073
4	P-101-5	BITUMINOUS PAVEMENT MILLING - VARIABLE DEPTH	2,822	SY	\$ 6.00	\$ 16,934
5	P-101-6	OPEN-CUT PAVEMENT REMOVAL FOR DRAINAGE	160	SY	\$ 28.50	\$ 4,560
6	P-151-1	REMOVE/MODIFY EXISTING STORM STRUCTURE	5	EA	\$ 14,040.00	\$ 70,200
7	P-151-2	DEMOLISH EXISTING CHAIN LINK FENCE	1,300	LF	\$ 20.00	\$ 26,000
8	P-152-1	UNCLASSIFIED EXCAVATION	29,951	CY	\$ 25.00	\$ 748,785
9	P-152-2	BORROW EXCAVATION	10,126	CY	\$ 35.00	\$ 354,398
10	P-152-3	STRIPPING AND STOCKPILING (6")	81,554	SY	\$ 4.50	\$ 366,991
11	P-154-1	SUBBASE - 6"	54,546	SY	\$ 17.50	\$ 954,553
12	P-154-2	STABILIZED SHOULDERS - 6"	25,264	SY	\$ 15.00	\$ 378,961
13	P-219-1	RECYCLED CONCRETE AGGREGATE BASE COURSE - 6"	48,702	SY	\$ 27.00	\$ 1,314,946
14	P-401-1	ASPHALT MIX PAVEMENT - SURFACE COURSE - 12.5mm	11,438	TON	\$ 325.00	\$ 3,717,268
15	P-401-2	ASPHALT MIX PAVEMENT - LEVELING COURSE - 9.5mm	464	TON	\$ 325.00	\$ 150,903
16	P-602-1	EMULSIFIED ASPHALT PRIME COAT	6,523	SY	\$ 3.50	\$ 22,829
17	P-605-1	ROUT, CLEAN, AND SEAL ASPHALT CRACKS	4,440	LF	\$ 6.00	\$ 26,640
18	P-620-1	RUNWAY/TAXIWAY PAINT, YELLOW(WITH TYPE III REFLECTIVE BEADS)	18,821	SF	\$ 3.50	\$ 65,874

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ISM - Kislissimnee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1

REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2

AVCON PROJECT NUMBER - 2025.161.01

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)

AVCON

INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
19	P-620-2	RUNWAY/TAXIWAY PAINT, WHITE(WITH TYPE III REFLECTIVE BEADS)	3,188	SF	\$ 3.50	\$ 11,158
20	P-620-3	RUNWAY/TAXIWAY PAINT, BLACK (NO REFLECTIVE BEADS)	26,973	SF	\$ 2.50	\$ 67,433
21	P-620-4	RUNWAY/TAXIWAY PAINT, RED (NO REFLECTIVE BEADS)	1,656	SF	\$ 6.50	\$ 10,764
22	P-620-5	TEMPORARY MARKING PAINT (NO REFLECTIVE BEADS)	10,350	SF	\$ 4.00	\$ 41,400
23	D-701-1	14"x23" ERCP, CLASS III	293	LF	\$ 232.50	\$ 68,123
24	D-701-2	24"x38" ERCP, CLASS III	304	LF	\$ 340.50	\$ 103,512
25	D-702-1	CONTECH 12" SLOTTED DRAIN, AC LOADED W/ PCC ENVELOPE	255	LF	\$ 540.00	\$ 137,700
26	D-751-1	FDOT TYPE F INLET, AC RATED STL FRAME/GRATE	2	EA	\$ 29,700.00	\$ 59,400
27	D-751-2	FDOT TYPE G INLET, AC RATED STL FRAME/GRATE	3	EA	\$ 45,360.00	\$ 136,080
28	D-751-3	FDOT TYPE G INLET, MODIFIED, H20 STL FRAME/GRATE - CONTROL STRUCTURE	2	EA	\$ 32,400.00	\$ 64,800
29	D-751-4	FDOT STORM MANHOLE, TYPE J, ALT B, 10'X10', AC RATED FRAME/LID	2	EA	\$ 72,360.00	\$ 144,720
30	D-751-5	FDOT STORM MANHOLE, TYPE J, ALT B, 4'X4', AC RATED FRAME/LID	2	EA	\$ 29,160.00	\$ 58,320
31	D-751-6	FDOT STORM MANHOLE, TYPE P, ALT B, AC RATED FRAME/LID	3	EA	\$ 26,460.00	\$ 79,380
32	D-752-1	12" DIA CONC. MES, SINGLE	2	EA	\$ 5,562.00	\$ 11,124
33	D-754-1	FDOT PCC Ditch Paving	276	SY	\$ 108.00	\$ 29,808
34	F-162-1	6' FDOT TYPE B Chain Link Security Fence w/3 Strand Barbed Wire	1,500	LF	\$ 55.00	\$ 82,500
35	T-904-1	SODDING	61,489	SY	\$ 6.00	\$ 368,934
Subtotal Civil						\$ 10,400,735

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ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1

REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2

AVCON PROJECT NUMBER - 2025.161.01

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)

AVCON

INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
ELECTRICAL ITEMS						
36	SP-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING	1.00	LS	\$ 30,780.00	\$ 30,780
37	SP-105-1	ELECTRICAL DEMOLITION	1.00	LS	\$ 86,940.00	\$ 86,940
38	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE - INSTALLED IN DUCT OR CONDUIT	21,594	LF	\$ 3.50	\$ 75,580
39	L-108-2	1/C #8 AWG, THWN-2, 600 V, INSULATED STRANDED COPPER CONDUCTOR, INSTALLED IN DUCT OR CONDUIT	1,000	LF	\$ 3.00	\$ 3,000
40	L-108-3	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE - INSTALLED OVER DUCT OR CONDUIT	13,496	LF	\$ 4.00	\$ 53,983
41	L-108-4	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	970	EA	\$ 151.50	\$ 146,955
42	L-109-1	AIRFIELD LIGHTING CONTROL SYSTEM UPDATE MODIFICATIONS: VENDOR	1	LS	\$ 56,700.00	\$ 56,700
43	L-109-2	AIRFIELD LIGHTING CONTROL SYSTEM UPDATE MODIFICATIONS: CONTRACTOR	1	LS	\$ 19,980.00	\$ 19,980
44	L-109-3	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	1	LS	\$ 15,120.00	\$ 15,120
45	L-109-4	SHORT CIRCUIT/COORDINATION/DEVICE EVALUATION/ ARC FLASH ANALYSIS	1	LS	\$ 10,260.00	\$ 10,260
46	L-109-5	2.5 KW L-828 CONSTANT CURRENT REGULATOR- 3 STEP - 480V	1	EA	\$ 34,020.00	\$ 34,020
47	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	12,269	LF	\$ 9.00	\$ 110,419
48	L-110-2	2 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	2,000	LF	\$ 12.50	\$ 25,000
49	L-110-3	3 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	1,000	LF	\$ 18.50	\$ 18,500
50	L-110-4	4 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	100	LF	\$ 22.50	\$ 2,250
51	L-110-5	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,500	LF	\$ 25.00	\$ 37,500
52	L-110-6	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,500	LF	\$ 32.00	\$ 48,000

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ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
53	L-110-7	3 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	2,000	LF	\$ 35.50	\$ 71,000
54	L-110-8	4 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	100	LF	\$ 45.00	\$ 4,500
55	L-110-9	6 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	500	LF	\$ 62.50	\$ 31,250
56	L-110-10	1 WAY 4" SPLIT DUCT	300	LF	\$ 34.50	\$ 10,350
57	L-115-1	L-867D JUNCTION CAN	7	EA	\$ 1,242.00	\$ 8,694
58	L-115-2	JUNCTION CAN PLAZA - TWO L-867D CANS	2	EA	\$ 6,210.00	\$ 12,420
59	L-115-3	JUNCTION CAN PLAZA - THREE L-867D CANS	12	EA	\$ 8,964.00	\$ 107,568
60	L-115-4	JUNCTION CAN PLAZA - FOUR L-867D CANS	2	EA	\$ 11,934.00	\$ 23,868
61	L-115-5	JUNCTION CAN PLAZA - SIX L-867D CANS	3	EA	\$ 15,120.00	\$ 45,360
62	L-115-6	JUNCTION CAN PLAZA - EIGHT L-867D CANS	2	EA	\$ 19,980.00	\$ 39,960
63	L-125-1	L-804(L) ELEVATED RUNWAY GUARD LIGHT YELLOW	9	EA	\$ 10,800.00	\$ 97,200
64	L-125-2	L-852D(L) MRL RUNWAY EDGE LIGHT - CLEAR/YELLOW	2	EA	\$ 3,996.00	\$ 7,992
65	L-125-3	L-852T(L) OMNIDIRECTIONAL, BLUE, LED IN-PAVEMENT, TAXIWAY EDGE LIGHT	2	EA	\$ 6,480.00	\$ 12,960
66	L-125-4	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	2	EA	\$ 7,992.00	\$ 15,984
67	L-125-5	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	12	EA	\$ 10,152.00	\$ 121,824
68	L-125-6	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	10	EA	\$ 15,120.00	\$ 151,200
69	L-125-7	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE	13	EA	\$ 19,980.00	\$ 259,740
70	L-125-8	L-858 Y INFORMATION SIGN - SINGLE FACE UNLIGHTED	2	EA	\$ 6,804.00	\$ 13,608
71	L-125-9	L-861(L) RUNWAY EDGE LIGHT - LED - CLEAR/YELLOW	2	EA	\$ 3,240.00	\$ 6,480

2516101043_DetailedPreAppEngineersEstimate.xlsx

ISM - Klismmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1 REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2 AVCON PROJECT NUMBER - 2025.161.01 PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)								
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION		
72	L-125-10	L-861(L) RUNWAY EDGE LIGHT -- LED - CLEAR/CLEAR	2	EA	\$ 3,240.00	\$ 6,480		
73	L-125-11	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT	199	EA	\$ 5,508.00	\$ 1,096,092		
74	L-125-12	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (NE)	2	EA	\$ 5,508.00	\$ 11,016		
75	L-125-13	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (D)	14	EA	\$ 5,832.00	\$ 81,648		
76	L-125-14	L-861T OMNIDIRECTIONAL, BLUE, QUARTZ, TAXIWAY EDGE LIGHT	32	EA	\$ 5,994.00	\$ 191,808		
77	L-125-15	L-861T OMNIDIRECTIONAL, BLUE, QUARTZ, TAXIWAY EDGE LIGHT (A)	3	EA	\$ 6,480.00	\$ 19,440		
78	L-125-16	FIELD LIGHTNING ARRESTOR ASSEMBLY	50	EA	\$ 1,296.00	\$ 64,800		
79	L-125-17	RELOCATE NEW FAA AWOS EQUIPMENT (SENSORS)	0	EA	\$ 19,980.00	\$ -		
80	L-125-18	FAA TECHOPS COORDINATION	0	LS	\$ 5,508.00	\$ -		
81	L-125-19	EXISTING EDGE LIGHT ID MARKER	38	EA	\$ 108.00	\$ 4,104		
						Subtotal Electrical	\$	3,292,333

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)						
AVCON						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
GENERAL PROVISIONS ITEMS						
82	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS		\$ 342,327
83	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS		\$ 205,396
84	C-102-2	DEWATERING	1	LS		\$ 342,327
85	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	1	LS		\$ 1,513,084
86	C-105-2	CONSTRUCTION SAFETY AND PHASING PLAN	1	LS		\$ 342,327
87	P-100-1	CONSTRUCTION SURVEY	1	LS		\$ 205,396
						Subtotal General Provisions
						Grand Total Construction



ISM - KISSIMMEE GATEWAY AIRPORT - 2025.161.01 - FAA AIP 3-1-2-0038-048-2025 FDOT FPN 457288-1
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2
AVCON PROJECT NUMBER - 2025.161.01
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS
PRE APPLICATION STAGE

9/26/2025

CONSTRUCTION				
BID SCHEDULE	CIVIL	ELECTRICAL	GENERAL PROVISIONS	SUBTOTAL
A - PHASE 1 - 2026	\$ 7,328,973.11	\$ 2,566,127.19	\$ 2,132,394.11	\$ 12,027,494.41
B - PHASE 2 - 2028	\$ 10,400,734.97	\$ 3,292,333.08	\$ 2,950,896.16	\$ 16,643,924.21
	SUBTOTAL CONST BID SCHEDULES A + B			\$ 28,671,418.62

CONSTRUCTION ENGINEERING AND INSPECTION (ASCE FORMULA)				
BID SCHEDULE	BASIC	SPECIAL	FT INSPECTION	SUBTOTAL
A - PHASE 1 - 2026	\$ 286,173.53	\$ 286,173.53	\$ 572,347.06	\$ 1,144,694.11
B - PHASE 2 - 2028	\$ 384,465.12	\$ 384,465.12	\$ 768,930.23	\$ 1,537,860.46
	SUBTOTAL CE&I BID SCHEDULES A + B			\$ 2,682,554.58

GRAND TOTAL PHASES 1 AND 2				
BID SCHEDULE				
A - PHASE 1 - 2026				
B - PHASE 2 - 2028				
	TOTAL BID SCHEDULES A + B			\$ 31,353,973.20
	TOTAL			\$ 13,172,188.53
				\$ 18,181,784.67

FAA (90%)	FDOT (8%)	Local (2%)	Line Total (100%)
\$ 10,824,744.97	\$ 962,199.55	\$ 240,549.89	\$ 12,027,494.41
\$ 14,979,531.79	\$ 1,331,513.94	\$ 332,878.46	\$ 16,643,924.21
\$ 25,804,276.76	\$ 2,293,713.49	\$ 573,428.37	\$ 28,671,418.62

FAA (90%)	FDOT (8%)	Local (2%)	Line Total (100%)
\$ 1,030,224.70	\$ 91,575.53	\$ 22,893.88	\$ 1,144,694.11
\$ 1,384,074.42	\$ 123,028.84	\$ 30,757.21	\$ 1,537,860.46
\$ 2,414,299.12	\$ 214,604.37	\$ 53,651.09	\$ 2,682,554.58

FAA (90%)	FDOT (8%)	Local (2%)	Line Total (100%)
\$ 11,854,969.67	\$ 1,053,775.08	\$ 263,443.77	\$ 13,172,188.53
\$ 16,363,606.20	\$ 1,454,542.77	\$ 363,635.69	\$ 18,181,784.67
\$ 28,218,575.88	\$ 2,508,317.86	\$ 627,079.46	\$ 31,353,973.20

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
CIVIL ITEMS						
1	P-101-1	FULL-DEPTH ASPHALT PAVEMENT RECLAMATION/DEMO	23,877	SY	\$ 17.50	\$ 417,851
2	P-101-2	MARKING REMOVAL	3,458	SF	\$ 6.50	\$ 22,474
3	P-101-3	BITUMINOUS PAVEMENT MILLING - 0.5"	3,706	SY	\$ 3.50	\$ 12,973
4	P-101-5	BITUMINOUS PAVEMENT MILLING - VARIABLE DEPTH	2,908	SY	\$ 6.00	\$ 17,447
5	P-101-6	OPEN-CUT PAVEMENT REMOVAL FOR DRAINAGE	160	SY	\$ 28.50	\$ 4,560
6	P-151-1	REMOVE/MODIFY EXISTING STORM STRUCTURE	5	EA	\$ 14,040.00	\$ 70,200
7	P-152-1	UNCLASSIFIED EXCAVATION	25,079	CY	\$ 25.00	\$ 626,987
8	P-152-2	BORROW EXCAVATION	4,794	CY	\$ 35.00	\$ 167,798
9	P-152-3	STRIPPING AND STOCKPILING (6")	43,421	SY	\$ 4.50	\$ 195,394
10	P-154-1	SUBBASE - 6"	37,239	SY	\$ 17.50	\$ 651,677
11	P-154-2	STABILIZED SHOULDERS - 6"	20,327	SY	\$ 15.00	\$ 304,904
12	P-219-1	RECYCLED CONCRETE AGGREGATE BASE COURSE - 6"	33,249	SY	\$ 27.00	\$ 897,719
13	P-401-1	ASPHALT MIX PAVEMENT - SURFACE COURSE - 12.5mm	8,110	TON	\$ 325.00	\$ 2,635,863
14	P-401-2	ASPHALT MIX PAVEMENT - LEVELING COURSE - 9.5mm	483	TON	\$ 325.00	\$ 156,896
15	P-602-1	EMULSIFIED ASPHALT PRIME COAT	4,453	SY	\$ 3.50	\$ 15,585
16	P-605-1	ROUT, CLEAN, AND SEAL ASPHALT CRACKS	3,818	LF	\$ 6.00	\$ 22,909
17	P-620-1	RUNWAY/TAXIWAY PAINT, YELLOW(WITH TYPE III REFLECTIVE BEADS)	13,638	SF	\$ 3.50	\$ 47,733
18	P-620-2	RUNWAY/TAXIWAY PAINT, WHITE(WITH TYPE III REFLECTIVE BEADS)	2,310	SF	\$ 3.50	\$ 8,085

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1 REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2 AVCON PROJECT NUMBER - 2025.161.01 PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)							
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION	
19	P-620-3	RUNWAY/TAXIWAY PAINT, BLACK (NO REFLECTIVE BEADS)	19,545	SF	\$ 2.50	\$ 48,863	
20	P-620-4	RUNWAY/TAXIWAY PAINT, RED (NO REFLECTIVE BEADS)	1,200	SF	\$ 6.50	\$ 7,800	
21	P-620-5	TEMPORARY MARKING PAINT (NO REFLECTIVE BEADS)	7,500	SF	\$ 4.00	\$ 30,000	
22	D-701-1	14"x23" ERCP, CLASS III	212	LF	\$ 232.50	\$ 49,290	
23	D-701-2	24"x38" ERCP, CLASS III	220	LF	\$ 340.50	\$ 74,910	
24	D-702-1	CONTECH 12" SLOTTED DRAIN, AC LOADED W/ PCC ENVELOPE	255	LF	\$ 540.00	\$ 137,700	
25	D-751-1	FDOT TYPE F INLET, AC RATED STL FRAME/GRATE	1	EA	\$ 29,700.00	\$ 29,700	
26	D-751-2	FDOT TYPE G INLET, AC RATED STL FRAME/GRATE	2	EA	\$ 45,360.00	\$ 90,720	
27	D-751-3	FDOT TYPE G INLET, MODIFIED, H20 STL FRAME/GRATE - CONTROL STRUCTURE	1	EA	\$ 32,400.00	\$ 32,400	
28	D-751-4	FDOT STORM MANHOLE, TYPE J, ALT B, 10'X10', AC RATED FRAME/ID	1	EA	\$ 72,360.00	\$ 72,360	
29	D-751-5	FDOT STORM MANHOLE, TYPE J, ALT B, 4'X4', AC RATED FRAME/ID	1	EA	\$ 29,160.00	\$ 29,160	
30	D-751-6	FDOT STORM MANHOLE, TYPE P, ALT B, AC RATED FRAME/ID	2	EA	\$ 26,460.00	\$ 52,920	
31	D-752-1	12" DIA CONC. MES, SINGLE	1	EA	\$ 5,562.00	\$ 5,562	
32	D-754-1	FDOT PCC Ditch Paving	200	SY	\$ 108.00	\$ 21,600	
33	T-904-1	SODDING	61,489	SY	\$ 6.00	\$ 368,934	
						Subtotal Civil	

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1

REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2

AVCON PROJECT NUMBER - 2025.161.01

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)

AVCON

INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
ELECTRICAL ITEMS						
34	SP-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING	1.00	LS	\$ 30,780.00	\$ 30,780
35	SP-105-1	ELECTRICAL DEMOLITION	1.00	LS	\$ 86,940.00	\$ 86,940
36	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE - INSTALLED IN DUCT OR CONDUIT	21,594	LF	\$ 3.50	\$ 75,580
37	L-108-2	1/C #8 AWG, THWN-2, 600 V, INSULATED STRANDED COPPER CONDUCTOR, INSTALLED IN DUCT OR CONDUIT	1,000	LF	\$ 3.00	\$ 3,000
38	L-108-3	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE - INSTALLED OVER DUCT OR CONDUIT	13,692	LF	\$ 4.00	\$ 54,767
39	L-108-4	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	700	EA	\$ 151.50	\$ 106,050
40	L-109-1	AIRFIELD LIGHTING CONTROL SYSTEM UPDATE MODIFICATIONS: VENDOR	1	LS	\$ 56,700.00	\$ 56,700
41	L-109-2	AIRFIELD LIGHTING CONTROL SYSTEM UPDATE MODIFICATIONS: CONTRACTOR	1	LS	\$ 19,980.00	\$ 19,980
42	L-109-3	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	1	LS	\$ 15,120.00	\$ 15,120
43	L-109-4	SHORT CIRCUIT/COORDINATION/DEVICE EVALUATION/ ARC FLASH ANALYSIS	1	LS	\$ 10,260.00	\$ 10,260
44	L-109-5	2.5 KW L-828 CONSTANT CURRENT REGULATOR- 3 STEP - 480V	1	EA	\$ 34,020.00	\$ 34,020
45	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	12,447	LF	\$ 9.00	\$ 112,024
46	L-110-2	2 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	2,000	LF	\$ 12.50	\$ 25,000
47	L-110-3	3 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	1,000	LF	\$ 18.50	\$ 18,500
48	L-110-4	4 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	100	LF	\$ 22.50	\$ 2,250
49	L-110-5	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,500	LF	\$ 25.00	\$ 37,500
50	L-110-6	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,500	LF	\$ 32.00	\$ 48,000

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ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1 REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2 AVCON PROJECT NUMBER - 2025.161.01 PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1)								
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION		
51	L-110-7	3 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	2,000	LF	\$ 35.50	\$ 71,000		
52	L-110-8	4 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	100	LF	\$ 45.00	\$ 4,500		
53	L-110-9	6 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	500	LF	\$ 62.50	\$ 31,250		
54	L-110-10	1 WAY 4" SPLIT DUCT	300	LF	\$ 34.50	\$ 10,350		
55	L-115-1	L-867D JUNCTION CAN	5	EA	\$ 1,242.00	\$ 6,210		
56	L-115-2	JUNCTION CAN PLAZA - TWO L-867D CANS	1	EA	\$ 6,210.00	\$ 6,210		
57	L-115-3	JUNCTION CAN PLAZA - THREE L-867D CANS	8	EA	\$ 8,964.00	\$ 71,712		
58	L-115-4	JUNCTION CAN PLAZA - FOUR L-867D CANS	1	EA	\$ 11,934.00	\$ 11,934		
59	L-115-5	JUNCTION CAN PLAZA - SIX L-867D CANS	2	EA	\$ 15,120.00	\$ 30,240		
60	L-115-6	JUNCTION CAN PLAZA - EIGHT L-867D CANS	1	EA	\$ 19,980.00	\$ 19,980		
61	L-125-1	L-804(L) ELEVATED RUNWAY GUARD LIGHT YELLOW	6	EA	\$ 10,800.00	\$ 64,800		
62	L-125-2	L-852D(L) MRL RUNWAY EDGE LIGHT - CLEAR/YELLOW	1	EA	\$ 3,996.00	\$ 3,996		
63	L-125-3	L-852T(L) OMNIDIRECTIONAL, BLUE, LED IN-PAVEMENT, TAXIWAY EDGE LIGHT	1	EA	\$ 6,480.00	\$ 6,480		
64	L-125-4	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	1	EA	\$ 7,992.00	\$ 7,992		
65	L-125-5	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	8	EA	\$ 10,152.00	\$ 81,216		
66	L-125-6	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	7	EA	\$ 15,120.00	\$ 105,840		
67	L-125-7	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE	9	EA	\$ 19,980.00	\$ 179,820		
68	L-125-8	L-858 Y INFORMATION SIGN - SINGLE FACE UNLIGHTED	1	EA	\$ 6,804.00	\$ 6,804		
69	L-125-9	L-861(L) RUNWAY EDGE LIGHT - LED - CLEAR/YELLOW	1	EA	\$ 3,240.00	\$ 3,240		

06-2516101044_DetailedPreAppEngineersEstimate.xlsx

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1 REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2 AVCON PROJECT NUMBER - 2025.161.01 PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1) 						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
70	L-125-10	L-861(L) RUNWAY EDGE LIGHT - LED - CLEAR/CLEAR	1	EA	\$ 3,240.00	\$ 3,240
71	L-125-11	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT	144	EA	\$ 5,508.00	\$ 793,152
72	L-125-12	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (NE)	1	EA	\$ 5,508.00	\$ 5,508
73	L-125-13	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (D)	10	EA	\$ 5,832.00	\$ 58,320
74	L-125-14	L-861T OMNIDIRECTIONAL, BLUE, QUARTZ, TAXIWAY EDGE LIGHT	23	EA	\$ 5,994.00	\$ 137,862
75	L-125-15	L-861T OMNIDIRECTIONAL, BLUE, QUARTZ, TAXIWAY EDGE LIGHT (A)	2	EA	\$ 6,480.00	\$ 12,960
76	L-125-16	FIELD LIGHTNING ARRESTOR ASSEMBLY	36	EA	\$ 1,296.00	\$ 46,656
77	L-125-17	RELOCATE NEW FAA AWOS EQUIPMENT (SENSORS)	2	EA	\$ 19,980.00	\$ 39,960
78	L-125-18	FAA TECHOPS COORDINATION	1	LS	\$ 5,508.00	\$ 5,508
79	L-125-19	EXISTING EDGE LIGHT ID MARKER	27	EA	\$ 108.00	\$ 2,916
Subtotal Electrical						\$ 2,566,127

ISM - K'issimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1 REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2 AVCON PROJECT NUMBER - 2025.161.01 PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS BID SCHEDULE A - TW A NORTH OF RW 6-24 (PHASE 1) 						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
GENERAL PROVISIONS ITEMS						
80	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS		\$ 247,378
81	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS		\$ 148,427
82	C-102-2	DEWATERING	1	LS		\$ 247,378
83	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	1	LS		\$ 1,093,409
84	C-105-2	CONSTRUCTION SAFETY AND PHASING PLAN	1	LS		\$ 247,378
85	P-100-1	CONSTRUCTION SURVEY	1	LS		\$ 148,427
						Subtotal General Provisions \$ 2,132,394
						Grand Total Construction \$ 12,027,494

ISM - Kislissimee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
CIVIL ITEMS						
1	P-101-1	FULL-DEPTH ASPHALT PAVEMENT RECLAMATION/DEMO	38,354	SY	\$ 17.50	\$ 671,192
2	P-101-2	MARKING REMOVAL	3,458	SF	\$ 6.50	\$ 22,474
3	P-101-3	BITUMINOUS PAVEMENT MILLING - 0.5"	3,450	SY	\$ 3.50	\$ 12,073
4	P-101-5	BITUMINOUS PAVEMENT MILLING - VARIABLE DEPTH	2,822	SY	\$ 6.00	\$ 16,934
5	P-101-6	OPEN-CUT PAVEMENT REMOVAL FOR DRAINAGE	160	SY	\$ 28.50	\$ 4,560
6	P-151-1	REMOVE/MODIFY EXISTING STORM STRUCTURE	5	EA	\$ 14,040.00	\$ 70,200
7	P-151-2	DEMOLISH EXISTING CHAIN LINK FENCE	1,300	LF	\$ 20.00	\$ 26,000
8	P-152-1	UNCLASSIFIED EXCAVATION	29,951	CY	\$ 25.00	\$ 748,785
9	P-152-2	BORROW EXCAVATION	10,126	CY	\$ 35.00	\$ 354,398
10	P-152-3	STRIPPING AND STOCKPILING (6")	81,554	SY	\$ 4.50	\$ 366,991
11	P-154-1	SUBBASE - 6"	54,546	SY	\$ 17.50	\$ 954,553
12	P-154-2	STABILIZED SHOULDERS - 6"	25,264	SY	\$ 15.00	\$ 378,961
13	P-219-1	RECYCLED CONCRETE AGGREGATE BASE COURSE - 6"	48,702	SY	\$ 27.00	\$ 1,314,946
14	P-401-1	ASPHALT MIX PAVEMENT - SURFACE COURSE - 12.5mm	11,438	TON	\$ 325.00	\$ 3,717,268
15	P-401-2	ASPHALT MIX PAVEMENT - LEVELING COURSE - 9.5mm	464	TON	\$ 325.00	\$ 150,903
16	P-602-1	EMULSIFIED ASPHALT PRIME COAT	6,523	SY	\$ 3.50	\$ 22,829
17	P-605-1	ROUT, CLEAN, AND SEAL ASPHALT CRACKS	4,440	LF	\$ 6.00	\$ 26,640
18	P-620-1	RUNWAY/TAXIWAY PAINT, YELLOW(WITH TYPE III REFLECTIVE BEADS)	18,821	SF	\$ 3.50	\$ 65,874

AVCON

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
19	P-620-2	RUNWAY/TAXIWAY PAINT, WHITE(WITH TYPE III REFLECTIVE BEADS)	3,188	SF	\$ 3.50	\$ 11,158
20	P-620-3	RUNWAY/TAXIWAY PAINT, BLACK (NO REFLECTIVE BEADS)	26,973	SF	\$ 2.50	\$ 67,433
21	P-620-4	RUNWAY/TAXIWAY PAINT, RED (NO REFLECTIVE BEADS)	1,656	SF	\$ 6.50	\$ 10,764
22	P-620-5	TEMPORARY MARKING PAINT (NO REFLECTIVE BEADS)	10,350	SF	\$ 4.00	\$ 41,400
23	D-701-1	14"x23" ERCP, CLASS III	293	LF	\$ 232.50	\$ 68,123
24	D-701-2	24"x38" ERCP, CLASS III	304	LF	\$ 340.50	\$ 103,512
25	D-702-1	CONTECH 12" SLOTTED DRAIN, AC LOADED W/ PCC ENVELOPE	255	LF	\$ 540.00	\$ 137,700
26	D-751-1	FDOT TYPE F INLET, AC RATED STL FRAME/GRATE	2	EA	\$ 29,700.00	\$ 59,400
27	D-751-2	FDOT TYPE G INLET, AC RATED STL FRAME/GRATE	3	EA	\$ 45,360.00	\$ 136,080
28	D-751-3	FDOT TYPE G INLET, MODIFIED, H20 STL FRAME/GRATE - CONTROL STRUCTURE	2	EA	\$ 32,400.00	\$ 64,800
29	D-751-4	FDOT STORM MANHOLE, TYPE J, ALT B, 10'X10', AC RATED FRAME/ID	2	EA	\$ 72,360.00	\$ 144,720
30	D-751-5	FDOT STORM MANHOLE, TYPE J, ALT B, 4'X4', AC RATED FRAME/ID	2	EA	\$ 29,160.00	\$ 58,320
31	D-751-6	FDOT STORM MANHOLE, TYPE P, ALT B, AC RATED FRAME/ID	3	EA	\$ 26,460.00	\$ 79,380
32	D-752-1	12" DIA CONC. MES, SINGLE	2	EA	\$ 5,562.00	\$ 11,124
33	D-754-1	FDOT PCC Ditch Paving	276	SY	\$ 108.00	\$ 29,808
34	F-162-1	6' FDOT TYPE B Chain Link Security Fence w/3 Strand Barbed Wire	1,500	LF	\$ 55.00	\$ 82,500
35	T-904-1	SODDING	61,489	SY	\$ 6.00	\$ 368,934

06-2516101044_DetailedPreAppEngineersEstimate.xlsx

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1

REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2

AVCON PROJECT NUMBER - 2025.161.01

PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS

BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)



INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
ELECTRICAL ITEMS						
36	SP-104-1	TEMPORARY POWER AND TEMPORARY AIRFIELD LIGHTING	1.00	LS	\$ 30,780.00	\$ 30,780
37	SP-105-1	ELECTRICAL DEMOLITION	1.00	LS	\$ 86,940.00	\$ 86,940
38	L-108-1	1/C L-824 TYPE C - UNSHIELDED #8 AWG 5KV STRANDED COPPER CABLE - INSTALLED IN DUCT OR CONDUIT	21,594	LF	\$ 3.50	\$ 75,580
39	L-108-2	1/C #8 AWG, THWN-2, 600 V, INSULATED STRANDED COPPER CONDUCTOR, INSTALLED IN DUCT OR CONDUIT	1,000	LF	\$ 3.00	\$ 3,000
40	L-108-3	1/C #2 AWG SOLID COPPER COUNTERPOISE CABLE - INSTALLED OVER DUCT OR CONDUIT	13,496	LF	\$ 4.00	\$ 53,983
41	L-108-4	0.75" DIAMETER BY 10.00' LONG COPPER CLAD STEEL SECTIONAL GROUND ROD	970	EA	\$ 151.50	\$ 146,955
42	L-109-1	AIRFIELD LIGHTING CONTROL SYSTEM UPDATE MODIFICATIONS: VENDOR	1	LS	\$ 56,700.00	\$ 56,700
43	L-109-2	AIRFIELD LIGHTING CONTROL SYSTEM UPDATE MODIFICATIONS: CONTRACTOR	1	LS	\$ 19,980.00	\$ 19,980
44	L-109-3	AIRFIELD ELECTRICAL VAULT MODIFICATIONS	1	LS	\$ 15,120.00	\$ 15,120
45	L-109-4	SHORT CIRCUIT/COORDINATION/DEVICE EVALUATION/ ARC FLASH ANALYSIS	1	LS	\$ 10,260.00	\$ 10,260
46	L-109-5	2.5 KW L-828 CONSTANT CURRENT REGULATOR- 3 STEP - 480V	1	EA	\$ 34,020.00	\$ 34,020
47	L-110-1	1 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	12,269	LF	\$ 9.00	\$ 110,419
48	L-110-2	2 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	2,000	LF	\$ 12.50	\$ 25,000
49	L-110-3	3 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	1,000	LF	\$ 18.50	\$ 18,500
50	L-110-4	4 WAY 2" SCHEDULE 40 PVC DIRECT EARTH BURIED DUCT	100	LF	\$ 22.50	\$ 2,250
51	L-110-5	1 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,500	LF	\$ 25.00	\$ 37,500
52	L-110-6	2 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	1,500	LF	\$ 32.00	\$ 48,000

06-2516101044_DetailedPreAppEngineersEstimate.xlsx

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1 REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2 AVCON PROJECT NUMBER - 2025.161.01 PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)								
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION		
53	L-110-7	3 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	2,000	LF	\$ 35.50	\$ 71,000		
54	L-110-8	4 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	100	LF	\$ 45.00	\$ 4,500		
55	L-110-9	6 WAY 2" SCHEDULE 40 PVC CONCRETE ENCASED DUCT	500	LF	\$ 62.50	\$ 31,250		
56	L-110-10	1 WAY 4" SPLIT DUCT	300	LF	\$ 34.50	\$ 10,350		
57	L-115-1	L-867D JUNCTION CAN	7	EA	\$ 1,242.00	\$ 8,694		
58	L-115-2	JUNCTION CAN PLAZA - TWO L-867D CANS	2	EA	\$ 6,210.00	\$ 12,420		
59	L-115-3	JUNCTION CAN PLAZA - THREE L-867D CANS	12	EA	\$ 8,964.00	\$ 107,568		
60	L-115-4	JUNCTION CAN PLAZA - FOUR L-867D CANS	2	EA	\$ 11,934.00	\$ 23,868		
61	L-115-5	JUNCTION CAN PLAZA - SIX L-867D CANS	3	EA	\$ 15,120.00	\$ 45,360		
62	L-115-6	JUNCTION CAN PLAZA - EIGHT L-867D CANS	2	EA	\$ 19,980.00	\$ 39,960		
63	L-125-1	L-804(L) ELEVATED RUNWAY GUARD LIGHT YELLOW	9	EA	\$ 10,800.00	\$ 97,200		
64	L-125-2	L-852D(L) MRL RUNWAY EDGE LIGHT - CLEAR/YELLOW	2	EA	\$ 3,996.00	\$ 7,992		
65	L-125-3	L-852T(L) OMNIDIRECTIONAL, BLUE, LED IN-PAVEMENT, TAXIWAY EDGE LIGHT	2	EA	\$ 6,480.00	\$ 12,960		
66	L-125-4	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 1 MODULE	2	EA	\$ 7,992.00	\$ 15,984		
67	L-125-5	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 2 MODULE	12	EA	\$ 10,152.00	\$ 121,824		
68	L-125-6	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 3 MODULE	10	EA	\$ 15,120.00	\$ 151,200		
69	L-125-7	L-858(L) SIGN - SINGLE/DOUBLE FACE, LED, SIZE 2 - 4 MODULE	13	EA	\$ 19,980.00	\$ 259,740		
70	L-125-8	L-858 Y INFORMATION SIGN - SINGLE FACE UNLIGHTED	2	EA	\$ 6,804.00	\$ 13,608		
71	L-125-9	L-861(L) RUNWAY EDGE LIGHT - LED - CLEAR/YELLOW	2	EA	\$ 3,240.00	\$ 6,480		

06-2516101044_DetailedPreAppEngineersEstimate.xlsx

ISM - Kissimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1 REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2 AVCON PROJECT NUMBER - 2025.161.01 PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)								
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION		
72	L-125-10	L-861(L) RUNWAY EDGE LIGHT - LED - CLEAR/CLEAR	2	EA	\$ 3,240.00	\$ 6,480		
73	L-125-11	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT	199	EA	\$ 5,508.00	\$ 1,096,092		
74	L-125-12	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (NE)	2	EA	\$ 5,508.00	\$ 11,016		
75	L-125-13	L-861T(L) OMNIDIRECTIONAL, BLUE, LED, TAXIWAY EDGE LIGHT (D)	14	EA	\$ 5,832.00	\$ 81,648		
76	L-125-14	L-861T OMNIDIRECTIONAL, BLUE, QUARTZ, TAXIWAY EDGE LIGHT	32	EA	\$ 5,994.00	\$ 191,808		
77	L-125-15	L-861T OMNIDIRECTIONAL, BLUE, QUARTZ, TAXIWAY EDGE LIGHT (A)	3	EA	\$ 6,480.00	\$ 19,440		
78	L-125-16	FIELD LIGHTNING ARRESTOR ASSEMBLY	50	EA	\$ 1,296.00	\$ 64,800		
79	L-125-17	RELOCATE NEW FAA AWOS EQUIPMENT (SENSORS)	0	EA	\$ 19,980.00	\$ -		
80	L-125-18	FAA TECHOPS COORDINATION	0	LS	\$ 5,508.00	\$ -		
81	L-125-19	EXISTING EDGE LIGHT ID MARKER	38	EA	\$ 108.00	\$ 4,104		
						Subtotal Electrical	\$	3,292,333

ISM - K'issimmee - Rehab and Shift TW Alpha - 2025.161.01 - FAA AIP 3-12-0038-048-2025 FDOT FPN 457288-1						
REHAB AND SHIFT TAXIWAY ALPHA - PHASES 1 AND 2						
AVCON PROJECT NUMBER - 2025.161.01						
PRELIMINARY ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS						
BID SCHEDULE A - TW A SOUTH OF RW 6-24 (PHASE 2)						
						
INDEX	PAY ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	EXTENSION
GENERAL PROVISIONS ITEMS						
82	C-100-1	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS		\$ 342,327
83	C-102-1	TEMPORARY AIR AND WATER POLLUTION, SOIL EROSION, AND SILTATION CONTROL	1	LS		\$ 205,396
84	C-102-2	DEWATERING	1	LS		\$ 342,327
85	C-105-1	MOBILIZATION (LIMITED TO 10% OF CONSTRUCTION SUBTOTAL)	1	LS		\$ 1,513,084
86	C-105-2	CONSTRUCTION SAFETY AND PHASING PLAN	1	LS		\$ 342,327
87	P-100-1	CONSTRUCTION SURVEY	1	LS		\$ 205,396
						Subtotal General Provisions
						Grand Total Construction



AVCON, INC.
ENGINEERS & PLANNERS
5000 S. WINDYBROOK BLVD., SUITE 200, WINTER PARK, FL 32789
CORPORATE CERTIFICATE OF PROFESSIONAL ENGINEER 00000000000000000000

SEAL

This seal has been electronically signed and sealed by
the professional engineer. It is not valid for use on any document
that is not the original document or a true and correct copy of the original document.

PROFESSIONAL SEAL

REHABILITATE AND
SHIFT
TAXIWAY ALPHA
KISSIMMEE GATEWAY
AIRPORT
KISSIMMEE, FLORIDA

PRELIMINARY
DESIGN EXHIBIT

ATTENTION
THIS DOCUMENT CONTAINS PRELIMINARY AND PROPOSED LAYOUT
INFORMATION. IT IS NOT TO BE USED FOR CONSTRUCTION OR FOR ANY
OTHER PURPOSES WITHOUT THE WRITTEN AUTHORIZATION OF THE ENGINEER.
NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

SCALE (FT): GRAPHIC

REVISIONS:	
NO.	DATE
BY	DESCRIPTION

DESIGNED BY: DES
DRAWN BY: MJT
CHECKED BY: CKD
APPROVED BY: SS
DATE: MONTH DD, 2018

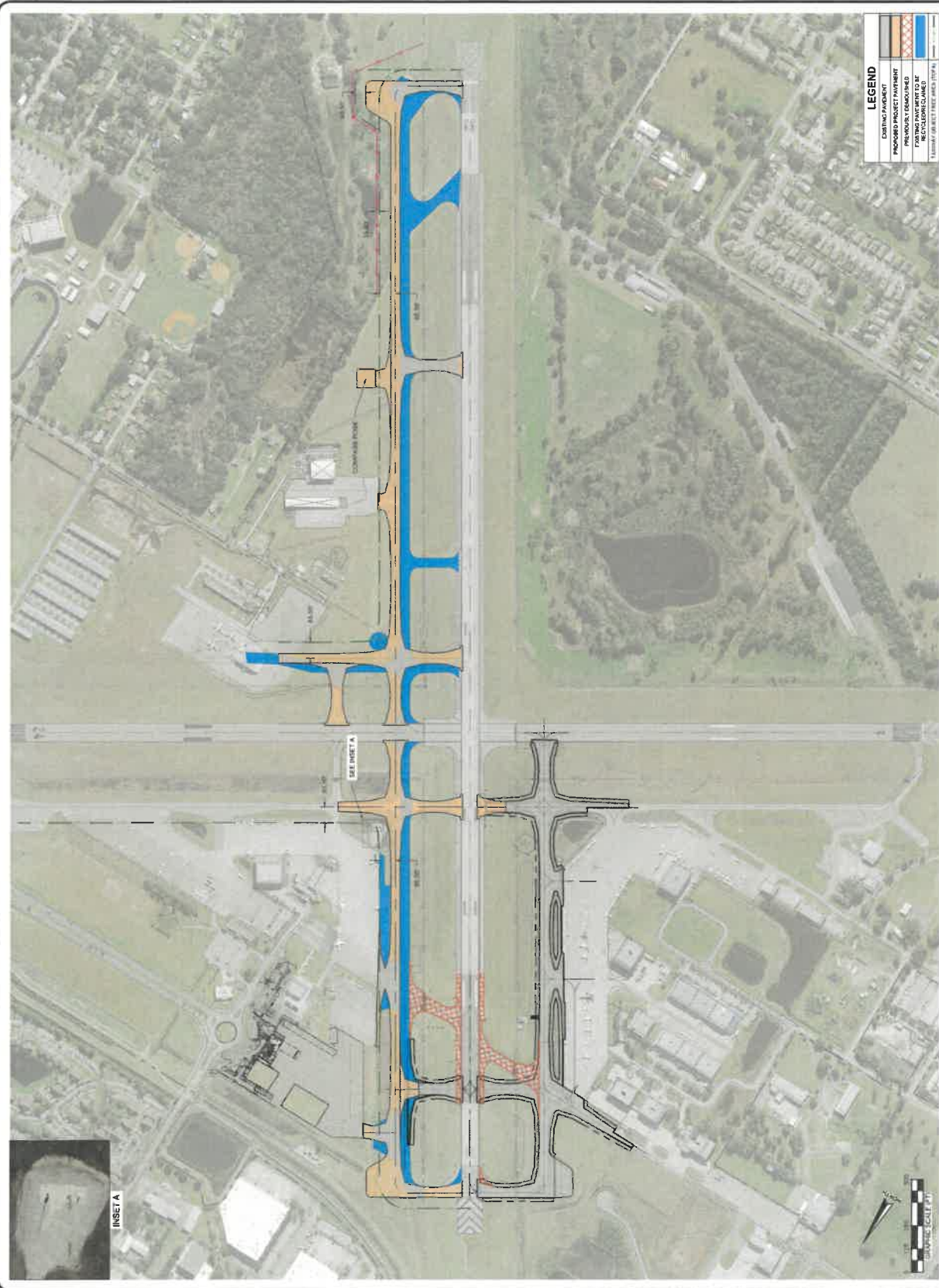
FOOT FM NO. X000000-1
FAA AIP NO. 3-12-0000-000-0000
AVCON PROJECT NO. YYYY.CCC.NN
CADD: 2411100_TWA_FULL_EXHIBIT

DRAWING

A

SHEET 1 OF 1

100% DESIGN SUBMITTAL



**FAA ORLANDO AIRPORTS DISTRICT OFFICE – CATEGORICAL EXCLUSION (CATEX)
SHORT FORM**

Airport: Kissimmee Gateway Airport (ISM) Project Title: Rehab and Shift TW Alpha

Use this CATEX Short Form if the Proposed Action is a federal action subject to NEPA and normally would not individually or cumulatively have a significant effect on the human environment. **Identify the applicable paragraph on the line below from FAA Order 1050.1F, paragraphs 5-6.1 through 5-6.6 for the Proposed Action.**
Paragraph 5.6.4.e Rehab and Shift existing Taxiway

List all components of the Proposed Action and Connected Actions (if any) on a separate sheet. *A CATEX should not be used for a segment or an interdependent part of a larger proposed action.* **Include** a summary of existing conditions at the Proposed Action site. **Attach** a site map identifying the Proposed Action area on the airport's current ALP and a recent aerial of the Proposed Action area.

Certify that the Proposed Action and Connected Actions are **NOT** likely to have extraordinary circumstances or significant impacts. Significance thresholds and factors to consider are in FAA Order 1050.1F Exhibit 4-1. Extraordinary circumstances are listed in FAA Order 1050.1F paragraph 5-2, and summarized below:

- An adverse effect on cultural resources protected under the National Historic Preservation Act of 1966, as amended, 54 U.S.C. §300101 et seq.;
- An impact on properties protected under Section 4(f);
- An impact on natural, ecological, or scenic resources of Federal, state, tribal, or local significance (e.g., federally listed or proposed endangered, threatened, or candidate species, or designated or proposed critical habitat under the Endangered Species Act, 16 U.S.C. §§ 1531-1544);
- An impact on the following resources: resources protected by the Fish and Wildlife Coordination Act, 16 U.S.C. §§ 661-667d; wetlands; floodplains; coastal zones; national marine sanctuaries; wilderness areas; National Resource Conservation Service-designated prime and unique farmlands; energy supply and natural resources; resources protected under the Wild and Scenic Rivers Act, 16 U.S.C. §§ 1271-1287, and rivers or river segments listed on the Nationwide Rivers Inventory (NRI); and solid waste management;
- A division or disruption of an established community, or a disruption of orderly, planned development, or an inconsistency with plans or goals that have been adopted by the community in which the project is located;
- An increase in congestion from surface transportation (by causing decrease in level of service below acceptable levels determined by appropriate transportation agency, such as a highway agency);
- An impact on noise levels of noise sensitive areas;
- An impact on air quality or violation of Federal, state, tribal, or local air quality standards under the Clean Air Act, 42 U.S.C. §§ 7401-7671q;
- An impact on water quality, sole source aquifers, a public water supply system, or state or tribal water quality standards established under the Clean Water Act, 33 U.S.C. §§ 1251-1387, and the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j-26;
- Impacts on the quality of the human environment that are likely to be highly controversial on environmental grounds. The term "highly controversial on environmental grounds" means there is a substantial dispute involving reasonable disagreement over the degree, extent, or nature of a proposed action's environmental impacts or over the action's risks of causing environmental harm.
- Likelihood to be inconsistent with any Federal, state, tribal, or local law relating to the environmental aspects of the proposed action; or
- Likelihood to directly, indirectly, or cumulatively create a significant impact on the human environment, including, but not limited to, actions likely to cause a significant lighting impact on residential areas or commercial use of business properties, likely to cause a significant impact on the visual nature of surrounding land uses, likely to cause environmental contamination by hazardous materials, or likely to disturb an existing hazardous material contamination site such that new environmental contamination risks are created.

Based on the information in this Short Form CATEX and supporting information, I certify that the Proposed Action and Connected Actions meet(s) all requirements for a CATEX in accordance with FAA Order 1050.F and do not have any extraordinary circumstances or significant impacts.


Signature of Authorized Airport Representative

2.25.2025
Date

FAA Determination (signature of Program Manager):

Categorically Excluded: AMY MARIE REED Digitally signed by AMY MARIE REED
Date: 2025.02.27 11:28:31 -05'00' Date: _____

Requires further environmental analysis: _____ Date: _____

Final 7-8-2016

CATEGORICAL EXCLUSION ENVIRONMENTAL DETERMINATION CHECKLIST

Airport: Kissimmee Gateway Airport (ISM)

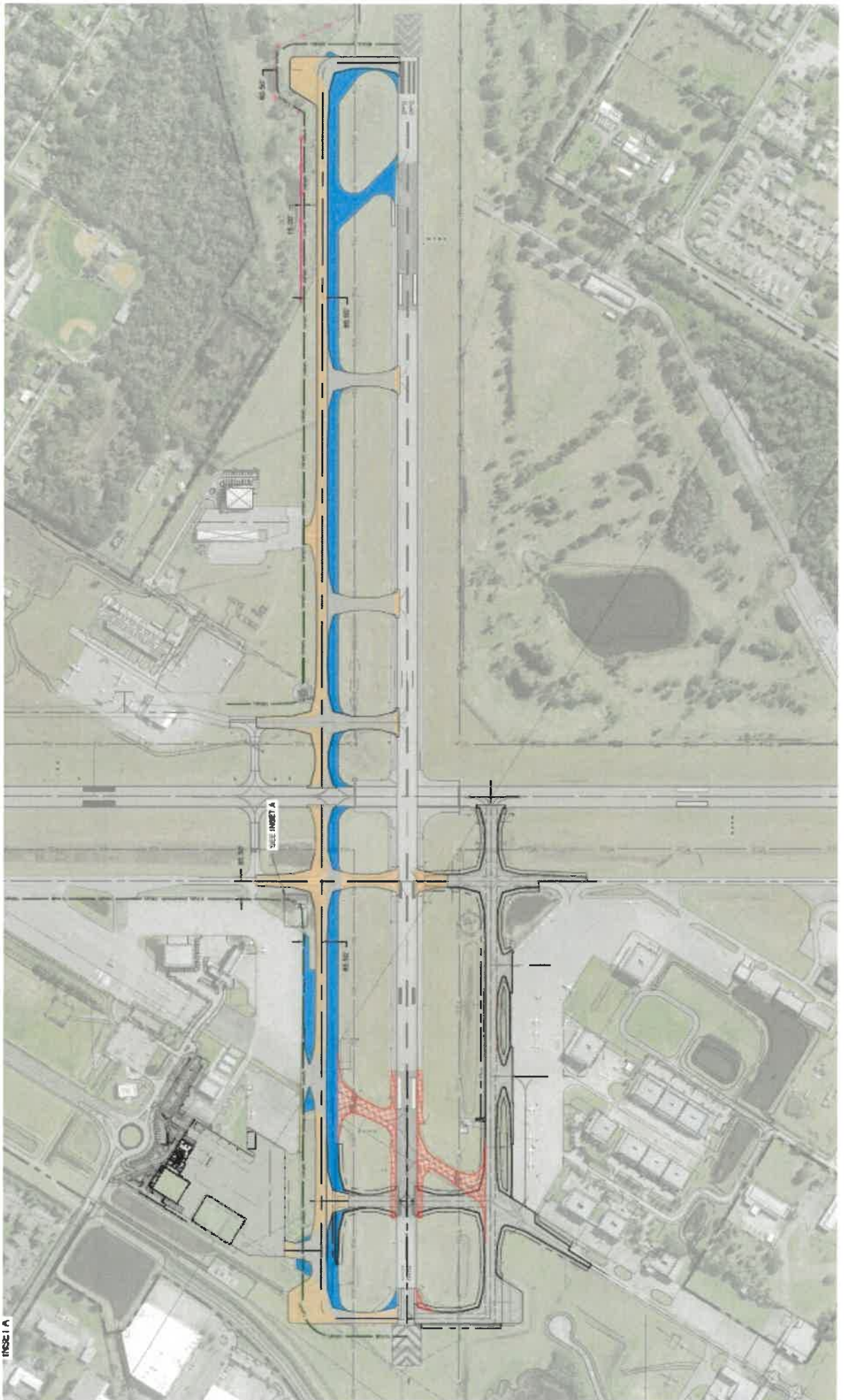
Prepared and certified by: Shaun Germolus, Director

Date: 12/20/2024

	YES**	NO	COMMENTS
THE PROPOSED ACTION MUST BE LISTED IN FAA ORDER 1050.1F PARAS. 5-6.1-5-6.6 AS AN ACTION THAT WOULD NORMALLY BE CATEGORICALLY EXCLUDED	X		Paragraph 5.6.4.e Rehab and Shift existing Taxiway
THE PROPOSED ACTION CONSISTS OF:			
Helicopter facilities or operations		X	
Land acquisition		X	
New airport serving general aviation		X	
Access or service road construction		X	
New airport location		X	
New runway		X	
Runway extension, strengthening, reconstruction, resurfacing or widening		X	
Converting prime or unique farmland		X	
Runway Safety Area (RSA) improvements		X	
ILS or ALS installation		X	
Airport development (hangars, terminal expansion)		X	
On-airport aboveground or underground fuel storage tanks		X	
Construction, reconstruction, or relocation of an ATCT		X	
THE PROPOSED ACTION WILL AFFECT:			
Historic/Archeological/Cultural Resources		X	
Section 4(f) or 6(f) resources		X	
Federally listed, endangered, threatened, or candidate species, or designated/proposed critical habitat		X	
Federal, state, tribal, or local natural, ecological, or scenic resources		X	
Wetlands, floodplains, waterways		X	
Energy supply or natural resources		X	
Protected rivers or river segments		X	
Established community(s), planned development, or plans/goals adopted by the local community		X	
Surface vehicular traffic (reduce LOS)		X	
Air quality or violate Federal, state, tribal or local standards		X	
Water quality, a sole source aquifer, public water supply system, or federal, state, or tribal water quality standards		X	
THE PROPOSED ACTION IS LIKELY TO:			
Be Highly Controversial on Environmental Grounds		X	
Be Inconsistent with Federal, state, tribal, or local law relating to environmental aspects		X	
Cause residential or business relocations		X	
Increase noise levels over Noise Sensitive Land Uses within the 65 dBA noise contour or newly include Noise Sensitive Land Uses within the 65 dBA noise contour.		X	
Cause Environmental Justice Impacts		X	
Contain Hazardous Materials or Affect Hazardous Materials/Sites		X	
Create a Wildlife Hazard per AC 150/5200-33		X	
Increase lighting impacts on residential communities or impact the visual nature of surrounding land uses		X	

** Attach detailed explanations or analysis for all "yes" answers on a separate sheet that supports a Categorical Exclusion determination.

Final 7-8-2016



ITEM 7.G

Funding Application for Construction of New Air Traffic Control Tower

Request

Approval to apply for Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) grant funding for the construction of the new Air Traffic Control Tower at Kissimmee Gateway Airport, Grant #ATCTConst.

Explanation

The Kissimmee Gateway Airport is in the process of replacing its existing air traffic control tower with a new one to meet the FAA's design and site criteria to provide safe and efficient air traffic services. The Airport received a federal grant for the design, currently in progress. The next step is to bid for construction services and apply for construction funding.

The Federal Bipartisan Infrastructure Law (BIL) provides a competitive FAA Contract Tower (FCT) grant process to provide funding for this project. The secondary FAA source will include the FAA Airport Infrastructure Grants (AIG) Program.

The estimated construction cost is \$18M. Anticipated funding is 90% FAA, 8% FDOT and 2% Airport.

Recommendation

Approval to apply for Federal Aviation Administration (FAA) and Florida Department of Transportation (FDOT) grant funding for the construction of the new Air Traffic Control Tower at Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. ISM ATCT Pre-App Construction



Federal Aviation Administration (FAA)
Orlando Airports District Office

Airport Grant Pre-application Checklist

(COMPLETE ONE CHECKLIST PER GRANT REQUEST)

Airport: Kissimmee Gateway Airport
Sponsor: City of Kissimmee
City, State: Kissimmee, FL
Date of Pre- Application: October 6, 2025

☐ **We do not plan on having a project this fiscal year. The FAA is authorized to carry our entitlements into the next fiscal year. (If checked, skip below pre-application checklist, sign/date and return to ADO)**

Items Required with Pre-application (select N/A only if applicable to the project)

No.	Document	Yes	N/A
1.	Cover Letter	☒	
2.	Detailed Project Information Sheet (per project item)	☒	
a.	Project Description and Justification (<i>for Planning or Environmental Projects include Scope of Work</i>)	☒	
b.	Special Circumstances	☐	☒
c.	Project Funding (be aware of your federal funding entitlement dollars)	☒	
d.	Project Cost Estimate	☒	
e.	Project Preliminary Checklist	☒	
f.	Proposed Project Schedule	☒	
g.	Project Sketch	☒	☐
3.	Environmental Determination Documentation (per project item)	☒	

Shaun J. Germelus

Sponsor's Designated Official Representative (Type or Print)

[Signature]

Sponsor's Designated Official Representative (Signature)

10.6.2025

Date

The purpose of this checklist is to identify some of the requirements and considerations associated with requesting Airport Improvement Program (AIP) funds. This checklist was created by the Orlando ADO for Florida airport sponsors to submit in lieu of SF 424, 5100-100 / 101 (OMB 4040-004, 2120-0569) in order to simplify the AIP pre-application package. **Note SF 424 and the 5100 forms are still required components of the AIP APPLICATION package.**

October 6, 2025

Mr. Bill Farris, Program Manager
Federal Aviation Administration
Orlando Airports District Office
8427 SouthPark Circle, Suite 524
Orlando, FL 32819

Dear Mr. Farris,

**Subject: Kissimmee Gateway Airport (ISM); Kissimmee, FL
FY 2026 BIL\IIJA\ Airport Improvement Program
Pre-Application Cover Letter
ATCT Construction and Construction Engineering**

In accordance with the Airport Improvement Program (AIP) and as established in our 3-year Capital Improvement Plan (CIP), enclosed please find the **2026 BIL AIG FCT\AFR\ATP** pre-application for the following projects:

1. New Airport Traffic Control Tower (ATCT) – CONSTRUCTION and CONSTRUCTION ENGINEERING

As instructed by FAA, we have included both phases of the project in this pre-application. The following items are enclosed for each of the above projects in the grant pre-application:

- ✓ Airport Grant Pre-Application Checklist
- ✓ Detailed Project Information Sheet
 - Description and Justification (scope of work for planning or environmental projects)
 - Special Circumstances
 - Project Funding
 - Project Cost Estimate
 - Project Preliminary Checklist
 - Proposed Project Schedule
 - Project Sketch
- ✓ Environmental Determination Documentation for each project

At this time, we are requesting **\$ 17,830,150.00** (Federal Share Only) for the construction and construction engineering for the above referenced project, based on estimates by our consultant, and as reflected in the Airport's CIP in which resembles the information provided to the ADO via the JACIP updates. We understand that any substantial increase in federal funding request at the grant application stage may jeopardize funding for the enclosed project (s).

Sincerely,



Shaun J. Germolus, A.A.E.
Director of Aviation

Project No. 1: Detailed Project Information Sheet
Airport Improvement Program (AIP)

Airport : Kissimmee Gateway Airport (ISM)
City, ST: Kissimmee, Florida
UEI/DUNS / TAX ID No. LBMLAVYLN7M5 / 802964759 / 59-6000348
SAM Expiration Date: 01/21/2026 (CAGE 6MXC0)
Project Title: New Airport Traffic Control Tower and Site Work – CONSTRUCTION and
CONSTRUCTION ENGINEERING

Project Description:

The Kissimmee Gateway Airport (ISM) is a general aviation reliever to Orlando International Airport (MCO) located 10 nautical miles northeast of the airfield. The existing Airport Traffic Control Tower (ATCT) was built by the City of Kissimmee in 1996 and began operation as a Federal Contract Tower (FCT) in 1997. Since this time, ISM has experienced significant growth handling over 160,000 flight operations in 2021. The present ATCT, located just north of the runway intersection cannot be expanded, raised, or improved. With an eye height of 43 feet above ground level (AGL), the tower provides an unobstructed view of all controlled movement areas. However, it does not meet the current Federal Aviation Administration (FAA) visual performance criteria which would recommend the new eye height at 85 feet AGL. The facility is out of space to accommodate any additional equipment or staff and does not comply with today's building codes.

Project Justification:

Project Benefits and Priority: The project would enhance safety as the new proposed height would provide unobstructed views of all controlled airport surface areas along with maximum visibility of all airborne traffic. The ATCT serves a critical safety function maintaining separation of aircraft between the Temporary Flight Restriction (TFR) over Disney World to the west and the Class B airspace of MCO to the east. The airport experienced a 37% increase in flight operations from 2018 to 2021. The airport expects to increase operations, especially as the southwest quadrant is being converted from an 18-hole golf course to an industrial airpark. The ATCT facility currently does not meet building codes (i.e. no elevator) and does not meet today's staffing separation (social distancing). Given the critical safety importance and staff health concerns, this project remains the City's number one priority for airport funding. The project is currently under the design phase.

Was this project in the airport's Capital Improvement Plan (CIP) in JACIP and accepted as eligible/justified in the FAA's Airport Capital Improvement Plan (ACIP)?

☒ Yes ☐ No (explain below)

Delete if not applicable or provide explanation as to why project should be considered.

Special Circumstances (check if applicable to the project):

- | | | |
|--|--|--|
| ☐ Force Account Services | ☐ Benefit Cost Analysis | ☐ [Enter Other] |
| ☐ Mods. To Standards | ☐ Design-build or CMR | ☐ [Enter Other] |
| ☐ AIP eligible & non-eligible | ☐ Exceeds FAA Stds. | ☐ [Enter Other] |

None anticipated at this time. Airport would like to apply 2026 FAA FCT BIL funds for this project phase.

Environmental Note: An Environmental Assessment was performed in 2024 for this project, on file with the FAA ORL ADO, with a Finding of No Significant Impact. Please refer to this document. The proposed ATCT location has not changed (Site #5 as approved by FAA PIM coordinator and VISTA review panel).

Project Funding:

BIL AIG ENT\FCT\AFR FUNDS - 2026				Fund
SubTotal Cost (100%)	FAA Share (100%)	State (0%)	Local (0%)	AIG FCT\AFR
\$14,603,000.00	\$14,603,000.00	\$0.00	\$0.00	
SubTotal Cost (100%)	FAA Share (95%)	State (4%)	Local (1%)	AIG ENT
\$3,397,000.00	\$3,227,150.00	\$135,880.00	\$33,970.00	
Total Project Cost (100%)	FAA Share	State	Local	
\$18,000,000.00	\$17,830,150.00	\$135,880.00	\$33,970.00	

Type of Funding Proposed (FAA Share Only)					
Fund Type (BIL\I\JA)	Funds Available	Carry Over Prior Yr	Total Funds Available	Funds to be Used	Carry Over Funds
2022 AIG ENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2023 AIG ENT	\$844,000.00	\$0.00	\$844,000.00	\$0.00	\$844,000.00
2024 AIG ENT	\$851,000.00	\$844,000.00	\$1,695,000.00	\$0.00	\$1,695,000.00
2025 AIG ENT	\$851,000.00	\$1,695,000.00	\$2,546,000.00	\$0.00	\$2,546,000.00
2026 AIG ENT	\$851,000.00	\$2,546,000.00	\$3,397,000.00	\$0.00	\$3,397,000.00
2026 AIG (FCT\AFR)	\$14,603,000.00	\$3,397,000.00	\$18,000,000.00	\$18,000,000.00	\$0.00
TPC	\$18,000,000.00				

Alternate Funding Plan:

There is no alternate funding plan. The Airport is applying for BIL FCT/AIG/ATP eligible funds for 2026.

Project Cost Estimate Breakdown:

Project # 1: New Airport Traffic Control Tower – CONSTRUCTION and CONSTRUCTION ENGINEERING

See attached detail breakdown.

**NOTE: FAA does not participate on allowances / contingencies. By FAA policy, a line item for estimated administrative costs can be included in the grant application if the sponsor cannot accurately calculate the total administrative costs. However, these estimated administrative costs must not exceed 2% of the grant amount or \$10,000, whichever is less.*

Project Preliminary Checklist:

AIP Document Pre-requisites	Dates	
Date of FAA Approved ALP	09/2023	
Date of last 5010, Airport Master Record verification for data corrections.	09/25/25	
Date of last FAA approved Exhibit "A" Property Inventory Map w/ Exhibit "C", Title of Opinion	09/2023	
Date of Environmental Determination	02/27/25	
Date of last Airport Pavement Maintenance Program.	01/12/23	
Date of Land Acquisition (if applicable)	N/A	
Impacts to FAA Facilities	Yes	No
Does the project impact FAA facilities?	☒	☐
If yes, provide a statement with the status of FAA Reimbursable Agreement w/ FAA Planning & Requirements – FAA AWOS Sensors may need to be relocated outside the new TOFA. Project is in design stage and will coordinate with FAA TechOps prior to bidding.		

**Project #1: New Airport Traffic Control Tower – CONSTRUCTION and CONSTRUCTION
ENGINEERING**

PROPOSED PROJECT SCHEDULE

<u>Proposed Project Schedule:</u>	<u>Dates:</u>
Selection of Consultant	12/2023
Pre-Application Submittal to FAA ADO Planner	10/2025
Application Submittal to FAA ADO Engineer	07/2026
Grant Offer	10/2026
Execution of FAA Grant \ Execute Contracts \ Notice to Procure	11/2026
Pre-Construction Conference	12/2026
Construction NTP	01/2027
Substantial Completion	01/2028
Final Completion	02/2028
Project Close-Out ¹	05/2028

= To be coordinated with the ADO Engineer prior to grant application submittal.

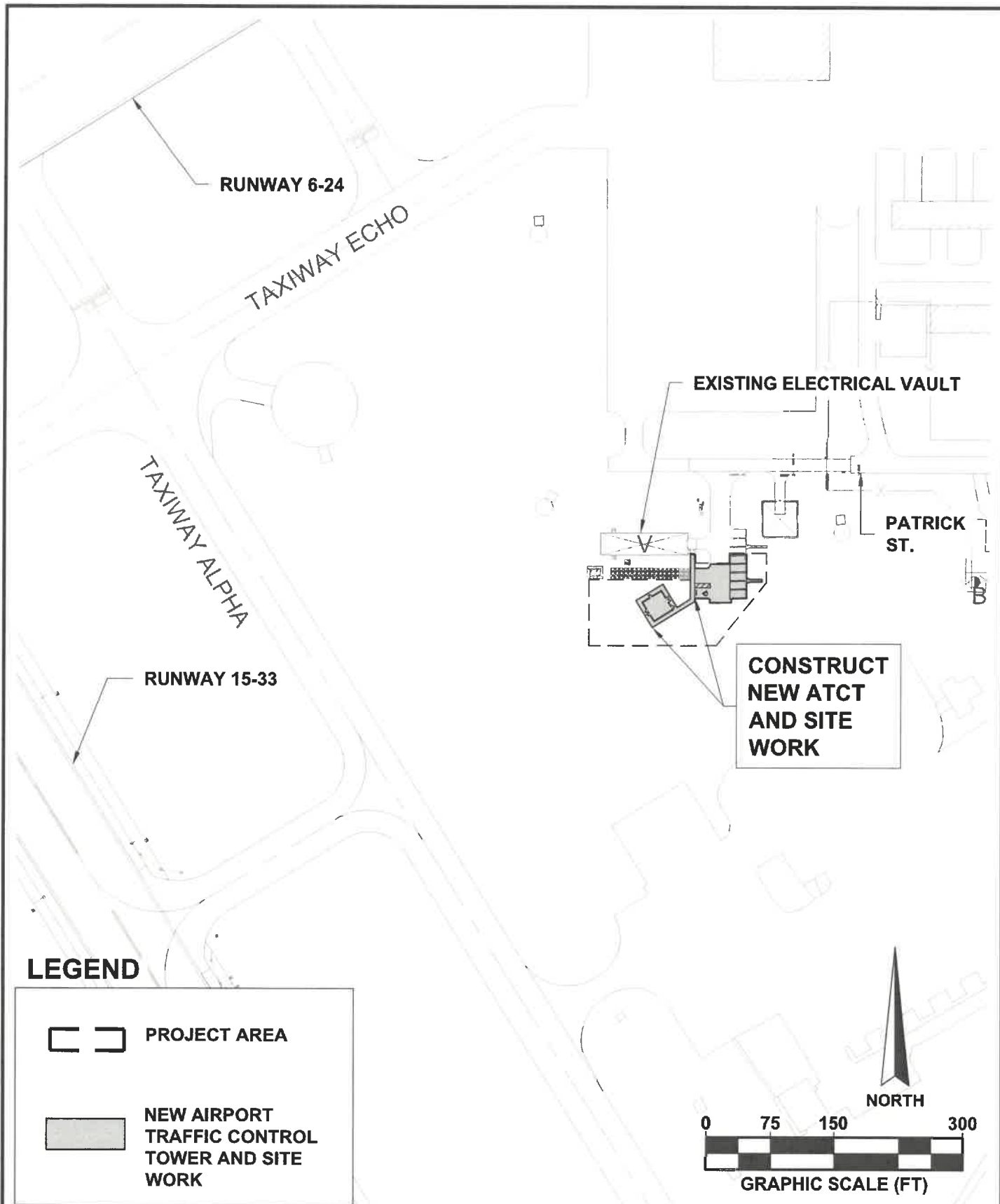
¹ Project shall remain on schedule as shown above. Note that closeout of an AIP grant must not exceed four (4) years after grant execution date. You may refer to the AIP Handbook - Chapter 5, Section 8, Grant Closeout for additional details.

Project Cost Breakdown
Application for Federal Assistance
FAA Form 5100-100, Part IV, Program Narrative

Airport Name / City, FL: Kissimmee Gateway Airport, ISM
City: Kissimmee, FL
Date: 10/3/2025
Project: Airport Traffic Control Tower - Construction and Construction Engineering
FAA BIL FCT #: 3-12-0038-050-2026

Reference Application Package Part III - Budget Information		TOTAL	Project	
Administrative Expense		\$ 10,000.00	\$ 10,000.00	
Preliminary Expense		\$ -		
Land, right-of-way		\$ -		
Architectural engineering basic fees		\$ 540,000.00	\$ 540,000.00	
Other architectural engineering fees:		\$ 250,000.00	\$ 250,000.00	
Project and Cost Admin		\$ -		
DBE Goals and Methods Update		\$ -		
City\TWA DRC Permitting Process		\$ -		
SFWMD Permitting		\$ -		
FDEP\DEH Permitting		\$ -		
Inspection		\$ 650,000.00	\$ 650,000.00	
Special Engineering Services\Testing\		\$ 550,000.00	\$ 550,000.00	
Relocation expenses		\$ -		
Relocation payments to individuals and businesses		\$ -		
Demolition and removal		\$ -		
Construction and project improvement		\$ 16,000,000.00	\$ 16,000,000.00	
Equipment		\$ -		
Miscellaneous:		\$ -		
_ Describe misc. item #2		\$ -		
TOTAL		\$ 18,000,000.00		
Federal Share		\$17,830,150.00		99%
State Share		\$135,880.00		1%
Sponsor Share		\$33,970.00		0%

XREFS: x2216101_1b.dwg, x2216101_base.dwg, x2216101_olcigem.dwg
 V:\2022\2022.161.01 - ATCT Design\2022.161.01 - CAD\Pre-Contract\Pre-Design\2216101-PreAppExhibit1.dwg 3/16/2022 4:40 PM



LEGEND



PROJECT AREA



NEW AIRPORT
TRAFFIC CONTROL
TOWER AND SITE
WORK



www.avconinc.com

AVCON, INC. ENGINEERS & PLANNERS

5555 E. MICHIGAN ST., SUITE 200
ORLANDO, FL. 32822-2779
OFFICE: (407) 599-1122
FAX: (407) 599-1133

NEW AIRPORT TRAFFIC CONTROL TOWER AND SITE WORK

EX-1

DRAWING NO.

REVISION:

DATE: 3/16/2022

CADD NO.:

2216101-PreAppExhibit1

AIRPORT MASTER RECORD

Data Source: https://www.faa.gov/air_traffic/flight_info/aeronav/aero_data/ Print Date: 10/03/2025

1 ASSOC CITY: ORLANDO	4 STATE: FL	LOC ID: ISM	FAA SITE NR: 03407.2*A
2 AIRPORT NAME: KISSIMMEE GATEWAY		5 COUNTY: OSCEOLA, FL	
3 CBD TO AIRPORT (NM): 16 SW	6 REGION/ADO: ASO /ORL	7 SECT AERO CHT: JACKSONVILLE	

GENERAL

10 OWNERSHIP: PUBLIC
 11 OWNER: CITY OF KISSIMMEE
 12 ADDRESS: 101 CHURCH STREET
 KISSIMMEE, FL 34741-5054
 13 PHONE NR: 407-847-2821
 14 MANAGER: SHAUN GERMOLUS
 15 ADDRESS: KISSIMMEE GATEWAY AIRPORT, 401 DYER BOULEVARD
 KISSIMMEE, FL 34741-4613

16 PHONE NR: 407-518-2516

ATTENDANCE SCHEDULE:

MONTHS	DAYS	HOURS
ALL	ALL	0700-2200

18 AIRPORT USE: PUBLIC
 19 ARPT LAT: 28-17-23.305N ESTIMATED
 20 ARPT LONG: 81-26-13.493W
 21 ARPT ELEV: 82.1 SURVEYED
 22 ACREAGE: 892
 23 RIGHT TRAFFIC: 06 15
 24 NON-COMM LANDING: YES
 25 NPIAS/FED AGREEMENTS: YES / NGPRY3
 26 FAR 139 INDEX: /

SERVICES

70 FUEL: 100LL A
 71 AIRFRAME RPRS: MAJOR
 72 PWR PLANT RPRS: MAJOR
 73 BOTTLE OXYGEN: NONE
 74 BULK OXYGEN: HIGH
 75 TSNT STORAGE: HGR TIE
 76 OTHER SERVICES: AFRT,AMB,AVNCS,
 CARGO,CHTR,INSTR,
 RNTL,SALES,SURV

BASED AIRCRAFT

Validated by
basedaircraft.com
 90 SINGLE ENG: 209
 91 MULTI ENG: 31
 92 JET: 26
 93 HELICOPTERS: 26
 TOTAL: 292
 94 GLIDERS: 1
 95 MILITARY: 0
 96 ULTRA-LIGHT: 0
 VTOL:

FACILITIES

80 ARPT BCN: WG
 81 ARPT LGT SKED: SEE RMK
 BCN LGT SKED: SS-SR
 82 UNICOM: 122.950
 83 WIND INDICATOR: YES-L
 84 SEGMENTED CIRCLE:
 85 CONTROL TWR: YES
 86 FSS: SAINT PETERSBURG
 87 FSS ON ARPT: NO
 88 FSS PHONE NR:
 89 TOLL FREE NR: 1-800-WX-BRIEF

OPERATIONS

Information on aircraft operations
 is available from FAA's Aviation
 System Performance Metrics
<https://aspm.faa.gov>

RUNWAY DATA

30 RUNWAY IDENT:
 AVL FOR PART 121/380 OPS:
 31 LENGTH: 5,001
 32 WIDTH: 100
 33 SURF TYPE-COND: ASPH-G
 34 SURF TREATMENT: GRVD
 35 GROSS WT: 89.0
 36 (IN THSDS) D 140.0
 37 2D
 38 2D/2DS
 39 PCN / PCR:

06/24	15/33
33/F/A/X/T (PCN)	45/F/A/X/T (PCN)

LIGHTING/APCH AIDS

40 EDGE INTENSITY:
 42 RWY MARK TYPE-COND:
 43 VGSI:
 44 THR CROSSING HGT:
 45 VISUAL GLIDE ANGLE:
 46 CNTRLN-TDZ:
 47 RVR-RVV:
 48 REIL:
 49 APCH LIGHTS:

MED	MED
NPI- G / NPI- G	PIR- F / NPI- F
P4L / P4L	P4L / P4L
45 / 45	49 / 48
3.00 / 3.00	3.00 / 3.00
- / -	- / -
- / -	- / -
Y / Y	Y / Y
/	MAISF /

OBSTRUCTION DATA

50 FAR 77 CATEGORY:
 51 DISPLACED THR:
 52 CTLG OBSTN:
 53 OBSTN MARKED/LGTD:
 54 HGT ABOVE RWY END:
 55 DIST FROM RWY END:
 56 CNTRLN OFFSET:
 57 OBSTN CLNC SLOPE:
 58 CLOSE-IN OBSTN:

C / B(V)	PIR / C
/	/
TREES / POLE	TREE / FENCE
/	/
33 / 41	25 / 6
1,170 / 1,585	1,332 / 200
280B / 175R	260L / 245R
29:1 / 34:1	45:1 / 0:1
N / N	N / Y

DECLARED DISTANCES

60 TAKE OFF RUN AVBL (TORA):
 61 TAKE OFF DIST AVBL (TODA):
 62 ACLT STOP DIST AVBL (ASDA):
 63 LNDG DIST AVBL (LDA):

/	/
/	/
/	/
/	/

REMARKS:

- A 058 RWY 33 +6 FT FENCE 190 FT FM RWY END 245 FT R OF CNTRLN.
 A 081 WHEN ATCT CLSD ACTVT MAISF RWY 15; REIL RWY 06 & 24 & 33; PAPI RWY 06, 15, 24, & 33; MRL RWY 06/24 & 15/33 - CTAF.
 A 000 RWY 06 HOLDING BAY RSTRD TO ACFT WITH WINGSPAN OF 49 FT OR LESS.
 A 000 RWY 15 CALM WIND RWY.
 A 000 RWY 33 MULT UNLGT OBSTNS FIRST 3000 FT; 250-500 FT E & W OF CNTRLN.
 A 110-001 NOISE SENSITIVE AREA 1/2 MI N OF AER 24. DEP RWY 06 EARLY TURNOUTS NA.
 A 110-002 REQ ALL JETS/TURBO PROPS USE NBAA CLOSE-IN PROC.

111 INSPECTOR: (S) 112 LAST INSP: 08/19/2025 113 LAST INFO RES:

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30 RUNWAY IDENT:
 AVL FOR PART 121/380 OPS:
 31 LENGTH:
 32 WIDTH:
 33 SURF TYPE-COND:
 34 SURF TREATMENT:
 35 GROSS WT: S
 36 (IN THSDS) D
 37 2D
 38 2D/2DS
 39 PCN / PCR:

LIGHTING/APCH AIDS

40 EDGE INTENSITY:
 42 RWY MARK TYPE-COND:
 43 VGSI:
 44 THR CROSSING HGT:
 45 VISUAL GLIDE ANGLE:
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 47 RVR-RVV:
 48 REIL:
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OBSTRUCTION DATA

50 FAR 77 CATEGORY:
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 52 CTLG OBSTN:
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 54 HGT ABOVE RWY END:
 55 DIST FROM RWY END:
 56 CNTRLN OFFSET:
 57 OBSTN CLNC SLOPE:
 58 CLOSE-IN OBSTN:

DECLARED DISTANCES

60 TAKE OFF RUN AVBL (TORA):
 61 TAKE OFF DIST AVBL (TODA):
 62 ACLT STOP DIST AVBL (ASDA):
 63 LNDG DIST AVBL (LDA):

110 REMARKS:

- A 110-005 ULTRALGT ACFT NA EXCEPT PPR - AMGR.
- A 110-007 LOW LVL VFR HEL, WILDLIFE & BIRDS ON & INVOF ARPT.
- A 110-008 HEL RUN ON LNDG NA.
- A 110-009 RWY 15 HAS UNLGTED OBSTNS PRESENT IN THE APCH DUE TO 52 FT TREES 1960 FT BFR AER.
- A 110-010 LNDG FEE: CTC ARPT OR CK ARPT WEBSITE FOR DTLs, EXEMPTIONS.

111 INSPECTOR: (S) 112 LAST INSP: 08/19/2025 113 LAST INFO RES:

ITEM 7.H

Advertising Funding from Experience Kissimmee for Kissimmee Gateway Airport

Request

Approval to accept advertising funding in the amount of \$30,000 from Experience Kissimmee for Kissimmee Gateway Airport (Grant # Ad FY26).

Explanation

Experience Kissimmee is offering a grant to fund an advertising program by and for the Kissimmee Gateway Airport, in the amount of \$30,000 for FY 2026. Funds will be used to advertise to the corporate and leisure travel market, the flight training and aircraft maintenance market, and the aviation economic development market.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070103-504901	N/A	Increase	30,000	30,000
47000337-337410	N/A	Increase	30,000	30,000

Financial Summary:

The total amount of \$30,000 will go towards advertising the airport and its businesses.

Recommendation

Approval to accept advertising funding of \$30,000 from Experience Kissimmee for Kissimmee Gateway Airport.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):

1. (S) Aid to Private Organizations Agreement-EK Grant-25-26

Aid to Private Organizations Agreement

Company Legal Name (“Organization”): Kissimmee Gateway Airport – City of Kissimmee
Organization Address: 401 Dyer Blvd., Kissimmee FL 34741
Organization Primary Contact Name: Mike Steigerwald, City Manager
Organization Primary Contact E-Mail: msteiger@kissimmee.org
Organization Contact Phone Number: 407-518-2306

Short General Description of Project (“Project”): Kissimmee Gateway Airport Destination Marketing Agreement

Start Date: October 1, 2025 **End Date:** September 30, 2026

Payment Amount and Schedule of Payments: Experience Kissimmee shall award the City of Kissimmee \$30,000.00. The entire award amount shall be due within thirty (30) days of the City’s submission of and Experience Kissimmee’s approval of a marketing and advertising plan but not prior to October 1, 2025.

Key Performance Indicators (“Key Performance Indicators” or “KPI”) to be Reported to Experience Kissimmee and timing: Quarterly reports are due:

Q1 – October 1 – December 31; report due **January 1, 2026**

Q2 – January 1 – March 31; report due **April 1, 2026**

Q3 – April 1 – June 30; report due **July 31, 2026**

Q4 – July 1 – September 30; report due **October 31, 2026**

Reports are to include:

- Return on Investment of advertising funded by Experience Kissimmee.
- Approximate number of Osceola County room nights booked by businesses located in the Airport for its transient customers and clients.
- A report of monthly visits to the Organization’s website attributable to the advertising displayed at the Organization or on its website, and total monthly “click-thrus” from the Organization’s website.

Experience Kissimmee Marks/Materials to be used, description of use and timing:

- The Organization's website shall prominently feature the Experience Kissimmee logo on the home page with text inviting viewers to visit www.ExperienceKissimmee.com for additional information.
- All marketing and advertising materials funded by Experience Kissimmee shall include its logo and be approved by Experience Kissimmee prior to insertion.

**Osceola Convention and Visitor's Bureau,
Inc. d/b/a Experience Kissimmee**

By: _____
Signature: DT Minich
Print Name: DT Minich
Title: President & CEO
Date: 10-1-25

Organization

By: _____
Signature: _____
Print Name: _____
Title: _____
Date: _____

Terms and Conditions

This Aid to Private Organizations Agreement (“agreement”) is entered into between Osceola Convention and Visitors Bureau, Inc. d/b/a Experience Kissimmee (“**Experience Kissimmee**”) and **Organization**. Experience Kissimmee and Organization are together the “**Parties**” or singularly a “**Party**”.

1) Duties

- a) Experience Kissimmee and Organization shall carry out the duties and obligations described in, and assigned to them, in the statement of work (“Statement of Work” or “SOW”).
- b) The Statement of Work forms a material part hereof and is incorporated herein fully by this reference.
- c) The Primary Contact identified in the SOW shall have sufficient authority to make decisions required under this agreement without resort to secondary authority.
- d) Organization shall provide to Experience Kissimmee proofs of all materials, advertisements, promotional materials, promotional videos, swag, collateral and the like that are intended to incorporate Experience Kissimmee intellectual property. Organization shall also provide a reasonable description of the intended use, channels of distribution and the like of same. Experience Kissimmee shall, in its sole discretion, review and approve, or disapprove, such. Subsequent to distribution/display, Organization shall provide proof of publication, use, distribution count, impressions and/or the like and other information as Experience Kissimmee shall reasonably require.

2) Payment

- a) As a condition to any payment by Experience Kissimmee, Organization shall:
 - i) Supply proof of performance as Experience Kissimmee may reasonably specify;
 - ii) Supply the required key performance indicators;

3) Term

- a) This agreement is effective as of the date of last signature affixed to the Statement or Work.
- b) This agreement shall commence on the “Start Date” specified in the SOW.
- c) This agreement shall end, except as otherwise provided herein, on the “End Date” specified in the SOW.

- d) The terms of this agreement which by their nature should survive the termination or expiration of this agreement will survive and be binding on the parties, including but not limited to sections 4 and 6.

4) Intellectual Property

- a) Experience Kissimmee grants to Organization from the Start Date to the End Date a non-exclusive, revocable, limited, royalty-free, and non-transferable license to use (i) Experience Kissimmee's trademarks, service marks, trademarks, and the like specifically designated by Experience Kissimmee in the SOW (collectively, "**Experience Kissimmee Marks**") and Experience Kissimmee's images, photographs, videos, and other copyrightable materials specifically designated by Experience Kissimmee in the SOW (collectively "**Experience Kissimmee Materials**", and together with the Experience Kissimmee Marks, the "**Experience Kissimmee IP**"), solely as necessary for use in the project described in the SOW. Organization shall use Experience Kissimmee IP in accordance with any trademark or other usage guidelines that Experience Kissimmee may communicate to Organization from time to time. Consistent with section 1(e), Organization shall submit examples of all proposed uses of the Experience Kissimmee IP to Experience Kissimmee for Experience Kissimmee's prior written approval in each instance. All uses of the Experience Kissimmee Marks, and all goodwill associated therewith, will inure solely to the benefit of Experience Kissimmee. Organization shall not use, register, or attempt to register any mark that is infringing, confusingly similar to or incorporates any of the Experience Kissimmee Marks. Organization acknowledges and agrees that Experience Kissimmee retains exclusive ownership and rights in the Experience Kissimmee IP.
- b) Other than as specified in the SOW and this section, the Parties each retain exclusive ownership and rights in their intellectual property, including without limitation, their trademarks, service marks, and commercial symbols as well as all associated moral rights. Further, Organization stipulates and agrees that the Experience Kissimmee Marks are valid, incontestable and not subject to collateral attack with the US Patent Trade Office, or any other similar body.

5) Termination

- a) This agreement may be terminated prior to the "End Date" as follows:
 - i) Either Party may terminate if the other fails to perform a material obligation required hereunder after thirty (30) days written notice to cure (which may be email);
 - ii) Either Party may terminate immediately if the other Party is insolvent or files or has filed against it any proceeding in federal or state court seeking insolvency protection or debtor relief;
 - iii) Either Party may terminate immediately if the other Party infringes on the intellectual property of the terminating Party or a third party, or acts in excess of the limited intellectual property license afforded to it under this agreement;

iv) Experience Kissimmee may terminate immediately if the Organization's reputation falls into disrepute or becomes inconsistent with the image or reputation of Experience Kissimmee; and,

v) Experience Kissimmee may terminate for convenience on 30 days written notice (which may be by email).

b) Termination pursuant to sections 5(a)(i)-(iv) will entitle the terminating Party to recover its damages; however, nothing in this agreement will prejudice the rights of the Parties to also seek temporary or permanent equitable relief. In the event of termination pursuant to section 5(a)(v), Experience Kissimmee's payment contemplated in the SOW will be presumed to be *pro rata* to the effective date of termination.

6) Confidentiality

a) The terms of this agreement are confidential to the extent that Florida public record laws allows. In addition, the Parties each may provide to the other certain confidential information. When the providing Party designates information as confidential, or if the receiving Party has a reasonable basis to believe that information is confidential or should be treated as confidential, then the receiving Party shall maintain its confidentiality by not disclosing that information. Information designated confidential or reasonably implied to be confidential will only be used in a manner consistent with the reason for its being provided to the receiving Party.

b) Regardless of the designation of information as confidential, information exchanged by the Parties shall not be considered confidential when it (i) is publicly known; (ii) is received from another source who can lawfully disclose such information without a duty to maintain its confidentiality; (iii) is already known by the receiving Party prior to receiving such information from the disclosing Party; or (iv) is independently developed, each of (i) through (iv) without breach of this agreement. Further, information shall not be deemed confidential, regardless of designation, when required to be disclosed by federal, state or local law, regulation or rule, or because of directive, subpoena or order issued by an authority possessing competent jurisdiction to require its disclosure. The Parties may share confidential information with their affiliates, related entities and/or professionals hired to provide services to a party so long as they agree to maintain the confidentiality of the information. Notwithstanding the foregoing, Experience Kissimmee may in its sole discretion release this agreement (i) when prudent to do so in voluntary response to a request for public records even though Florida's Public Records Act does not apply to Experience Kissimmee, or (ii) otherwise as required by contract or as Experience Kissimmee deems appropriate.

c) Within ten days of the termination of this agreement, all confidential information shall be returned to the disclosing party. Should returning such information be impracticable, then the receiving Party shall destroy the information and provide written confirmation of its destruction to the disclosing Party. Nothing in this agreement shall require the receiving Party to return or destroy confidential information when prohibited by applicable law or regulation.

- d) The receiving Party shall maintain all confidential information in a manner no less secure than it maintains its own confidential information, but in any event, no less secure than commercially reasonable taking into account the nature and sensitivity of the information, the damage that would arise (including without limitation, reputational damage) should such confidential information be improperly disclosed, and the cost of remediating a breach of confidentiality, including without limitation, the cost of notice, litigation arising from a breach and third-party damages, if any. Organization will comply with all data protection laws, rules and regulations, including without limitation the Federal Trade Commission Act, the European Data Protection Regulation and the California Consumer Protection Act and comply with such data security standards as applicable.
- e) In the event of a data breach or similar event where Experience Kissimmee's data or other confidential information in the possession of Organization is improperly accessed or obtained, used, lost, or becomes the subject of malware or ransomware, the Parties shall reasonably cooperate to remediate such event and provide notice as and if required by applicable law, rule or regulation. Organization shall bear the cost of its own remediation, notice, defense and indemnity as well as that of Experience Kissimmee. Insurance coverage limits by Organization's insurer shall not serve to limit Organization's liability. Experience Kissimmee shall have the right to control its own defense and to choose its own counsel. Likewise, Experience Kissimmee shall have the right to control all communication and notices that may be useful, necessary or required related to or arising from such an event, at Organization's cost. Organization shall promptly notify Experience Kissimmee, but in any event, in less than seventy-two hours following discovery of such an event as generally described in this section.

7) Exclusivity

- a) Unless otherwise specified in the SOW, Organization shall not engage in activities that are in competition with Experience Kissimmee during the term of this agreement.
- b) Unless otherwise specified in SOW, Experience Kissimmee may continue to carry out its operations as it sees fit which may be in competition with Organization and the Project.

8) Independence

- a) The actions to be taken under this agreement by Organization and Experience Kissimmee shall be independent of the other and not taken as an employee, agent, partner, joint venture, subsidiary or parent of the other. The Parties acknowledge that they are independent entities, are not attorneys-in-fact of the other, are not agents of the other, and are not allowed to incur any obligation on the other's behalf. The Parties shall not hold the other out as an agent, legal representative, partner, subsidiary, joint venture or employee of the other and shall not indicate or suggest that they are related or the same entities.

- b) Except as generally required to carry-out the purpose and timing of the actions set-out in the SOW, each Party shall control the conditions, time, details, and means by which it performs its obligations under this agreement.
- c) Neither Party shall have the right to inspect the work of the other except solely for the purpose of determining whether the work is being completed according to the SOW.
- d) Neither Party is eligible for and shall not receive any employee benefits from the other Party. Each Party is solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to its business.

9) Indemnification

- a) Organization shall defend, indemnify, and hold harmless the Experience Kissimmee Indemnified Parties, from and against all claims, suits, fines, liabilities, damages, losses and cost, including but not limited to, reasonable attorneys' fees, arising indirectly or directly, in part or solely by Organization's conduct, including but not limited to damage to the property or injury to a person. Organization covenants and warrants that it and all of its agents, vendors, servants, employees, and contractors will use due care and diligence in all of their activities and operations authorized by this agreement. In addition, Organization will defend, indemnify and hold harmless the Experience Kissimmee Indemnified Parties against any action, claim, or damages related or arising from (i) Organization's alleged violation of the intellectual property rights of a third party, and (ii) marketing ads, offerings or services provided by Organization including without limitation their associated contracts.
- b) For purposes of this section, "**Experience Kissimmee Indemnified Parties**" means Experience Kissimmee, its predecessors, successors and assigns, its directors, officers, agents, employees, contractors and subcontractors, and the directors, officers, agents, and employees of each of them as well as their assigns, its directors, officers, agents, employees, contractors and subcontractors, and the directors, officers, agents and employees.

10) Insurance

- a) Organization shall maintain insurance with coverage types and amounts that are reasonable under the circumstances including the indemnification requirements of §9 hereof.
- b) In addition to the requirements of § 10(a), above, Organization shall have and maintain those coverages in the amounts specified (if any) in SOW.
- c) Available insurance coverage will not serve to limit liability that may arise under this agreement. Organization shall name Experience Kissimmee as additional insureds.

Upon Experience Kissimmee's request, Organization shall provide Experience Kissimmee with a certificate of insurance from Organization's insurer evidencing the insurance coverage specified in this agreement. Organization shall provide Experience Kissimmee with 30 days' advance written notice in the event of a cancellation or material change in Organization's insurance policy. Except where prohibited by law, Organization shall require its insurer to waive all rights of subrogation against Organization and Experience Kissimmee.

11) Reporting, Books, Records

- a) Organization shall provide Experience Kissimmee with monthly or quarterly Project updates, the content, form, and frequency of which will be specified by Experience Kissimmee from time to time.
- b) The Parties expressly agree that Experience Kissimmee shall have, upon notice, access to all books, records and accounts of Organization relating to this agreement. Organization shall cooperate to provide such additional financial information relating to the Project and this agreement as requested by Experience Kissimmee from time to time, including but not limited to timely and prompt responses to all requests from Experience Kissimmee and its auditors.
- c) Likewise, Organization shall provide access to all data, information, books, records, materials and the like that Experience Kissimmee shall specify so as to permit Experience Kissimmee to audit and independently verify the key performance indicators set out the SOW.

12) General

- a) The Parties shall not assign this agreement or any rights or obligations hereunder, without prior written consent of the other Party.
- b) Organization shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, both foreign and domestic, relating to Organization's obligations under this agreement.
- c) This agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument. The Parties stipulate, agree, and acknowledge the mutual negotiation of this agreement's terms.
- d) This agreement, including and together with the SOW, is the sole and entire agreement of the Parties concerning the subject matter contained in this agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Unless the subject of another written contract, no other warranties, promises or agreements, express or implied exist between the Parties.
- e) In the event the Terms and Conditions, and the SOW are in conflict, then the terms of the SOW shall first control, then the Terms and Conditions shall control. In any event, where

at all possible, the SOW and the Terms and Conditions shall be read to understand their intent and then read to harmonize their requirements and only when the Parties manifest a clear intent to modify and amend the terms of the inferior document will they be amended.

- f) Any notices required under this agreement must be in writing and sent to the Organization's mailing address or email address set forth in SOW. As to Experience Kissimmee, notice shall be sent to the address or email addresses set forth in this section, below. If emailed, the notice shall be deemed received on the same day if the sending party receives no notice of delivery failure and the email is coupled with a copy sent via U.S. Postal Service, 1st class postage pre-paid. If only mailed, the notice must be sent certified mail, return receipt and shall be deemed received three business days after mailing. If sent via third party overnight courier, signature must be required upon receipt and the notice shall be deemed received on the date signed for. Notice to Experience Kissimmee must be sent to (unless otherwise specified by Experience Kissimmee):

Osceola Convention and Visitors Bureau, Inc.
d/b/a Experience Kissimmee
Attn: Melissa Vallejo, Director of Community Engagement
215 Celebration Place
Suite 200
Celebration, Florida 34747
Email: MVallejo@experiencekissimmee.com

- g) 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*.
- h) **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.
- i) 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.
- j) 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.
- k) The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

- l) 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.
- m) 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.

* * *

Statement of Work

Additional Terms not Contained in the Agreement:

I. ORGANIZATION OBLIGATIONS.

- A. The Organization will develop a one (1) year marketing and advertising plan to include, but not limited to print and online advertising to attract visitors to Osceola County. The plan will be presented to the EK President/CEO for approval within thirty (30) days of the execution date of this Agreement.
- B. The Organization's website, www.flykissimmee.com, shall prominently feature the EK logo on the home page with text inviting web viewers to visit www.ExperienceKissimmee.com for additional information and lodging reservations.
- C. All marketing and advertisements shall be approved by EK prior to insertion.
- D. The Organization will seek to demonstrate a Return on Investment (ROI) for advertising funded by EK to include but not limited to:
 - 1. A monthly report detailing the approximate number of Osceola County room nights booked by businesses located at the Organization for its transient customers and clients. This measurement will by no means capture the true number of the Organization users choosing to stay in Osceola County hotels as many users will book rooms on their own prior to traveling to Osceola County.
 - 2. A report of the monthly visits to the Organization's website attributable to the advertising displayed at the Organization or on its website, and the total monthly "click-thrus" from the Organization website to the EK website.
- E. The Organization will provide a copy of all expenses incurred for marketing, advertising and advertisement development.
- F. The Organization will give Experience Kissimmee the option of participating in monthly marketing conference calls to gain better synergy on marketing efforts.
- G. The Organization will give Experience Kissimmee the option of attending the Organization's After-Hours Events.

II. EXPERIENCE KISSIMMEE OBLIGATIONS.

- A. Experience Kissimmee will assist the Organization by hosting educational and informational sessions for airport tenants regarding the purpose of Tourist Development Tax, the importance of data collection and destination education.
- B. Experience Kissimmee will include Organization information on www.ExperienceKissimmee.com, related Experience Kissimmee websites and collateral distributed to visitors as deemed appropriate by Experience Kissimmee.

ITEM 7.I

Off Duty Management (Law Enforcement Off-Duty Management Scheduling and Billing Contract)

Request

The Police Department requests approval to transition from our current off-duty management program, Power Details, and contract with a new detail management vendor, Off Duty Management (Contract #20260022).

Explanation

The Police Department's current off-duty management program, Power Details, costs approximately \$6,800 per year. Power Details is an app-based program that manages the scheduling and billing of law enforcement off-duty employment. The individual off-duty jobs are input into the system by department employees, and the vendors are ultimately billed through the Finance Department. The City is also responsible for the collection of any past due accounts.

The proposed vendor, Off Duty Management, does not have an annual fee. Off Duty Management's revenue is derived from a 10% fee, based on the hourly billing rate, paid by the individual vendors. The 10% fee is waived for details paid directly by the City of Kissimmee. Off Duty Management has a similar app-based program. However, their customer service department handles a large majority of vendor contacts and account set-up. In addition, Off Duty Management handles all billing and collections. Off-Duty Management pays the City of Kissimmee biweekly for the detailed hours the officers have worked, prior to collection from the vendors. The officers are then compensated through payroll. Off Duty Management absorbs any losses from vendors who fail to pay invoices.

Off Duty Management has a current Sourcewell Contract, #030425-OFF, that has been reviewed and approved by the Procurement Division and the Police Department's Legal Advisor. In addition, the Finance Department and Information Technology have reviewed and approved the Police Department's transition to Off Duty Management.

Recommendation

Approve vendor contract with Off Duty Management for off-duty detail management, billing, and collections.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. (S) Off Duty Management Contract

PARTICIPATING ENTITY ADDENDUM TO SOURCEWELL CONTRACT # 030425-OFF WITH OFF DUTY MANAGEMENT, INC. (HEREINAFTER "VENDOR") AND VENDOR'S SERVICES AGREEMENT (HEREINAFTER "PARTICIPATING ENTITY ADDEDNUM")

WITNESSETH

WHEREAS, the City of Kissimmee's (hereinafter "City") is in need management services for the scheduling, reporting, and invoicing and collecting payments for external requests for off-duty officers of the Kissimmee Police Department's (hereinafter "KPD") as further described in Exhibit A, "Statement of Work"; and

WHEREAS, Pursuant to the City's Purchasing Manual, the City may procure goods and services from bid or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, Pursuant to a competitive bidding and selection process, RFP 030425, Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota of which the City is a "Participating Entity", awarded the bid to Vendor and subsequently entered into Contract Number 030425-OFF (hereinafter referred to as "Master Agreement," which is incorporated herein by reference);

WHEREAS, Article 1, Section 3 of the Master Agreement states, "Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities);" and

WHEREAS, Article 1, General Terms of the Master Agreement states, "Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms;" and

WHEREAS, City, a Participating Entity (Sourcewell Account # 44339), intends to access the Master Agreement and its terms, but seeks to add additional terms and conditions, that are not addressed in the Master Agreement, via this Participating Entity Addendum to add clauses required by state law and specific local policy requirements; and

WHEREAS, Vendor and the City (collectively hereinafter the Parties") have determined that it is economically advantageous and in the best interest of the Parties to enter into this Agreement to provide the services described in Exhibit A, "Statement of Work"; and

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which is hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Participating Entity Addendum, the Master Agreement, the Statement of Work, Vendor's Services Agreement, the Human Trafficking Affidavit, and any subsequent duly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are

incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Participating Entity Addendum, the Master Agreement, the Statement of Work, Vendor's Services Agreement, the Human Trafficking Affidavit, in that order.

Upon execution of this Agreement, all references made to "Participating Entity" and, in Sections 13, 16 and 17 of Article II, all references made to "Sourcewell" in the Master Agreement will be interpreted as pertaining to the "City of Kissimmee," "City," and "City of Kissimmee Commissioners," all references made to "Supplier" in the Master Agreement will be interpreted as pertaining to Vendor and all terms and conditions of the Master Agreement not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the word "Participating Entity" appears, it will be read as "City of Kissimmee," "City," and "City of Kissimmee Commissioners" and wherever the word "Supplier" appears, it will be read as "Vendor."

3. **TERM.** The term of this Agreement shall begin upon execution and continue through July 17, 2029 the date of expiration of the first renewal term of the Master Agreement. This agreement shall be automatically extended if the Master Agreement is extended.
4. **PAYMENT.** City is a local governmental entity subject to the Local Government Prompt Payment Act, §218.70, *et seq.*, Fla. Stat. and payment by City and interest imposed by Vendor shall be made in compliance with said Act.
5. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
6. **FEDERAL AND STATE TAXES.** The City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the City will provide an exemption certificate to the Vendor.
7. **NOTICE.** Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee Charles Broadway Chief Kissimmee Police Department 8 N. Stewart Avenue Kissimmee, FL 34741

8. **LIABILITY.** Section 8.5 of Exhibit B, Vendor's Services Agreement, is hereby deleted.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes.

Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of City for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between the Parties that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
11. **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.
12. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

13. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
14. **DISCRIMINATORY VENDOR LIST.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
15. **PUBLIC RECORDS.** Vendor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Vendor shall keep and maintain public records required by City to perform the service.

If Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the City's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- a. If City's Custodian of Records requests records from Vendor, Vendor shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to City.
- c. Upon completion of the Agreement, Vendor shall transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

16. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit B signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.
17. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT.** Vendor represents and certifies that it and its applicable subcontractors do not and will not use 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, as such terms are used in 48 CFR Sections 52.204-24 through 52.204-26. By executing this Agreement, Vendor represents and certifies that Vendor and its applicable subcontractors must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for City for the entire duration of this Agreement. If Vendor is notified of any use or provisions of such covered telecommunications equipment, system, or services by a subcontractor at any tier or by any other source. Vendor must promptly report the information in 40 CFR Section 52.204-25(d)(2) to City.
18. **SECURITY BREACH.** Vendor acknowledges that it is a covered entity as defined by Section 501.171, Florida Statutes and shall comply with any record disposal procedures and, if applicable, notices required by Section 501.171, Florida Statutes. Additionally, if the City is required to provide any notice required by Sections 282.3185 or 501.171, Florida Statutes, as a result of a "cyber security incident" as defined by Section 282.0041 or "breach of security" as defined by Section 501.171, Florida Statutes, Vendor shall provide as soon as reasonably possible City with all necessary information (hereinafter "such information") for City to make any notices or to produce any after action report required by those statutes.
19. **FOREIGN COUNTRY OF CONCERN.** Vendor represents and warrants that it is not an entity that gives or will give access to an individual's personal identifying information in violation of Section 287.138, Florida Statutes.
20. **CONFIDENTIALITY.** Notwithstanding Section 4 of Vendor's Services Agreement, Vendor understands that City is a public entity subject to the public records laws of the State of Florida. Vendor shall identify specifically any information contained in this Agreement or that City receives from Vendor during the term of this Agreement, which Vendor considers confidential and/or proprietary and which Vendor believes to be exempt from disclosure to the public under applicable law, citing specifically the applicable exempting law. A generic notation that information is "confidential" is not sufficient. Failure to provide the Custodian of Public Records at 407-518-2308, Cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741 with a detailed explanation and justification including statutory cites and specific reference to this Agreement or other information that City receives from Vendor during the term of this Agreement detailing what provisions, if any, Vendor believes are exempt from disclosure, may result in public disclosure of such records in accordance with Chapter 119 of the Florida

Statutes. Vendor will upon the request of City, at City's discretion, defend City and its employees, advisors, agents, and elected and appointed officials against all claims and actions whether or not a lawsuit is commenced related to Vendor's designation of material as confidential or exempt from public disclosure. Vendor shall indemnify and hold harmless City and its employees, advisors, agents and elected and appointed officials from any and all claims, actions, suits, judgements, fines, costs, fees including attorneys' fees, related to Vendor's designation of material as confidential or exempt from public disclosure. Nothing herein shall be deemed to preclude City from exercising its own judgment regarding the disclosure of records and City may take any action that City in good faith believes is necessary for City to comply with federal and/or Florida public records laws, including but not limited to filing a declaratory action.

21. **REIMBURSEMENT OF TRAVEL EXPENSES.** City's reimbursement of Vendor for any reasonable travel expenses, including meals, lodging, and transportation, actually incurred in connection with this Agreement shall be limited to the permissible amounts for those travel expenses set forth in in Florida Statutes section 112.061.

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

CITY:

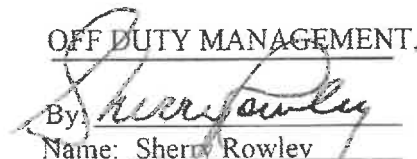
CITY OF KISSIMMEE,
a Florida municipal corporation

By: _____
Jackie Espinosa
Mayor

Date: _____

VENDOR:

OFF DUTY MANAGEMENT, INC

By: 
Name: Sherry Rowley
Title: Chief Executive Officer
(As Authorized Agent)
Date: September 8, 2025

Title of Attached Agreement: Sourcewell Contract # 030425-OFF (incorporated by reference only, not attached), Scope of Work, Scope of Work, Off-Duty Management, Inc.'s Services Agreement

EXHIBIT A
STATEMENT OF WORK

EXHIBIT A STATEMENT OF WORK

Scope of Services

ODM will manage all external Customer requests for the off-duty Officers outside employment services as of ODM's publication of the first Assignment. ODM will manage the following for Agency in connection with the Assignments:

- Scheduling
- Provide weekly reporting on actual officer hours worked
- Invoicing/collections

Policies/Procedures

- ODM will comply with all applicable Agency Policies.
- ODM will coordinate with Agency should there be any questions regarding a Customer or Assignment.
- Agency will modify its existing Agency Policies to incorporate ODM management and administration.

Rates and Fees

- ODM will provide weekly reports on actual hours worked by the officers and total weekly hours worked for the agency.
- ODM will pay the City of Kissimmee weekly for total off-duty hours worked by officers from Kissimmee PD at the established rates of the "Pay Rates" table below .
- One cumulative sum will then be distributed to the city weekly to process all officer pay and city administration fees accordingly.
- City of Kissimmee will pay their officers internally every two weeks. The City will maintain the responsibility to calculate and pay officers according to internal payroll standards for off-duty work at their established rates.

Pay Rates

Type	Hourly Rate	Notes
Regular	\$62	
Traffic	\$62	
Supervisor	\$67	
Holiday*	\$71 – Officer \$76 - Supervisor	
Emergency**	N/A	

* The holiday rate will apply to the following days: New Year's Eve., New Year's Day, MLK Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day.

Agency Administrative Fees

- Agency Administrative fee is \$7 per hour. Agency Administrative fees on designated Holidays is \$7 per hour.
- Agency vehicle fees will be sent to the city finance department weekly via ACH.
- Agency is responsible for carrying collision insurance on any Agency vehicles used in connection with an Assignment.

Customer Fees

- Officer hourly pay rates plus 10% ODM administrative fee per hour.

Scheduling

Assignment Selection

- Assignments will be pushed out to Officers via OfficerTRAK® to their mobile devices once received and approved by Agency.
- Officers will select and work shifts based on seniority for first 2 rounds, then first-come/first-served thereafter.

Minimum and Maximum per Shift Work

- 4 hours minimum per Assignment.
- Officers are limited to work a combined (Agency/off-duty) total of 16 hours combined per day (monitored by Agency).

Minimum Job Notification

- 72 hours prior to shift start required for Assignments.
- If a request is received fewer than N/A hours prior to Assignment, the emergency pay rate goes into effect.

Agency Assignment

- Requests submitted through Agency's website will default to that Agency in OfficerTRAK®, regardless of location.
- The following agencies will serve as backups for Agency, and Agency must have an agreement with such agencies relating to the same:
 - TBD
 - TBD
 - TBD

Insurance Coverages

- ODM will provide insurance coverage as set forth in the Agreement.

OfficerTRAK® Software

- Officers working for Customer will be required to use the OfficerTRAK® mobile app.
- Agency will be provided access to OfficerTRAK® to view Assignments requested through Agency.
- ODM will provide Agency access to OfficerTRAK® software to create and manage Internal Assignments only (limited to Agency and city Assignments). Assignments and ODM will be viewed by Officers in the same app. ODM will maintain Officer information for both databases.
- Agency will create a web page with a link to OfficerTRAK® for Customers to request service online.

OfficerTRAK® Training

ODM will provide the following training to Agency and Officers:

Onsite

- Administrators – training guides and onsite training
- Officers – training guides, practice jobs, and onsite training

EXHIBIT B
VENDOR'S SERVICES AGREEMENT



OFF DUTY MANAGEMENT

Built By Officers For Officers

Services Agreement

Sourcewell Contract #051321-OFF, Public Safety Software

This Services Agreement ("Agreement") is entered into as of _____, 2025 (the "Effective Date") and is between OFF DUTY MANAGEMENT, Inc., a Texas corporation, with offices located at 1906 Avenue D, #200, Katy, Texas 77493 ("ODM") and KISSIMMEE POLICE DEPARTMENT, with offices located at 8 North Stewart Street ("Agency"). ODM and Agency are sometimes individually referred to herein as "Party" and collectively as the "Parties."

In consideration of the reciprocal promises, covenants, and agreements contained in this Agreement, and for other good and valuable consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties hereby agree as follows.

1. Services

1.1 Sourcewell Cooperative Contract #051321-OFF, Public Safety Software

The client engages contractor to provide the following goods and/or services: Public Safety Software in accordance with the terms and conditions of the Sourcewell Cooperative Contract Number 051321-OFF, the attached Statement of Work (Exhibit A), and this Standard Contract. The client will have all rights and remedies available to Sourcewell as set forth in Contract Number 051321-OFF.

1.2 Statement of Work and the Services. ODM shall perform, at its sole expense, the support services for the coordination, management, and provision of Agency's off duty uniformed officer ("Officers") outside employment services (the "Services") to third-party customer ("Customers") as described in this Agreement and the statement of work attached hereto and incorporated herein as Exhibit A ("Statement of Work"). ODM shall provide the requisite employees, agents, and independent contractors (collectively, "Staff") and resources necessary to provide Agency with the Services.

1.3 Invoicing and Payment. Agency acknowledges that ODM will charge Customers the officer's pay rate plus an administrative fee per assignment with a Customer (each, an "Assignment") as specified in the Statement of Work and any applicable sales tax if required by any state or local taxing authority. ODM reserves the right to require Customers to either prepay or pay by credit card for the Assignment, including any applicable administrative fee and sales tax. Customer shall pay ODM's invoice within thirty (30) days after the date that Customer receives such invoice. An overdue payment charge of 1.5% per month may be imposed by ODM on all past due, undisputed balances. Where state law mandates a lower past due payment charge, the overdue payment charge shall be lowered to the highest rate that is legally permitted. If payment of such unpaid, past due, and undisputed amounts is not promptly received in accordance with the terms hereof, then ODM will have the option to terminate services with Customer following ODM's provision of at least two (2) days' notice to Customer. For Customers paying by credit or with a debit card, there will be an additional 3.0% bank fee assessed. ODM may change the administrative fee it charges to Customers annually on thirty (30) days' notice to Customers and Agency.

1.4 Permits and Licenses. ODM shall obtain and maintain, at its sole expense, all necessary permits, licenses, and government approvals needed to perform its obligations under this Agreement. To the extent possible and requested by ODM, Agency shall provide reasonable assistance in obtaining such permits, licenses, and government approvals.

1.5 Business Name. ODM shall conduct business under its own name. ODM shall not use Agency's name in providing the Services.

1.6 ODM's Judgment. ODM shall determine the specific time and manner in which the Services are performed pursuant to this Agreement, and the resources that are used to perform such Services. Agency shall have no authority to direct the day-to-day activities of ODM or any of ODM's Staff. Agency retains sole authority and responsibility for Officers' behavior when working off-duty for a Customer on an Assignment.

2. Term and Termination

2.1 Term. This Agreement commences on the Effective Date and shall continue in full force and effect until terminated in accordance with Section 2.2 (the "Term").

- 2.2 Termination. Either Party may terminate this Agreement for convenience and without cause, at any time, by giving the other Party thirty (30) days advance written notice designating the date of termination. Each Party may terminate this Agreement if the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach from the other Party.

3. Relationship

- 3.1 Agency and ODM agree that neither Party has the authority to bind or make any commitment on behalf of the other, nor are any of either Party's employees entitled to any employment rights or benefits of the other Party.
- 3.2 Nothing herein shall be deemed or construed to create a joint venture, partnership, agency, or employer/employee relationship for any purpose.
- 3.3 Agency is interested in the end results to be achieved by this Agreement, and ODM shall have full power and authority to select the means, manner, mode, and methods of performing the Services hereunder, subject to compliance with performance and quality control standards mutually agreed to by the Parties.
- 3.4 ODM shall be solely responsible for paying the wages or other compensation of its Staff and all related withholding taxes, workers' compensation insurance, and other obligations pertaining to its Staff.

4. Confidential Information

- 4.1 Definition of Confidential Information. Any non-public information disclosed by either Agency or ODM (in such capacity, the "Disclosing Party") to the other Party (in such capacity, the "Receiving Party") and marked as "Confidential," or any other non-public information the confidential nature of which is reasonably obvious from the content of the information and context of the disclosure (collectively, "Confidential Information") shall be treated by Receiving Party as confidential information of the Disclosing Party. The Confidential Information includes, but is not limited to, personal, consumer, customer, Agency, or employee information; business plans, marketing information, cost estimates, forecasts, bid and proposal data, or financial data; and formulae, products, processes, procedures, programs, inventions, systems, and designs of the Disclosing Party.
- 4.2 Ownership and Use. The Receiving Party acknowledges that all Confidential Information remains the property of the Disclosing Party. The Receiving Party agrees not to use any Confidential Information for any purpose except to perform its obligations under this Agreement. The Receiving Party shall keep all Confidential Information in confidence and shall not disclose any Confidential Information to any third party without the prior approval of the Disclosing Party. Such obligations do not apply to information that (i) is or hereafter becomes generally known to the public without any breach of this Section 4 by the Receiving Party; (ii) is hereafter furnished to the Receiving Party by a third party without restriction on disclosure; (iii) is independently created by the Receiving Party without usage of the Disclosing Party's Confidential Information; or (iv) was known by the Receiving Party prior to its disclosure by the Disclosing Party; or (v) is subject to the Florida Public Records Law, Chapter 119 Florida Statute.
- 4.3 Compelled Disclosure. In the event the Receiving Party becomes or may become legally compelled to disclose any Confidential Information (whether by deposition, interrogatory, request for documents, subpoena, civil investigative demand or other process, the requirements of any exchange on which the securities of such Party are listed, or otherwise), the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement (unless legally prohibited) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement.
- 4.4 Protection. ODM will implement and maintain commercially reasonable physical, technical, and administrative measure for Agency's Confidential Information in the possession, custody, or control of ODM in order to (i) safeguard the security and confidentiality of the Confidential Information; (ii) protect against anticipated threats or hazards to the security or integrity of such Confidential Information; and (iii) protect against unauthorized access to or use of such Confidential Information. ODM has established and will follow procedures for all employees with access to Agency's Confidential Information to protect the privacy of such information. At a minimum: (a) ODM shall not transmit Agency's Confidential Information across unsecured communication channels and shall use commercially reasonable efforts to ensure that all Agency's Confidential Information, whether in transmission or storage, is secured against unauthorized access and/or distribution through encryption, authentication, and robust access, distribution, and replication controls; (b) ODM shall implement security assessment tools to monitor the system resources and security controls; (c) ODM shall implement and maintain detection and intrusion response and recovery plans for monitoring potential unauthorized access to its systems and shall maintain regularly updated anti-virus and spyware software on all computers (laptops, desktops, servers, etc.) connected to its network; and (d) ODM shall implement and maintain security alert mechanisms to generate alerts on attempted breaches and attacks that could compromise the integrity of Agency's Confidential Information.
- 4.5 Security. ODM will notify Agency as soon as possible in the event ODM believes or has reason to believe that either a loss of Agency's Confidential Information or a security breach relating to the same has occurred and will provide Agency any available information relating to the breach.

- 4.6 **Return.** Within five days following the earlier of (i) the request of the Disclosing Party; or (ii) the expiration or termination of this Agreement, the Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party's instruction, destroy) all of the Disclosing Party's Confidential Information. If the Disclosing Party requests destruction, such Confidential Information must be destroyed by modifying, shredding, erasing, or otherwise making the information unreadable or undecipherable. Notwithstanding the foregoing, the Receiving Party may retain copies of the Disclosing Party's Confidential Information if required by applicable law, regulation, or bona fide records retention policy, subject to the ongoing obligations of nondisclosure and nonuse herein in accordance with the terms hereof. In addition, the Receiving Party shall not be required to return or destroy any documents or information to the extent the same have been backed up in accordance with the Receiving Party's backup of its systems.
- 4.7 **Injunctive Relief.** The Parties acknowledge that the Disclosing Party may not have an adequate remedy at law in the event of any breach or threatened breach of this Section 4 pertaining to the Disclosing Party's Confidential Information and that the Disclosing Party may suffer irreparable injury as a result. In the event of any such breach or threatened breach of this Section 4, the Receiving Party hereby consents to the Disclosing Party seeking injunctive relief without the posting of any bond or other security.

5. Trademarks and Intellectual Property

- 5.1 Except as expressly stated herein, each party retains all rights, title, and interest in and to its intellectual property.
- 5.2 ODM is, and shall be, the sole and exclusive owner of all right, title, and interest in and to all intellectual property developed and/or deployed in the performance of the Services, including any methods, systems, plans, software (including the OfficerTRAK® software), tools, and equipment.
- 5.3 The performance of the Services may require Agency to make use of ODM's technology, such as, but not limited to, the OfficerTRAK® software, the use of which requires the acknowledgment and agreement to the terms and conditions thereof. Agency acknowledges and agrees that failure to comply with the terms of use thereof constitutes a breach of Agency's obligations hereunder.
- 5.4 During the Term, ODM shall have the right, but not the obligation, to publicly announce (e.g., on ODM's website and other promotional materials) that Agency is a customer of ODM and a user of the Services. This right includes the use of the agency insignia (badge/patch). Following the Term, ODM may reference Agency as a past customer.

6. Warranties; Disclaimer; Indemnification

- 6.1 ODM represents and warrants that all Services shall be performed: (i) in a professional, workmanlike, and timely manner; (ii) in accordance with generally accepted standards for the industry; (iii) in compliance with all Agency policies and procedures related to off-duty or secondary employment provided in writing to ODM ("**Agency Policies**") and all laws, rules, and regulations applicable to the Services and/or ODM in its performance and delivery of the Services ("**Applicable Laws**"). Should those Agency Policies or Applicable Laws change after the Effective Date, ODM may be entitled to an equitable adjustment to this Agreement, including an immediate increase in the administrative fee it charges to Customers.
- 6.2 Except as expressly set forth in Section 6.1, ODM hereby disclaims all other representations and warranties, whether express or implied.
- 6.3 **Indemnification by ODM.** Subject to Section 6.5, ODM shall defend Agency from any claims, demands, suits, or proceedings made or brought by a third party ("Claims") against Agency and indemnify and hold Agency harmless from and against actual losses, damages, civil penalties, costs, reasonable outside legal fees, and expenses finally awarded in a non-appealable judgment in connection with, or agreed via settlement of, such Claims (collectively, "Losses") to the extent such Claims arise directly out of or result directly from: (i) any material breach by ODM of Section 4 of this Agreement that results in the misappropriation, loss, or compromise of Agency Confidential Information; (ii) the gross negligence, intentional misconduct, or fraud of ODM in the performance of this Agreement; or (iii) Agency's access to, or usage of, OfficerTRAK® in accordance with this Agreement directly infringing, violating, or misappropriating a copyright, patent, trade secret, or other intellectual property right of a third party (an "IP Claim").
- 6.4 **Limited Remedies.** If the use of OfficerTRAK® is enjoined based on an IP Claim or ODM determines at its discretion that such use may be enjoined, ODM may, at its sole discretion and expense, (i) procure for Agency the right to continue using OfficerTRAK®; (ii) replace OfficerTRAK® with a non-infringing platform with substantially the same functionality; or (iii) modify OfficerTRAK® so that it becomes non-infringing, but has substantially the same functionality. This Section 6.4 together with the indemnity provided under Section 6.3, states Agency's sole and exclusive remedy, and ODM's sole and exclusive liability, regarding any IP Claim.

6.5 Limitations. ODM will not be liable for any Losses and will have no obligations under Section 6.3 to the extent the Losses or the Claim arise from (i) Agency's acts or omissions; (ii) ODM's compliance with Agency's directions, specifications, instructions, or procedures; or (iii) an IP Claim arising from (a) derivatives or other modifications of OfficerTRAK® made other than by ODM, if such Claim would not have arisen but for the derivatives or modifications; or (b) Agency's combination of OfficerTRAK® with any software or other product not provided by ODM, if such Claim would not have arisen but for the combination.

7. Insurance

ODM, at its own cost and expense, will maintain the following minimum insurance coverages throughout the Term of this Agreement with an insurance carrier which is at least rated "A-" or "VII" by A.M. Best (or equivalent, if not rated by A.M. Best):

General Liability	\$1,000,000 each occurrence/\$5,000,000 aggregate
Employer's Liability	\$1,000,000 each occurrence
Workers Compensation	Not provided
Automobile Liability	\$1,000,000 (excludes collision insurance)
Cyber	\$2,000,000 each occurrence

A combination of primary and excess/umbrella liability policies will be acceptable to meet the limits specifically required hereunder. All certificates of insurance shall name Agency as an additional insured with respect to general liability coverage and shall require that Agency be provided with at least thirty (30) days advance written notice of cancellation. General Liability insurance shall cover claims for bodily injury, death, personal injury, and property damage occurring during the performance of the Services. ODM shall provide certificates of insurance to Agency prior to the Effective Date and thereafter upon the renewal of all policies to be maintained hereunder.

8. General Provisions

8.1 Notices. Legal notices under this Agreement (other than routine operational communications) shall be in writing. Notices may be served by certified mail, postage paid with return receipt requested; by private courier, prepaid; by facsimile, or other telecommunication devices capable of transmitting or creating a written record; or personally. Mailed notices shall be deemed delivered three (3) days after mailing, properly addressed. Couriers notices shall be deemed delivered on the date that the courier represents that delivery will occur. Telecommunicated notices shall be deemed delivered when receipt is either confirmed by confirming transmission equipment or acknowledged by the addressee or its office. Personal delivery shall be effective when accomplished. Unless a Party changes its address by giving notice to the other Party as provided herein, notices shall be delivered to the Parties as follows:

If to ODM, to: 1906 Ave D, #200, Katy, Texas 77493; and If to Agency, to:

Attn: MUST BE FILLED IN

8.2 Assignment and Delegation. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

8.3 Governing Law/Jurisdiction. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida, without reference to the choice of law rules thereof. Each of the Parties hereby irrevocably consents and submits to the exclusive jurisdiction of the state and federal courts located in the State of Florida for any such disputes, and hereby irrevocably waives any objections to the laying of venue in such courts.

8.4 Attorneys' Fees and Court Costs. If any suit or action arising out of or related to this Agreement is brought by any Party, the prevailing Party shall be entitled to apply to the courts for the recovery of any direct and reasonable costs and fees (including, without limitation, direct and reasonable attorney fees, the fees and costs of experts and consultants) incurred by such Party in such suit or action, including, without limitation, any post-trial or appellate proceeding.

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- 8.5 Limitation of Liability. EXCEPT IN CONNECTION WITH A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD: (I) NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) EACH PARTY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE ADMINISTRATIVE FEES PAID TO ODM BY CUSTOMERS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES..
- 8.6 Entire Agreement. This Agreement, including Exhibit A, constitutes the final, complete, and exclusive statement of the agreement between the Parties with respect to the subject matter hereof and cannot be altered, amended, or modified except in writing signed by an authorized representative of each Party. If there is any conflict between the terms set forth in body of this Agreement and Exhibit A, the terms in the body of this Agreement shall control.
- 8.7 Headings. The section headings in this Agreement are included for convenience only; they do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.
- 8.8 Survival. The following provisions shall survive expiration or termination of the Agreement: Sections 3, 4, 5.1, 5.2, 5.4, 6.2, and 8.
- 8.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument. Further, each Party agrees to accept signature pages via fax, PDF, DocuSign, and similar electronic means as originals.
- 8.10 Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.
- 8.11 Employment Contracts. Any responsibility and/or liability with regard to any employment contract between Agency and any Officer assigned to a Customer worksite shall be the exclusive responsibility and/or liability of Agency, and ODM shall not be a party to any such agreement. ODM will have neither responsibility nor liability in connection with, or arising out of, any such employment contract except to prepare checks and to pay any such Officer who is a party to such a contract, in conformity with the information provided by Agency. With respect to any employment contract between Agency and any Officer assigned to a Customer worksite, Agency shall be acting solely on its own volition and responsibility with regard to all aspects of any such contract, including, but not limited to, its negotiation, compliance, implementation, renewal, enforcement, and termination.
- 8.12 Authority. This Agreement shall be valid and enforceable only upon signature by an authorized person with authority to execute this Agreement on behalf of each Party. The individual signing this Agreement on behalf of a Party represents, warrants, and guarantees that he or she has full authority to do so. Each Party represents that it has the power and actual authority to enter into this Agreement and to be bound by the conditions and terms contained herein.
- 8.13 Waiver. No delay or omission by a Party in exercising any right or remedy under this Agreement shall operate to impair such right or remedy or be construed as a waiver thereof.
- 8.14 Force Majeure. Neither Party shall be liable to the other Party in any manner whatsoever if it is unable to perform any of its obligations under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of God, war, national emergency, riots, civil commotion, terrorism, fire, explosion, flood, epidemic, acts of Government, highway authorities, telecommunications network operators, hosting providers, or interruption of, or inability in obtaining, supplies or services from third parties.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Off Duty Management, Inc.:

By: _____

Printed Name: Sherry Rowley

Title: Chief Executive Officer

Date: October 8, 2025

Kissimmee Police Department

By: _____

Printed Name: _____

Title: _____

Date: _____



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

Off Duty Management does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Sherry Rowley
Title of Contractor's Authorized Representative: Chief Executive Officer

Signature of Contractor's Authorized Representative:

Date:

10/8/2025

Sherry Rowley

ITEM 7.J

Implementation of a Therapy Dog Program and approval to accept a donated Canine, Bristol Valor, from Valor Service Dogs.

Request

Approval to accept Canine, Bristol Valor, as a Therapy Dog from Valor Service Dogs.

Explanation

Valor Service Dogs trains golden retrievers and labs to assist first responders and provides dogs at no cost to eligible recipients. Therapy dogs provide relief for those in high anxiety situations, bring comfort to those grieving and can be used to motivate and encourage the people around them. Therapy dogs receive extensive training and have been shown to have a social temperament to want to interact with people. Valor Service Dogs estimate the value of their trained dogs to be within the range of \$25,000-\$35,000.

Bristol Valor has been identified as a match for our agency. A ½ labrador, ½ golden retriever (male), born 4/17/2024, would be assigned to the Police Department's Health and Wellness Coordinator, Leigh-Ann Cuddy.

Recommendation

Approval of the donation and acceptance of Bristol Valor through Valor Service Dogs.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. Valor Service Dogs Support Letter 070225



CITY OF KISSIMMEE POLICE DEPARTMENT

8 NORTH STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.847.0176



July 2, 2025

**Valor Service Dogs
15006 McGrady Road
Wilmauma, Florida 33598**

To whom it may concern,

I am writing to express my strong support for the implementation of a Therapy Dog Program within the Kissimmee Police Department. The introduction of a therapy dog offers invaluable benefits to both our agency personnel but also the community we serve.

We have witnessed the positive impact that the therapy dog program has had, including providing critical emotional support, reducing stress, and fostering resiliency among officers and victims alike.

Therapy dogs serve as a powerful bridge to the community, helping to build trust and positive interactions between our agency and the people we serve.

Thank you for your consideration.

Sincerely,

**Charles Broadway
Kissimmee Chief of Police**

ITEM 7.K

First Extension to Janitorial Services Contract with Halo Building Services

Request

Approval to extend the existing janitorial services agreement with Halo Building Services for an additional twenty-four (24) months. (Contract # 20230028)

Explanation

The City entered into a contract with Halo Building Services on September 27, 2022, for janitorial services citywide, in the amount of \$226,723.80.

On October 30, 2023, the City Commission approved the first addendum, increasing the contract amount by 10% due to inflation and overall cost increases, to a revised amount of \$249,396.

The Facilities Division is requesting a twenty-four (24) month extension with Halo Building Services, in accordance with the terms and conditions of the agreement.

Recommendation

Approval of the first extension to the existing janitorial services contract with Halo Building Service.

REQUESTED CITY COMMISSION ACTION:

Execute

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) First extension to Halo Agreement

**FIRST EXTENSION TO THE AGREEMENT BETWEEN THE
CITY OF KISSIMMEE AND HALO BUILDING SERVICES**

THIS FIRST EXTENSION of the Agreement for Janitorial Services is made this 21 day of october 2025, *nunc pro tunc* to September 30, 2025, by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation, whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "CITY" and **HALO BUILDING SERVICES**, located at 4902 Alavista Drive, Orlando, FL 32837, hereinafter "CONTRACTOR." CITY and CONTRACTOR are collectively referred to hereinafter as the "Parties".

WHEREAS, CITY advertised IFB #2022-007 for Janitorial Services and CONTRACTOR was the lowest responsive bidder; and

WHEREAS, on September 27, 2022, the City of Kissimmee and Halo Building Services entered into an Agreement for Janitorial Services (the "Original Agreement"); and

WHEREAS, on October 30, 2023, CITY and CONTRACTOR entered into the First Addendum to the Agreement (the "First Addendum"); and

WHEREAS, CITY determined the services and performance of CONTRACTOR effectively performed the goals and objectives of the Original Agreement; and

WHEREAS, CITY and CONTRACTOR now mutually desire to extend the Original Agreement for an additional twenty-four (24) month period pursuant to the terms of same.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **Agree to Terms of the Original Agreement.** Except as otherwise provided in this First Renewal, the CITY and CONTRACTOR agree to the terms and conditions of the Original Agreement dated February 4, 2025 and the First Addendum dated October 30, 2023, incorporated herein by reference and attached hereto as **Composite Exhibit "A"**.
3. **TERM.** The CITY and CONTRACTOR agree to exercise the twenty-four (24) month extension provided under **Section 5. TERM** of the Original Agreement, extending the terms and conditions therein, and any addendums thereto for an additional twenty-four (24) months.
4. **Effective Date.** The effective date of this First Extension of the Agreement between CITY and HALO BUILDING SERVICES is September 30, 2025, *nunc pro tunc*.

IN WITNESS WHEREOF, the Parties hereto acknowledge they have received, read and understand this First Extension, executed on the date below written, and shall abide by and enforce the terms and conditions herein.

HALO BUILDING SERVICES

By: [Signature]

Title: President

Date: 10/13/2025

STATE OF Florida)
COUNTY OF Osceola)

The foregoing instrument was acknowledged before me this 14 day of October, 2025, by means of ☒ physical presence or ☐ online notarization by _____ as _____ for Halo Building Services, a corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]
Print Name: Sugeil Perez
My Commission Expires: May 23, 2026



CITY OF KISSIMMEE

By: _____

Jackie Espinosa, Mayor-Commissioner

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

**COMPOSITE EXHIBIT “A”
ORIGINAL AGREEMENT and
FIRST ADDENDUM**

AGREEMENT between CITY OF KISSIMMEE

And

Halo Building Services

THIS AGREEMENT is made this 27th day of September, 2022 between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter "CITY" and **Halo Building Services**, whose business address is 4902 Alavista Drive, Orlando, Florida, hereinafter "CONTRACTOR" and each represents as follows:

WITNESSETH

WHEREAS, The City advertised an Invitation to Bid Number IFB2022-007 for Janitorial Services; and

WHEREAS, Contractor provides janitorial services in the Central Florida area and was the lowest responsive bidder; and

WHEREAS, The City desires to award Bid Number IFB2022-007 to Contractor consistent with the terms and conditions and requirements of the bid specifications.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each party hereby promises to the other as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein.
2. **SERVICES.** Contractor agrees to provide janitorial services in accordance with the Janitorial Services Schedule and Specifications attached hereto as Exhibit "A" and incorporated herein.
3. **PREMISES.** Contractor agrees to provide these services for the Central Services Complex, Public Works Division; Traffic Department, Weld Shop, Streets, Drainage, Sanitation, Facilities Maintenance, Trailer Class Room, KPD gun range, Civic Center, Oak Street Community Center, Chambers Park Community Center, Orange Gardens Community Center, Fortune Road Athletic Complex, Durbin Park at Lakeside, Park Operations Center and Rose Hill Cemetery. Attached hereto as Exhibit "B" are the estimated square foot specifications for each location
4. **WORKMANSHIP and WARRANTY.** Contractor agrees to furnish all material, labor, equipment and tools necessary to provide janitorial services in accordance with the Purchase Order, Janitorial Services Proposal, and this Agreement. Contractor agrees to provide these services in a professional manner in accordance with the standards outlined in the Invitation to Bid Documents. Contractor shall supervise the performance of work by employees who shall present a favorable image for the City at all times when working on City property.

5. **TERM.** The term of this Agreement shall be for a thirty-six (36) month period from October 1, 2022 through September 30, 2025, unless sooner terminates as permitted herein. This Agreement may, by mutual written consent of the parties, be extended for an additional twenty-four (24) month period.
6. **PAYMENT.** The City agrees to pay Contractor ----- on a monthly basis upon receipt of an invoice. Invoices shall provide details of all project expenses permitted in this Agreement. Upon review and approval of the Contractor's invoice and verification that services have been rendered in conformity with this Agreement, the City, through payment issued by the Development Services Department, shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the City's receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the Contractor shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
7. **INSURANCE.** Contractor shall furnish the City with a performance contract bond and a labor and material bond each in the amount of 60,865.00. Contractor is required to submit to the City Certificates of Insurance naming the City of Kissimmee as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the City. During the term of the Agreement and any renewals, Contractor at their sole cost and expenses shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** The Contractor will provide Worker's Compensation coverage for all employees at the site location. The limits will be statutory for Worker's Compensation and \$300,000.00 for Employers' Liability.
 - B. **Comprehensive General Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** The Contractor will provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000.00.
 - D. **Umbrella Insurance:** The Contractor will provide an umbrella in excess to the coverage in paragraphs B), and C) of not less than \$1,000,000.00.
8. **PURCHASE ORDERS.** The City may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in Exhibit A. Consultant must seek approval from the City before performing any additional work. The City must provide the Consultant written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. Contractor is not obligated to perform additional work until written modification has been received from the City, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the Contractor without City consent will be evaluated and considered for payment based upon the work's merit. If the City determines the incidental additional work was not included in the original scope of the project and required for the

Contractor's uninterrupted performance in fulfillment of the contract, then the City will approve the Contractor's request for payment for incidental additional work.

9. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to effective date of termination. Upon receipt of termination from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City shall continue to be responsible to the vendor for the payment of any obligation to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Kissimmee for all amounts not previously billed and due to the vendor at that time. The vendor shall not be entitled to a profession fee nor expenses for any work commenced or expenses incurred after the notice of termination was received by the vendor, unless specifically approved or requested by the City of Kissimmee. The vendor shall however, be entitled to payment for services commenced and approved by the City of Kissimmee prior to receipt of notice, or with the expressed written consent of the City of Kissimmee, prior to the effective date of termination.

10. **TERMINATION FOR CAUSE.** If City wishes to terminate the Contractor for cause due to the failure of Contractor to perform as required under this Agreement and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the City must provide the Contractor with written notice of said failure to perform. The City must give ten (10) working days from the Contractor's receipt of the Notice to Cure for the Contractor to cure or take reasonable action to commence to cure the performance concerns specified. If the Contractor does not take appropriate action within the ten (10) day period, the City may issue a Final Notice to Cure. The Contractor will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the City can terminate the Agreement. If the Contractor is terminated for cause, the Contractor may provide or employ any necessary labor and materials in lieu of Contractor to finish part or all of the work under the Agreement or to supplement the work of Contractor, and to deduct the cost thereof from any money, then due or thereafter to become due to the Contractor; and if such cost shall exceed the balance due to Contractor, then the Contractor shall pay the difference to the City.

11. **INDEMNIFICATION.** To the extent permitted by law, Contractor. hereby releases and waives all claims against the City, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of Contractor. agents, employees, sub-contractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any City properties whether such damage is caused by the City or any other person. Nothing in the agreement shall be construed as a waiver of the City's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, employees against any and all claims, demand, cost, and expenses of every kind and nature, including reasonable attorney fees for the

enforcement, defense, or appeals thereof arise from Contractor performance of the Agreement or any breach or default of Contractor.

12. **BREACH.** Failure of Contractor or the City to perform the covenants, conditions, or provisions of the Agreement shall constitute a material default and breach of the Agreement. In the event of any default, the City has the right to terminate this Agreement immediately without notice to Contractor. In the event of any default of the City, except the payments required under the Agreement, Contractor may terminate this Agreement immediately without notice. If the City fails to timely pay the monies required under this Agreement, it has fifteen (15) days after written notice from Contractor to cure said default, unless the City disputes satisfactory performance of services.
13. **NON-ASSIGNMENT.** Contractor shall not, without prior consent of the City, assign this contract or any portion hereof. This Agreement is hereby deemed to be of a personal service contact nature, thus, subcontracting any portion of this Agreement is prohibited.
14. **APPLICABLE LAWS.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
15. **JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES.** Contractor agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
16. **WAIVER.** No failure of the City to insist upon strict performance in any one or more terms of this Agreement, nor any failure of the City to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the City may have, or future rights to enforce compliance.
17. **NOTICES.** Notice under this Agreement shall be deemed effective when mailed, certified mail return receipt requested or when delivered personally at the parties address below:

Notice to CITY:

Natrevia L. Gradney-Mitchell, Public Works Director
101 N. Church Street
Kissimmee, Florida 34741

Notice to Contractor:

Angel Curbelo, President
Halo Building Services
4902 Alavista Drive
Orlando, FL 32837Kissimmee, Florida 34741

18. **ENTIRETY OF AGREEMENT.** This Agreement shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.
19. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party shall be binding only if written and valued considerations exchanged.

Signature page to follow

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

CONTRACTOR.

By: [Signature]

Title: President

Date: 9-19-22

STATE OF FLORIDA)
COUNTY OF Oswald)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of September, 2022, by Angel Urbelo as Halo building Services of Contractor, a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: [Signature]

Print Name: Gabrielle Mejia

My Commission Expires: 06/10/2023



CITY OF KISSIMMEE

By: [Signature]

Mayor-Commissioner

Date: 9/27/2022

ATTEST:

[Signature]
Linda Hansell, City Clerk

Approved as to form and legal sufficiency:

[Signature]
City Attorney

EXHIBIT A

Normal cleaning hours will be after 5 PM Monday through Friday for these facilities, Central Services, all Public Works facilities.

GENERAL SPECIFICATIONS:

Those services such as stripping and waxing or work requiring closing of the building may be done on Saturday with prior approval from the City. The successful bidder must have at least one (1) employee in City Hall daily before 5 PM to perform duties which must be completed before scheduled meetings such as Commission Meetings. The City Managers Department receptionist can provide information on any scheduled meetings. The employee must check floor areas in meeting rooms and restrooms in areas scheduled for use to ensure wastebaskets are emptied, toilet tissue holders are full, table tops are clean and dusted, and the area is presentable for meetings or other scheduled functions. No cleaning near the area of any meeting room will take place until the meeting is complete and participants have departed.

D. The Community Centers (Durbin Lakeside Park, Orange Gardens Community Center, Fortune Road, Civic Center, Chambers Park and Oak Street) may be entered after 9:00 PM pending program and event schedules. There may be special events or activities that occur in the Department facilities that may require a special cleaning schedule. On those days or nights, the Department Facility manager will notify the provider at least 24 hours in advance of the event to discuss the cleaning requirements for the vent and to negotiate any additional fees resulting from this special cleaning.

E. The successful bidder will provide all labor, equipment, and supplies including paper towels, toilet tissue, urinal and commode deodorants, toilet seat covers, and any other supplies as set forth in the attached Schedule of Services, and/or any other items necessary to perform services satisfactorily. The successful bidder must utilize the current dispensers in all City facilities and these may be proprietary. Batteries for fragrance dispensers will be provided. The successful vendor is also responsible for the re-supply and maintenance of female sanitary products vending machine, inclusive of collection of monies from the machines.

F. The Contractor is responsible for turning off all lighting and securing controlled areas before leaving the building.

FREQUENCY OF AREAS TO BE CLEANED:

- The following sites will be cleaned Monday – Friday.

Civic Center, Oak Street Community Center, Chambers Community Center, Central Services Complex, Public Works facilities.

SCHEDULE OF SERVICES – ALL FACILITIES – (unless otherwise indicated)

A. EACH VISIT:

- Sweep and clean all non-carpeted floors, damp mop tile areas.
- Vacuum all carpeted areas thoroughly (baseboard to baseboard), to include corners and under furniture.

- Empty all trash cans, including the larger trash cans under stairwells and change liners as needed (if contaminated).
- Put all trash in dumpsters.
- Empty and clean all ashtrays at entrances (exterior).
- Fill all soap dispensers full.
- Fill all hand towel dispensers full.
- Fill all toilet tissue dispensers full.
- Clean and mop all restrooms thoroughly, disinfect and place deodorant. This includes cleaning tiled walls, doors, and cabinets.
- Dust all windows in offices and hallways including Venetian blinds.
- Clean window sills.
- Spot clean carpet when noticeable stains are evident.
- Clean all water fountains thoroughly.
- Clean door knobs with a department germicidal detergent.
- Dust all desk tops if requested.
- Dust all wall items in hallways and offices, including high dusting.
- Dust all counter tops and chairs.
- Clean and mop all stairs, stairwells, and elevators thoroughly.
- Clean any employee break rooms, including tables and sinks, under couches/chairs, sweep and mop floors.
- Clean all entrance store front doors and windows inside and out.

WEEKLY:

- Clean and polish all desks, tables, and counter tops.
- Dust all office furniture.
- Remove all cobwebs from all office hallways, windows and ceiling areas to include all high dusting.

- Wax and buff all tile area with a non-slip wax.

QUARTERLY:

- Machine scrub all tiled common areas.
- Clean, strip, wax, and buff all tile areas.
- Remove all wax build-up in corners and along baseboards.

SCHEDULE OF SERVICES – INDIVIDUAL FACILITY SPECIAL REQUIREMENTS:

KISSIMMEE CIVIC CENTER- 201 E. Dakin Ave.: Priority cleaning days – Thursday, Friday, Saturday, Sunday and Monday morning preferable between the hours of 9:00pm – 8:00am. Adheres to City recycling schedule, blue bins should be emptied into recycling dumpster.

A. Daily

Arena

- Dust mop arena floor
- Spot clean arena floor
- Empty all trash receptacles
- Spot clean arena doors and windows (as needed)

Lobby

- Dust mop lobby floor
- Wash all lobby windows
- Clean drinking fountains
- Run floor machine in lobby

Kitchen

- Dust mop kitchen floor
- Wipe down all stainless steel items
- Clean and sanitize Sinks

- Empty all trash receptacles and replace liners
- Mop floor as needed
- Clean and refill soap dispensers
- Clean and refill paper towel dispensers

Mezzanine / Balcony

- Dust mop floors
- Empty trash
- Spot clean glass doors and windows (as needed)

All Restrooms and Locker rooms

- All showers in both locker rooms to be cleaned and sanitized daily.
- Clean and sanitize Sinks
- Clean and sanitize urinals and toilets
- Check and restock toilet paper dispensers
- Clean mirrors
- Clean and refill soap dispensers
- Clean and refill paper towel dispensers
- Check air fresheners
- Wipe down all splash marks on walls
- Empty all trash receptacles and replace liners
- Empty and disinfect sanitary receptacles
- Sweep and Mop floors
- TNT Locker Room Showers monthly.
- TNT Locker Room floors monthly.

B. Weekly

- Polish all stainless steel in restrooms. Kitchen and concessions
- Wipe down internally lit signs in lobby, stairwell and hallways
- Dust pictures and plants in East hallway
- Wipe down swinging doors in ballrooms
- Wash counter tops concessions and lobby
- Run floor machine in mezzanine / balcony floors upstairs
- Clean all window surfaces

Fitness Center

- Dust TV's
- Sweep and mop floors
- Clean Mirrors
- Wash windows

C. Monthly

- Clean and polish refrigerators in Kitchen and concessions
- Burnish Arena Floor
- Dust tray ceiling in all ballrooms
- Machine scrub all tile common areas

D. Quarterly

- Whole facility needs to be deep cleaned.

E. Yearly

- Strip and wax all hallways, kitchen, concession and lobby floors.

PUBLIC WORKS FACILITIES –

Traffic – 2205 Mabbette St., Streets – 2213 Mabbette St., Weld Shop – 2215 Mabbette St., Drainage – 2213 Mabbette St., Sanitation – 2201 Mabbette St.

Normal cleaning hours will be after 5 PM Monday through Friday for all Public Works facilities. The cleaning procedure will be limited to all Common (public areas) areas and all restrooms in the facility each visit. The offices of all Public Works Facility will be cleaned bi-weekly following the specifications under section A, as described for each visit.

CHAMBERS PARK COMMUNITY CENTER – 2380 N. Smith Street:

Cleaning of this facility will be Monday through Friday nights after 9pm. The cleaning procedure will be limited to all Common (public areas) areas and all restrooms in the facility each visit. Vacuum and clean the meeting rooms, library and office areas so the entire building is cleaned daily.

OAK STREET COMMUNITY CENTER – 717 N. Palm Ave.

Cleaning of this facility will be Monday through Friday nights after 9pm. The cleaning procedure will be limited to all Common (public areas) areas and all restrooms in the facility each visit. All rooms including the Kiddie Korner room will be cleaned, including:

- Clean and dust all fans and blades as needed.
- Vacuum and clean the meeting rooms, library and office areas so the entire building is cleaned daily.

ORANGE GARDENS COMMUNITY CENTER – 1114 George Street.

- Facility to be swept/mopped and general cleaning 2-3 times a week
- Areas included are the large meeting room, restrooms and stage.

PARK OPERATIONS CENTER – 20 Lakeview Drive.

- Common areas cleaned 2 times each week. This includes all breakrooms, all office areas, and kitchen area.

FORTUNE ROAD ATHLETIC COMPLEX – 2500 Fortune Road

- Facility to be vacuumed and generally cleaning 2 times a week. This includes upstairs areas- large meeting room, office areas, restrooms, and hallways.

DURBIN PARK at LAKESIDE – 2253 Lakeside Drive

- Facility to be vacuumed and general cleaning 2-3 times a week, areas included should be the large meeting room, office, kitchen and the entire building.

ROSE HILL CEMETERY – 1615 Old Boggy Creek Road

- Facility in to be vacuumed and general cleaning 2-3 times a week, areas included should be the common area and large meeting room, 2 offices and 2 restrooms.

FACILITIES MAINTENANCE – 104 N Alaska Avenue

- To be cleaned five days a week, Monday – Friday
- Bathroom – unisex
- Sweep and mop floor spot clean
- Clean/sanitize sink and toilet
- Clean mirror
- Clean and refill dispensers, soap, toilet, paper towels, toilet seat covers,
- Empty all garbage cans and replace liners
- Spot clean where needed, wipe down all splash marks/dirt on walls
- Dust, mop/vacuum floor
- Clean drinking fountain

FIRST ADDENDUM TO AGREEMENT

THIS FIRST ADDENDUM TO AGREEMENT, made and entered into this 30 day of October, 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida, 34741, hereinafter referred to as "City" and HALO BUILDING SERVICES, whose business address is 4902 Alavista Drive, Orlando, Florida, 32837, hereafter referred to as "Contractor" and each represents as follow:

WITNESSETH:

WHEREAS, The City of Kissimmee and Contractor have heretofore executed an Agreement dated September 27, 2022, attached hereto as Exhibit "A", hereinafter referred to as "Original Agreement" pursuant to which the Contractor is to provide janitorial services for all premises listed in the Original Agreement; and

WHEREAS, the Parties now desire to enter into this First Addendum in order to modify, amend and/or supplement certain terms and conditions of the Original Agreement, as hereinafter provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Section 17 of the Original Agreement is hereby amended as follows:

The City hereby removes the contact person listed to receive notices and will add the following contact:

Ashley Willis, Public Works Director

2. The costs of services listed in "Bid IFB2022-007" is hereby modified as follows:

The monthly costs of services will be increased to \$20,783 beginning October 01, 2023. This is an increase of \$1,889.35 to the current monthly rate of \$18,893.65.

Except as hereby amended, the Original Agreement and all terms contained therein shall remain in full effect and binding through the term of the contract.

[Signature page to follow]

HALO BUILDING SERVICES

[Signature]

STATE OF FLORIDA)
COUNTY OF Orange)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of October, 2023, by Angel Luis Curbelo as Halo Building Services, "Contractor", a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:



JOHN F. CANO
Notary Public
State of Florida
Comm# HH195350
Expires 11/4/2025

[Signature]
Notary Public, State of Florida

CITY OF KISSIMMEE, FLORIDA

Olga Gonzalez
Mayor – Commissioner

ATTEST:



Linda S. Hansell
City Clerk

Approved as to form and legality:

Olga Sanchez de Fuentes
City Attorney

ITEM 8.A

(DKCRA) Downtown Kissimmee CRA Logo Design Presentation

Request

Request that the Downtown Kissimmee CRA Board adopt the Downtown Kissimmee CRA logo design developed by the City's Creative Design Team.

Explanation

The DKCRA Board requested that the City of Kissimmee's Creative Design Team redesign the Downtown Kissimmee CRA logo following a previous presentation from the Economic Development Department and Redevelopment Management Associates (RMA). During that presentation, the DKCRA Board expressed that the proposed logo options did not fully capture the identity of Downtown Kissimmee.

In response, the City's Creative Design Team conducted a comprehensive redesign process. The team studied the existing research prepared by RMA, reviewed feedback and comments from the DKCRA logo design workshop held on May 20, analyzed CRA and Main Street program logos from across the nation, held a four-hour internal workshop, and photographed over 25 Downtown buildings to capture authentic architectural and cultural details. Through this process, the Creative Design Team developed three logo concepts that reflect Downtown Kissimmee's historic charm while positioning the district for future growth and revitalization.

Recommendation

Approval of one of the proposed logo concepts for use by the Economic Development Department as part of the Downtown Kissimmee Brand Strategy and the Brand Implementation and Evaluation Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Josh Daniel

Attachment(s):

1. DKCRA Logo Design Options



Downtown Kissimmee CRA Logo Re-Design

Strategic Communications & Creative Design

OUR DESIGN **PROCESS**

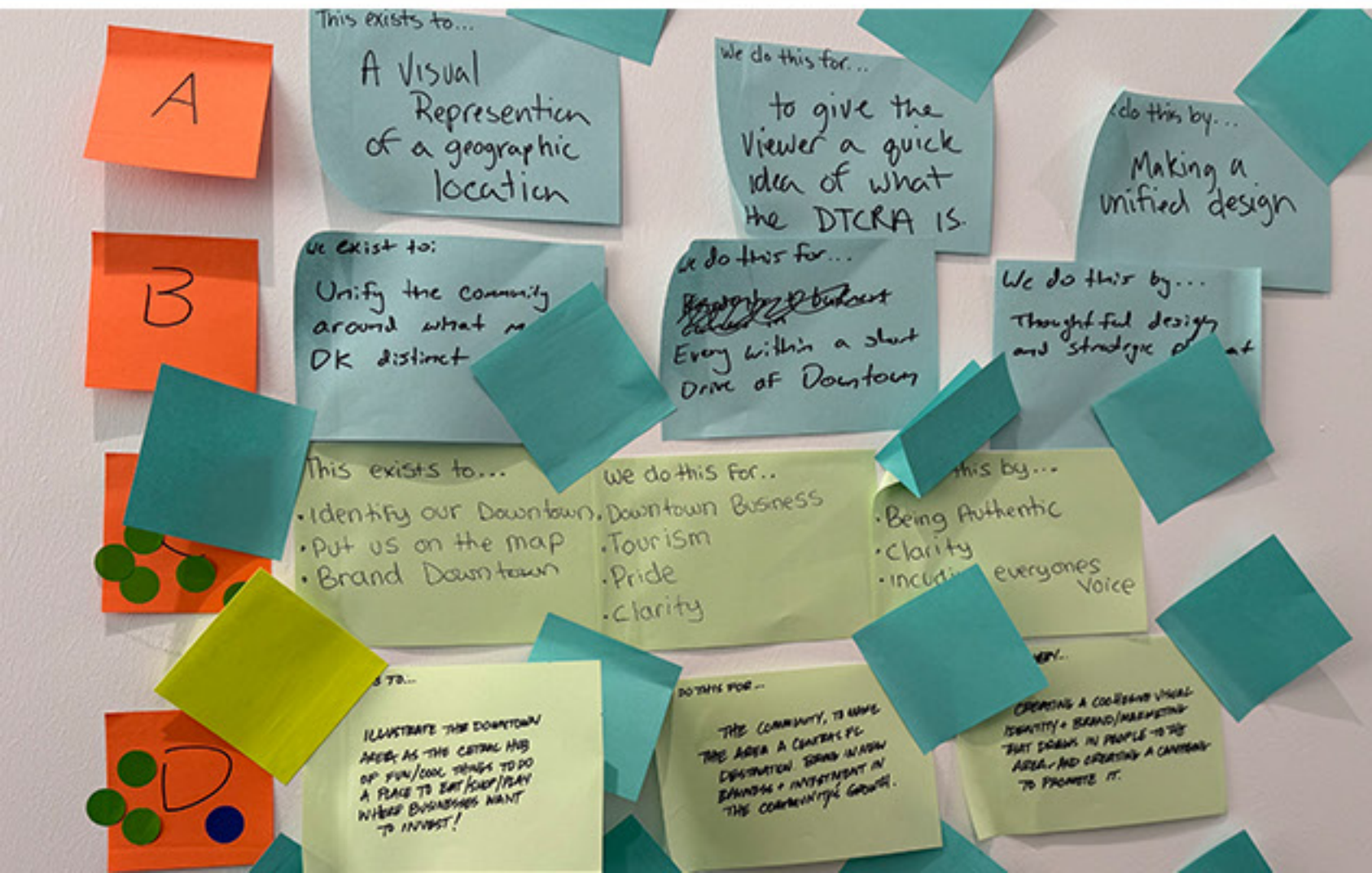
Studied RMA Research for the Project

Reviewed Commission Workshop Comments

Analyzed CRA & Main Street Logos Nationwide

Conducted Four Hour Internal Workshop

Photographed 25+ Downtown Buildings for Authentic Details



DKCRA LOGO **DESIGN OPTIONS**

CITY OF KISSIMMEE COMMUNICATIONS DIVISION

OPTION 1



OPTION 2



OPTION 3



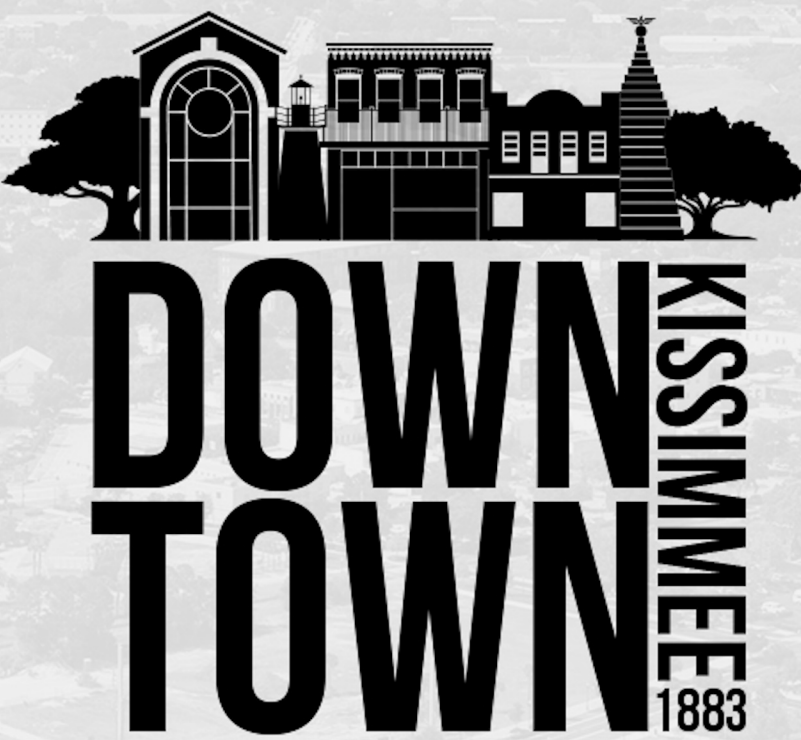
DKCRA LOGO **DESIGN OPTIONS**

CITY OF KISSIMMEE COMMUNICATIONS DIVISION

OPTION 1



OPTION 2



OPTION 3



ITEM 8.B

(DKCRA) Residential Property Improvement Program Policy Updates

Request

Approve changes to the DKCRA Residential Property Improvement Program.

Explanation

The current DKCRA's Residential Property Improvement Program policy allows for a grant recipient to receive one grant award within a five-year period. This update amends the policy to allow for multiple grants within a five-year period so long as the recipient does not exceed the \$5,000 maximum award. Since the RPIP program was approved, the average grant request has been \$2,500 or under. The DKCRA has budgeted \$100,000 for this program.

Recommendation

CRA staff recommend approval of changes to the DKCRA Residential Property Improvement Program.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development

Presenter: Benjamin Burnett

Attachment(s):

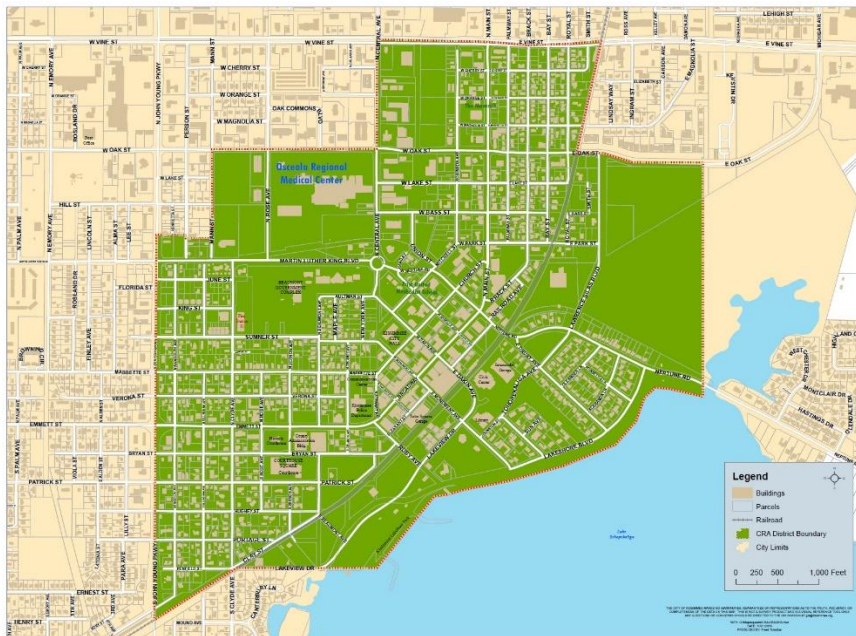
1. DKCRA Residential Property Improvement Program- Policy 2025

DKCRA RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM (“RPIP”) GRANT

Introduction

The Downtown Kissimmee CRA (“DKCRA”) area contains a mix of commercial, government affairs, and residential uses, each adding to the unique and historic character of the district. This grant seeks to encourage rehabilitation of residential structures within the DKCRA boundaries, leading to the increase in overall beautification and safety of the district.

DKCRA Boundaries: US192, John Young Pkwy, Lawrence Silas Blvd and Lakeview Drive. If you are unsure of the boundaries, please contact Benjamin Burnett at the CRA to verify.



Program Objectives

The primary objective of the residential facade grant is to encourage rehabilitation and preservation within the residential neighborhoods of the DKCRA by offering financial assistance up to \$5,000 in reimbursable funds as a 50/50 match. (i.e., a completed eligible project costing a total of \$8,000 may qualify for a \$4,000.00 reimbursement.)

Specific objectives as identified within the DKCRA 2020 Master Plan include:

1. The Downtown Kissimmee Community Redevelopment Agency shall promote, encourage and incentivize single-family homeownership within the Redevelopment Area. (Goal 5)

2. The Downtown Kissimmee Community Redevelopment Agency shall support the City of Kissimmee in preserving the Downtown's rich inventory of historic housing and neighborhoods. (Goal 6)

Project Goals

Specific goals of the RPIP grant are as follows:

1. The elimination of blighting influences, rehabilitation or preservation of properties of special value for historic, architectural or aesthetic reasons.
2. The elimination of conditions detrimental to the health, safety, and welfare of the community.
3. The RPIP is intended to elevate the public facing appearance of the DKCRA residential areas, as such only projects visible from the public realm are eligible.

Relocation

It is not the intent of the DKCRA to engage in any rehabilitation activity that requires relocation activities.

Nondiscrimination

The RPIP grant shall be available to anyone meeting the eligibility requirements, no one is denied because of race, color, national origin, gender or religion.

Eligibility Requirements

1. Property must be located within the DKCRA.
2. Single-family residences and multi family duplex properties may qualify for a RPIP grant. Grant applicant must produce either proof of homeownership or notarized letter of consent from property owner authorizing the improvements.
3. Property must not have any liens or code enforcement violations.
4. A property is eligible to receive up to \$5,000 in grant funding under this program within any five-year period. Funding can be awarded through one grant or multiple grants, but cannot exceed the maximum award.
5. Property owner must agree to display a DKCRA sign on their property while the improvements are in progress. (Sign will be provided by CRA staff)
6. Grant recipients agree to maintain improvements for a period of at least five (5) years.
7. Work must be completed within six (6) months of grant application approval. If work is scheduled to take longer than six months, an extension to the contract may be required.

8. Grant funds cannot be used for general maintenance/upkeep of residential structures.
9. Any work performed by homeowner may be eligible for reimbursement of supplies only. Labor performed by homeowner is not eligible.
10. **All eligible improvements must be street facing and visible to the public.**

Eligible Improvements include the following:

- Exterior painting; including preparation costs (pressure cleaning, fascia repair, etc.)
- Landscaping improvements; including new irrigation system
- Porch/deck repair or addition of new porch/deck. (Front of house only)
- Exterior lighting (installation of new lighting only, repairs not covered)
- Driveway repaving or resealing.
- Installation of new doors, awnings, and windows.
- Removal of front yard chain link fence.

Ineligible improvements/Non-reimbursable items:

- Interior improvements.
- Structural and roof repairs.
- Construction of additions to building or new construction.
- Non-fixed improvements, inventory, or equipment.
- Application or permit fees.
- Rent, mortgage, insurance, utilities, taxes, HOA fees, or other general home ownership costs.
- Professional design services (Landscaping or architectural)
- **Any required permit fees are the responsibility of homeowner and are not eligible for reimbursement.**

Procedure

1. The application and required supporting documents are submitted online only. CRA staff will determine if the proposed work is eligible for funding. Incomplete applications are not accepted and will be returned by email with a letter detailing the reasons for denial. Supporting documents for application include:

- Copy of a valid driver's license of homeowner/tenant.
- Three (3) quotes per each aspect of the project; i.e. painting, landscaping, and driveway repair project would require 3 quotes for each item.
- Any applicant completing work themselves is required to provide cost estimate of total supplies required. Labor performed by homeowner will not be reimbursed.
- Completed W-9 for individual receiving reimbursement.

2. Approved applications will be sent to City of Kissimmee Code Enforcement Office to determine if residential unit is in good standing.
3. Work may begin once applicant has signed agreement with CRA and has been issued an approval letter. Work commenced prior to the approval letter will invalidate the grant application and funding.
4. Upon completion of the improvements, applicant will submit a copy of paid invoices and photos of completed work. **Unapproved changes will void the grant agreement.** CRA staff will process reimbursement for approved amount.
5. Funds are allocated until the grant funding is depleted. Once the grant is approved, the applicant will have six (6) months to complete the improvements. If an extension is required, the applicant must contact CRA staff for extension.

Disbursement of Funds

1. Submit a paid invoice for reimbursement from the Contractor certifying the work is complete and all materials and labor paid in full.
2. Submit photographs of the completed improvements.
3. Reimbursement funds are disbursed within 4 to 6 weeks after improvements are completed and verified.
4. W9 is required for reimbursement. The grant funds are subject to taxes.

ITEM 8.C

(VSCRA) Vine Street Community Redevelopment Agency Residential Property Improvement Program (RPIP) Approval

Request

Approval of the Vine Street CRA Residential Property Improvement Program.

Explanation

The Vine Street CRA currently has an estimated 2,500 household, including nearly 700 single family homes. In order to support the current growth within the district we are proposing a residential property improvement program.

The VSCRA will offer financial assistance for eligible projects in a reimbursable 50/50 matching grant(s) up to \$5,000 in a five year period. Grants can be awarded in one grant or multiple, but cannot exceed the maximum award within a five-year period. Eligible improvements include:

- Exterior painting, including preparation costs (pressure cleaning, fascia repair, etc.)
- Landscaping improvements, including new irrigation system
- Porch/deck repair or addition of new porch/deck. (Front of house only)
- Exterior lighting (installation of new lighting only, repairs not covered)
- Driveway repaving or resealing.
- Installation of new doors, awnings, and windows.
- Removal of front yard chain link fence.

It is the goal of the VSCRA to elevate the public-facing appearance of the residential stock within the VSCRA. As such, only improvements visible from the public realm will be approved for this grant. The VSCRA has budgeted \$50,000 for this grant program.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10722208 508282		Decrease	50,000	50,000

Financial Summary:

Recommendation

Approval of the VSCRA Residential Property Improvement Program.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Economic Development

Presenter: Benjamin Burnett

Attachment(s):

1. VSCRA Residential Facade Grant Agreement
2. VSCRA Residential Property Improvement Program- Policy

**VINE STREET COMMUNITY REDEVELOPMENT
AGENCY RESIDENTIAL PROPERTY IMPROVEMENT
PROGRAM GRANT AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__
by and between the **VINE STREET COMMUNITY REDEVELOPMENT AGENCY**, a
special district of the State of Florida, hereinafter referred to as the “VSCRA” and
_____, hereinafter referred to as “GRANTEE”.

WITNESSETH:

WHEREAS, GRANTEE currently resides in a single-family home or multi-family
duplex within the Vine Street Redevelopment Area (the “Area”); and

WHEREAS, the VSCRA Master Redevelopment Plan promotes eradication of blight,
historic preservation and optimizing the health, safety and welfare of the VSCRA; and

WHEREAS, the VSCRA established the Residential Property Improvement Program
(the “RPIP”) as a vehicle to encourage rehabilitation and preservation of residential buildings by
providing matching grants of up to \$5,000 for qualifying improvements. The RPIP Grant
Application/Policy is attached hereto and incorporated herein as Exhibit “A”; and

WHEREAS, GRANTEE has submitted a RPIP application to the VSCRA, which was
approved and is attached hereto as Exhibit “B”; and

WHEREAS, grant funds will specifically be used to _____;
and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and
conditions under which GRANTEE shall be awarded a RPIP grant.

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

1. **Recitals Incorporated.** The above-listed recitals are true and correct and hereby
incorporated into this Agreement.
2. **Exhibits.** The following documents are attached and referred to in this Agreement and are
by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
“A”	RPIP Grant Application/Policy
“B”	Grantees Application
“C”	Project Description
“D”	Human Trafficking Affidavit
“E”	Economic Incentive Compliance Affidavit

3. **Eligible Incentives.** GRANTEE shall receive a RPIP grant in the amount of \$xxxx or 50% of the final project costs; whichever is lower.
4. **Grant Conditions and GRANTEE Obligations.**
 - a. GRANTEE agrees that all RPIP grant funding shall be used to _____.
 - b. GRANTEE agrees to follow the procedures outlined in the VSCRA Grant Application/Policy and acknowledges receipt thereof.
 - c. GRANTEE’s failure to meet the eligibility requirements and all obligations outlined in the RPIP Grant Application/Policy may also be considered a material breach of this Agreement.
 - d. GRANTEE agrees to maintain VSCRA funded improvements for five (5) years or provide full reimbursement of funds.
 - e. GRANTEE agrees to prominently display a VSCRA sign on the premises while the project is in progress.
5. **VSCRA Obligations.** The VSCRA agrees to award the GRANTEE a one-time RPIP grant in the amount of \$xxxx or 50% of the final project costs; whichever is lower. The RPIP grant funds will be provided to the GRANTEE once the project is completed and GRANTEE has provided the VSCRA with invoices for compensable improvements within the scope of GRANTEE’s application and this Agreement.
6. **Notice.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CITY: Vine Street Community Redevelopment Agency
City of Kissimmee, Economic Development Department
Attn: Samia Singleton
101 Church Street

Kissimmee, Florida 34741
and
Office of the City Attorney
101 Church Street
Kissimmee, Florida 34741

GRANTEE: _____

7. **Termination.** Either Party may terminate the Agreement for cause by giving the other Party written notice at least thirty (30) days prior to effective date of termination. VSCRA may terminate this Agreement immediately with notice to GRANTEE in the event of any breach of the conditions of the Agreement by GRANTEE, including non-performance of duties.
8. **Severability.** All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.
9. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
10. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.
11. **Governing Law and Venue; Compliance with Applicable Law.** This Agreement shall be governed by the laws of Florida Venue shall be in Osceola County, Florida. By acceptance of RPIP funding, Grantee agrees to comply with all state and local laws, rules and regulations as may be applied to the work performed and to this Agreement.
12. **E-VERIFY.** In accordance with, §448.095, Florida Statutes, GRANTEE shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any sub-developers performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the sub-developers during the term of this Contract. If GRANTEE enters into a contract with a sub-contractors performing work or providing services on its behalf, GRANTEE shall also require the sub-developers to provide an affidavit stating that the sub-developer does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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

GRANTEE, by virtue of acceptance of this Agreement certifies that:

- a. GRANTEE and its sub-developers are aware of the requirements of Florida Statutes § 448.095, and upon request from CITY, provide evidence of such compliance.
 - b. GRANTEE and its sub-developers are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
 - c. GRANTEE will not enter into a contract with any sub-developers unless each party to the contract registers with and uses the E-Verify system.
 - d. Sub-contractors will provide GRANTEE with an affidavit stating that sub-developer does not employ, contract with, or subcontract with unauthorized alien.
 - e. GRANTEE must maintain a copy of such affidavit.
 - f. CITY may terminate this Contract on the good faith belief that GRANTEE or its sub-contractors knowingly violated Florida Statutes §§ 448.09(1) or 448.095(2)(c).
 - g. If this Contract is terminated pursuant to Florida Statute §448.095(2)(c), GRANTEE may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
 - h. GRANTEE is liable for any additional cost incurred by CITY as a result of the termination of this Contract.
13. **Public Records.** GRANTEE acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the GRANTEE shall keep and maintain public records required by the City to perform the service.

If the GRANTEE has questions regarding the application of Chapter 119, Florida Statutes, to the GRANTEE's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov, and 101 Church Street, Kissimmee, Florida 34741.

- a. If the City's Custodian of Records requests records from the GRANTEE, the GRANTEE shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The GRANTEE shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as

authorized by law for the duration of the contract term and following completion of the contract if the GRANTEE does not transfer the records to the City.

- c. Upon completion of the contract, the GRANTEE shall transfer, at no cost, to the City all public records in possession of the GRANTEE or keep and maintain public records required by the City to perform the service. If the GRANTEE transfers all public records to the City upon completion of the Contract, the GRANTEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the GRANTEE keeps and maintains public records upon completion of the Contract, the GRANTEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
 - d. Upon notice to the GRANTEE of a request to inspect or copy public records relating to a City's contract for services, the GRANTEE shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
 - e. If the GRANTEE does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
 - f. A GRANTEE who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.
14. **Human Trafficking.** GRANTEE shall provide CITY with an affidavit signed by an officer or representative of GRANTEE attesting, under penalty of perjury, that GRANTEE does not use coercion for labor or services as defined by Section 787.06, Florida Statutes.
 15. **Economic Incentives.** GRANTEE shall provide CITY with an affidavit signed by an officer or representative of GRANTEE attesting, under penalty of perjury, that GRANTEE is not a foreign entity as defined by Section 288.0071, Florida Statutes.
 16. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.
 17. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.
 18. **Entire Agreement.** This Agreement and all Exhibits hereto constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.
 19. **Signature Authority.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a Party hereto.

(Signature page to follow)

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

CITY OF KISSIMMEE

David Rodriguez
Economic Development Director

Witness Signature

Witness Printed Name:

Witness Signature

Witness Printed Name:

(Grantee)

Printed Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2025, by _____, as _____ of _____, a _____, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced _____, as identification.

SIGNATURE OF NOTARY

PRINT NAME OF NOTARY

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

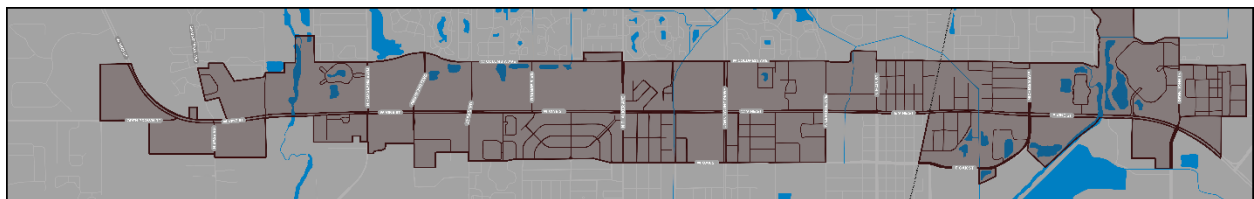
My Commission Expires: _____

VSCRA RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM (“RPIP”) GRANT

Introduction

The Vine Street CRA (VSCRA) comprises a nearly five-mile long corridor through the City of Kissimmee. While predominantly consisting of commercial uses, the VSCRA currently has over 2,500 housing units, including over 700 single family homes.

VSCRA Boundaries: The Vine Street CRA extends one-quarter mile of Vine Street (HW 192) on the north and on the south, to N. Bass Road on the west, and to Denn John Lane on the east.



Program Objectives

The primary objective of the residential facade grant is to encourage rehabilitation and preservation within the residential neighborhoods of the VSCRA by offering financial assistance up to \$5,000 in reimbursable funds as a 50/50 match. (i.e., a completed eligible project costing a total of \$8,000 may qualify for a \$4,000.00 reimbursement.)

Project Goals

Specific goals of the RPIP grant are as follows:

1. The elimination of blighting influences, rehabilitation or preservation of properties of special value for historic, architectural or aesthetic reasons.
2. The elimination of conditions detrimental to the health, safety, and welfare of the community.
3. The RPIP is intended to elevate the public facing appearance of the VSCRA residential areas, as such only projects visible from the public realm are eligible.

Relocation

It is not the intent of the VSCRA to engage in any rehabilitation activity that requires relocation activities.

Nondiscrimination

The RPIP grant shall be available to anyone meeting the eligibility requirements, no one is denied because of race, color, national origin, gender or religion.

Eligibility Requirements

1. Property must be located within the VSCRA.
2. Single-family residences and multi family duplex properties may qualify for a RPIP grant. Grant applicant must produce either proof of homeownership or notarized letter of consent from property owner authorizing the improvements.
3. Property must not have any liens or code enforcement violations.
4. A property is eligible to receive up to \$5,000 in grant funding under this program within any five-year period. Funding can be awarded through one grant or multiple grants, but cannot exceed the maximum award.
5. Property owner must agree to display a VSCRA sign on their property while the improvements are in progress. (Sign will be provided by CRA staff)
6. Grant recipients agree to maintain improvements for a period of at least five (5) years.
7. Work must be completed within six (6) months of grant application approval. If work is scheduled to take longer than six months, an extension to the contract may be required.
8. Grant funds cannot be used for general maintenance/upkeep of residential structures.
9. Any work performed by homeowner may be eligible for reimbursement of supplies only. Labor performed by homeowner is not eligible.
10. **All eligible improvements must be street facing and visible to the public.**

Eligible Improvements include the following:

- Exterior painting; including preparation costs (pressure cleaning, fascia repair, etc.)
- Landscaping improvements; including new irrigation system
- Porch/deck repair or addition of new porch/deck. (Front of house only)
- Exterior lighting (installation of new lighting only, repairs not covered)
- Driveway repaving or resealing.
- Installation of new doors, awnings, and windows.
- Removal of front yard chain link fence.

Ineligible improvements/Non-reimbursable items:

- Interior improvements.
- Structural and roof repairs.
- Construction of additions to building or new construction.

- Non-fixed improvements, inventory, or equipment.
- Application or permit fees.
- Rent, mortgage, insurance, utilities, taxes, HOA fees, or other general home ownership costs.
- Professional design services (Landscaping or architectural)
- **Any required permit fees are the responsibility of homeowner and are not eligible for reimbursement.**

Procedure

1. The application and required supporting documents are submitted online only. CRA staff will determine if the proposed work is eligible for funding. Incomplete applications are not accepted and will be returned by email with a letter detailing the reasons for denial. Supporting documents for application include:

- Copy of a valid driver's license of homeowner/tenant.
- Three (3) quotes per each aspect of the project; i.e. painting, landscaping, and driveway repair project would require 3 quotes for each item.
- Any applicant completing work themselves is required to provide cost estimate of total supplies required. Labor performed by homeowner will not be reimbursed.
- Completed W-9 for individual receiving reimbursement.

2. Approved applications will be sent to City of Kissimmee Code Enforcement Office to determine if residential unit is in good standing.

3. Work may begin once applicant has signed agreement with CRA and has been issued an approval letter. Work commenced prior to the approval letter will invalidate the grant application and funding.

4. Upon completion of the improvements, applicant will submit a copy of paid invoices and photos of completed work. **Unapproved changes will void the grant agreement.** CRA staff will process reimbursement for approved amount.

5. Funds are allocated until the grant funding is depleted. Once the grant is approved, the applicant will have six (6) months to complete the improvements. If an extension is required, the applicant must contact CRA staff for extension.

Disbursement of Funds

1. Submit a paid invoice for reimbursement from the Contractor certifying the work is complete and all materials and labor paid in full.
2. Submit photographs of the completed improvements.
3. Reimbursement funds are disbursed within 4 to 6 weeks after improvements are completed and verified.

4. W9 is required for reimbursement. The grant funds are subject to taxes.

ITEM 8.D

Nonprofit Funding Transition Plan

Request

Approval to proceed with extending agreements to accomplish the objectives summarized in the transition plan

Explanation

The City of Kissimmee has a long history of supporting nonprofit organizations that provide essential services to residents in need. In August 2025, the City Commission approved a transition from a traditional competitive funding process to a strategic, outcomes-based model designed to strengthen housing stability and supportive services that improve the quality of life in our community.

Under this new approach, titled Safe Haven Connect, the City will strategically invest in agencies that deliver direct housing or stabilization resources, including domestic violence shelters, behavioral health programs, bridge and transitional housing, disability services, and child-care assistance for working families. This outcomes-based model supports the City's broader goal of building a coordinated housing system anchored by the Haven on Vine Initiative, which offers affordable units and wrap-around services to help residents and unsheltered households move from crisis to long-term stability.

To further strengthen the local response, the City is establishing a Community Engagement Unit that integrates outreach, law enforcement diversion, crisis intervention, and mental health provider collaboration. This multidisciplinary team will serve as a bridge between the unsheltered population and available housing, treatment, and support programs, reducing repeat law enforcement encounters, emergency-service use, and long-term instability. Together, these efforts position Kissimmee as a proactive leader in creating compassionate, data-driven solutions that unify housing, public safety, and behavioral health systems into a coordinated continuum of care.

At the national level, housing policy continues to evolve. While the federal government is reevaluating the "Housing First" model, the core principles of rapid access to safe housing and stabilization through wrap-around services remain supported by strong research demonstrating improved health, employment, and safety outcomes, along with reduced reliance on emergency systems. In Florida, HB 1365 limits unsanctioned public camping, requiring local governments to establish clear housing and shelter pathways. However, the lack of sufficient affordable housing stock and limited funding resources continues to present challenges in meeting the true demand for vulnerable populations.

The City's strategy emphasizes impact-based measurable outcomes, interagency coordination, and local accountability. By focusing on measurable results, the City can adapt to shifting federal policy environments while maintaining proven best practices. Partner organizations have been selected based on their capacity to deliver housing, stabilization, and supportive services that help households transition from crisis to independence.

Funding for Safe Haven Connect is provided through American Rescue Plan funds totaling \$300,000, supplemented by \$100,000 from the City's General Fund. Partner agreements from the 2024–2025 fiscal year will be extended to ensure service continuity and a renewed focus on performance-based reporting. These extensions will remain active through November 30, 2026, ensuring all ARPA

City of Kissimmee

obligations are fully expended. Services tied to the Homeless Services Pilot will be selected through a separate procurement process and presented to the City Commission for approval.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual

Financial Summary:

Funding for Safe Haven Connect is provided through American Rescue Plan funds totaling \$300,000, supplemented by \$100,000 from the City’s General Fund. Partner agreements from the 2024–2025 fiscal year will be extended to ensure service continuity and a renewed focus on performance-based reporting. These extensions will remain active through September 30, 2026 and may be modified to ensure all ARPA obligations are fully expended. Services tied to the Homeless Services Pilot will be selected through a separate procurement process and presented to the City Commission for approval.

Recommendation

Commission approval

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):

1. Safe Haven Connect Subrecipient Spreadsheet

Safe Haven Connect - Subrecipient Funding FY 2025-26 (DRAFT)

AGENCY	PROGRAM DESCRIPTION	City Funds/ARF
Osceola Council on Aging	Meals on Wheels: Food purchases for emergency meal and food distribution programs. Congregate meals; home delivered meals; food bank/pantry.	\$40,000.00
Osceola Mental Health/ Park Place Behavioral Health Care	Residence Level IV Adult Substance Abuse Services - 2-3 beds Transitional living program for adults who are indigent, homeless and have a substance use disorder with or without a co-occurring mental illness.	\$40,000.00
Aspire Health Partners, Inc.- HOME (Helping Others Make the Effort)	Bridge Housing for homeless women and children; case manage and referrals for off-site homelessness prevention	\$35,000.00
Help Now of Osceola, Inc.	Domestic Violence shelter operations, case management, communications hotline and facility maintenance	\$40,000.00
Hope Partnership Inc. Program: Homeless Prevention and Diversion	Homeless prevention and diversion: move-in assistance, rental deposits, and costs to support family reunification	\$25,000.00
Church and Community Assistance Program Program: CCAP Cares	Homelessness Services, prevention and intervention- Food, personal hygiene kits, emergency housing costs	\$15,000.00
Osceola Community Health Svcs	Mobile Medical Unit- Homeless outreach to provide mental health, dental, and medical services through mobile and fixed sites	Funding considerations through LP045
Community Coordinated Care for Children, Inc. (4C)	Head Start Program- Assists low income families with City funding provides match funding (20% non-federal share (NFS) match requirement will leverage \$43,688 in funding).	\$10,000.00
The Opportunity Center (Osceola ARC)	Adult Day Training : Provides training to developmentally disabled adults.	\$15,000.00
City of Kissimmee-	City Homeless Services Funding: Funds will provide a leveraging opportunity to access regional funding for housing the chronically homeless.	\$50,208.00
Mark E. Durbin Scholarship (GF)	Education Foundation Endowment (Funding Commitment)	\$5,000.00
Early Learning Coalition (GF)	Literacy Program (Funding Commitment)	\$9,792.00
Early Learning Coalition	Family Child Care Scholarships	\$15,000.00
The Transition House, Inc.	Residential Supports	\$15,000.00
Central Florida YMCA	Child Care Scholarships	\$10,000.00
Haven on Vine Construction (GF)		\$75,000.00
Totals		\$400,000.00